

AGENDA

Board of County Commissioners ("BOCC") Meeting
Tuesday, July 23, 2024 - 9:00 AM
Participate remotely through Facebook Live on the El Paso County Facebook page.
(Meeting may be held telephonically at the Chair's discretion.)
Centennial Hall Auditorium
200 S. Cascade Avenue
Colorado Springs, Colorado

Call to Order

1. Invocation
2. Pledge of Allegiance to the Flag of the United States of America
3. Staff Emergency Items
4. Changes/Postponements/Notice of Next Meeting
5. Consent Calendar
 - a. Partial Release of Subdivision Bond Number PB03010407150 for Homestead at Sterling Ranch Subdivision Filing Number 2 in the amount of \$1,134,793.40. (Meggan Herington, AICP, Executive Director - Planning and Community Development/Gilbert LaForce, Engineering Manager - Department of Public Works)
 - b. Partial Release of Subdivision Bond Number PB03010409267 for Homestead North at Sterling Ranch Filing Number 1 in the amount of \$2,570,996.20. (Meggan Herington, AICP, Executive Director - Planning and Community Development/Gilbert LaForce, Engineering Manager - Department of Public Works)
 - c. Partial Release of Subdivision Bond Number PB03010408718 for Sterling Ranch Filing Number 3 in the amount of \$964,201.60. (Meggan Herington, AICP, Executive Director - Planning and Community Development/Gilbert LaForce, Engineering Manager - Department of Public Works)
 - d. Resolution approving a Haul Route Agreement with Ellicott Sand & Gravel, LLC. (Kevin Mastin, Executive Director - Department of Public Works/Joshua Palmer, County Engineer - Department of Public Works)
 - e. Resolution to approve disbursement of the Sand Creek Drainage Basin (FOFO4000) bridge fund to Central Marksheffel Metropolitan District. (Kevin Mastin, Executive Director - Department of Public Works/Joshua Palmer, County Engineer - Department of Public Works)

Board of County Commissioners (“BOCC”) Meeting
Tuesday, July 23, 2024

- f. Resolution to recognize revenue and appropriate expenditures in the amount of \$619,021.00 from the Region 16 Opioid Council through the Contract for Recovery Supports and Transitions Project to the Sheriff’s Office 2024 Budget. (Nikki Simmons, Chief Financial Officer/Joseph Roybal, Sheriff)
- g. Resolution to recognize revenue and appropriate expenditures in the amount of \$321,800.00 from the Region 16 Opioid Council through the Contract for Medication Assisted Treatment (MAT)/Medication for Opioid Use Disorder (MOUD) to the Sheriff’s Office 2024 Budget. (Nikki Simmons, Chief Financial Officer/Joseph Roybal, Sheriff)
- h. Proclamation recognizing the retirement of Jennifer Irvine. (Longinos Gonzalez, Jr., Commissioner - Board of County Commissioners)
- i. Procurement and Contracts Consent Calendar: (Amanda Grant, Deputy Director - Financial Services)
 - 1. Approval of an Amendment and Change Order to Plains Chimney Rock Ranch, LLC dba Junk King Colorado Springs for on-call nuisance abatement services for Planning and Community Development at a not-to-exceed amount of \$10,000.00 (CON-22-162).
 - 2. Approval of a Contract Amendment and Change Order to The Vertex Companies, LLC for engineering and design services for the Security Ditch Project for the Public Works Department – Engineering Division at a not-to-exceed amount of \$10,944.00 (CON-23-001).
 - 3. Approval of a Contract Amendment and Change Order to Seneca Companies, Inc. for the Akers fuel site upgrades for the Department of Public Works - Fleet Division at a not-to-exceed amount of \$35,486.86 (CON-22-067).
- 6. Comments by Elected Officials and Commissioner Liaison Report(s)
 - a. Assessor’s Annual Appeals Report to the Board. (Mark Flutcher, Assessor)
- 7. Community Service Organization Reports
- 8. Public Comment on Items Not Scheduled on the Agenda
- 9. Called-up Consent Calendar
- 10. Department and Committee Reports/Non-Action Items
- 11. Addendum
- 12. Executive Session

Adjourn



COMMISSIONERS:
CAMI BREMER (CHAIR)
CARRIE GEITNER (VICE-CHAIR)

HOLLY WILLIAMS
STAN VANDERWERF
LONGINOS GONZALEZ, JR.

EL PASO BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Date: Tuesday, July 23, 2024 Item No. 5.a.

To: Board of County Commissioners

From: Meggan Herington, AICP, Executive Director - Planning and Community Development/Gilbert Laforce, Engineering Manager - Department of Public Works

Agenda Wording: Partial Release of Subdivision Bond No PB03010407150 for Homestead at Sterling Ranch Subdivision, Filing no 2 in the amount of \$1,134,793.40

SUMMARY (including information on budgeted matters)

Partial Release of Subdivision Bond No PB03010407150 for Homestead at Sterling Ranch Subdivision, Filing no 2 in the amount of \$1,134,793.40

BACKGROUND (including information on budgeted matters)

The Improvements in the above project has been partially completed and inspected. Funds representing these improvements are ready for a partial release. Please refer to the uploaded materials for information regarding the developer, surety provider, and current surety status and calculation details of this release request.

ESTIMATED TIME FOR PRESENTATION

5 minutes/hours

FINANCIAL IMPLICATIONS

Business Year:	2024	Subject to TABOR? NO
Fund:		
Funding Amount:	\$0.00	
Increase to original adopted Budget	\$0.00	
Net Cost to County:	\$0.00	
Total Project Cost:	\$0.00	
Vendor Information		

ATTACHMENTS

The Improvements in the above project has been partially completed and inspected. Funds representing these improvements are ready for a partial release. Please refer to the uploaded materials for information regarding the developer, surety provider, and current surety status and calculation details of this release request.

TO: BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, STATE OF COLORADO

DATE: July 23, 2024

SUBJECT: Partial Release of Guaranteed Funds.

NAME OF SUBDIVISION: Homestead at Sterling Ranch Subdivision, Filing No 2
FILE REFERENCE: SF-19-004

NAME OF DEVELOPER: Classic Companies
6385 Corporate Dr., Suite 200
Colorado Springs, CO 80919

ISSUING AGENT: Philadelphia Insurance Companies
251 S. Lake Avenue, Suite 360
Pasadena, CA 91105

TYPE OF SECURITY: Subdivision Bond No PB03010407150

ORIGINAL AMOUNT: \$1,571,586.80

RELEASE REQUEST AMT: \$1,134,793.40

COMMISSIONERS:

Release of guaranteed funds for public and or private improvements to include grading and erosion control has been requested by the developer named above. All work has been inspected by county staff, and a release of funds in the amount of \$1,134,793.40 is hereby recommended. All supporting data attached hereto.
A resolution of preliminary acceptance of these improvements has not yet been approved as this is a partial release of funds.

Gilbert LaForce, P.E.

Digitally signed by Gilbert LaForce, P.E.
Reason: On Behalf of the County Engineer
Date: 2024.06.26 13:14:47-06'00'

Joshua Palmer, P.E.
County Engineer

Upon approval, please sign as provided below and authorize the release to the proper audit channel.

RELEASE APPROVED IN THE AMOUNT OF: \$ _____

DATE: _____

CHAIR OF THE
BOARD OF COUNTY COMMISSIONERS

ATTEST: _____
COUNTY CLERK AND RECORDER

- ☒ As-Builts Not Required
☐ As-Builts Pending
☐ As-Builts Approved

COPIES: TREASURER

FINANCE

DEVELOPMENT SERVICES (2)

DEVELOPER

Supporting Data for Release of Guaranteed Funds

Subdivision: Homestead at Sterling Ranch Subdivision Fil no 2 File Number: SF-19-004

Original Amount \$1,571,586.80

Date	Release Type / Reason for Release	Release Amount
7/23/2024	Partial	\$1,134,793.40

Released to Date \$1,134,793.40
Remaining Balance \$436,793.40

The release of funds does not imply acceptance. The Developer is responsible to provide a warranty period for the public improvements from the date of the BoCC Preliminary Acceptance.



PHILADELPHIA INSURANCE COMPANIES

A Member of the Tokio Marine Group

SUBDIVISION BOND

Bond No.: PB03010407150
Premium: \$7,858 / Annually

Principal Amount: \$1,571,586.80

KNOW ALL MEN BY THESE PRESENTS, that we SR Land, LLC, a Colorado limited liability company, 20 Boulder Crescent, Colorado Springs, CO 80903 and Elite Properties of America, Inc. dba Classic Companies, 6385 Corporate Drive, Suite 200, Colorado Springs, CO 80919 as Principal, and Philadelphia Indemnity Insurance Company, 251 S. Lake Avenue, Suite 360, Pasadena, California, 91105 a Pennsylvania Corporation authorized to transact surety business in the State of Colorado, as Surety, are held and firmly bound unto the Board of County Commissioners of El Paso County, Colorado, 2880 International Circle, Suite 110, Colorado Springs, CO 80910, as Obligee, in the penal sum of One Million Five Hundred Seventy-One Thousand Five Hundred Eighty-Six and 80/100 dollars (\$1,571,586.80), lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, we SR Land, LLC, a Colorado limited liability company, 20 Boulder Crescent, Colorado Springs, CO 80903 and Elite Properties of America, Inc., dba Classic Companies, 6385 Corporate Drive, Suite 200, Colorado Springs, CO 80919 has agreed to construct in Homestead at Sterling Ranch Subdivision, Filing No. 2, in El Paso County, Colorado, the following improvements: Grading and Erosion Control, Public Improvements, Storm Drain, Common Development Improvements (Private or District) as outlined on the attached Financial Assurance Form for Homestead at Sterling Ranch Subdivision, Filing No. 2.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall construct, or have constructed, the improvements herein described, and shall save the Obligee harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void, otherwise to remain in full force and effect, and the Surety, upon receipt of a resolution of the Board of County Commissioners of El Paso County indicating that the improvements have not been installed or completed, will complete the improvements or pay to El Paso County such amount up to the Principal amount of this Bond which will allow El Paso County to complete the improvements.

Upon approval by the Board of County Commissioners of El Paso County, this instrument may be proportionately reduced as the public improvements are completed.

In the event of any legal proceeding under this Subdivision Bond, this Subdivision Bond shall be governed by, and interpreted in accordance with, the laws of the State of Colorado. Jurisdiction and venue shall be in the District Court in and for El Paso County, Colorado.

PROVIDED FURTHER, that the said Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Financial Assurance Form, or the work to be performed thereunder, or the Specifications and Plans accompanying the same or incorporated by reference into such Financial Assurance Form, shall in anywise affect its obligation on this Bond and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Financial Assurance Form, or to the work, or to the Specifications and Plans.

EPCDSD File # _____

STATE OF Colorado

COUNTY OF El Paso

]

On 10/1/20, before me, Christine L. Wise
(here insert name of notary)

personally appeared Janet R. Merriman
(name(s) of Signer(s))

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Christine L. Wise (SEAL)
My Commission Expires: 12-02-2021

CHRISTINE L WISE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 19974021715
MY COMMISSION EXPIRES DECEMBER 2, 2021

This area for Official Notarial Seal

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

PB03010407150

TITLE OF TYPE OF DOCUMENT

1

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

STATE OF Colorado

COUNTY OF El Paso

]

On 10/2/20, before me, Christine L. Wise,
(here insert name of notary)

personally appeared Jim Morley
(name(s) of Signer(s))

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Christine L. Wise (SEAL)
My Commission Expires: 12-02-2021

CHRISTINE L WISE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 19974021715
MY COMMISSION EXPIRES DECEMBER 2, 2021

This area for Official Notarial Seal

OPTIONAL

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- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

- ☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

PB03010407150

TITLE OF TYPE OF DOCUMENT

1

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE



PHILADELPHIA INSURANCE COMPANIES

A Member of the Tokio Marine Group

Bond No. PB03010407150
Page Two (2)

Signed, sealed and dated this 30th day of September, 2020.

SR Land, LLC, a Colorado limited liability company
Principal

By: [Signature]
Title: MANAGER

Philadelphia Indemnity Insurance Company
Surety

By: [Signature]
Michelle Haase
Title: Attorney-in-Fact

Elite Properties of America, Inc.
dba: Classic Companies
Principal

By: [Signature]
Title: CFO

EPCDSD File # _____

ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

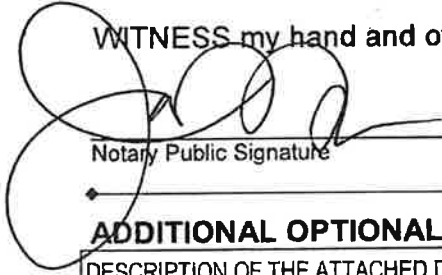
County of Orange }

On SEP 30 2020 before me, Janina Monroe, Notary Public
(Here insert name and title of the officer)

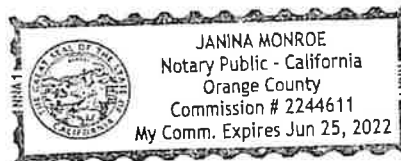
personally appeared Michelle Haase
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that
~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(~~ies~~), and that by
~~his/her/their~~ signature(~~s~~) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☒ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE AND MARTHA BARRERAS OF LOCKTON COMPANIES, LLC** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

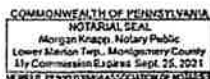
IN TESTIMONY WHEREOF, **PHILADELPHIA INDEMNITY INSURANCE COMPANY** HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

(Seal)



Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of _____, 20____.

SEP 30 2020



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

2019 Financial Assurance Estimate Form (with pre-plat construction)

Updated: 7/16/2019

PROJECT INFORMATION		
Homestead at Sterling Ranch Filing No. 2	3/7/2024	SF-19-004
Project Name	Date	PCD File No.

Description	Quantity	Units	Unit Cost	Total	(with Pre-Plat Construction) % Complete	Remaining
SECTION 1 - GRADING AND EROSION CONTROL (Construction and Permanent BMPs)						
* Earthwork						
less than 1,000; \$5,300 min	663	CY	\$ 8.00	\$ 5,300.00	80.00%	\$ 1,060.00
1,000-5,000; \$8,000 min		CY	\$ 6.00	\$ -		\$ -
5,001-20,000; \$30,000 min		CY	\$ 5.00	\$ -		\$ -
20,001-50,000; \$100,000 min		CY	\$ 3.50	\$ -		\$ -
50,001-200,000; \$175,000 min		CY	\$ 2.50	\$ -		\$ -
greater than 200,000; \$500,000 min		CY	\$ 2.00	\$ -		\$ -
* Permanent Seeding (inc. noxious weed mgmnt.)		AC	\$ 800.00	\$ -		\$ -
* Mulching		AC	\$ 750.00	\$ -		\$ -
* Permanent Erosion Control Blanket	368	SY	\$ 6.00	\$ 2,208.00	80.00%	\$ 441.60
* Permanent Pond/BMP Construction	1,500	CY	\$ 20.00	\$ 30,000.00	80.00%	\$ 6,000.00
* Permanent Pond/BMP (Spillway)	1	EA	\$ 2,500.00	\$ 2,500.00	80.00%	\$ 500.00
* Permanent Pond/BMP (Outlet Structure)	1	EA	\$ 6,500.00	\$ 6,500.00	80.00%	\$ 1,300.00
Safety Fence		LF	\$ 3.00	\$ -		\$ -
Temporary Erosion Control Blanket	7,067	SY	\$ 3.00	\$ 21,201.00	80.00%	\$ 4,240.20
Vehicle Tracking Control	1	EA	\$ 2,370.00	\$ 2,370.00	80.00%	\$ 474.00
Silt Fence	2,440	LF	\$ 2.50	\$ 6,100.00	80.00%	\$ 1,220.00
Temporary Seeding	19	AC	\$ 628.00	\$ 11,932.00	80.00%	\$ 2,386.40
Temporary Mulch	19	AC	\$ 750.00	\$ 14,250.00	80.00%	\$ 2,850.00
Erosion Bales/Rock Socks	30	EA	\$ 25.00	\$ 750.00	80.00%	\$ 150.00
Erosion Logs/Straw Waddle		LF	\$ 5.00	\$ -		\$ -
Rock Check Dams		EA	\$ 500.00	\$ -		\$ -
Inlet Protection	7	EA	\$ 167.00	\$ 1,169.00	80.00%	\$ 233.80
Temp. Sediment Basin		EA	\$ 1,762.00	\$ -		\$ -
Concrete Washout Basin		EA	\$ 900.00	\$ -		\$ -
<i>(insert items not listed but part of construction plans)</i>				\$ -		\$ -
MAINTENANCE (35% of Construction BMPs)				\$ 20,220.20		\$ 20,220.20
Section 1 Subtotal				\$ 124,500.20		\$ 41,076.20

* - Subject to defect warranty financial assurance. A minimum of 20% shall be retained until final acceptance. (MAXIMUM OF 80% COMPLETE ALLOWED)

SECTION 2 - PUBLIC IMPROVEMENTS *

ROADWAY IMPROVEMENTS

Construction Traffic Control		LS	\$ 25,000.00	\$ -		\$ -
Aggregate Base Course (135 lbs/cf)	7,196	Tons	\$ 28.00	\$ 201,488.00	80.00%	\$ 40,297.60
Aggregate Base Course 8" (135 lbs/cf)		CY	\$ 50.00	\$ -		\$ -
Asphalt Pavement (3" thick)	11,814	SY	\$ 14.00	\$ 165,396.00	80.00%	\$ 33,079.20
Asphalt Pavement (4" thick)		SY	\$ 19.00	\$ -		\$ -
Asphalt Pavement (6" thick) Briargate	8,978	SY	\$ 29.00	\$ 260,362.00	80.00%	\$ 52,072.40
Asphalt Pavement (147 lbs/cf) _" thick		Tons	\$ 88.00	\$ -		\$ -
Raised Median, Paved		SF	\$ 8.00	\$ -		\$ -
Regulatory Sign/Advisory Sign		EA	\$ 300.00	\$ -		\$ -
Guide/Street Name Sign	9	EA	\$ 250.00	\$ 2,250.00	80.00%	\$ 450.00
Epoxy Pavement Marking		SF	\$ 13.00	\$ -		\$ -
Thermoplastic Pavement Marking		SF	\$ 23.00	\$ -		\$ -
Barricade - Type 3		EA	\$ 200.00	\$ -		\$ -
Delineator - Type I		EA	\$ 24.00	\$ -		\$ -
Curb and Gutter, Type A (6" Vertical)	3,638	LF	\$ 30.00	\$ 109,140.00	80.00%	\$ 21,828.00
Curb and Gutter, Type B (Median)	1,204	LF	\$ 30.00	\$ 36,120.00	80.00%	\$ 7,224.00
Curb and Gutter, Type C (Ramp)	7,274	LF	\$ 30.00	\$ 218,220.00	80.00%	\$ 43,644.00
4" Sidewalk (common areas only)		SY	\$ 48.00	\$ -		\$ -
5" Sidewalk	5,860	SY	\$ 60.00	\$ 351,600.00	80.00%	\$ 70,320.00
6" Sidewalk		SY	\$ 72.00	\$ -		\$ -
8" Sidewalk		SY	\$ 96.00	\$ -		\$ -
Pedestrian Ramp	34	EA	\$ 1,150.00	\$ 39,100.00	80.00%	\$ 7,820.00
Cross Pan, local (8" thick, 6' wide to include return)	210	LF	\$ 61.00	\$ 12,810.00	80.00%	\$ 2,562.00
Cross Pan, collector (9" thick, 8' wide to include return)	72	LF	\$ 92.00	\$ 6,624.00	80.00%	\$ 1,324.80
Curb Chase		EA	\$ 1,480.00	\$ -		\$ -
Guardrail Type 3 (W-Beam)		LF	\$ 49.00	\$ -		\$ -
Guardrail Type 7 (Concrete)		LF	\$ 72.00	\$ -		\$ -
Guardrail End Anchorage		EA	\$ 2,098.00	\$ -		\$ -
Guardrail Impact Attenuator		EA	\$ 3,767.00	\$ -		\$ -
Sound Barrier Fence (CMU block, 6' high)		LF	\$ 78.00	\$ -		\$ -
Sound Barrier Fence (panels, 6' high)		LF	\$ 80.00	\$ -		\$ -
Electrical Conduit, Size =		LF	\$ 16.00	\$ -		\$ -
Traffic Signal, complete intersection		EA	\$ 425,000	\$ -		\$ -

PROJECT INFORMATION						
Homestead at Sterling Ranch Filing No. 2			3/7/2024		SF-19-004	
Project Name			Date		PCD File No.	
Description	Quantity	Units	Unit Cost	Total	(with Pre-Plat Construction) % Complete	Remaining
[insert items not listed but part of construction plans]						
STORM DRAIN IMPROVEMENTS						
Concrete Box Culvert (M Standard), Size (W x H)		LF				
18" Reinforced Concrete Pipe	168	LF	\$ 65.00	10,920.00	80.00%	2,184.00
24" Reinforced Concrete Pipe	54	LF	\$ 78.00	4,212.00	80.00%	842.40
30" Reinforced Concrete Pipe	998	LF	\$ 97.00	96,806.00	80.00%	19,361.20
36" Reinforced Concrete Pipe	8	LF	\$ 120.00	960.00	80.00%	192.00
42" Reinforced Concrete Pipe	700	LF	\$ 160.00	112,000.00	80.00%	22,400.00
48" Reinforced Concrete Pipe		LF	\$ 195.00			
54" Reinforced Concrete Pipe		LF	\$ 245.00			
60" Reinforced Concrete Pipe		LF	\$ 288.00			
66" Reinforced Concrete Pipe		LF	\$ 332.00			
72" Reinforced Concrete Pipe		LF	\$ 380.00			
84" Reinforced Concrete Pipe		LF	\$ 520.00			
24" Corrugated Steel Pipe		LF	\$ 96.00			
30" Corrugated Steel Pipe		LF	\$ 122.00			
36" Corrugated Steel Pipe		LF	\$ 147.00			
42" Corrugated Steel Pipe		LF	\$ 168.00			
48" Corrugated Steel Pipe		LF	\$ 178.00			
54" Corrugated Steel Pipe		LF	\$ 260.00			
60" Corrugated Steel Pipe		LF	\$ 280.00			
66" Corrugated Steel Pipe		LF	\$ 340.00			
72" Corrugated Steel Pipe		LF	\$ 400.00			
78" Corrugated Steel Pipe		LF	\$ 460.00			
84" Corrugated Steel Pipe		LF	\$ 550.00			
Flared End Section (FES) RCP Size = 18	1	EA	\$ 390.00	390.00	80.00%	78.00
[unit cost = 6x pipe unit cost]						
Flared End Section (FES) CSP Size = 42	1	EA	\$ 960.00	960.00	80.00%	192.00
[unit cost = 6x pipe unit cost]						
Flared End Section (FES) RCP Size = 30		EA	\$ 582.00			
[unit cost = 6x pipe unit cost]						
Flared End Section (FES) RCP Size = 24		EA	\$ 468.00			
[unit cost = 6x pipe unit cost]						
Flared End Section (FES) RCP Size = 18		EA	\$ 390.00			
[unit cost = 6x pipe unit cost]						
Temp. (FES) RCP Size = 66		EA	\$ 1,992.00			
[unit cost = 6x pipe unit cost]						
End Treatment- Headwall	1	EA	\$ 12,000.00	12,000.00	80.00%	2,400.00
End Treatment- Wingwall	1	EA	\$ 6,000.00	6,000.00	80.00%	1,200.00
End Treatment - Cutoff Wall	1	EA	\$ 1,000.00	1,000.00	80.00%	200.00
Curb Inlet (Type R) L=5', Depth < 5'		EA	\$ 5,542.00			
Curb Inlet (Type R) L=5', 5' ≤ Depth < 10'		EA	\$ 7,188.00			
Curb Inlet (Type R) L=5', 10' ≤ Depth < 15'		EA	\$ 8,345.00			
Curb Inlet (Type R) L=10', Depth < 5'		EA	\$ 7,627.00			
Curb Inlet (Type R) L=10', 5' ≤ Depth < 10'		EA	\$ 7,861.00			
Curb Inlet (Type R) L=10', 10' ≤ Depth < 15'		EA	\$ 9,841.00			
Curb Inlet (Type R) L=15', Depth < 5'		EA	\$ 9,918.00			
Curb Inlet (Type R) L=15', 5' ≤ Depth < 10'		EA	\$ 10,633.00			
Curb Inlet (Type R) L=15', 10' ≤ Depth < 15'		EA	\$ 11,627.00			
Curb Inlet (Type R) L=20', Depth < 5'		EA	\$ 10,570.00			
Curb Inlet (Type R) L=20', 5' ≤ Depth < 10'		EA	\$ 11,667.00			
Grated Inlet (Type C), Depth < 5'		EA	\$ 4,640.00			
Grated Inlet (Type D), Depth < 5'		EA	\$ 5,731.00			
Storm Sewer Manhole, Box Base	3	EA	\$ 11,627.00	34,881.00	80.00%	6,976.20
Storm Sewer Manhole, Slab Base	4	EA	\$ 6,395.00	25,580.00	80.00%	5,116.00
Geotextile (Erosion Control)		SY	\$ 6.00			
Rip Rap, d50 size from 6" to 24"	20	Tons	\$ 80.00	1,600.00	80.00%	320.00
Rip Rap, Grouted		Tons	\$ 95.00			
Drainage Channel Construction, Size (W x H)		LF				
Drainage Channel Lining, Concrete		CY	\$ 570.00			
Drainage Channel Lining, Rip Rap		CY	\$ 112.00			
Drainage Channel Lining, Grass		AC	\$ 1,469.00			
Drainage Channel Lining, Other Stabilization						
[insert items not listed but part of construction plans]						
* - Subject to defect warranty/financial assurance. A minimum of 20% shall be retained until final acceptance (MAXIMUM OF 60% COMPLETE ALLOWED)						
Section 2 Subtotal				\$ 1,710,419.00		\$ 342,083.80

PROJECT INFORMATION

Homestead at Sterling Ranch Filing No. 2

3/7/2024

SF-19-004

Project Name

Date

PCD File No.

Description	Quantity	Units	Unit Cost		Total	(with Pre-Plat Construction)	
						% Complete	Remaining
SECTION 3 - COMMON DEVELOPMENT IMPROVEMENTS (Private or District and NOT Maintained by EPC)**							
ROADWAY IMPROVEMENTS							
Trail along Briargate Parkway - 16' Wide Gravel	1,255	SY	\$ 30.00	=	\$ 37,650.00	80.00%	\$ 7,530.00
				=	\$ -		\$ -
				=	\$ -		\$ -
				=	\$ -		\$ -
				=	\$ -		\$ -
				=	\$ -		\$ -
STORM DRAIN IMPROVEMENTS (Exception: Permanent Pond/BMP shall be itemized under Section 1)							
Rip Rap - Sand Crk Channel Bank Stabilization	390	Ton	\$ 80.00	=	\$ 31,200.00	80.00%	\$ 6,240.00
				=	\$ -		\$ -
				=	\$ -		\$ -
				=	\$ -		\$ -
				=	\$ -		\$ -
				=	\$ -		\$ -
WATER SYSTEM IMPROVEMENTS							
Water Main Pipe (PVC), Size 8"	4,943	LF	\$ 64.00	=	\$ 316,352.00	100.00%	\$ -
Water Main Pipe (Ductile Iron), Size 8"		LF	\$ 75.00	=	\$ -		\$ -
Gate Valves, 8"	29	EA	\$ 1,858.00	=	\$ 53,882.00	100.00%	\$ -
Fire Hydrant Assembly, w/ all valves	11	EA	\$ 6,597.00	=	\$ 72,567.00	100.00%	\$ -
Water Service Line Installation, inc. tap and valves	104	EA	\$ 1,324.00	=	\$ 137,696.00	100.00%	\$ -
Fire Cistern Installation, complete		EA		=	\$ -		\$ -
				=	\$ -		\$ -
				=	\$ -		\$ -
[insert items not listed but part of construction plans]							
SANITARY SEWER IMPROVEMENTS							
Sewer Main Pipe (PVC), Size 8"	4,859	LF	\$ 64.00	=	\$ 310,976.00	100.00%	\$ -
Sanitary Sewer Manhole, Depth < 15 feet	25	EA	\$ 4,386.00	=	\$ 109,650.00	100.00%	\$ -
Sanitary Service Line Installation, complete	104	EA	\$ 1,402.00	=	\$ 145,808.00	100.00%	\$ -
Sanitary Sewer Lift Station, complete		EA		=	\$ -		\$ -
Sewer Main Underdrains		LF	\$ 25.00	=	\$ -		\$ -
				=	\$ -		\$ -
[insert items not listed but part of construction plans]							
LANDSCAPING IMPROVEMENTS (For subdivision specific condition of approval, or PUD)							
Landscaping along Briargate Parkway - Tract B	42,549	EA	\$ 3.00	=	\$ 127,647.00	80.00%	\$ 25,529.40
Landscaping along Wheeland Dr-Tract A&H	18,890	EA	\$ 3.00	=	\$ 56,670.00	80.00%	\$ 11,334.00
		SF		=	\$ -		\$ -
		EA		=	\$ -		\$ -
		EA		=	\$ -		\$ -
Section 3 Subtotal					= \$ 1,400,098.00		\$ 50,633.40

** - Section 3 is not subject to defect warranty requirements

PROJECT INFORMATION		
Homestead at Sterling Ranch Filing No. 2	3/7/2024	SF-19-004
Project Name	Date	PCD File No.

Description	Quantity	Units	Unit Cost	Total	(with Pre-Plat Construction) % Complete	Remaining
AS-BUILT PLANS (Public Improvements Inc. Permanent WQCV BMPs)		LS	\$ 1.00	= \$ 1,500.00		\$ 1,500.00
(includes POND/BMP CERTIFICATION, elev.s and volume calculations)		LS	\$ 1.00	= \$ 1,500.00		\$ 1,500.00
Total Construction Financial Assurance						\$ 3,238,017.20
(Sum of all section subtotals plus as-builts and pond/BMP certification)						
Total Remaining Construction Financial Assurance (with Pre-Plat Construction)						\$ 436,793.40
(Sum of all section totals less credit for items complete plus as-builts and pond/BMP certification)						
Total Defect Warranty Financial Assurance						\$ 351,385.40
(20% of all items identified as (*). To be collateralized at time of preliminary acceptance)						

Approvals	
I hereby certify that this is an accurate and complete estimate of costs for the work as shown on the Grading and Erosion Control Plan and Construction Drawings associated with the Project.	
_____ Engineer (P.E. Seal Required)	4-4-24 _____ Date
Approved by Owner / Applicant Gilbert LaForce, P.E. Digitally signed by Gilbert LaForce, P.E. Reason: On Behalf of the County Engineer Date: 2024.05.13 17:07:39-06'00'	05/13/2024
Approved by El Paso County Engineer / EOM Administrator	Date



COMMISSIONERS:
CAMI BREMER (CHAIR)
CARRIE GEITNER (VICE-CHAIR)

HOLLY WILLIAMS
STAN VANDERWERF
LONGINOS GONZALEZ, JR.

EL PASO BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Date: Tuesday, July 23, 2024 Item No. 5.b.

To: Board of County Commissioners

From: Meggan Herington, AICP, Executive Director - Planning and Community Development/Gilbert Laforce, Engineering Manager - Department of Public Works

Agenda Wording: Partial Release of Subdivision Bond No PB03010409267 for Homestead North at Sterling Ranch Filing No. 1 in the amount of \$2,570,996.20

SUMMARY (including information on budgeted matters)

Partial Release of Subdivision Bond No PB03010409267 for Homestead North at Sterling Ranch Filing No. 1 in the amount of \$2,570,996.20

BACKGROUND (including information on budgeted matters)

The Improvements in the above project has been partially completed and inspected. Funds representing these improvements are ready for a partial release. Please refer to the uploaded materials for information regarding the developer, surety provider, and current surety status and calculation details of this release request.

ESTIMATED TIME FOR PRESENTATION

 5 minutes/hours

FINANCIAL IMPLICATIONS

Business Year:	2024	Subject to TABOR? NO
Fund:		
Funding Amount:	\$0.00	
Increase to original adopted Budget	\$0.00	
Net Cost to County:	\$0.00	
Total Project Cost:	\$0.00	
Vendor Information		

ATTACHMENTS

The Improvements in the above project has been partially completed and inspected. Funds representing these improvements are ready for a partial release. Please refer to the uploaded materials for information regarding the developer, surety provider, and current surety status and calculation details of this release request.

TO: BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, STATE OF COLORADO

DATE: July 23, 2024

SUBJECT: Partial Release of Guaranteed Funds.

NAME OF SUBDIVISION: Homestead North at Sterling Ranch Filing No. 1
FILE REFERENCE: SF-22-013

NAME OF DEVELOPER: Classic Companies
2138 Flying Horse Club Dr.
Colorado Springs, CO 80921

ISSUING AGENT: Philadelphia Insurance Companies
251 S. Lake Avenue, Suite 360
Pasadena, CO 91105

TYPE OF SECURITY: Subdivision Bond No PB03010409267

ORIGINAL AMOUNT: \$3,012,158.00

RELEASE REQUEST AMT: \$2,570,996.20

COMMISSIONERS:

Release of guaranteed funds for public and or private improvements to include grading and erosion control has been requested by the developer named above. All work has been inspected by county staff, and a release of funds in the amount of \$2,570,996.20 is hereby recommended. All supporting data attached hereto.

A resolution of preliminary acceptance of these improvements has not yet been approved as this is a partial release of funds.

Gilbert LaForce, P.E.

Digitally signed by Gilbert LaForce, P.E.
Reason: On Behalf of the County Engineer
Date: 2024.06.26 13:22:06-06'00'

Joshua Palmer, P.E.
County Engineer

Upon approval, please sign as provided below and authorize the release to the proper audit channel.

RELEASE APPROVED IN THE AMOUNT OF: \$ _____

DATE: _____

CHAIR OF THE
BOARD OF COUNTY COMMISSIONERS

ATTEST: _____
COUNTY CLERK AND RECORDER

- ☒ As-Builts Not Required
☐ As-Builts Pending
☐ As-Builts Approved

COPIES: TREASURER

FINANCE

DEVELOPMENT SERVICES (2)

DEVELOPER

Supporting Data for Release of Guaranteed Funds

Subdivision: Homestead North Filing No 1 File Number: SF-22-013

Original Amount \$3,012,158.00

Date	Release Type / Reason for Release	Release Amount
7/23/2024 Partial	*	\$2,570,996.20

Released to Date	\$2,570,996.20
Remaining Balance	\$441,161.80

The release of funds does not imply acceptance. The Developer is responsible to provide a warranty period for the public improvements from the date of the BoCC Preliminary Acceptance.



PHILADELPHIA INSURANCE COMPANIES

A Member of the Tokio Marine Group

SUBDIVISION BOND

Bond No.: PB03010409267
Premium: \$15,061.00 / Annually

Principal Amount: \$3,012,158.00

KNOW ALL MEN BY THESE PRESENTS, that we SR Land, LLC, a Colorado limited liability company, 20 Boulder Crescent, Colorado Springs, CO 80903 and Elite Properties of America, Inc. dba Classic Companies, 2138 Flying Horse Club Drive, Colorado Springs, CO 80921 as Principal, and Philadelphia Indemnity Insurance Company, 251 S. Lake Avenue, Suite 360, Pasadena, California, 91105 a Pennsylvania Corporation authorized to transact surety business in the State of Colorado, as Surety, are held and firmly bound unto the Board of County Commissioners of El Paso County, Colorado, 2880 International Circle, Suite 110, Colorado Springs, CO 80910, as Obligee, in the penal sum of Three Million Twelve Thousand One Hundred Fifty-Eight and no/100 dollars (\$3,012,158.00), lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, we SR Land, LLC, a Colorado limited liability company, 20 Boulder Crescent, Colorado Springs, CO 80903 and Elite Properties of America, Inc., dba Classic Companies, 2138 Flying Horse Club Drive, Colorado Springs, CO 80921 has agreed to construct in Homestead at Sterling Ranch Subdivision, Filing No. 1, in El Paso County, Colorado, the following improvements: Grading and Erosion Control, Public Improvements, Common Development Improvements (Private or District) as outlined on the attached Financial Assurance Form for Homestead at Sterling Ranch Subdivision, Filing No. 1.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall construct, or have constructed, the improvements herein described, and shall save the Obligee harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void, otherwise to remain in full force and effect, and the Surety, upon receipt of a resolution of the Board of County Commissioners of El Paso County indicating that the improvements have not been installed or completed, will complete the improvements or pay to El Paso County such amount up to the Principal amount of this Bond which will allow El Paso County to complete the improvements.

Upon approval by the Board of County Commissioners of El Paso County, this instrument may be proportionately reduced as the public improvements are completed.

In the event of any legal proceeding under this Subdivision Bond, this Subdivision Bond shall be governed by, and interpreted in accordance with, the laws of the State of Colorado. Jurisdiction and venue shall be in the District Court in and for El Paso County, Colorado.

PROVIDED FURTHER, that the said Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Financial Assurance Form, or the work to be performed thereunder, or the Specifications and Plans accompanying the same or incorporated by reference into such Financial Assurance Form, shall in anywise affect its obligation on this Bond and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Financial Assurance Form, or to the work, or to the Specifications and Plans.

EPCDSD File # _____



PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

Bond No. PB03010409267

Page Two (2)

Signed, sealed and dated this 17th day of April, 2023.

SR Land, LLC, a Colorado limited liability company

Principal

By: _____

Title: _____

James M. Wieg
MANAGER

Philadelphia Indemnity Insurance Company

Surety

By: _____

Michelle Haase

Title: Attorney-in-Fact

Michelle Haase

Elite Properties of America, Inc.

dba: Classic Companies

Principal

By: _____

Title: _____

[Signature]
CEO

EPCDSD File # _____

STATE OF Colorado

COUNTY OF El Paso

On 4/20/23, before me, Christine Wise,
(here insert name of notary)

personally appeared Doug Stimple
(name(s) of Signer(s))

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Christine R. Wise (SEAL)
My Commission Expires: 12-02-2025



This area for Official Notarial Seal

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

- ☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

PB03010409267

TITLE OF TYPE OF DOCUMENT

1

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

STATE OF Colorado

COUNTY OF El Paso

]

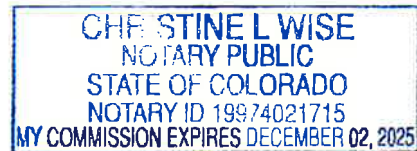
On 4/20/23, before me, Christine Wise,
(here insert name of notary)

personally appeared James Morley
(name(s) of Signer(s))

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Christine R. Wise (SEAL)
My Commission Expires: 12-02-2025



This area for Official Notarial Seal

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

- ☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

PB03010409267

TITLE OF TYPE OF DOCUMENT

1

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On APR 17 2023 before me, Janina Monroe, Notary Public,
(Here insert name and title of the officer)

personally appeared Michelle Haase,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☒ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE, MARTHA BARRERAS AND RACHEL A. MULLEN OF LOCKTON COMPANIES, LLC**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** on the 14th of November, 2016.

RESOLVED:

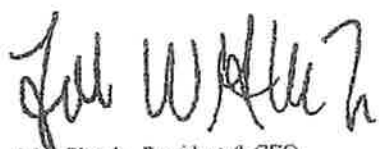
That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER
RESOLVED:**

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

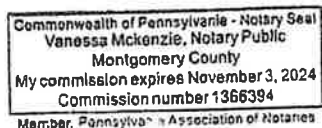
IN TESTIMONY WHEREOF, **PHILADELPHIA INDEMNITY INSURANCE COMPANY** HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

(Seal)



John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

Vanessa McKenzie

residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 17th day of April, 2023.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

2022 Financial Assurance Estimate Form (with pre-plat construction)

PROJECT INFORMATION		
Homestead North Filing No. 1	3/7/2024	SF2213
Project Name	Date	PCD File No.

Description	Quantity	Units	Unit Cost	Total	(with Pre-Plat Construction) % Complete	Remaining
SECTION 1 - GRADING AND EROSION CONTROL (Construction and Permanent BMPs)						
* Earthwork						
less than 1,000; \$5,300 min		CY	\$ 8.00	= \$		\$
1,000-5,000; \$8,000 min		CY	\$ 6.00	= \$		\$
5,001-20,000; \$30,000 min		CY	\$ 5.00	= \$		\$
20,001-50,000; \$100,000 min		CY	\$ 3.50	= \$		\$
50,001-200,000; \$175,000 min		CY	\$ 2.50	= \$		\$
greater than 200,000; \$500,000 min		CY	\$ 2.00	= \$		\$
* Permanent Seeding (inc. noxious weed mgmnt.)		AC	\$ 886.00	= \$		\$
* Mulching		AC	\$ 831.00	= \$		\$
* Permanent Erosion Control Blanket		SY	\$ 7.00	= \$		\$
* Permanent Pond/BMP Construction		CY	\$ 22.00	= \$		\$
* Permanent Pond/BMP (provide engineer's estimate)	1	EA	\$150,000.00	= \$	150,000.00	80.00% \$ 30,000.00
		EA		= \$		\$
Safety Fence		LF	\$ 3.00	= \$		\$
Temporary Erosion Control Blanket		SY	\$ 3.00	= \$		\$
Vehicle Tracking Control		EA	\$ 2,625.00	= \$		\$
Silt Fence		LF	\$ 3.00	= \$		\$
Temporary Seeding		AC	\$ 695.00	= \$		\$
Temporary Mulch		AC	\$ 831.00	= \$		\$
Erosion Bales		EA	\$ 28.00	= \$		\$
Erosion Logs/Straw Wattles		LF	\$ 6.00	= \$		\$
Rock Check Dams		EA	\$ 554.00	= \$		\$
Inlet Protection		EA	\$ 185.00	= \$		\$
Sediment Basin		EA	\$ 1,952.00	= \$		\$
Concrete Washout Basin		EA	\$ 997.00	= \$		\$
				= \$		\$
<i>[insert items not listed but part of construction plans]</i>						
				= \$		\$
MAINTENANCE (35% of Construction BMPs)				= \$		\$
* Subject to defect warranty financial assurance. A minimum of 20% shall be retained until final acceptance (MAXIMUM OF 80% COMPLETE ALLOWED)						
Section 1 Subtotal				= \$	150,000.00	\$ 30,000.00

SECTION 2 - PUBLIC IMPROVEMENTS *

ROADWAY IMPROVEMENTS						
Construction Traffic Control	1	LS	\$ 5,000.00	= \$	5,000.00	80.00% \$ 1,000.00
Aggregate Base Course (135 lbs/cf)		Tons	\$ 31.00	= \$		\$
Aggregate Base Course (135 lbs/cf)	3,047	CY	\$ 56.00	= \$	170,632.00	80.00% \$ 34,126.40
Asphalt Pavement (3" thick)		SY	\$ 16.00	= \$		\$
Asphalt Pavement (4" thick)	13,646	SY	\$ 21.00	= \$	286,566.00	80.00% \$ 57,313.20
Asphalt Pavement (6" thick)		SY	\$ 32.00	= \$		\$
Asphalt Pavement (147 lbs/cf) —" thick		Tons	\$ 97.00	= \$		\$
Raised Median, Paved		SF	\$ 9.00	= \$		\$
Regulatory Sign/Advisory Sign	9	EA	\$ 333.00	= \$	2,997.00	80.00% \$ 599.40
Guide/Street Name Sign	9	EA	\$ 400.00	= \$	3,600.00	80.00% \$ 720.00
Epoxy Pavement Marking		SF	\$ 15.00	= \$		\$
Thermoplastic Pavement Marking		SF	\$ 26.00	= \$		\$
Barricade - Type 3		EA	\$ 221.00	= \$		\$
Delineator - Type I		EA	\$ 27.00	= \$		\$
Curb and Gutter, Type A (6" Vertical)	1,976	LF	\$ 32.00	= \$	63,232.00	80.00% \$ 12,646.40
Curb and Gutter, Type B (Median)		LF	\$ 32.00	= \$		\$
Curb and Gutter, Type C (Ramp)	4,975	LF	\$ 32.00	= \$	159,200.00	80.00% \$ 31,840.00
4" Sidewalk (common areas only)		SY	\$ 53.00	= \$		\$
5" Sidewalk		SY	\$ 66.00	= \$		\$
6" Sidewalk	910	SY	\$ 80.00	= \$	72,800.00	80.00% \$ 14,560.00
8" Sidewalk		SY	\$ 106.00	= \$		\$
Pedestrian Ramp	18	EA	\$ 1,273.00	= \$	22,914.00	80.00% \$ 4,582.80
Cross Pan, local (8" thick, 6' wide to include return)	560	LF	\$ 67.00	= \$	37,520.00	80.00% \$ 7,504.00
Cross Pan, collector (9" thick, 8' wide to include return)		LF	\$ 102.00	= \$		\$
Curb Chase		EA	\$ 1,639.00	= \$		\$
Guardrail Type 3 (W-Beam)		LF	\$ 55.00	= \$		\$
Guardrail Type 7 (Concrete)		LF	\$ 80.00	= \$		\$
Guardrail End Anchorage		EA	\$ 2,324.00	= \$		\$
Guardrail Impact Attenuator		EA	\$ 4,172.00	= \$		\$
Sound Barrier Fence (CMU block, 6' high)		LF	\$ 87.00	= \$		\$
Sound Barrier Fence (panels, 6' high)		LF	\$ 89.00	= \$		\$
Electrical Conduit, Size =		LF	\$ 18.00	= \$		\$
Traffic Signal, complete intersection		EA	\$ 470,666	= \$		\$

PROJECT INFORMATION							
Homestead North Filing No. 1	3/7/2024			SF2213			
Project Name	Date			PCD File No.			
Description	Quantity	Units	Unit Cost	Total	(with Pre-Plat Construction)		
					% Complete	Remaining	
[insert items not listed but part of construction plans]				\$ -		\$ -	
STORM DRAIN IMPROVEMENTS				\$ -		\$ -	
Concrete Box Culvert (M Standard), Size (W x H)		LF		\$ -		\$ -	
18" Reinforced Concrete Pipe	824	LF	\$ 70.00	\$ 57,680.00	80.00%	\$ 11,536.00	
24" Reinforced Concrete Pipe	1,538	LF	\$ 83.00	\$ 127,654.00	80.00%	\$ 25,530.80	
30" Reinforced Concrete Pipe		LF	\$ 104.00	\$ -		\$ -	
36" Reinforced Concrete Pipe	88	LF	\$ 128.00	\$ 11,264.00	80.00%	\$ 2,252.80	
42" Reinforced Concrete Pipe		LF	\$ 171.00	\$ -		\$ -	
48" Reinforced Concrete Pipe	292	LF	\$ 209.00	\$ 61,028.00	80.00%	\$ 12,205.60	
54" Reinforced Concrete Pipe		LF	\$ 272.00	\$ -		\$ -	
60" Reinforced Concrete Pipe	1,413	LF	\$ 319.00	\$ 450,747.00	80.00%	\$ 90,149.40	
66" Reinforced Concrete Pipe		LF	\$ 368.00	\$ -		\$ -	
72" Reinforced Concrete Pipe		LF	\$ 421.00	\$ -		\$ -	
18" Corrugated Steel Pipe		LF	\$ 90.00	\$ -		\$ -	
24" Corrugated Steel Pipe		LF	\$ 103.00	\$ -		\$ -	
30" Corrugated Steel Pipe		LF	\$ 131.00	\$ -		\$ -	
36" Corrugated Steel Pipe		LF	\$ 157.00	\$ -		\$ -	
42" Corrugated Steel Pipe		LF	\$ 180.00	\$ -		\$ -	
48" Corrugated Steel Pipe		LF	\$ 190.00	\$ -		\$ -	
54" Corrugated Steel Pipe		LF	\$ 278.00	\$ -		\$ -	
60" Corrugated Steel Pipe		LF	\$ 300.00	\$ -		\$ -	
66" Corrugated Steel Pipe		LF	\$ 364.00	\$ -		\$ -	
72" Corrugated Steel Pipe		LF	\$ 428.00	\$ -		\$ -	
78" Corrugated Steel Pipe		LF	\$ 492.00	\$ -		\$ -	
84" Corrugated Steel Pipe		LF	\$ 588.00	\$ -		\$ -	
Flared End Section (FES) RCP Size = 48 (unit cost = 8x pipe unit cost)	1	EA	\$ 800.00	\$ 800.00	80.00%	\$ 160.00	
Flared End Section (FES) CSP Size = (unit cost = 6x pipe unit cost)		EA		\$ -		\$ -	
End Treatment- Headwall		EA		\$ -		\$ -	
End Treatment- Wingwall		EA		\$ -		\$ -	
End Treatment - Cutoff Wall		EA		\$ -		\$ -	
Curb Inlet (Type R) L=5', Depth < 5'		EA	\$ 6,138.00	\$ -		\$ -	
Curb Inlet (Type R) L=5', 5' ≤ Depth < 10'	3	EA	\$ 7,981.00	\$ 23,943.00	80.00%	\$ 4,788.60	
Curb Inlet (Type R) L=5', 10' ≤ Depth < 15'		EA	\$ 9,242.00	\$ -		\$ -	
Curb Inlet (Type R) L=10', Depth < 5'		EA	\$ 8,447.00	\$ -		\$ -	
Curb Inlet (Type R) L=10', 5' ≤ Depth < 10'	2	EA	\$ 8,706.00	\$ 17,412.00	80.00%	\$ 3,482.40	
Curb Inlet (Type R) L=10', 10' ≤ Depth < 15'		EA	\$ 10,898.00	\$ -		\$ -	
Curb Inlet (Type R) L=15', Depth < 5'		EA	\$ 10,984.00	\$ -		\$ -	
Curb Inlet (Type R) L=15', 5' ≤ Depth < 10'	4	EA	\$ 11,775.00	\$ 47,100.00	80.00%	\$ 9,420.00	
Curb Inlet (Type R) L=15', 10' ≤ Depth < 15'		EA	\$ 12,876.00	\$ -		\$ -	
Curb Inlet (Type R) L=20', Depth < 5'		EA	\$ 11,706.00	\$ -		\$ -	
Curb Inlet (Type R) L=20', 5' ≤ Depth < 10'	2	EA	\$ 12,920.00	\$ 25,840.00	80.00%	\$ 5,168.00	
Grated Inlet (Type C), Depth < 5'		EA	\$ 5,138.00	\$ -		\$ -	
Grated Inlet (Type D), Depth < 5'	4	EA	\$ 6,347.00	\$ 25,388.00	80.00%	\$ 5,077.60	
Storm Sewer Manhole, Box Base	4	EA	\$ 12,876.00	\$ 51,504.00	80.00%	\$ 10,300.80	
Storm Sewer Manhole, Slab Base	9	EA	\$ 7,082.00	\$ 63,738.00	80.00%	\$ 12,747.60	
Geotextile (Erosion Control)		SY	\$ 7.00	\$ -		\$ -	
Rip Rap, d50 size from 6" to 24"		Tons	\$ 89.00	\$ -		\$ -	
Rip Rap, Grouted		Tons	\$ 105.00	\$ -		\$ -	
Drainage Channel Construction, Size (W x H)		LF	\$ -	\$ -		\$ -	
Drainage Channel Lining, Concrete		CY	\$ 631.00	\$ -		\$ -	
Drainage Channel Lining, Rip Rap		CY	\$ 124.00	\$ -		\$ -	
Drainage Channel Lining, Grass		AC	\$ 1,626.00	\$ -		\$ -	
Drainage Channel Lining, Other Stabilization				\$ -		\$ -	
[insert items not listed but part of construction plans]				\$ -		\$ -	
Section 2 Subtotal				\$ 1,788,559.00		\$ 357,711.80	

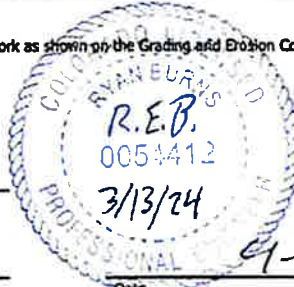
* - Subject to defect warranty financial assurance. A minimum of 20% shall be retained until final acceptance (MAXIMUM OF 80% COMPLETE ALLOWED)

PROJECT INFORMATION							
Homestead North Filing No. 1	3/7/2024		SF2213				
Project Name	Date		PCD File No.				
Description	Quantity	Units	Unit Cost		Total	(with Pre-Plat Construction) % Complete	Remaining
SECTION 3 - COMMON DEVELOPMENT IMPROVEMENTS (Private or District and NOT Maintained by EPC)**							
ROADWAY IMPROVEMENTS							
Noise Wall - BGP-Vollmer	1,800	LF	\$ 70.00	=	\$ 126,000.00	80.00%	\$ 25,200.00
				=	\$ -		\$ -
				=	\$ -		\$ -
				=	\$ -		\$ -
				=	\$ -		\$ -
				=	\$ -		\$ -
STORM DRAIN IMPROVEMENTS (Exception: Permanent Pond/BMP shall be itemized under Section 1)							
				=	\$ -		\$ -
				=	\$ -		\$ -
				=	\$ -		\$ -
				=	\$ -		\$ -
				=	\$ -		\$ -
				=	\$ -		\$ -
WATER SYSTEM IMPROVEMENTS							
Water Main Pipe (PVC), Size 8"	2,921	LF	\$ 71.00	=	\$ 207,391.00	100.00%	\$ -
Water Main Pipe (PVC), Size 12"	1,075	LF	\$ 83.00	=	\$ 89,225.00	100.00%	\$ -
Gate Valves, 8"	23	EA	\$ 2,058.00	=	\$ 47,334.00	100.00%	\$ -
Fire Hydrant Assembly, w/ all valves	7	EA	\$ 7,306.00	=	\$ 51,142.00	100.00%	\$ -
Water Service Line Installation, inc. tap and valves	73	EA	\$ 1,466.00	=	\$ 107,018.00	100.00%	\$ -
Fire Cistern Installation, complete		EA		=	\$ -		\$ -
				=	\$ -		\$ -
				=	\$ -		\$ -
[insert items not listed but part of construction plans]							
SANITARY SEWER IMPROVEMENTS							
Sewer Main Pipe (PVC), Size 8"	2,994	LF	\$ 71.00	=	\$ 212,574.00	100.00%	\$ -
Sanitary Sewer Manhole, Depth < 15 feet	12	EA	\$ 4,858.00	=	\$ 58,296.00	100.00%	\$ -
Sanitary Service Line Installation, complete	73	EA	\$ 1,553.00	=	\$ 113,369.00	100.00%	\$ -
Sanitary Sewer Lift Station, complete		EA		=	\$ -		\$ -
				=	\$ -		\$ -
				=	\$ -		\$ -
[insert items not listed but part of construction plans]							
LANDSCAPING IMPROVEMENTS (For subdivision specific condition of approval, or PUD)							
LS Tracts and Buffers	11,000	SF	\$ 3.75	=	\$ 41,250.00	80.00%	\$ 8,250.00
		EA		=	\$ -		\$ -
		EA		=	\$ -		\$ -
		EA		=	\$ -		\$ -
		EA		=	\$ -		\$ -
		EA		=	\$ -		\$ -
Section 3 Subtotal				=	\$ 1,053,599.00		\$ 33,450.00

** - Section 3 is not subject to defect warranty requirements

PROJECT INFORMATION		
Homestead North Filing No. 1	3/7/2024	SF2213
Project Name	Date	PCD File No.

Description	Quantity	Units	Unit Cost	Total	(with Pre-Plat Construction) % Complete	Remaining
AS-BUILT PLANS (Public Improvements Inc. Permanent WQCV BMPs)		LS	\$ 10,000.00	= \$ 10,000.00	\$	10,000.00
POND/BMP CERTIFICATION (Inc. elevations and volume calculations)		LS	\$ 10,000.00	= \$ 10,000.00	\$	10,000.00
Total Construction Financial Assurance					\$	3,012,158.00
(Sum of all section subtotals plus as-builts and pond/BMP certification)						
Total Remaining Construction Financial Assurance (with Pre-Plat Construction)					\$	441,161.80
(Sum of all section totals less credit for items complete plus as-builts and pond/BMP certification)						
Total Defect Warranty Financial Assurance					\$	387,711.80
(20% of all items identified as (*). To be collateralized at time of preliminary acceptance)						

Approvals	
I hereby certify that this is an accurate and complete estimate of costs for the work as shown on the Grading and Erosion Control Plan and Construction Drawings associated with the Project.	
 _____ Engineer (P.E. Seal Required)	 4-4-24
Approved by Owner / Applicant _____ Gilbert LaForce, P.E. Digitally signed by Gilbert LaForce, P.E. Reason: On Behalf of the County Engineer Date: 2024.05.13 17:10:17-06'00'	Date _____ 05/13/2024
Approved by El Paso County Engineer / ECM Administrator _____ Date _____	



COMMISSIONERS:
CAMI BREMER (CHAIR)
CARRIE GEITNER (VICE-CHAIR)

HOLLY WILLIAMS
STAN VANDERWERF
LONGINOS GONZALEZ, JR.

EL PASO BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Date: Tuesday, July 23, 2024 Item No. 5.c.

To: Board of County Commissioners

From: Meggan Herington, AICP, Executive Director - Planning and Community Development/Gilbert Laforce, Engineering Manager - Department of Public Works

Agenda Wording: Partial Release of Subdivision Bond No. PB03010408718 for Sterling Ranch Filing 3 in the amount of \$964,201.60

SUMMARY (including information on budgeted matters)

Partial Release of Subdivision Bond No. PB03010408718 for Sterling Ranch Filing 3 in the amount of \$964,201.60

BACKGROUND (including information on budgeted matters)

The Improvements in the above project has been partially completed and inspected. Funds representing these improvements are ready for a partial release. Please refer to the uploaded materials for information regarding the developer, surety provider, and current surety status and calculation details of this release request.

ESTIMATED TIME FOR PRESENTATION

 5 minutes/hours

FINANCIAL IMPLICATIONS

Business Year:	2024	Subject to TABOR? NO
Fund:		
Funding Amount:	\$0.00	
Increase to original adopted Budget	\$0.00	
Net Cost to County:	\$0.00	
Total Project Cost:	\$0.00	
Vendor Information		

ATTACHMENTS

The Improvements in the above project has been partially completed and inspected. Funds representing these improvements are ready for a partial release. Please refer to the uploaded materials for information regarding the developer, surety provider, and current surety status and calculation details of this release request.

TO: BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, STATE OF COLORADO

DATE: July 23, 2024

SUBJECT: Partial Release of Guaranteed Funds.

NAME OF SUBDIVISION: Sterling Ranch Filing 3
FILE REFERENCE: SF-21-032

NAME OF DEVELOPER: Classic Companies
6385 Corporate Dr. Suite 200
Colorado Springs, CO 80919

ISSUING AGENT: Philadelphia Insurance Companies
251 S. Lake Avenue, Suite 360
Pasadena, CA 91105

TYPE OF SECURITY: Subdivision Bond No PB03010408718

ORIGINAL AMOUNT: \$1,266,144.80

RELEASE REQUEST AMT: \$964,201.60

COMMISSIONERS:

Release of guaranteed funds for public and or private improvements to include grading and erosion control has been requested by the developer named above. All work has been inspected by county staff, and a release of funds in the amount of \$964,201.60 is hereby recommended. All supporting data attached hereto.

A resolution of preliminary acceptance of these improvements has not yet been approved as this is a partial release of funds.

Gilbert LaForce, P.E.

Digitally signed by Gilbert LaForce, P.E.
Reason: On Behalf of the County
Engineer
Date: 2024.06.26 13:55:32-06'00'

Joshua Palmer, P.E.
County Engineer

Upon approval, please sign as provided below and authorize the release to the proper audit channel.

RELEASE APPROVED IN THE AMOUNT OF: \$ _____

DATE: _____

CHAIR OF THE
BOARD OF COUNTY COMMISSIONERS

ATTEST: _____
COUNTY CLERK AND RECORDER

- ☒ As-Builts Not Required
☐ As-Builts Pending
☐ As-Builts Approved

COPIES: TREASURER

FINANCE

DEVELOPMENT SERVICES (2)

DEVELOPER

Supporting Data for Release of Guaranteed Funds

Subdivision: Sterling Ranch Filing 3 File Number: SF-21-032

Original Amount \$1,266,144.80

Date	Release Type / Reason for Release	Release Amount
7/23/2024	Partial	\$964,201.60

Released to Date	\$964,201.60
Remaining Balance	\$301,943.20

The release of funds does not imply acceptance. The Developer is responsible to provide a warranty period for the public improvements from the date of the BoCC Preliminary Acceptance.



A Member of the Tokio Marine Group

Bond Number: **PB03010408718**

RIDER

To be attached to and form a part of **PB03010408718** Bond, issued by the undersigned company, as Surety on behalf of **Elite Properties of America, Inc.** as Principal, in favor of **El Paso County, CO** as Obligee,

Effective **6/28/2022**, the Principal and the Surety hereby agree to amend the attached bond as follows:

The **Description** has been AMENDED from:

Grading and Erosion Control, Public Improvements, Storm Drain, Common Development Improvements (Private or District)
- Homestead at Sterling Ranch - Filing No. 3

To:

Grading and Erosion Control, Public Improvements, Storm Drain, Common Development Improvements (Private or District)
- Sterling Ranch - Filing No. 3

All else remains the same.

Provided that the liability under this endorsement shall be part of, and not in addition to, the liability under the attached Bond, and in no event shall be cumulative.

Nothing herein contained shall vary, alter or extend any of the provisions, conditions; or other terms of this bond except as above stated.

SIGNED, SEALED, DATED: August 17, 2022

Elite Properties of America, Inc.

(Principal)

By: 

Philadelphia Indemnity Insurance Company

(Surety)

By: 

Michelle Haase, Attorney In Fact

Endorsement No. 1

DIRECT CORRESPONDENCE TO:

Philadelphia Insurance Companies, 251 S. Lake Ave., Suite 360, Pasadena, CA 91101
PHONE (626) 639-1321

STATE OF Colorado

COUNTY OF El Paso

On 8/18/22, before me, Christine Wise,
(here insert name of notary)

personally appeared Jan Merriman
(name(s) of Signer(s))

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Christine L. Wise (SEAL)
My Commission Expires: 12-02-2025

CHRISTINE L WISE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19974021715
MY COMMISSION EXPIRES DECEMBER 02, 2025

This area for Official Notarial Seal

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

- ☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

PB03010408718

TITLE OF TYPE OF DOCUMENT

1

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On AUG 17 2022 before me, Janina Monroe, Notary Public
(Here insert name and title of the officer)

personally appeared Michelle Haase
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☒ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE AND MARTHA BARRERAS OF LOCKTON COMPANIES, LLC**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, **PHILADELPHIA INDEMNITY INSURANCE COMPANY** HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



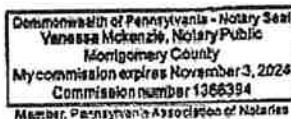
(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Vanessa McKenzie



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**.

AUG 17 2022

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of _____.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



PHILADELPHIA INSURANCE COMPANIES

A Member of the Tokio Marine Group

SUBDIVISION BOND

Bond No.: PB03010408718
Premium: \$6,331 / Annually

Principal Amount: \$1,266,144.80

KNOW ALL MEN BY THESE PRESENTS, that we SR Land, LLC, a Colorado limited liability company, 20 Boulder Crescent, Colorado Springs, CO 80903 and Elite Properties of America, Inc. dba Classic Companies, 6385 Corporate Drive, Suite 200, Colorado Springs, CO 80919 as Principal, and Philadelphia Indemnity Insurance Company, 251 S. Lake Avenue, Suite 360, Pasadena, California, 91105 a Pennsylvania Corporation authorized to transact surety business in the State of Colorado, as Surety, are held and firmly bound unto the Board of County Commissioners of El Paso County, Colorado, 2880 International Circle, Suite 110, Colorado Springs, CO 80910, as Obligee, in the penal sum of One Million Two Hundred Sixty-Six Thousand One Hundred Forty-Four and 80/100 dollars (\$1,266,144.80), lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, we SR Land, LLC, a Colorado limited liability company, 20 Boulder Crescent, Colorado Springs, CO 80903 and Elite Properties of America, Inc., dba Classic Companies, 6385 Corporate Drive, Suite 200, Colorado Springs, CO 80919 has agreed to construct in Homestead at Sterling Ranch Subdivision, Filing No. 3, in El Paso County, Colorado, the following improvements: Grading and Erosion Control, Public Improvements, Storm Drain, Common Development Improvements (Private or District) as outlined on the attached Financial Assurance Form for Homestead at Sterling Ranch Subdivision, Filing No. 3.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall construct, or have constructed, the improvements herein described, and shall save the Obligee harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void, otherwise to remain in full force and effect, and the Surety, upon receipt of a resolution of the Board of County Commissioners of El Paso County indicating that the improvements have not been installed or completed, will complete the improvements or pay to El Paso County such amount up to the Principal amount of this Bond which will allow El Paso County to complete the improvements.

Upon approval by the Board of County Commissioners of El Paso County, this instrument may be proportionately reduced as the public improvements are completed.

In the event of any legal proceeding under this Subdivision Bond, this Subdivision Bond shall be governed by, and interpreted in accordance with, the laws of the State of Colorado. Jurisdiction and venue shall be in the District Court in and for El Paso County, Colorado.

PROVIDED FURTHER, that the said Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Financial Assurance Form, or the work to be performed thereunder, or the Specifications and Plans accompanying the same or incorporated by reference into such Financial Assurance Form, shall in anywise affect its obligation on this Bond and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Financial Assurance Form, or to the work, or to the Specifications and Plans.

EPCDSD File # _____



PHILADELPHIA INSURANCE COMPANIES

A Member of the Tokio Marine Group

Bond No. PB03010408718

Page Two (2)

Signed, sealed and dated this 28th day of June, 2022.

SR Land, LLC, a Colorado limited liability company
Principal

By:

James May

Title:

Manager

Philadelphia Indemnity Insurance Company
Surety

By:

Michelle Haase
Michelle Haase

Title: Attorney-in-Fact

Elite Properties of America, Inc.
dba: Classic Companies
Principal

By:

Jonathan May CFO

Title:

CFO

STATE OF Colorado

COUNTY OF El Paso

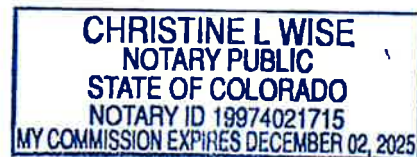
On 6/29/22, before me, Christine Wise,
(here insert name of notary)

personally appeared Jan R. Merriman
(name(s) of Signer(s))

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Christine R. Wise (SEAL)
My Commission Expires: 12-02-2025



This area for Official Notarial Seal

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

- ☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

PB03010408718

TITLE OF TYPE OF DOCUMENT

1

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On JUN 28 2022 before me, Janina Monroe, Notary Public,
(Here insert name and title of the officer)

personally appeared Michelle Haase,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that
~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(~~ies~~), and that by
~~his/her/their~~ signature(~~s~~) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

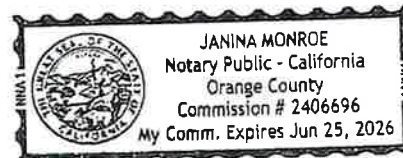
I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

☐ Individual (s)

☐ Corporate Officer

(Title)

☐ Partner(s)

☒ Attorney-in-Fact

☐ Trustee(s)

☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE AND MARTHA BARRERAS OF LOCKTON COMPANIES, LLC**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** on the 14th of November, 2016.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER
RESOLVED:**

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, **PHILADELPHIA INDEMNITY INSURANCE COMPANY** HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



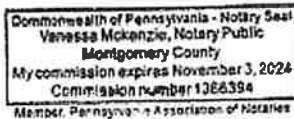
(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Vanessa McKenzie



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of _____

JUN 2 8 2022

JUN 2 8 2022



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

2021 Financial Assurance Estimate Form
(with pre-plat construction)

PROJECT INFORMATION									
Sterling Ranch Filing 3			3/7/2024			SF-2132			
Project Name			Date			PCD File No.			
Description	Quantity	Units	Unit Cost	Total	(with Pre-Plat Construction)				
					% Complete	Remaining			
SECTION 1 - GRADING AND EROSION CONTROL (Construction and Permanent BMPs)									
* Earthwork									
less than 1,000; \$5,300 min		CY	\$ 8.00	= \$ -		\$ -			
1,000-5,000; \$8,000 min		CY	\$ 6.00	= \$ -		\$ -			
5,001-20,000; \$30,000 min		CY	\$ 5.00	= \$ -		\$ -			
20,001-50,000; \$100,000 min		CY	\$ 3.50	= \$ -		\$ -			
50,001-200,000; \$175,000 min	60,500	CY	\$ 2.50	= \$ 175,000.00	80.00%	\$ 35,000.00			
greater than 200,000; \$500,000 min		CY	\$ 2.00	= \$ -		\$ -			
* Permanent Seeding (inc. noxious weed mgmt.)	3	AC	\$ 828.00	= \$ 2,484.00	80.00%	\$ 496.80			
* Mulching	3	AC	\$ 777.00	= \$ 2,331.00	80.00%	\$ 466.20			
* Permanent Erosion Control Blanket		SY	\$ 6.00	= \$ -		\$ -			
* Permanent Pond/BMP Construction		CY	\$ 21.00	= \$ -		\$ -			
* Permanent Pond/BMP (Spillway)		EA	\$ 10,000.00	= \$ -		\$ -			
* Permanent Pond/BMP (Outlet Structure)		EA	\$ 15,000.00	= \$ -		\$ -			
Safety Fence		LF	\$ 3.00	= \$ -		\$ -			
Temporary Erosion Control Blanket	4,000	SY	\$ 3.00	= \$ 12,000.00	80.00%	\$ 2,400.00			
Vehicle Tracking Control	2	EA	\$ 2,453.00	= \$ 4,906.00	80.00%	\$ 981.20			
Silt Fence	1,700	LF	\$ 2.60	= \$ 4,420.00	80.00%	\$ 884.00			
Temporary Seeding	10	AC	\$ 650.00	= \$ 6,500.00	80.00%	\$ 1,300.00			
Temporary Mulch	10	AC	\$ 777.00	= \$ 7,770.00	80.00%	\$ 1,554.00			
Erosion Bales	16	EA	\$ 26.00	= \$ 416.00	80.00%	\$ 83.20			
Erosion Logs/Straw Waddle		LF	\$ 5.00	= \$ -		\$ -			
Rock Check Dams	13	EA	\$ 518.00	= \$ 6,734.00	80.00%	\$ 1,346.80			
Inlet Protection	10	EA	\$ 173.00	= \$ 1,730.00	80.00%	\$ 346.00			
Sediment Basin		EA	\$ 1,824.00	= \$ -		\$ -			
Concrete Washout Basin	1	EA	\$ 932.00	= \$ 932.00	80.00%	\$ 186.40			
[insert items not listed but part of construction plans]						\$ -			
MAINTENANCE (35% of Construction BMPs)				= \$ 15,892.80		\$ 15,892.80			
Section 1 Subtotal				= \$ 241,115.80		\$ 60,937.40			
SECTION 2 - PUBLIC IMPROVEMENTS *									
ROADWAY IMPROVEMENTS									
Construction Traffic Control	1	LS	\$ 5,000.00	= \$ 5,000.00	80.00%	\$ 1,000.00			
Aggregate Base Course (135 lbs/cf)		Tons	\$ 29.00	= \$ -		\$ -			
Aggregate Base Course (135 lbs/cf)	2,230	CY	\$ 52.00	= \$ 115,960.00	80.00%	\$ 23,192.00			
Asphalt Pavement (3" thick)		SY	\$ 14.50	= \$ -		\$ -			
Asphalt Pavement (4" thick)	9,950	SY	\$ 20.00	= \$ 199,000.00	80.00%	\$ 39,800.00			
Asphalt Pavement (6" thick)		SY	\$ 30.00	= \$ -		\$ -			
Asphalt Pavement (147 lbs/cf) 4" thick		Tons	\$ 91.00	= \$ -		\$ -			
Raised Median, Paved		SF	\$ 8.30	= \$ -		\$ -			
Regulatory Sign/Advisory Sign	7	EA	\$ 311.00	= \$ 2,177.00	80.00%	\$ 435.40			
Guide/Street Name Sign	14	EA	\$ 200.00	= \$ 2,800.00	80.00%	\$ 560.00			
Epoxy Pavement Marking		SF	\$ 14.00	= \$ -		\$ -			
Thermoplastic Pavement Marking		SF	\$ 24.00	= \$ -		\$ -			
Barricade - Type 3	4	EA	\$ 207.00	= \$ 828.00	80.00%	\$ 165.60			
Delineator - Type 1		EA	\$ 25.00	= \$ -		\$ -			
Curb and Gutter Type A (6" Vertical)	1,510	LF	\$ 31.00	= \$ 46,810.00	80.00%	\$ 9,362.00			
Curb and Gutter, Type B (Median)		LF	\$ 31.00	= \$ -		\$ -			
Curb and Gutter, Type C (Ramp)	4,490	LF	\$ 31.00	= \$ 139,190.00	80.00%	\$ 27,838.00			
4" Sidewalk (common areas only)		SY	\$ 50.00	= \$ -		\$ -			
5" Sidewalk	3,300	SY	\$ 62.00	= \$ 204,600.00	80.00%	\$ 40,920.00			
6" Sidewalk		SY	\$ 75.00	= \$ -		\$ -			
8" Sidewalk		SY	\$ 99.00	= \$ -		\$ -			
Pedestrian Ramp	11	EA	\$ 1,190.00	= \$ 13,090.00	80.00%	\$ 2,618.00			
Cross Pan, local (6" thick, 6' wide to include return)	200	LF	\$ 63.00	= \$ 12,600.00	80.00%	\$ 2,520.00			
Cross Pan, collector (9" thick, 8' wide to include return)		LF	\$ 95.00	= \$ -		\$ -			
Curb Chase		EA	\$ 1,532.00	= \$ -		\$ -			
Guardrail Type 3 (W-Beam)		LF	\$ 51.00	= \$ -		\$ -			
Guardrail Type 7 (Concrete)		LF	\$ 75.00	= \$ -		\$ -			
Guardrail End Anchorage		EA	\$ 2,172.00	= \$ -		\$ -			
Guardrail Impact Attenuator		EA	\$ 3,899.00	= \$ -		\$ -			
Sound Barrier Fence (CMU block, 6' high)		LF	\$ 81.00	= \$ -		\$ -			
Sound Barrier Fence (panels, 6' high)		LF	\$ 83.00	= \$ -		\$ -			
Electrical Conduit, Size =		LF	\$ 17.00	= \$ -		\$ -			
Traffic Signal, complete intersection		EA	\$ 439,875	= \$ -		\$ -			

PROJECT INFORMATION		
Sterling Ranch Filing 3	3/7/2024	SF-2132
Project Name	Date	PCD File No.

Description	Quantity	Units	Unit Cost	Total	(with Pre-Plat Construction)	
					% Complete	Remaining
<i>[insert items not listed but part of construction plans]</i>				\$ -		\$ -
STORM DRAIN IMPROVEMENTS				\$ -		\$ -
Concrete Box Culvert (M Standard), Size (W x H)		LF		\$ -		\$ -
18" Reinforced Concrete Pipe	1,138	LF	\$ 67.00	\$ 76,246.00	80.00%	\$ 15,249.20
24" Reinforced Concrete Pipe	126	LF	\$ 81.00	\$ 10,206.00	80.00%	\$ 2,041.20
30" Reinforced Concrete Pipe		LF	\$ 100.00	\$ -		\$ -
36" Reinforced Concrete Pipe	512	LF	\$ 124.00	\$ 63,488.00	80.00%	\$ 12,697.60
42" Reinforced Concrete Pipe		LF	\$ 166.00	\$ -		\$ -
48" Reinforced Concrete Pipe		LF	\$ 202.00	\$ -		\$ -
54" Reinforced Concrete Pipe		LF	\$ 254.00	\$ -		\$ -
60" Reinforced Concrete Pipe		LF	\$ 298.00	\$ -		\$ -
66" Reinforced Concrete Pipe		LF	\$ 344.00	\$ -		\$ -
72" Reinforced Concrete Pipe		LF	\$ 393.00	\$ -		\$ -
84" Reinforced Concrete Pipe		LF	\$ 520.00	\$ -		\$ -
24" Corrugated Steel Pipe		LF	\$ 99.00	\$ -		\$ -
30" Corrugated Steel Pipe		LF	\$ 126.00	\$ -		\$ -
36" Corrugated Steel Pipe		LF	\$ 152.00	\$ -		\$ -
42" Corrugated Steel Pipe		LF	\$ 174.00	\$ -		\$ -
48" Corrugated Steel Pipe		LF	\$ 184.00	\$ -		\$ -
54" Corrugated Steel Pipe		LF	\$ 269.00	\$ -		\$ -
60" Corrugated Steel Pipe		LF	\$ 290.00	\$ -		\$ -
66" Corrugated Steel Pipe		LF	\$ 352.00	\$ -		\$ -
72" Corrugated Steel Pipe		LF	\$ 414.00	\$ -		\$ -
78" Corrugated Steel Pipe		LF	\$ 476.00	\$ -		\$ -
84" Corrugated Steel Pipe		LF	\$ 569.00	\$ -		\$ -
Flared End Section (FES) RCP Size = 18		EA	\$ 960.00	\$ -		\$ -
<i>(unit cost = 6x pipe unit cost)</i>						
Flared End Section (FES) CSP Size = 24		EA	\$ 720.00	\$ -		\$ -
<i>(unit cost = 6x pipe unit cost)</i>						
Flared End Section (FES) RCP Size = 36	1	EA	\$ 600.00	\$ 600.00	80.00%	\$ 120.00
<i>(unit cost = 6x pipe unit cost)</i>						
Flared End Section (FES) RCP Size = 18		EA	\$ 390.00	\$ -		\$ -
<i>(unit cost = 6x pipe unit cost)</i>						
Temp (FES) RCP Size = 66		EA	\$ 1,992.00	\$ -		\$ -
<i>(unit cost = 6x pipe unit cost)</i>						
Temp. (FES) RCP Size = 72		EA	\$ 2,280.00	\$ -		\$ -
<i>(unit cost = 6x pipe unit cost)</i>						
End Treatment- Headwall		EA	\$ 10,000.00	\$ -		\$ -
End Treatment- Wingwall		EA	\$ 18,000.00	\$ -		\$ -
End Treatment - Cutoff Wall		EA	\$ 1,000.00	\$ -		\$ -
Curb Inlet (Type R) L=5', Depth < 5'		EA	\$ 5,736.00	\$ -		\$ -
Curb Inlet (Type R) L=5', 5' ≤ Depth < 10'		EA	\$ 7,440.00	\$ -		\$ -
Curb Inlet (Type R) L=5', 10' ≤ Depth < 15'		EA	\$ 8,637.00	\$ -		\$ -
Curb Inlet (Type R) L=10', Depth < 5'		EA	\$ 7,894.00	\$ -		\$ -
Curb Inlet (Type R) L=10', 5' ≤ Depth < 10'	1	EA	\$ 8,136.00	\$ 8,136.00	80.00%	\$ 1,627.20
Curb Inlet (Type R) L=10', 10' ≤ Depth < 15'		EA	\$ 10,185.00	\$ -		\$ -
Curb Inlet (Type R) L=15', Depth < 5'		EA	\$ 10,265.00	\$ -		\$ -
Curb Inlet (Type R) L=15', 5' ≤ Depth < 10'	3	EA	\$ 11,005.00	\$ 33,015.00	80.00%	\$ 6,603.00
Curb Inlet (Type R) L=15', 10' ≤ Depth < 15'		EA	\$ 12,034.00	\$ -		\$ -
Curb Inlet (Type R) L=20', Depth < 5'		EA	\$ 10,940.00	\$ -		\$ -
Curb Inlet (Type R) L=20', 5' ≤ Depth < 10'		EA	\$ 12,075.00	\$ -		\$ -
Grated Inlet (Type C), Depth < 5'	5	EA	\$ 4,802.00	\$ 24,010.00	80.00%	\$ 4,802.00
Grated Inlet (Type D), Depth < 5'	1	EA	\$ 5,932.00	\$ 5,932.00	80.00%	\$ 1,186.40
Storm Sewer Manhole, Box Base	1	EA	\$ 12,034.00	\$ 12,034.00	80.00%	\$ 2,406.80
Storm Sewer Manhole, Slab Base		EA	\$ 6,619.00	\$ -		\$ -
Geotextile (Erosion Control)		SY	\$ 6.20	\$ -		\$ -
Rip Rap, d50 size from 6" to 24"		Tons	\$ 83.00	\$ -		\$ -
Rip Rap, Grouted		Tons	\$ 98.00	\$ -		\$ -
Drainage Channel Construction, Size (W x H)		LF		\$ -		\$ -
Drainage Channel Lining, Concrete		CY	\$ 590.00	\$ -		\$ -
Drainage Channel Lining, Rip Rap		CY	\$ 116.00	\$ -		\$ -
Drainage Channel Lining, Grass		AC	\$ 1,520.00	\$ -		\$ -
Drainage Channel Lining, Other Stabilization				\$ -		\$ -
<i>[insert items not listed but part of construction plans]</i>				\$ -		\$ -
Section 2 Subtotal				\$ 975,722.00		\$ 195,144.40

* - Subject to object warranty financial assurance. A minimum of 20% shall be retained until final acceptance (MAXIMUM OF 80% COMPLETE ALLOWED).

PROJECT INFORMATION							
Sterling Ranch Filing 3		3/7/2024		SF-2132			
Project Name		Date		PCD File No.			
Description	Quantity	Units	Unit Cost		Total	(with Pre-Plat Construction) % Complete	Remaining
SECTION 3 - COMMON DEVELOPMENT IMPROVEMENTS (Private or District and NOT Maintained by EPC)**							
ROADWAY IMPROVEMENTS							
				=	\$ -		\$ -
				=	\$ -		\$ -
				=	\$ -		\$ -
				=	\$ -		\$ -
				=	\$ -		\$ -
				=	\$ -		\$ -
STORM DRAIN IMPROVEMENTS							
(Exception: Permanent Pond BMP shall be itemized under Section 1)							
				=	\$ -		\$ -
				=	\$ -		\$ -
				=	\$ -		\$ -
				=	\$ -		\$ -
				=	\$ -		\$ -
WATER SYSTEM IMPROVEMENTS							
Water Main Pipe (PVC), Size 8"	2,900	LF	\$ 66.00	=	\$ 191,400.00	100.00%	\$ -
Water Main Pipe (Ductile Iron), Size 8"		LF	\$ 78.00	=	\$ -	100.00%	\$ -
Gate Valves, 8"	9	EA	\$ 1,923.00	=	\$ 17,307.00	100.00%	\$ -
Fire Hydrant Assembly, w/ all valves	5	EA	\$ 6,828.00	=	\$ 34,140.00	100.00%	\$ -
Water Service Line Installation, inc. tap and valves	66	EA	\$ 1,370.00	=	\$ 90,420.00	100.00%	\$ -
Fire Cistern Installation, complete		EA		=	\$ -		\$ -
				=	\$ -		\$ -
[insert items not listed but part of construction plans]							
				=	\$ -		\$ -
SANITARY SEWER IMPROVEMENTS							
Sewer Main Pipe (PVC), Size 8"	2,455	LF	\$ 66.00	=	\$ 162,030.00	100.00%	\$ -
Sanitary Sewer Manhole, Depth < 15 feet	8	EA	\$ 4,540.00	=	\$ 36,320.00	100.00%	\$ -
Sanitary Service Line Installation, complete	66	EA	\$ 1,451.00	=	\$ 95,766.00	100.00%	\$ -
Sanitary Sewer Lift Station, complete		EA		=	\$ -		\$ -
Sewer Main Underdrains	2,455	LF	\$ 25.00	=	\$ 61,375.00	100.00%	\$ -
[insert items not listed but part of construction plans]							
				=	\$ -		\$ -
LANDSCAPING IMPROVEMENTS							
(For subdivision specific condition of approval, or PUD)							
Upland Native Seed Mix	66,837	SF	\$ 1.00	=	\$ 66,837.00	80.00%	\$ 13,367.40
Deciduous Trees	7	EA	\$ 450.00	=	\$ 3,150.00	80.00%	\$ 630.00
Evergreen Trees	50	EA	\$ 600.00	=	\$ 30,000.00	80.00%	\$ 6,000.00
Landscape Groundcover Install	1	LS	\$ 40,080.00	=	\$ 40,080.00	80.00%	\$ 8,016.00
Landscape Tree Install	1	LS	\$ 9,960.00	=	\$ 9,960.00	80.00%	\$ 1,992.00
1-4' wall (per face square foot)	732	SF	\$ 40.00	=	\$ 29,280.00	80.00%	\$ 5,856.00
Section 3 Subtotal				=	\$ 868,065.00		\$ 35,861.40

** - Section 3 is not subject to defect warranty requirements

PROJECT INFORMATION		
Sterling Ranch Filing 3	3/7/2024	SF-2132
Project Name	Date	PCD File No.

Description	Quantity	Units	Unit Cost	Total	(with Pre-Plat Construction) % Complete	Remaining
AS-BUILT PLANS (Public Improvements Inc. Permanent WQCV BMPs)		LS	\$ 10,000.00	= \$ 10,000.00	\$	10,000.00
POND/BMP CERTIFICATION (Inc. elevations and volume calculations)		LS		= \$ -	\$	-
Total Construction Financial Assurance					\$	2,094,902.80
(Sum of all section subtotals plus as-builts and pond/BMP certification)						
Total Remaining Construction Financial Assurance (with Pre-Plat Construction)					\$	301,943.20
(Sum of all section totals less credit for items complete plus as-builts and pond/BMP certification)						
Total Defect Warranty Financial Assurance					\$	231,107.40
(20% of all items identified as (*). To be collateralized at time of preliminary acceptance)						

Approvals	
I hereby certify that this is an accurate and complete estimate of costs for the work as shown on the Grading and Erosion Control Plan and Construction Drawings associated with the Project.	
Engineer (P.E. Seal Required) Approved by Owner / Applicant Gilbert LaForce, P.E. Approved by El Paso County Engineer / EOM Administrator Digitally signed by Gilbert LaForce, P.E. Reason: On Behalf of the County Engineer Date: 2024.05.13 17:09:01-06'00'	4-4-24 05/13/2024 Date



COMMISSIONERS:
CAMI BREMER (CHAIR)
CARRIE GEITNER (VICE-CHAIR)

HOLLY WILLIAMS
STAN VANDERWERF
LONGINOS GONZALEZ, JR.

EL PASO BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Date: Tuesday, July 23, 2024 Item No. 5.d.

To: Board of County Commissioners

From: Kevin Mastin, Executive Director - Department of Public Works/Joshua Palmer,
County Engineer

Agenda Wording: Resolution approving a haul route agreement with Ellicott Sand & Gravel, LLC.

SUMMARY (including information on budgeted matters)

El Paso County Department of Public Works and Ellicott Sand & Gravel, LLC have agreed to enter into a haul route agreement that addresses the impacts of the mining operation on the County roadway, Baggett Road, along the proposed haul route. Staff recommends approval of the haul route agreement with Ellicott Sand & Gravel, LLC.

BACKGROUND (including information on budgeted matters)

On August 2, 2022, and pursuant to Resolution No. 22-269, the County approved a special use application by Ellicott Sand & Gravel, LLC for a mineral and natural resources extraction operation. As a condition of approval of the special use application, the Developer and the County must enter into a haul route agreement that identifies and addresses the impacts of the operation on County roads prior to site development plan approval.

ESTIMATED TIME FOR PRESENTATION

 3 minutes

FINANCIAL IMPLICATIONS

Business Year:	2024	Subject to TABOR? NO
Fund:		
Funding Amount:	\$0.00	

Increase to original adopted Budget	\$0.00
Net Cost to County:	\$0.00
Total Project Cost:	\$0.00
Vendor Information	

ATTACHMENTS

Haul Route Agreement Ellicott Sand & Gravel Resolution.pdf
Ellicott Sand and Gravel Haul Route Agreement final.pdf
Exhibit D - DPW Cost Estimate.pdf
Haul Route Exhibit C.pdf
Vicinity Map.docx

RESOLUTION NO. 24 –

BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO

**RESOLUTION APPROVING A HAUL ROUTE AGREEMENT WITH ELLICOTT SAND
& GRAVEL**

WHEREAS, pursuant to C.R.S. §§ 30-11-101(1)(d), 30-11-103, and 30-11-107(1)(a), the Board of County Commissioners of El Paso County, Colorado (hereinafter “Board” or “County”) has the authority to manage the concerns of the County and to make all contracts and do all other acts concerning the County when deemed by the Board to be in the best interests of the citizens of El Paso County; and

WHEREAS on August 2, 2022, and pursuant to Resolution No. 22-269, the County approved a special use application by Ellicott Sand and Gravel, LLC, a Colorado limited liability company (“Developer”) for the operation of a mineral and natural resources extraction operation, specifically a sand and gravel pit; and

WHEREAS as a condition of approval of the mineral extraction operation, Developer and the County must enter into a haul route agreement that identifies the impacts of the operation on County roads and seeks to address such impacts; and

WHEREAS the Board finds that it is in the best interest of El Paso County to participate in the Haul Route Agreement with the Developer for the purpose of the haul route and any impacts, which participation requires the approval of the Haul Route Agreement – Ellicott Sand & Gravel attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of El Paso County, Colorado hereby approves the Haul Route Agreement – Ellicott Sand & Gravel attached hereto as Exhibit A.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: _____
Steve Schleiker
County Clerk & Recorder

By: _____
Cami Bremer, Chair

HAUL ROUTE AGREEMENT ELLCOTT SAND & GRAVEL

This Haul Route Agreement ("Agreement") is entered into this 24 day of June, 2024 ("Effective Date") by and between El Paso County, by and through the Board of County Commissioners of El Paso County, Colorado, a statutory county and political subdivision of the State of Colorado ("County") and Ellicott Sand and Gravel, LLC, a Colorado limited liability company ("Developer"). County and Developer may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

- A. On August 2, 2022 and pursuant to Resolution No. 22-269, the County approved a special use application submitted by Developer for the operation of a mineral and natural resources extraction operation, specifically a sand and gravel pit, on property legally described in Exhibit A and depicted on Exhibit B, both attached hereto and incorporated herein by reference ("Special Use Approval").
- B. As a condition of approval of the mineral extraction operation, Developer must enter into a haul route agreement that identifies impacts of the operation on County roads and seeks to address such impacts. The purpose of this Agreement is to comply with that requirement.
- C. The provisions of this Agreement are intended to address the impacts of the first phase of the Operation, as that term is defined herein. Future phases of the Operation will be addressed through amendments to this Agreement.

AGREEMENT

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

1. Incorporation of Recitals. The Recitals set forth above shall be incorporated by reference into this Agreement as if fully stated herein.
2. General Operation Description. The Operation is an open pit sand and gravel extraction and processing operation on approximately 734 acres, to consist of six (6) phases over an estimated fifty-one to eighty (51-80) years, with reclamation occurring concurrently as each mining phase concludes.
3. Compliance with Applicable Laws. Developer must comply with all applicable federal, state, and local laws, ordinances, rules, and regulations and all applicable approvals, permits, and licenses in the construction, operation, and decommissioning of the Operation. Developer may not commence any construction or operational activity related to the Operation until obtaining all necessary approvals, permits, and licenses required to be obtained prior to such commencement of construction or operation.



4. Identification of Haul Route. The Parties agree that the Operation will impact County paved and unpaved roads based on the number of anticipated trips per day and the weight of the vehicles making such trips. Developer has identified a Haul Route for Phase 1 of the Operation ("Haul Route") along public roads to and from the Operation site. The Haul Route is depicted in Exhibit C, attached hereto, and generally includes State Highway 94 west from Baggett Road and Baggett Road south from State Highway 94 to the Operation site.

5. Term of Agreement. This Agreement shall remain in effect thirty (30) days following the conclusion of all extraction and processing activities of the Operation. Because the specific provisions of this Agreement address only the anticipated impacts of Phase 1 of the Operation, it is anticipated that the Parties will enter into future amendments to or restatements of this Agreement.

6. Identification of Impacts to Haul Route. The County and Developer have relied upon the following information in identifying the Operation's anticipated impacts to the Haul Route, the mitigation measures to be applied, and the costs thereof:

- a. Information contained in the Traffic Impact Studies prepared by LSC Transportation Consultants dated October 12, 2021 and September 14, 2023, including but not limited to the proposed mining schedule, the proposed haul route, and estimate truck/trip counts.
- b. Information contained in the Aggregate Surfacing Design Report for South Baggett Road prepared by Entech Engineering, dated November 13, 2023, including recommendations for new aggregate surfaced roadway, construction methods, and maintenance considerations.
- c. Estimated annual tonnage of 85,800 tons in years 0-3 of the Operation and 268,840 tons in years 4+ of the Operation.
- d. An impacted Haul Route distance of 1.7 miles.
- e. Initial Improvement costs as detailed in Exhibit D:
 - Subgrade Preparation, Aggregate Surface Material Placement, Reclamation and Chemical Treatment: **\$250,343.21**.
- f. Anticipated Annual maintenance schedule to be performed by El Paso County:
 - Year 1 – Initial Improvements per 6.e (performed prior to start of hauling)
 - Years 2 through 5 – Routine maintenance, including point repairs and replacement of materials as required.
 - Year 6 – Replacement of Initial Improvements installed per 6.e.
 - Years 7+ – Follows same 5-year cycle as Years 1 through 5.

7. Mitigation of Impacts to Haul Route. The County shall be responsible for completing all work identified in the maintenance schedule in paragraph 6.f. above. Developer shall reimburse the County for work identified in 6.e above. The amount shown is the cost of the completion of such work in Year 1, and payments for the amount specified shall be made annually over five years at \$50,068.64 per year. The initial payment shall be made within 60 days of execution of this Agreement, with subsequent payments due by June 1st of each year.

For Replacement of Initial Improvements in Year 6, the County shall provide written notice to Developer of the cost of such Replacement prior to December 31, 2028 along with supporting documentation. Developer shall reimburse the County for such cost through equal payments over five years, with each payment being due June 1st of each year and the first such payment due June 1, 2029.

8. Additional Mitigation Provisions.

- a. Developer shall install traffic counters at points of access.
- b. The County and Developer shall jointly inspect the Haul Route every six months beginning in Year 1 of hauling. The purpose of the inspection is to determine whether the Haul Route is in an acceptable condition. Acceptable condition will refer to a Gravel-PASER score of 4 or above, which is an industry-accepted gravel condition index for public agencies. A score of 4 on said scale indicates the roadway has a good crown, drainage throughout, and only slight wash-boarding or surface dust under dry conditions. Further, this score indicates there is adequate gravel material to support routine passenger car and truck traffic.
- c. Following each inspection, the County shall review its observations, maintenance work to date, and any changes to average daily traffic to determine whether the Haul Route is in an acceptable condition as described above. If not, the County may determine that a one-time or ongoing contribution by Developer to the annual maintenance cost is warranted. The County shall provide written notice of its determination to Developer, and the maintenance cost shall be applied to the payment for Initial Improvements due the following June 1 and, in the case of an ongoing maintenance cost, every June 1 thereafter.
- d. The County shall provide to Developer by February 15 of each year an accounting of funds used to maintain the Haul Route the previous calendar year. Any funds previously paid by Developer in excess of actual maintenance costs shall be credited to future maintenance costs.
- e. The speed limit for truck traffic traveling to and from the Operations site shall be 30 mph.
- f. Developer shall obtain an access permit from the Colorado Department of Transportation for access to State Highway 94 from Baggett Road prior to the first truck use of the Haul Route.

9. Future Phases of Operation. One (1) year prior to the anticipated conclusion of Phase 1 of the Operation and of each subsequent Phase, the Parties shall meet and in good faith discuss anticipated changes to the Haul Route and anticipated impacts to the existing or amended Haul Route, mitigation measures needed to address such impacts, and the mutual obligations to complete and pay for such mitigation measures. The Parties shall then execute an amendment to or a restatement of this Agreement addressing these issues, and execution of such amendment or restatement shall be a condition of Developer proceeding with each subsequent Phase of the Operation.

10. El Paso County Road Impact Fee. Developer understands and agrees that the Operation is subject to the provisions of the El Paso County Road Impact Fee and that the imposition of such



Road Impact Fee is separate and does not arise from this Agreement. The Road Impact Fee shall be assessed at the time of Site Development Plan approval.

11. General Provisions.

- a. Indemnity. Developer and its successors and assigns shall indemnify and hold harmless the County and its elected officials and employees, agents, and contractors from and against any and all losses, injuries, damages, claims, demands, suits, liabilities, causes of action, settlements, costs, or expenses that are caused by or result from the acts and omissions of Developer or its employees, officer, or agents arising from the construction, operation, and reclamation of the Operation. Nothing in this paragraph shall be interpreted to limit or waive any of the immunities, rights, limitations of liability and defenses afforded the County under the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et seq.*
- b. Amendment. This Agreement may be amended by mutual agreement of the Parties only by a writing signed by all Parties.
- c. Assignment. No Party may assign its rights and obligations under this Agreement without the prior written consent of all other Parties, which consent shall not be unreasonably withheld.
- d. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective personal representatives, heirs, successors, and assigns.
- e. Waiver. No delay in exercising any right or remedy under this Agreement shall constitute a waiver thereof by any Party hereto, and no waiver of a breach of any of the provisions of this Agreement shall constitute a continuing waiver or a waiver of any subsequent breach of the same or other provision of this Agreement.
- f. Colorado Law and Venue. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Colorado. In the event of any litigation that may arise hereunder, the Parties agree that jurisdiction and venue shall lie in the District Court of El Paso County, Colorado.
- g. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages shall be attached to a single instrument.
- h. Severability/Integrated Terms and Conditions. Because compliance with the terms and conditions of this Agreement is a condition of the Special Use Approval, its terms and conditions are integrated into the Special Use Approval. Therefore, if any provisions of this Agreement are determined by a court of competent jurisdiction to be unenforceable or invalid, the Special Use Approval and this Agreement shall be



rescinded or suspended unless the Board of County Commissioners, in its sole subjective discretion, approves an amendment to the Special Use Approval and/or this Agreement.

- i. No Third-Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to create or grant to any third party or person any right or claim for damages or the right to bring or maintain any action at law or equity.
- j. Entire Agreement. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the Parties. This Agreement is specifically intended by the Parties to supersede all prior agreements, whether written or oral.
- k. Recording. This Agreement shall be recorded in the public records of the El Paso County Clerk and Recorder.

[rest of page intentionally left blank]

In witness of the foregoing provisions, the Parties have executed this Agreement as of the Effective Date above.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

Steve Schleiker
County Clerk & Recorder

By: _____
Cami Bremer, Chair

Approved as to form:

County Attorney's Office

Ellicott Sand and Gravel, LLC,
a Colorado limited liability company



By: Perry Hastings
Name: Perry Hastings
Title: Manager

STATE OF COLORADO :
: SS.:



COUNTY OF EL PASO :

The foregoing instrument was acknowledged before me this 24 day of June, 2024, by Perry Hastings, the owner of Ellicott Sand and Gravel, LLC.

Christine R Wilson
Notary Public Signature

My Commission Expires: 11/10/2025



RESOLUTION NO. 22-269

**EL PASO COUNTY BOARD OF COUNTY COMMISSIONERS, STATE OF
COLORADO**

**APPROVAL OF A SPECIAL USE TO ALLOW MINERAL AND NATURAL RESOURCE
EXTRACTION OPERATION WITHIN THE A-35 (Agricultural) ZONING DISTRICT
(AL-20-014)**

WHEREAS, Schubert Ranches, LLC did file an application with the El Paso County Planning and Community Development Department for approval of a special use to allow use for a mineral and natural resource extraction operation. within the A-35 (Agricultural) zoning district for property in the unincorporated area of El Paso County as described in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, a public hearing was held by the El Paso County Planning Commission on July 21, 2022, upon which date the Planning Commission did by formal resolution recommend approval of the application with conditions and notations; and

WHEREAS, a public hearing was held by this Board on August 2, 2022; and

WHEREAS, based on the evidence, testimony, exhibits, consideration of the master plan for the unincorporated area of the County, presentation and comments of the El Paso County Planning and Community Development Department and other County representatives, comments of public officials and agencies, comments from all interested persons, comments by the general public, comments by the El Paso County Planning Commission Members, and comments by the Board of County Commissioners during the hearing, this Board finds as follows:

- 1. The application was properly submitted for consideration by the Planning Commission.**
- 2. Proper posting, publication and public notice was provided as required by law for the hearing before the Planning Commission.**
- 3. That the hearings before the Planning Commission and Board of County Commissioners were extensive and complete, all pertinent facts, matters and issues were submitted and reviewed, and all interested persons were heard at those hearings.**
- 4. All exhibits were received into evidence.**
- 5. The proposed land use does not permit the use of an area containing a commercial mineral deposit in a manner which would interfere with the present or future extraction of such deposit by an extractor.**

WHEREAS, pursuant to Section 5.3.2 of the El Paso County Land Development Code, as amended, in approving this special use, this Board considered one or more of the following criteria:

1. The special use is generally consistent with the applicable Master Plan;
2. The special use will generally be in harmony with the character of the neighborhood, and will generally be compatible with the existing and allowable land uses in the surrounding area;
3. The impact of the special use does not overburden or exceed the capacity of public facilities and services, or, in the alternative, the special use application demonstrates that it will provide adequate public facilities in a timely and efficient manner;
4. The special use will not create unmitigated traffic congestion or traffic hazards in the surrounding area, and has adequate, legal access;
5. The special use will comply with all applicable local, state, and federal laws and regulations regarding air, water, light, or noise pollution;
6. The special use will not otherwise be detrimental to the public health, safety and welfare of the present or future residents of El Paso County; and/or
7. The special use conforms or will conform to all other applicable County rules, regulations or ordinances.
8. That for the above-stated and other reasons, the proposed special use is in the best interest of the health, safety, morals, convenience, order, prosperity and welfare of the citizens of El Paso County.

NOW, THEREFORE, BE IT RESOLVED, that the El Paso County Board of County Commissioners, Colorado, hereby approves the application for a special use to allow for a mineral and natural resource extraction operation within the A-35 (Agricultural) zoning district.

BE IT FURTHER RESOLVED the following conditions and notations shall be placed upon this approval:

CONDITIONS

- 1. The special use shall be limited to the mineral and natural resource extraction operation as described in the applicants' letter of intent and as shown on the site plan. Any subsequent addition or modification to the mineral and natural resource extraction operation beyond that described in the applicants' letter of intent and as shown on the site plan shall be subject to administrative review, and if it is the opinion of the Planning and Community Development Department Director that it constitutes a substantial increase, then such addition or modification shall be subject to a new special use application.**
- 2. Approval of a site development plan by the Planning and Community Development Department is required prior to the initiation of the use a mineral and natural resource extraction operation on the property.**
- 3. Prior to the approval of the site development plan, the applicant shall enter into a haul route agreement with El Paso County for the special use. The haul route agreement shall identify the impacts on the County roads for this special use that will cause extraordinary damage or accelerated deterioration to County roads in accordance with the EPC ECM. The haul route agreement shall include requirements to address the following:**
 - a. Structural impacts to County roads from the proposed use;**
 - b. An annual payment amount (with possible initial impact payment) baes on impacts to County roads from the proposed use and based upon actual annual site traffic counts;**
 - c. Annual payments adjustments for applicable construction costs;**
 - d. Provisions for the method and timing of payments;**
 - e. An allowance for the required annual payment to be administratively adjusted by the County Engineer upon the adoption of a countywide haul route fee program by the El Paso County Board of County Commissioners.**

NOTATIONS

1. Special use approval includes conditions of approval and the accompanying site plan and elevation drawings. No substantial expansion, enlargement, intensification or modification shall be allowed except upon reevaluation and public hearing as specified in the El Paso County Land Development Code.
2. The Board of County Commissioners may consider revocation and/or suspension if zoning regulations and/or special use conditions/standards are being violated, preceded by notice and public hearing.
3. If the special use is discontinued or abandoned for two (2) years longer, the special use shall be deemed abandoned and no further force and effect.

AND BE IT FURTHER RESOLVED the record and recommendations of the El Paso County Planning Commission be adopted, except as modified herein.

DONE THIS 2nd day of August, 2022, at Colorado Springs, Colorado.

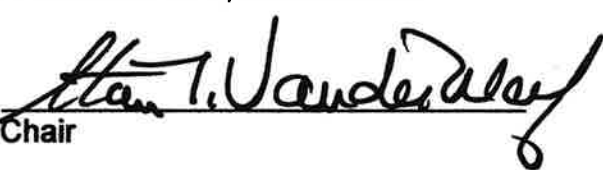
**BOARD OF COUNTY COMMISSIONERS
EL PASO COUNTY, COLORADO**

ATTEST:

By: 

County Clerk & Recorder



By: 

Chair

EXHIBIT A

**Part of the S1/2N1/2SE1/4, S1/2SE1/4, and SE1/4SW1/4 of Section 20, and
The E1/2E1/2 and NW1/4NE1/4 and parts of the SW1/4NE1/4, SW1/4SE1/4, and
NW1/4SE1/4 of Section 29 and**

**The E1/2NE1/4, SW1/4NE1/4, & SE1/4NW1/4, and parts of the NW1/4NE1/4 &
NE1/4NW1/4, Section 32, Township 14 South, Range 62 West, 6th P.M. El Paso
County, Colorado**

Containing 733.7 acres more or less.

Entrance location Stage I: 38° 47' 43.5875"N, 104° 21' 17.6006"W

El Paso County Parcel Information

PARCEL	NAME
2400000276	SCHUBERT RANCHES INC
2400000275	SCHUBERT GEORGE H

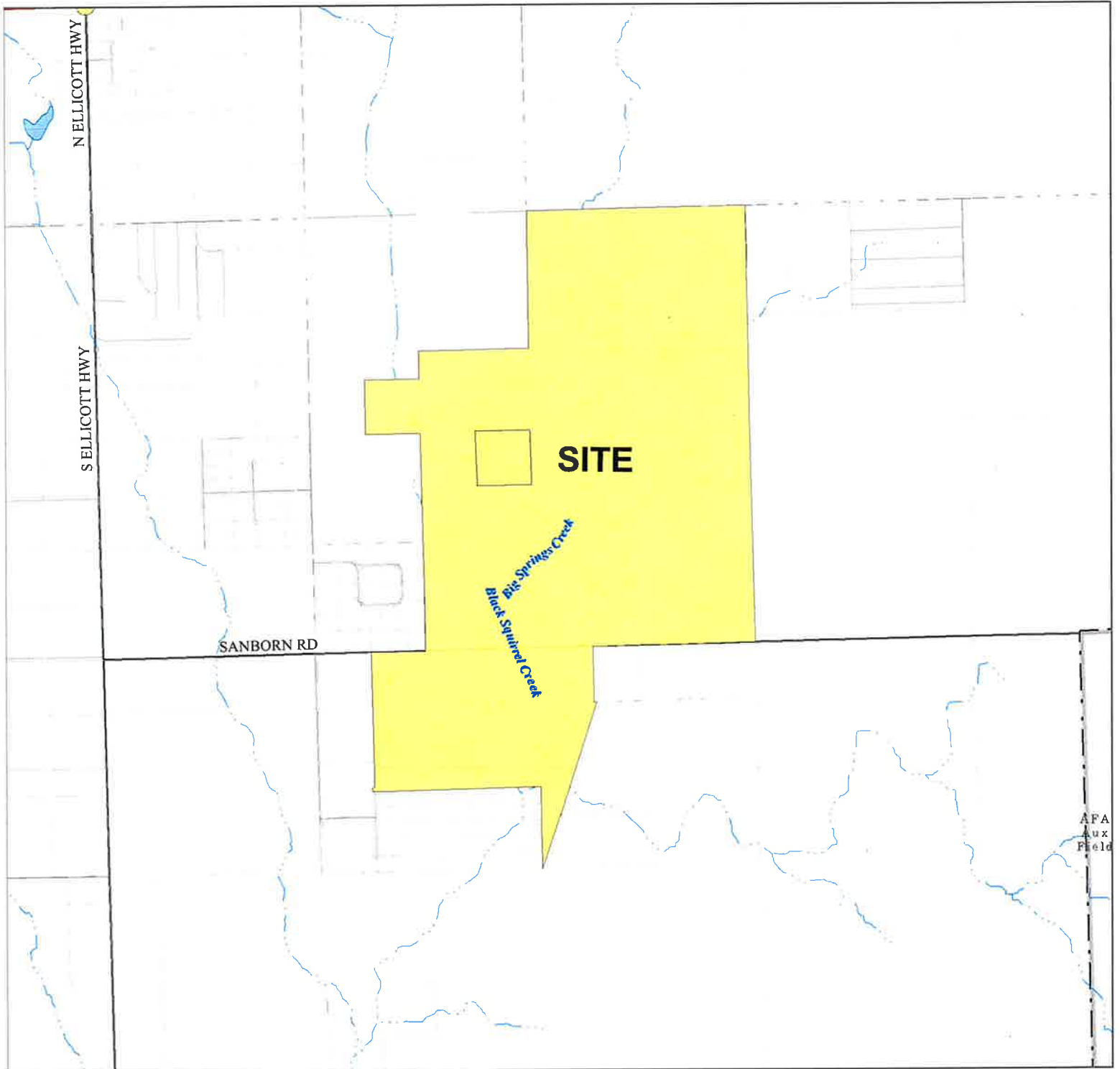
File Name: AL-20-014

Zone Map No.: --

ADDRESS	CITY	STATE
1555 S BAGGETT RD	CALHAN	CO
1550 S BAGGETT RD	CALHAN	CO

ZIP	ZIPLUS
80808	7808
80808	7808

Date: July 5, 2022



Please report any parcel discrepancies to:
El Paso County Assessor
1675 W. Garden of the Gods Rd.
Colorado Springs, CO 80907
(719) 520-6600



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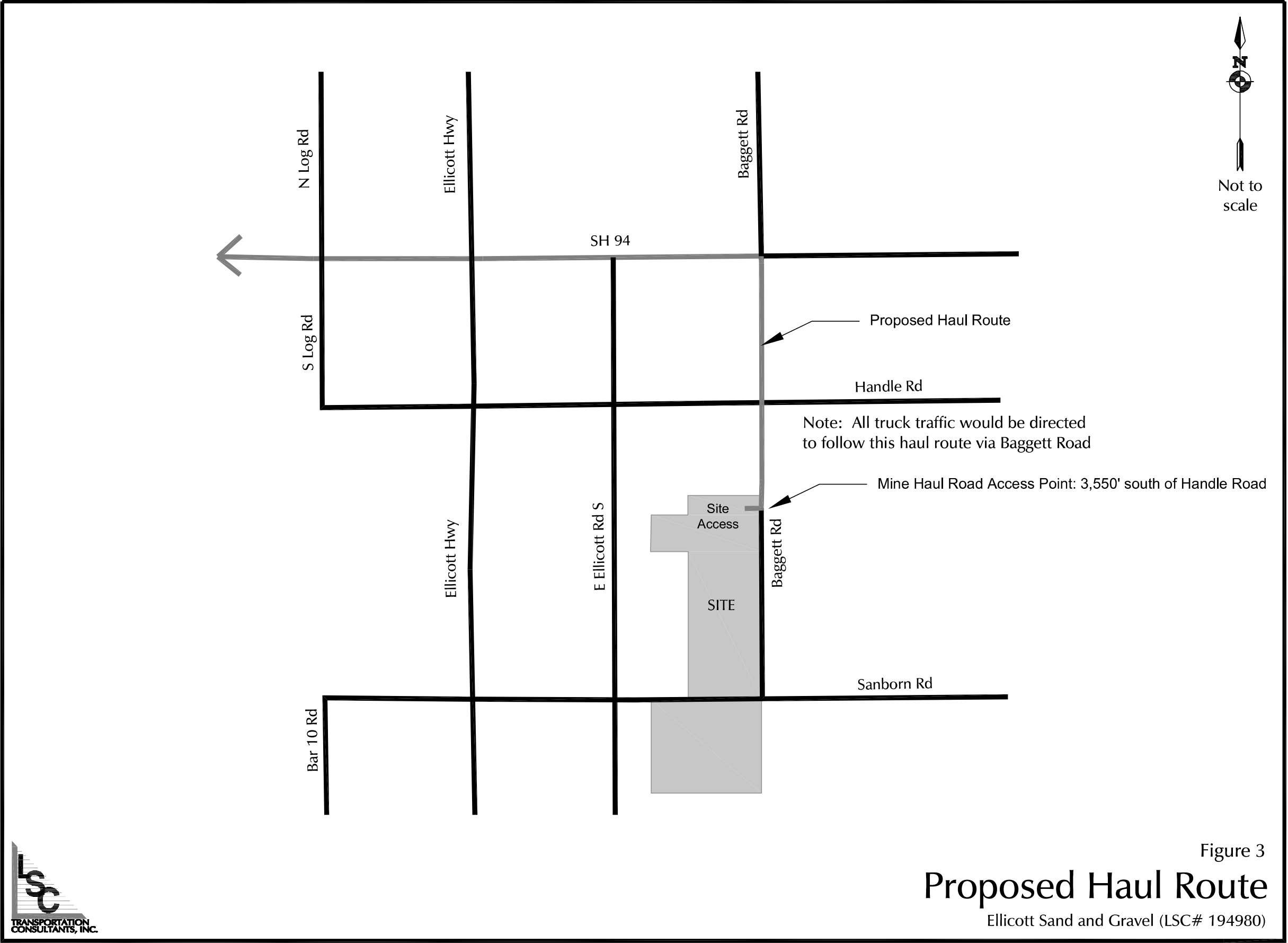


Exhibit D - Initial Improvement Costs

Gravel Preparation		Notes
Grader w/ Operator	\$ 8,264.80	
Rubber tire roller w/ operator	\$ 5,799.66	
Steel drum roller w/operator	\$ 5,799.66	
Tanker w/operator	\$ 4,721.60	
Flagger w/ truck	\$ 1,555.20	
Water 320,000 gal @.02g	\$ 6,400.00	
Subtotal	\$ 32,540.92	

Gravel Installation (cost per mile)		Notes
Grader w/ operator	\$ 8,264.80	
Rubber tire roller w/ operator	\$ 5,799.66	
Steel drum roller w/operator	\$ 5,799.66	
Tanker w/operator	\$ 4,721.60	
Flagger w/ truck	\$ 1,555.20	
Water 320,000 gal @\$0.02g	\$ 6,400.00	
Gravel 6595.3 tons@ \$9.25	\$ 61,006.53	
Trucking @ \$15 per ton	\$ -	Provided by Developer
Subtotal	\$ 93,547.45	

Dust Abatement Treatment (cost per mile)		Notes
Grader w/ operator	\$ 4,132.40	
Reclaimer w/ operator	\$ 2,628.24	
Rubber tire roller w/ operator	\$ 1,449.90	
Steel drum roller w/ operator	\$ 1,449.90	
Tanker w/ operator	\$ 1,180.40	
Chemical truck w/ operator	\$ 2,333.80	
Flagger w/ truck	\$ 777.60	
Attenuator w/ operator	\$ 320.10	
Water 24000 gal @.02g	\$ 480.00	
70/30 blend 6000 gal @ \$1.07g	\$ 6,420.00	
Subtotal	\$ 21,172.34	

Total per Mile \$ 147,260.71

Total (1.7mi) \$ 250,343.21

Annual (5-year term) \$ 50,068.64

Vicinity Map





COMMISSIONERS:
CAMI BREMER (CHAIR)
CARRIE GEITNER (VICE-CHAIR)

HOLLY WILLIAMS
STAN VANDERWERF
LONGINOS GONZALEZ, JR.

EL PASO BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Date: Tuesday, July 23, 2024 Item No. 5.e.

To: Board of County Commissioners

From: Kevin Mastin, Executive Director - Department of Public Works/Joshua Palmer,
County Engineer

Agenda Wording: Resolution to approve disbursement of the Sand Creek Drainage Basin
(FOFO4000) bridge fund to Central Marksheffel Metropolitan District

SUMMARY (including information on budgeted matters)

As of May 31, 2024, the balance in the Sand Creek Basin bridge trust fund is \$75,764.69. After disbursement of the available revenue the remaining bridge credit available to Central Marksheffel Metropolitan District will be \$1,596,284.04.

BACKGROUND (including information on budgeted matters)

On December 11, 2018 the El Paso County Board of County Commissioners established credits for Central Marksheffel Metropolitan District within the Sand Creek Drainage Basin (Resolution No. 18-499) in the amount of \$922,149.69, and established that Central Marksheffel Metropolitan District would have first priority for bridge reimbursement. On December 10, 2019 the El Paso County Board of County Commissioners established a balance credit for Central Marksheffel Metropolitan District (Resolution 19-442) in the amount of \$2,432,190.30. Disbursements have been made to Central Marksheffel Metropolitan District as revenue funds have become available.

ESTIMATED TIME FOR PRESENTATION

__3__ minutes

FINANCIAL IMPLICATIONS

Business Year: 2024
Fund:
Funding Amount: \$0.00
Increase to original
adopted Budget \$0.00
Net Cost to County: \$0.00
Total Project Cost: \$0.00
Vendor Information

Subject to TABOR? NO

ATTACHMENTS

Resolution Sand Creek CMMD.pdf
Exhibit Dispersment History for CMMD.pdf
Treasurer's Report Sand Creek 2024-06.pdf

RESOLUTION NO. 24 - ____

BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO

**RESOLUTION TO APPROVE DISBURSEMENT OF THE SAND CREEK DRAINAGE
BASIN (FOFO4000) BRIDGE FUND TO CENTRAL MARKSHEFFEL
METROPOLITAN DISTRICT**

WHEREAS, the Board of County Commissioners of the County of El Paso ("Board") has the authority granted to it under the provisions of §§30-11-101 (1)(e) and 30-11-107 (1)(e), C.R.S., to represent the County and exercise its further powers to address concerns of the County in all cases where no other provisions are made by law; and

WHEREAS, Section 30-28-133 (11), C.R.S., authorizes counties to adopt subdivision regulations providing for the payment of a sum of money or proof of a line of credit or other fees in equitable contribution to the total costs of the drainage facilities in the drainage basin in which the subdivision is located; and

WHEREAS, on September 13, 1999 the Board adopted Resolution 99-383, which Resolution set forth a drainage basin fee schedule based upon impervious acreage and the nature and proportionality of a subdivision's impact on the necessity and extent of drainage improvements in the County; and

WHEREAS, Section 8.5.5 of the El Paso County Land Development Code provides for the assessment of drainage basin and bridge fees and for the repayment to a subdivider, from any surplus basin funds available, of any costs the subdivider incurs because of compliance with the plans for the development of drainage basins in excess of the sum of the drainage basin fees assessed against the subdivider's acreage; and

WHEREAS, the El Paso County Board of County Commissioners established bridge fund credit for Central Marksheffel Metropolitan District within the Sand Creek Basin (FOFO4000) in the amount of \$922,149.69 in accordance with Resolution No. 18-499 (Reception No. 219015412) and \$2,432,190.30 in accordance with Resolution No. 19-442 (Reception No. 219156066) as recorded in the records of the El Paso County Clerk and Recorder's Office; and

WHEREAS, the El Paso County Board of County Commissioners established that Central Marksheffel Metropolitan District's credits in the Sand Creek Basin bridge funds would have first priority for reimbursement; and

WHEREAS, Central Marksheffel Metropolitan District has previously received partial reimbursement within the Sand Creek Trust Fund in accordance with Resolution No. 19-97 (Reception No. 219031854), Resolution No. 20-36 (Reception No. 220012433), Resolution No. 21-45 (Reception No. 221025692), and Resolution No. 21-313 (Reception No. 221152134), Resolution No. 22-63 (Reception No. 222030633),

Resolution 22-352 (Reception No. 222127557), and Resolution 23-262 (Reception No. 223065611) as recorded in the records of the El Paso County Clerk and Recorder's Office; and

WHEREAS, as of May 31, 2024, the available funds in the Sand Creek Basin Bridge Trust fund is \$75,764.69.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of El Paso County, Colorado, having been fully advised in the premises, hereby approves a partial reimbursement to Central Marksheffel Metropolitan District from the Sand Creek Basin Bridge Trust Fund in the amount of \$75,764.69; and

BE IT FURTHER RESOLVED that after the disbursement of available revenue, the remaining credit due to Central Marksheffel Metropolitan District shall be \$1,596,972.71 in the Sand Creek Basin Bridge Trust Fund; and

BE IT FURTHER RESOLVED that Central Marksheffel Metropolitan District shall remain the first on the priority list within the Sand Creek Basin Bridge Trust Fund and shall be paid the remaining credits when revenue funds become available according to the procedures outlined in the City/County Drainage Criteria Manual; and

BE IT FURTHER RESOLVED that the El Paso County Treasurer and/or Finance Office are requested to remit a warrant forthwith payable to Central Marksheffel Metropolitan District at 614 N. Tejon St., Colorado Springs, CO 80903 as indicated herein; and

BE IT FURTHER RESOLVED that Cami Bremer, duly elected, qualified member and Chair of the Board of County Commissioners, or , duly elected Carrie Geitner, qualified member and Vice-Chair of the Board of County Commissioners, be and is hereby authorized on behalf of the Board to execute any and all documents necessary to carry out the intent of the Board as described herein.

DONE THIS _____ day of _____ 2024, at Colorado Springs, Colorado.

BOARD OF COUNTY COMMISSIONERS
EL PASO COUNTY, COLORADO

By: _____
Cami Bremer, Chair

ATTEST:

By: _____
Steve Schleiker
County Clerk and Recorder

El Paso County Drainage Basin Fee Program
Bridge Fund 201 Reimbursement/Credit Requests

Disbursement Period: December 2018

Based on Treasurer's Balance for May 31, 2024

Priority	Developer	Subdivision Name	Drainage Basin	Current Credit	Available Basin Trust Funds	Reimbursement/Credit Reduction	Remaining Credit	Comments
1	Central Marksheffel Metropolitan District	Claremont Business Park	Sand Creek	\$922,149.69				Resolution No. 18-499 established credit for partial credit for bridge over EFSC-2 at Marksheffel. Full evaluation of reimbursable cost has not yet been completed.
1	Central Marksheffel Metropolitan District	Claremont Business Park	Sand Creek	\$922,149.69	\$251,535.15	\$251,535.15	\$670,614.54	Resolution No. 19-097 Check No. 145939
1	Central Marksheffel Metropolitan District	Claremont Business Park	Sand Creek	\$670,614.54			\$3,102,804.84	Resolution No. 19-442 established the final credit of \$2,432,190.30 for the bridge over EFSC-2 at Marksheffel. Previous credit of \$922,149.69 was established per Resolution 18-499. The sum of the two credits is \$3,354,339.99.
	Central Marksheffel Metropolitan District	Claremont Business Park	Sand Creek	\$3,102,804.84	\$66,226.41	\$66,226.41	\$3,036,578.43	Resolution No. 20-36 Check No. 149615
	Central Marksheffel Metropolitan District	Claremont Business Park	Sand Creek	\$3,036,578.43	\$178,196.92	\$178,196.92	\$2,858,381.51	Resolution No. 21-45 Check No. 154114
	Central Marksheffel Metropolitan District	Claremont Business Park	Sand Creek	\$2,858,381.51	\$33,031.40	\$33,031.40	\$2,825,350.11	Resolution No. 21-313 Check No. 156345
	Central Marksheffel Metropolitan District	Claremont Business Park	Sand Creek	\$2,825,350.11	\$248,718.87	\$248,718.87	\$2,576,631.24	Resolution No. 22-63
	Central Marksheffel Metropolitan District	Claremont Business Park	Sand Creek	\$2,576,631.24	\$680,229.65	\$680,229.65	\$1,896,401.59	Resolution No. 22-352
	Central Marksheffel Metropolitan District	Claremont Business Park	Sand Creek	\$1,896,401.59	\$223,664.19	\$223,664.19	\$1,672,737.40	Resolution No. 23-262 Reception No. 223065611
	Central Marksheffel Metropolitan District	Claremont Business Park	Sand Creek	\$1,672,737.40	\$75,764.69	\$75,764.69	\$1,596,972.71	Resolution No. 24-xxx
TOTAL				\$6,510,284.04	\$129,677.40	\$0.00	\$6,510,284.04	

a

BOCC deferred action on disbursements to the Constitution Avenue L.I.D. until recommendations could be made by staff. All L.I.D. assessments have been paid.

Fund	800201	EPC ARTERIAL RDWY BRIDGE TRUST			Balance	Estimate / Remaining
	272002	SAND CREEK				
		Reference	Date	Description		17,988.70
		1557986	05/06/2024	MR20675 PCD	57,775.99	
				Total	57,775.99	.00 75,764.69 **
	272006	TEMPLETON GAP				
				Total	.00	.00 160.64 **
	272014	DRY CREEK				
				Total	.00	.00 49.04 **
	272016	COTTONWOOD CREEK				
				Total	.00	.00 26,812.15 **
	272020	BEAR CREEK				
				Total	.00	.00 292.00 **
	272024	JIMMY CAMP CREEK				
				Total	.00	.00 53,912.71 **
	272026	KETTLE CREEK				
				Total	.00	.00 105.00 **
	272030	WINDMILL GULCH				
				Total	.00	.00 76,491.59 **
	272034	BIG JOHNSON				
				Total	.00	.00 82,843.91 **
	272040	WILLIAMS CANYON				
				Total	.00	.00 46.00 **
	272042	BLACK SQUIRREL CREEK				
				Total	.00	.00 72,447.09 **
	272044	BLACK FOREST DRAINAGE BASIN				
				Total	.00	.00 .00 **
	272046	DIRTY WOMAN CREEK				
				Total	.00	.00 24,432.39 **
	272048	CRYSTAL CREEK LITTLE FTN				
				Total	.00	.00 4,214.00 **
	272054	SECURITY CREEK BASIN				



COMMISSIONERS:
CAMI BREMER (CHAIR)
CARRIE GEITNER (VICE-CHAIR)

HOLLY WILLIAMS
STAN VANDERWERF
LONGINOS GONZALEZ, JR.

EL PASO BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Date: Tuesday, July 23, 2024 Item No. 5.f.

To: Board of County Commissioners

From: Nikki Simmons, Chief Financial Officer/Joseph Roybal, Sheriff

Agenda Wording: Resolution to recognize revenue and appropriate expenditures in the amount of \$619,021.00 from the Region 16 Opioid Council through the Contract for Recovery Supports and Transitions Project to the Sheriff's Office 2024 Budget

SUMMARY (including information on budgeted matters)

RESOLUTION TO RECOGNIZE REVENUE AND APPROPRIATE EXPENDITURES IN THE AMOUNT OF \$619,021.00 FROM THE REGION 16 OPIOID COUNCIL THROUGH THE CONTRACT FOR RECOVERY SUPPORTS AN TRANSITIONS PROJECT TO THE SHERIFF'S OFFICE 2024 BUDGET

BACKGROUND (including information on budgeted matters)

ESTIMATED TIME FOR PRESENTATION

10 minutes/hours

FINANCIAL IMPLICATIONS

Business Year:	2024	Subject to TABOR? NO
Fund:		
Funding Amount:	\$619,021.00	
Increase to original adopted Budget	\$619,021.00	
Net Cost to County:	\$0.00	
Total Project Cost:	\$619,021.00	
Vendor Information	Funding from the Region 16 Opioid Council	

ATTACHMENTS

Resolution
Contract

RESOLUTION NO. _____

BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO

RESOLUTION TO RECOGNIZE REVENUE AND APPROPRIATE EXPENDITURES IN THE AMOUNT OF \$619,021.00 FROM THE REGION 16 OPIOID COUNCIL THROUGH THE CONTRACT FOR RECOVERY SUPPORTS AND TRANSITIONS PROJECT TO THE SHERIFF'S OFFICE 2024 BUDGET

WHEREAS, the Sheriff's Office has received \$619,021.00 in funding from the Region 16 Opioid Council (ROAC) through the Contract for Recovery Supports and Transitions Project; and

WHEREAS, the funds received are in support of the Jail Based Behavioral Services (JBBS) provided at the Jail and will enable the Sheriff's Office to expand its services to incarcerated citizens; and

WHEREAS, the Sheriff's Office requests the Board of County Commissioners recognize revenue and appropriate expenditures in the amount of \$619,021.00 to the Sheriff's Office 2024 budget.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board of County Commissioners of El Paso County, Colorado, does hereby recognize revenue and appropriate expenditures in the amount of \$619,021.00 to the Sheriff's Office 2024 budget in the following manner:

Recognize Revenue

18037.33419.01	24T00015	Offender Mgmt – Jail Based Operations	\$	619,021.00
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Appropriate Expenditures

18037.41102	24T00015	Salaries - Full Time	\$	429,850.00
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18037.41400	24T00015	Employer Ins & Other Benefits	\$	189,171.00
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DONE THIS 23rd day of July, 2024, at Colorado Springs, Colorado.

BOARD OF COUNTY COMMISSIONERS
EL PASO COUNTY, COLORADO

ATTEST:

By: _____
Chair

By: _____
County Clerk and Recorder

AGREEMENT FOR SERVICES

RFIE-24-015; Region 16 Opioid Council Fund Disbursement

THIS AGREEMENT is entered into as of the 1st day of July 2024 by and between the Region 16 Opioid Council (hereinafter referred to as the "ROAC") and El Paso County Sheriff's Office – JBBS (hereinafter referred to as the "Applicant").

WHEREAS, the ROAC desires to engage the Applicant to provide the services described in Exhibit A, Statement of Work #4; Recovery Supports and Transitions (the "Project").

NOW, THEREFORE, the parties mutually agree as follows:

1. **Scope of Services.** The Applicant shall furnish all labor and materials to perform the services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project, which are described or reasonably implied from Section 1 of Exhibit A, which is attached hereto and incorporated herein by this reference.

2. **Incorporated Documents.** The following documents are incorporated herein by reference and made a part of this Agreement: Request for Information and Expression of Interest (RFIE) #24-015 and Addenda; Applicant RFIE response documents; and any modifications, changes orders or other such revisions properly authorized after the execution of this Agreement.

In the event of any conflicts between this Agreement and any referenced or attached documents, this Agreement shall control.

3. **Time of Performance.** The services of the Applicant are to commence and be completed (or end) by the dates set forth in Section 2 of Exhibit A, unless this Agreement is sooner terminated pursuant to paragraph 5.A. below. All time limits are of the essence in this Agreement.

4. **Method of Payment.** The ROAC will compensate the Applicant for services rendered in accordance with Section 3 of Exhibit A, subject to the availability of appropriated funds within the annual budget. The Applicant is responsible for paying all applicable income, Federal Insurance Contributions Act (FICA), Federal Unemployment Tax Act, or other taxes owed on compensation paid under this Agreement. The Applicant shall submit requests for payment in a form acceptable to the ROAC and in conformance with the ROAC's policies. The Applicant shall provide such backup information for its payment requests as may be reasonably requested by the ROAC. The ROAC shall have forty-five (45) days from receipt of any payment request to make payment to the Applicant.

5. General Terms and Conditions.

A. **Termination of Agreement.** The ROAC or the Applicant shall have the right to terminate this Agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, which notice shall be given at least the number of days set forth in Section 4 of Exhibit A prior to the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Applicant pursuant to this Agreement shall become the property of the ROAC. Unless expressly stated otherwise in the notice, Applicant shall provide no further services in connection with this Agreement after receipt of a notice of termination, and the Applicant shall proceed to cancel all existing orders and contracts that are chargeable to the ROAC under this Agreement. The Applicant shall be entitled to receive compensation in accordance with this Agreement for any satisfactory services completed pursuant to the terms of this Agreement prior to the date of receipt of the notice of termination, or such other stop-work date as may be specified in the notice. Notwithstanding the above, the Applicant shall not be relieved of liability to the ROAC for damages sustained by virtue of any breach of this Agreement by the Applicant.

B. **Pandemics.** The Applicant shall abide by any local, state, and federal health orders in effect or instituted during the term of this Agreement. The Applicant is expected to implement any such changes effective immediately. Failure to abide by such requirements may result in termination of the Agreement.

C. **Changes.** The ROAC or Applicant may, from time to time, request changes in the scope of services or compensation of the Applicant. Such changes that are mutually agreed upon between the ROAC and Applicant shall be in

writing, and upon execution shall become part of this Agreement. To be effective, all changes must be signed by the Applicant and by the Chair of the Region 16 Opioid Council, or by a person authorized by vote to sign on behalf of the Council.

D. Assignability or Subcontracting. Any assignment, transfer or subcontracting of this Agreement is prohibited, unless written consent is obtained from the ROAC.

E. Audit. The ROAC and any of its duly authorized representatives shall have reasonable access to any books, documents, papers, and records of the Applicant which are pertinent to the Applicant's performance under this Agreement for the purpose of making an audit, examination, or excerpts. The Applicant shall provide any documentation necessary to prepare all reporting required of or by the ROAC, and shall keep all books, documents, papers, and records which are pertinent to the Applicant's performance for a minimum period of three years, or such longer time as may be set forth in any Special Conditions or addendums to this Agreement.

F. Equal Employment Opportunity. While performing this Agreement, the Applicant shall not discriminate against any employee, subcontractor, or applicant for employment because of disability, race, creed, color, gender, sexual orientation, religion, age, national origin, or ancestry.

G. Ownership of Documents. All drawings, specifications, guidelines, and other documents prepared or received by the Applicant in connection with this Agreement shall be the property of the ROAC.

H. Assignment of Copyrights. The Applicant assigns to the ROAC the copyrights to all works prepared, developed, or created pursuant to this Agreement, including the rights to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly. The Applicant waives its rights to claim authorship of the works, to prevent its name from being used in connection with the works, and to prevent distortion of the works.

I. Governing Law/Forum/Interpretation. This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Colorado. Venue for any civil action relating to this Agreement shall be in El Paso County. Both parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.

Applicant shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the Fourth Judicial District, El Paso County.

J. Compliance with Laws/Licenses and Permits. The Applicant shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions. The Applicant shall be responsible for obtaining all licenses and permits necessary to perform the scope of services, at the Applicant's expense, unless specifically stated otherwise in this Agreement.

K. No Waiver of Rights. The ROAC's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the ROAC except in writing signed by the Chair of the Region 16 Opioid Council or person authorized to sign by vote of the Council, and any waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver, unless specifically so stated.

L. Non-appropriation. Pursuant to Article X, Section 20 of the Colorado Constitution and C.R.S. § 29-1-110, as amended, the financial obligations of the ROAC as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The ROAC shall give the Applicant written notice of such non-appropriation. Financial obligations of the ROAC payable after the current Fiscal Year are contingent upon funds for that

purpose being appropriated, budgeted, and otherwise made available, pursuant to the Constitution for annual funding appropriation.

M. Conflict of Interest/Ethics. The Applicant shall refrain from providing services to other persons, firms or entities that would create a conflict of interest for Applicant with regard to providing services pursuant to this Agreement. The Applicant shall not offer or provide anything of benefit to any ROAC official or employee that would place the official or employee in a position of violating the public trust in violation of Colorado Constitution Article XXIX, C.R.S. § 24-18-109, as amended.

The Applicant shall disclose any personal or private interest related to property or business within the ROAC. Upon disclosure of any such personal or private interest, the ROAC shall determine if the interest constitutes a conflict of interest. If the ROAC determines that a conflict of interest exists, the ROAC may treat such conflict of interest as a default and terminate this Agreement.

N. Remedies. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the ROAC may exercise the following remedial actions if the Applicant substantially fails to satisfy the duties and obligations in this Agreement. Substantial failure to satisfy the duties and obligations shall mean significant insufficient, incorrect, or improper performance, activities, or inactions by the Applicant. These remedial actions are as follows:

(1) Suspend Applicant's performance pending necessary corrective action as specified by the ROAC without the Applicant's entitlement to an increase in price/cost or a time extension; and/or

(2) Withhold payment to the Applicant until the necessary services or corrections in performance are satisfactorily completed; and/or

(3) Deny payment for those services which have not been satisfactorily performed, or which, due to circumstances caused by the Applicant, cannot be performed, or if performed would be of no value to the ROAC.

The foregoing remedial actions are cumulative and the ROAC, in its sole discretion, may exercise any or all of them individually or simultaneously. The ROAC shall provide written notice to Applicant of its exercise of any of the foregoing remedial actions.

O. Force Majeure. Neither the Applicant nor the ROAC shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

P. Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved to the ROAC and the named Applicant. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.

Q. Survival of Terms and Conditions. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of the Agreement that anticipate continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

R. Abilities, Qualifications, Experience, and Best Efforts. Notwithstanding anything to the contrary contained in this Agreement, the ROAC and Applicant agree and acknowledge that the ROAC enters into this Agreement relying on the special and unique abilities of Applicant to perform the services and accomplish the tasks described. Applicant accepts the relationship of trust and confidence established between Applicant and the ROAC by this Agreement. Applicant covenants with the ROAC to use its best efforts. Applicant shall further the interests of the ROAC according to the ROAC's requirements and procedures, and according to the highest standards and quality prevailing among those who perform work of a similar nature.

S. Accuracy of Work. The Applicant represents, covenants, and agrees that its work will be accurate and free from any material errors.

T. Personally Identifiable Information (PII). If the Applicant or any of its Subcontractors will or may receive PII under this Agreement, Applicant shall provide for the security of such PII, in a manner and form acceptable to the ROAC, including, without limitation, non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Applicant shall be a "Third-Party Service Provider" as defined in C.R.S. § 24-73-103(1)(i) and shall maintain security procedures and practices consistent with C.R.S. § 24-73-102 and C.R.S. § 24-73-103. In the event Applicant incurs a data breach whereby it is reasonably believed that any of ROAC's PII either could have been, or was compromised, then Applicant shall immediately notify the ROAC in writing and shall abide by C.R.S. § 24-73-101 *et seq.*

6. **Insurance.** In part to assure the ROAC that the Applicant is always capable of fulfilling the specified indemnification obligations, the Applicant must purchase and maintain insurance of the kind and in the minimum amounts specified below, unless indicated otherwise in Section 5 of Exhibit A.

A. The Applicant agrees to procure and maintain, at its own expense, for all services covered by this Agreement, the following policies of insurance:

(1) Workers' Compensation Insurance: The Applicant will maintain workers' compensation insurance covering the Applicant for the performance of all services under this Agreement in accordance with applicable state laws, and employer's liability insurance. Coverage shall include a waiver of subrogation in favor of the Region 16 Opioid Council.

Minimum Limits:

- Workers' Compensation – statutory limits
- Employer's Liability:
 - \$500,000 bodily injury for each accident
 - \$500,000 each employee for disease
 - \$500,000 disease aggregate

The requirements of this provision shall apply to the Applicant and to all subcontractors.

(2) Commercial General Liability: The Applicant will maintain commercial general liability insurance covering all operations by or on behalf of the Applicant on an occurrence basis against claims for bodily injury, property damage (including loss of use) and personal injury. Such insurance will have these minimum limits and coverages:

Minimum Limits:

- \$1,000,000 each occurrence
- \$2,000,000 general aggregate with dedicated limits per project site
- \$2,000,000 products and completed operations aggregate

Additional Insured Endorsement (for on-going and completed operations) issued to Region 16 Opioid Council, its officers, its agents, and its employees acting in the scope of their employment.

The requirements of this provision shall apply to the Applicant and to all subcontractors.

(4) If indicated in Section 5 of Exhibit A, Errors and Omissions or Professional Liability Insurance with a minimum coverage amount as specified in Section 5 of Exhibit A, and for two years beyond the completion of all services under this Agreement.

B. The above-mentioned coverages shall be procured and maintained with insurers with an A- or better rating, as determined by Best's Key Rating Guide. All coverages shall be continuously maintained during the term of this Agreement or as noted above to cover all liability, claims, demands, and other obligations assumed by the Applicant.

C. Additional Insured status required above shall be primary and non-contributory with any insurance or self-insurance carried by the ROAC. The Applicant shall be solely responsible for any deductible losses under any policy required above.

D. The policies shall provide that the ROAC will receive notice no less than 30 days prior to cancellation, termination, or non-renewal of the policies.

E. The Applicant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

F. Failure on the part of the Applicant to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the ROAC may immediately terminate this Agreement.

G. The ROAC reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

7. Insurance Certificates.

A. The Applicant shall, prior to commencing services, deliver to the ROAC Certificates of Insurance as evidence that policies providing any and all required coverages and limits are in full force and effect.

B. These certificates will serve as an indication to the ROAC that the Applicant has acquired all necessary insurance; however, the ROAC may require that certified copies of the insurance policies be submitted and may withhold payment for services until the applicable insurance policies are received and found to be in accordance with the Agreement.

C. Insurance limits must be indicated on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by the ROAC prior to commencement of services under the Agreement.

8. Indemnification. The Applicant shall indemnify and hold harmless the ROAC and its elected and appointed officials, officers, employees, and agents from and against any and all losses, damages, liabilities, claims, suits, actions, or awards, including costs, expenses and attorney's fees, incurred or occasioned as a result of any negligent acts or omissions of the Applicant, or its principals, employees, agents, or subcontractors arising out of or in any way connected with the performance of services under this Agreement. The Applicant's obligation to indemnify pursuant to this paragraph, and to provide any extended insurance coverage where applicable, shall survive the completion of the scope of services, and shall survive the termination of this Agreement.

9. Government Immunity. Liability for claims for injuries to persons or property arising from the negligence of the ROAC, its departments, boards, commissions committees, bureaus, offices, employees, and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§ 24-30-1501, *et seq.*, C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

10. Prohibited Terms. Any term included in this Agreement that requires the ROAC to indemnify or hold Applicant harmless; requires the ROAC to agree to binding arbitration; limits Applicant's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void *ab initio*. Nothing in this Agreement shall be construed as a waiver of any provision of § 24-106-109, C.R.S.

11. Independent Applicant. The Applicant is an independent Applicant. AN INDEPENDENT APPLICANT IS NOT ENTITLED TO WORKER'S COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP. Notwithstanding any provision appearing in this Agreement, all personnel assigned by the Applicant to perform work under the terms of this Agreement shall be and remain at all times employees of the Applicant or employees of their respective employers for all purposes.

12. **Notices.** Notices to be provided under this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth in Section 6 of Exhibit A.

13. **Purchase by Other Governmental Agencies.** Each governmental unit which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders, be invoiced therefrom and make its own payments and issue its own exemption certifications as required by the Applicant. It is understood and agreed that Region 16 Opioid Council is not a legally binding party to any contractual agreement made between any other governmental unit and the Applicant as a result of this agreement.

14. **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the ROAC and the Applicant and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this must be in writing and be signed by both the ROAC and the Applicant. If any portion of this Agreement is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the parties that the remaining portions of this Agreement shall be of full force and effect.

[Remainder of page intentionally left blank. Signatures on following page.]

APPLICANT: EL PASO COUNTY SHERIFF'S OFFICE

By: 
Scott Dero (Jun 21, 2024 09:20 MDT)
(signature)

Title: Bureau Chief

REGION 16 OPIOID COUNCIL

By: 
Amanda Grant (Jun 21, 2024 12:30 MDT)
Chair, Region 16 Opioid Council or Designee

Signed this 21st day of June, 2024

APPROVED AS TO LEGAL FORM:


Kenny Hodges (Jun 21, 2024 19:46 MDT)
Kenny Hodges, El Paso County Attorney
Legal Advisor to Region 16 Opioid Council

Date: Jun 21, 2024

EXHIBIT A to Agreement between the ROAC and El Paso County Sheriff's Office - JBBS.
RFIE-24-015; Region 16 Opioid Council Fund Disbursement.

1. **Scope of Services.** The Applicant hereby agrees to and accepts responsibility to perform the following services:

A. SOW 4: Recovery Supports and Transitions

The goal of this focus area is to support people seeking recovery and in transitions (detox to treatment, justice system to community, residential treatment to sober living etc). Funding can include but is not limited to supporting peers, navigators, recovery community organization development, and crisis intervention. The ROAC hopes to use this funding to support programs across the continuum of care that are targeted at increasing the number of successful transitions of care, providing access to services that support long-term recovery, or both.

The ROAC is seeking focus in this area that:

- Produce measurable increases in one or more of SAMHSA's 8 Dimensions of Wellness (or similar recovery capital measurement tool)
- Increase the number of clients successfully transitioning between levels of care, or between justice involved and community-based care
- Increase the number of peer coaches

The ROAC is seeking programs that identify gaps in recovery supports and transitions of care. Programs that will be considered include:

- Detox to treatment
- Justice system to community
- Residential treatment to sober living
- Transition from structured treatment to long term recovery
- Substance Use Disorder Crisis intervention to the next appropriate level of care
- Supporting peer coaches
- Training new peers
- Expanding existing peer support programming
- Supporting care coordination activities including support for affected friends and family
- Recovery community organization development or expansion
- Recovery friendly workplace initiatives

Presented Scope of Work:

For many individuals who are addicted drugs and alcohol the jail may be their first opportunity to experience sobriety and clear thinking. Providing therapy, education, medication, release planning and support is crucial to building motivation and desire to change. The El Paso County Jail's Jail Based Behavioral Health Services (JBBS) program offers discharge planning, groups to address relapse prevention and workbooks to address emotions control, managing co-occurring disorders, and ways to change thinking patterns to incarcerated citizens. Expanding services currently being offered to provide additional groups, individualized treatment planning, and connections to peer coaches and other community professionals as part of a comprehensive discharge plan is critical in supporting an individual's recovery process.

It is the intent of the jail to partner with the existing JBBS program to expand service options to more individuals throughout the jail and increase the number of treatment opportunities provided to the incarcerated population. As a participant of JBBS, individuals receive discharge planning, an opportunity to receive a referral for MAT if appropriate, and treatment groups and workbooks. To expand the services, provide to reach additional incarcerated citizens, the El Paso County Sheriff's Office is requesting Region 16 Opioid Council Funds to hire additional staff.

- 3 addiction counselors to expand the type of groups and number of groups offered throughout the jail.
- 1 program supervisor who is responsible for ensuring the staff are providing appropriate and ethical services to incarcerated citizens.
- 1 security specialist to escort community professionals into the jail to connect them to incarcerated citizens who need support once released.

- 1 Data Specialist who will manage and track all data related to this funding.

If awarded funds to hire the outlined staff, the existing JBBS program model will be able to greatly enhance services to the incarcerated population. Expanding the number of addictions counselors in the jail will allow the partnering JBBS program to increase the number of groups being offered. Currently the JBBS program provides relapse prevention groups to 11 of the 23 housing units in the jail, reaching approximately 60% of the population. Expanding the number of addiction staff allows the jail to reach additional individuals who are not able to be housed in wards where groups are currently provided.

In addition to offering an increased number of groups and individualized treatment services, utilization of peer coaches to assist in recovery has become a best practice model across the state. Unfortunately, due to strict background requirements to access the jail, peer support and peer support programs are not able to gain in person access to the incarcerated population. The Sheriff's Office recognizes the impact a peer support coach has on recovery and would like to hire a dedicate a full-time staff to escort peer support coaches and other community-based support programs into the jails to meet with incarcerated individuals. Expanding the reach of peer support inside the walls of the jail has been a community request for multiple years, which unfortunately the sheriff's office cannot assist with without a dedicated security specialist available to meet the demands of escorting unauthorized individuals into the jail. Providing these in person connections to incarcerated citizens provides a more effective "warm hand" off approach when transitioning an individual from the justice system back into community, sober living, or long-term structured treatment.

Building motivation for change while in jail through treatment opportunities and the development of supportive release plan equips individuals with the tools, they need to maintain sobriety once released from custody. For many incarcerated citizens coming to jail is their "rock bottom" or the forced sobriety they need to start their recovery journey. It is important that the El Paso County jail supports and encourages individuals towards recovery to prevent relapse and recidivism and make our community a safer and happier place to live. The El Paso County jail has been a leader in Colorado with jail-based programs through the former Reintegration and Recovery program and now the JBBS program and we will continue to seek opportunities to expand our existing programs to assist our community members.

Evaluation of this programs success will be determined by the number of individuals who receive individual counseling, the number of groups that are provided in the jail, the number of community referrals provided prior to release and recidivism statistics.

In 2023 that current JBBS program admitted a total of 3,877 people into the program, approximately 26% of the total yearly incarcerated population. Through this funding, the Sheriff's office would like to reach more of the incarcerated population to encourage change for recovery. Providing more people with brief individualized education and support is beneficial for allowing clinical staff to address needs and referrals targeting underling concerns that are likely to lead to relapse. In 2023 JBBS staff provided just under 400 individual substances use support sessions, it is our goal to increase the number of support sessions by 20%. Increasing the number of groups offered in the jail allows more people to access group instruction and gain skills to support recovery. Groups are limited in number due to space and regulations, therefore increasing the number of groups offered can eliminate wait lists and encourage motivation for change to more people. In 2023 JBBS provided 488 groups. Hiring additional addiction counselors will allow the jail to provide more opportunity for groups, with a goal to provide 600 groups through this funding and JBBS support. Finally, reducing recidivism through assisting incarcerated citizens towards recovery is a priority for the El Paso County Sheriffs Office. The goal of the jail and JBBS program is to reduce recidivism so incarcerated citizens can continue to have a prosocial impact on our community.

Jail MAT Program Evaluation	
Evaluation Criteria	Desired Goals
Increase # of individuals receiving SUD services	Provide services to 30% of the yearly incarcerated population
Increase individualized education and support sessions	Conduct 500 individualized SUD support sessions
Increase # of groups offered in the jail	Conduct 600 SUD groups in the jail
Develop a pathway for community professionals to enter the jail	Development and utilization of a weekly calendar for professional in-person visits
Reduce recidivism from national average of 73%	Decrease in recidivism for individuals receiving services

In the event of any conflicts between this Agreement and any attached solicitation documents, this Agreement shall control.

2. Time of Performance. The services of the Applicant shall commence (choose one):

- ☒ As of the date of this Agreement.
- ☐ As specified in a Notice to Proceed to be provided by the ROAC.
- ☐ As of the following date: _____, _____.

The services of the Applicant shall be completed, or shall end, by December 31, 2025, at which time the ROAC shall have the option to renew the Agreement for an optional term under the same terms and conditions of the original Agreement. Continuation of the Agreement beyond the initial period is a ROAC prerogative and not a right of the Applicant and will be exercised only when such continuation is clearly in the best interest of the ROAC.

Reporting requirements shall be quarterly outlining where the funding is being utilized, how it focuses on the ROAC's Scope of Work, and how it is meeting the goals outlined herein. In addition, optional in person updates regarding the work being performed by the Applicant, goals, and status of the measurement outcomes may be requested by the ROAC. Requests for additional funding must be made in writing and approved by the ROAC.

3. Compensation. The ROAC agrees to compensate the Applicant for the performance of services detailed in Section 1 above, Scope of Services, as follows (choose one):

- ☐ One-time payment due July 1, 2024: \$619,021.
- ☒ 50% payment due July 1, 2024: \$309,511 and 50% payment due March 1, 2025: \$309,511

It is expressly understood and agreed that the total compensation to be paid to the Applicant under this initial Agreement shall not exceed \$619,021 unless a written Amendment is completed by the ROAC adding additional funding. Additional funding may be available during the initial term and/ or during an optional term. Requests for additional funding must be made in writing and approved by the ROAC. The maximum fee specified herein shall include all fees and expenses incurred by Applicant in performing all services hereunder.

4. Notices of Termination. Notices of termination shall be given at least thirty (30) days before the effective date of termination.

5. Additional Insurance Requirements.

☐ Protective Liability and Property Damage Insurance covering the liability of the ROAC, including any employee, officer, or agent of the ROAC, with respect to all operations under the Agreement by the Applicant or his subcontractors, shall be procured and maintained during the life of the Agreement. The limits of the ROAC's Protective Liability Policy, to be provided by the Applicant, as described in Section 7, shall be increased to the same limits for the Applicant's Commercial General Liability Insurance. **Check box if required only.**

☒ Professional Liability Insurance is required. If Applicant's scope of work includes the performance of professional services, Applicant shall provide and maintain, for the statute of repose, Professional liability insurance covering any damages caused by an error or omission in performance of the professional services with the required minimum limits of One Million Dollars (\$1,000,000) each claim and Two Million Dollars (\$2,000,000) annual aggregate, and Applicant shall maintain such coverage for at least two (2) years from the termination of this Agreement. **Check box if required only.**

☐ Umbrella Liability Insurance is required: Commercial Umbrella/Excess Liability Insurance for bodily injury and property damage liability must sit over Applicant's primary Employer's Liability, Commercial General Liability and Commercial Automobile Liability with limits of: One Million Dollars (\$1,000,000) each occurrence and aggregate. Higher or Lower limits may be required or determined acceptable at the sole discretion of ROAC. **Check box if required only.**

☐ **Protected Information:** If Applicant's scope of work will include access to Confidential Information, such as PII, PHI, PCI, Tax Information, and CJ, Applicant shall maintain Cyber/ Network Security and Privacy Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000) each occurrence; and Two Million Dollars (\$2,000,000) general aggregate to cover civil, regulatory and statutory damages, contractual damage, as well as data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as confidential information of ROAC. **Check box if required only.**

☐ **Pollution Liability:** If Applicant's scope of work includes any pollution liability exposure, Applicant must provide and maintain a separate Pollution Liability Insurance policy. Such insurance shall include coverage for the Hold-Harmless or Indemnification Clause contained in this Agreement. Coverage shall include Additional Insured status in favor of ROAC, its agents and employees and a Waiver of Subrogation in favor of additional insured parties the policy shall be written with a limit of liability no less than One Million Dollars (\$1,000,000) each occurrence and aggregate. **Check box if required only.**

☐ **Crime Insurance:** If Applicant's scope of work includes Applicant or Applicant's employees' involvement with money or securities of ROAC, Applicant shall provide and maintain Commercial Crime coverage for a loss arising out of or in connection with any fraudulent or dishonest act committed by employees of the Applicant, in an amount of not less than One Million Dollars (\$1,000,000) single limit. Commercial Crime Coverage shall include third party liability coverage and list ROAC as a loss payee. **Check box if required only.**

☐ **Builders Risk:** The Applicant shall purchase and maintain All Risk Builder's Risk insurance upon the entire Project to One Hundred Percent (100%) of the insurable value thereof for the benefit of the Owner and the Applicant. Such insurance shall include any and all direct damage to all structures under construction (including temporary structures) and all materials, supplies, machinery, and equipment at the work site which are or will be incorporated in the work, which is caused by hazards such as but not limited to, the hazards of fire, lightning, wind, earthquake, flood, vandalism, malicious mischief, and other hazards included in a standard Extended Coverage Endorsement. **Check box if required only.**

☒ **Subrogation Waiver:** All insurance policies secured or maintained by Applicant in relation to this contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against the ROAC, its agencies, institutions, organizations, officers, agents, employees, and volunteers. **REQUIRED.**

Waiver of Workers' Compensation Insurance Requirements. Check box for Sole Proprietors only.

☐ A Waiver of Workers' Compensation Insurance is required only when a Applicant is a sole proprietor and has no employees. This form must be requested from the Contracts & Procurement Division.

6. Addresses for Notices. The addresses for Notices are as follows:

To the ROAC: El Paso County Contracts & Procurement Division
15 East Vermijo Avenue
Colorado Springs, Colorado 80903

AND

To the Applicant: El Paso County Sheriff's Department
2739 E. Las Vegas St.
Colorado Springs, Colorado 80906
Attn: Scott Deno
scottdeno@elpasoco.com
719-390-2103

7. Special Conditions.

☐ No special conditions

☒ Special Conditions are as follows: Quarterly reporting on identified metrics and funding expenditures will be required.

EL PASO BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Date: Tuesday, July 23, 2024 Item No. 5.g.

To: Board of County Commissioners

From: Nikki Simmons, Chief Financial Officer/Joseph Roybal, Sheriff

Agenda Wording: Resolution to recognize revenue and appropriate expenditures in the amount of \$321,800.00 from the Region 16 Opioid Council through the Contract for Medication Assisted Treatment (MAT)/Medication for Opioid Use Disorder (MOUD) to the Sheriff's Office 2024 Budget.

SUMMARY (including information on budgeted matters)

RESOLUTION TO RECOGNIZE REVENUE AND APPROPRIATE EXPENDITURES IN THE AMOUNT OF \$321,800.00 FROM THE REGION 16 OPIOID COUNCIL THROUGH THE CONTRACT FOR MAT/MOUD TO THE SHERIFF'S OFFICE 2024 BUDGET

BACKGROUND (including information on budgeted matters)

ESTIMATED TIME FOR PRESENTATION

10 minutes/hours

FINANCIAL IMPLICATIONS

Business Year:	2024	Subject to TABOR? NO
Fund:		
Funding Amount:	\$321,800.00	
Increase to original adopted Budget	\$321,800.00	
Net Cost to County:	\$0.00	
Total Project Cost:	\$321,800.00	
Vendor Information	Region 16 Opioid Council Funding for MAT/MOUD	

ATTACHMENTS

Resolution
Contract

RESOLUTION NO. _____

BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO

RESOLUTION TO RECOGNIZE REVENUE AND APPROPRIATE EXPENDITURES IN THE AMOUNT OF \$321,800.00 FROM THE REGION 16 OPIOID COUNCIL THROUGH THE CONTRACT FOR MAT/MOUD TO THE SHERIFF'S OFFICE 2024 BUDGET

WHEREAS, the Sheriff's Office has received \$321,800.00 in funding from the Region 16 Opioid Council (ROAC) through the Contract for MAT/MOUD; and

WHEREAS, the funds received are in support of Medication Treatment Services (MAT) through the Jail Based Behavioral Services (JBBS) provided at the Sheriff's Office Jail; and

WHEREAS, the Sheriff's Office requests the Board of County Commissioners recognize revenue and appropriate expenditures in the amount of \$321,800.00 to the Sheriff's Office 2024 budget.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board of County Commissioners of El Paso County, Colorado, does hereby recognize revenue and appropriate expenditures in the amount of \$321,800.00 to the Sheriff's Office 2024 budget in the following manner:

Recognize Revenue

18037.33419.01	24T00014	Offender Mgmt – Jail Based Operations	\$	321,800.00
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Appropriate Expenditures

18037.43519	24T00014	Misc. Medical Service	\$	321,800.00
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DONE THIS 23rd day of July, 2024, at Colorado Springs, Colorado.

BOARD OF COUNTY COMMISSIONERS
EL PASO COUNTY, COLORADO

ATTEST:

By: _____
Chair

By: _____
County Clerk and Recorder

AGREEMENT FOR SERVICES

RFIE-24-015; Region 16 Opioid Council Fund Disbursement

THIS AGREEMENT is entered into as of the 1st day of July 2024 by and between the Region 16 Opioid Council (hereinafter referred to as the "ROAC") and El Paso County Sheriff's Office – MAT/MOUD (hereinafter referred to as the "Applicant").

WHEREAS, the ROAC desires to engage the Applicant to provide the services described in Exhibit A, Statement of Work #3; MAT/MOUD (the "Project").

NOW, THEREFORE, the parties mutually agree as follows:

1. **Scope of Services.** The Applicant shall furnish all labor and materials to perform the services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project, which are described or reasonably implied from Section 1 of Exhibit A, which is attached hereto and incorporated herein by this reference.

2. **Incorporated Documents.** The following documents are incorporated herein by reference and made a part of this Agreement: Request for Information and Expression of Interest (RFIE) #24-015 and Addenda; Applicant RFIE response documents; and any modifications, changes orders or other such revisions properly authorized after the execution of this Agreement.

In the event of any conflicts between this Agreement and any referenced or attached documents, this Agreement shall control.

3. **Time of Performance.** The services of the Applicant are to commence and be completed (or end) by the dates set forth in Section 2 of Exhibit A, unless this Agreement is sooner terminated pursuant to paragraph 5.A. below. All time limits are of the essence in this Agreement.

4. **Method of Payment.** The ROAC will compensate the Applicant for services rendered in accordance with Section 3 of Exhibit A, subject to the availability of appropriated funds within the annual budget. The Applicant is responsible for paying all applicable income, Federal Insurance Contributions Act (FICA), Federal Unemployment Tax Act, or other taxes owed on compensation paid under this Agreement. The Applicant shall submit requests for payment in a form acceptable to the ROAC and in conformance with the ROAC's policies. The Applicant shall provide such backup information for its payment requests as may be reasonably requested by the ROAC. The ROAC shall have forty-five (45) days from receipt of any payment request to make payment to the Applicant.

5. General Terms and Conditions.

A. **Termination of Agreement.** The ROAC or the Applicant shall have the right to terminate this Agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, which notice shall be given at least the number of days set forth in Section 4 of Exhibit A prior to the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Applicant pursuant to this Agreement shall become the property of the ROAC. Unless expressly stated otherwise in the notice, Applicant shall provide no further services in connection with this Agreement after receipt of a notice of termination, and the Applicant shall proceed to cancel all existing orders and contracts that are chargeable to the ROAC under this Agreement. The Applicant shall be entitled to receive compensation in accordance with this Agreement for any satisfactory services completed pursuant to the terms of this Agreement prior to the date of receipt of the notice of termination, or such other stop-work date as may be specified in the notice. Notwithstanding the above, the Applicant shall not be relieved of liability to the ROAC for damages sustained by virtue of any breach of this Agreement by the Applicant.

B. **Pandemics.** The Applicant shall abide by any local, state, and federal health orders in effect or instituted during the term of this Agreement. The Applicant is expected to implement any such changes effective immediately. Failure to abide by such requirements may result in termination of the Agreement.

C. Changes. The ROAC or Applicant may, from time to time, request changes in the scope of services or compensation of the Applicant. Such changes that are mutually agreed upon between the ROAC and Applicant shall be in writing, and upon execution shall become part of this Agreement. To be effective, all changes must be signed by the Applicant and by the Chair of the Region 16 Opioid Council, or by a person authorized by vote to sign on behalf of the Council.

D. Assignability or Subcontracting. Any assignment, transfer or subcontracting of this Agreement is prohibited, unless written consent is obtained from the ROAC.

E. Audit. The ROAC and any of its duly authorized representatives shall have reasonable access to any books, documents, papers, and records of the Applicant which are pertinent to the Applicant's performance under this Agreement for the purpose of making an audit, examination, or excerpts. The Applicant shall provide any documentation necessary to prepare all reporting required of or by the ROAC, and shall keep all books, documents, papers, and records which are pertinent to the Applicant's performance for a minimum period of three years, or such longer time as may be set forth in any Special Conditions or addendums to this Agreement.

F. Equal Employment Opportunity. While performing this Agreement, the Applicant shall not discriminate against any employee, subcontractor, or applicant for employment because of disability, race, creed, color, gender, sexual orientation, religion, age, national origin, or ancestry.

G. Ownership of Documents. All drawings, specifications, guidelines, and other documents prepared or received by the Applicant in connection with this Agreement shall be the property of the ROAC.

H. Assignment of Copyrights. The Applicant assigns to the ROAC the copyrights to all works prepared, developed, or created pursuant to this Agreement, including the rights to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly. The Applicant waives its rights to claim authorship of the works, to prevent its name from being used in connection with the works, and to prevent distortion of the works.

I. Governing Law/Forum/Interpretation. This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Colorado. Venue for any civil action relating to this Agreement shall be in El Paso County. Both parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.

Applicant shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the Fourth Judicial District, El Paso County.

J. Compliance with Laws/Licenses and Permits. The Applicant shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions. The Applicant shall be responsible for obtaining all licenses and permits necessary to perform the scope of services, at the Applicant's expense, unless specifically stated otherwise in this Agreement.

K. No Waiver of Rights. The ROAC's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the ROAC except in writing signed by the Chair of the Region 16 Opioid Council or person authorized to sign by vote of the Council, and any waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver, unless specifically so stated.

L. Non-appropriation. Pursuant to Article X, Section 20 of the Colorado Constitution and C.R.S. § 29-1-110, as amended, the financial obligations of the ROAC as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January

1st of the first fiscal year for which funds are not appropriated. The ROAC shall give the Applicant written notice of such non-appropriation. Financial obligations of the ROAC payable after the current Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available, pursuant to the Constitution for annual funding appropriation.

M. Conflict of Interest/Ethics. The Applicant shall refrain from providing services to other persons, firms or entities that would create a conflict of interest for Applicant with regard to providing services pursuant to this Agreement. The Applicant shall not offer or provide anything of benefit to any ROAC official or employee that would place the official or employee in a position of violating the public trust in violation of Colorado Constitution Article XXIX, C.R.S. § 24-18-109, as amended.

The Applicant shall disclose any personal or private interest related to property or business within the ROAC. Upon disclosure of any such personal or private interest, the ROAC shall determine if the interest constitutes a conflict of interest. If the ROAC determines that a conflict of interest exists, the ROAC may treat such conflict of interest as a default and terminate this Agreement.

N. Remedies. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the ROAC may exercise the following remedial actions if the Applicant substantially fails to satisfy the duties and obligations in this Agreement. Substantial failure to satisfy the duties and obligations shall mean significant insufficient, incorrect, or improper performance, activities, or inactions by the Applicant. These remedial actions are as follows:

(1) Suspend Applicant's performance pending necessary corrective action as specified by the ROAC without the Applicant's entitlement to an increase in price/cost or a time extension; and/or

(2) Withhold payment to the Applicant until the necessary services or corrections in performance are satisfactorily completed; and/or

(3) Deny payment for those services which have not been satisfactorily performed, or which, due to circumstances caused by the Applicant, cannot be performed, or if performed would be of no value to the ROAC.

The foregoing remedial actions are cumulative and the ROAC, in its sole discretion, may exercise any or all of them individually or simultaneously. The ROAC shall provide written notice to Applicant of its exercise of any of the foregoing remedial actions.

O. Force Majeure. Neither the Applicant nor the ROAC shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

P. Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved to the ROAC and the named Applicant. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.

Q. Survival of Terms and Conditions. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of the Agreement that anticipate continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

R. Abilities, Qualifications, Experience, and Best Efforts. Notwithstanding anything to the contrary contained in this Agreement, the ROAC and Applicant agree and acknowledge that the ROAC enters into this Agreement relying on the special and unique abilities of Applicant to perform the services and accomplish the tasks described. Applicant accepts the relationship of trust and confidence established between Applicant and the ROAC by this Agreement. Applicant covenants with the ROAC to use its best efforts. Applicant shall further the interests of the ROAC according to the ROAC's requirements

and procedures, and according to the highest standards and quality prevailing among those who perform work of a similar nature.

S. Accuracy of Work. The Applicant represents, covenants, and agrees that its work will be accurate and free from any material errors.

T. Personally Identifiable Information (PII). If the Applicant or any of its Subcontractors will or may receive PII under this Agreement, Applicant shall provide for the security of such PII, in a manner and form acceptable to the ROAC, including, without limitation, non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Applicant shall be a "Third-Party Service Provider" as defined in C.R.S. § 24-73-103(1)(i) and shall maintain security procedures and practices consistent with C.R.S. § 24-73-102 and C.R.S. § 24-73-103. In the event Applicant incurs a data breach whereby it is reasonably believed that any of ROAC's PII either could have been, or was compromised, then Applicant shall immediately notify the ROAC in writing and shall abide by C.R.S. § 24-73-101 *et seq.*

6. **Insurance**. In part to assure the ROAC that the Applicant is always capable of fulfilling the specified indemnification obligations, the Applicant must purchase and maintain insurance of the kind and in the minimum amounts specified below, unless indicated otherwise in Section 5 of Exhibit A.

A. The Applicant agrees to procure and maintain, at its own expense, for all services covered by this Agreement, the following policies of insurance:

(1) **Workers' Compensation Insurance**: The Applicant will maintain workers' compensation insurance covering the Applicant for the performance of all services under this Agreement in accordance with applicable state laws, and employer's liability insurance. Coverage shall include a waiver of subrogation in favor of the Region 16 Opioid Council.

Minimum Limits:

- Workers' Compensation – statutory limits
- Employer's Liability:
 - \$500,000 bodily injury for each accident
 - \$500,000 each employee for disease
 - \$500,000 disease aggregate

The requirements of this provision shall apply to the Applicant and to all subcontractors.

(2) **Commercial General Liability**: The Applicant will maintain commercial general liability insurance covering all operations by or on behalf of the Applicant on an occurrence basis against claims for bodily injury, property damage (including loss of use) and personal injury. Such insurance will have these minimum limits and coverages:

Minimum Limits:

- \$1,000,000 each occurrence
- \$2,000,000 general aggregate with dedicated limits per project site
- \$2,000,000 products and completed operations aggregate

Additional Insured Endorsement (for on-going and completed operations) issued to Region 16 Opioid Council, its officers, its agents, and its employees acting in the scope of their employment.

The requirements of this provision shall apply to the Applicant and to all subcontractors.

(4) If indicated in Section 5 of Exhibit A, Errors and Omissions or Professional Liability Insurance with a minimum coverage amount as specified in Section 5 of Exhibit A, and for two years beyond the completion of all services under this Agreement.

B. The above-mentioned coverages shall be procured and maintained with insurers with an A- or better rating, as determined by Best's Key Rating Guide. All coverages shall be continuously maintained during the term of this Agreement or as noted above to cover all liability, claims, demands, and other obligations assumed by the Applicant.

C. Additional Insured status required above shall be primary and non-contributory with any insurance or self-insurance carried by the ROAC. The Applicant shall be solely responsible for any deductible losses under any policy required above.

D. The policies shall provide that the ROAC will receive notice no less than 30 days prior to cancellation, termination, or non-renewal of the policies.

E. The Applicant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

F. Failure on the part of the Applicant to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the ROAC may immediately terminate this Agreement.

G. The ROAC reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

7. Insurance Certificates.

A. The Applicant shall, prior to commencing services, deliver to the ROAC Certificates of Insurance as evidence that policies providing any and all required coverages and limits are in full force and effect.

B. These certificates will serve as an indication to the ROAC that the Applicant has acquired all necessary insurance; however, the ROAC may require that certified copies of the insurance policies be submitted and may withhold payment for services until the applicable insurance policies are received and found to be in accordance with the Agreement.

C. Insurance limits must be indicated on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by the ROAC prior to commencement of services under the Agreement.

8. Indemnification. The Applicant shall indemnify and hold harmless the ROAC and its elected and appointed officials, officers, employees, and agents from and against any and all losses, damages, liabilities, claims, suits, actions, or awards, including costs, expenses and attorney's fees, incurred or occasioned as a result of any negligent acts or omissions of the Applicant, or its principals, employees, agents, or subcontractors arising out of or in any way connected with the performance of services under this Agreement. The Applicant's obligation to indemnify pursuant to this paragraph, and to provide any extended insurance coverage where applicable, shall survive the completion of the scope of services, and shall survive the termination of this Agreement.

9. Government Immunity. Liability for claims for injuries to persons or property arising from the negligence of the ROAC, its departments, boards, commissions committees, bureaus, offices, employees, and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§ 24-30-1501, *et seq.*, C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

10. Prohibited Terms. Any term included in this Agreement that requires the ROAC to indemnify or hold Applicant harmless; requires the ROAC to agree to binding arbitration; limits Applicant's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void *ab initio*. Nothing in this Agreement shall be construed as a waiver of any provision of § 24-106-109, C.R.S.

11. Independent Applicant. The Applicant is an independent Applicant. AN INDEPENDENT APPLICANT IS NOT ENTITLED TO WORKER'S COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE

INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP. Notwithstanding any provision appearing in this Agreement, all personnel assigned by the Applicant to perform work under the terms of this Agreement shall be and remain at all times employees of the Applicant or employees of their respective employers for all purposes.

12. **Notices.** Notices to be provided under this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth in Section 6 of Exhibit A.

13. **Purchase by Other Governmental Agencies.** Each governmental unit which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders, be invoiced therefrom and make its own payments and issue its own exemption certifications as required by the Applicant. It is understood and agreed that Region 16 Opioid Council is not a legally binding party to any contractual agreement made between any other governmental unit and the Applicant as a result of this agreement.

14. **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the ROAC and the Applicant and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this must be in writing and be signed by both the ROAC and the Applicant. If any portion of this Agreement is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the parties that the remaining portions of this Agreement shall be of full force and effect.

[Remainder of page intentionally left blank. Signatures on following page.]

**APPLICANT: EL PASO COUNTY SHERIFF –
MAT/MOUD**

By: 
Scott Deno (Jul 15, 2024 08:51 MDT)
(signature)

Title: Bureau Chief

REGION 16 OPIOID COUNCIL

By: 
Amanda Grant (Jul 16, 2024 09:13 MDT)
Chair, Region 16 Opioid Council or Designee

Signed this Jul 16, 2024 day of Jul 16, 2024, 2024

APPROVED AS TO LEGAL FORM:


Kenny Hodges (Jul 16, 2024 10:04 MDT)
Kenny Hodges, El Paso County Attorney
Legal Advisor to Region 16 Opioid Council

Date: Jul 16, 2024

EXHIBIT A to Agreement between the ROAC and El Paso County Sheriff – MAT/MOUD.
RFIE-24-015; Region 16 Opioid Council Fund Disbursement.

1. **Scope of Services.** The Applicant hereby agrees to and accepts responsibility to perform the following services:

A. SOW 3: MAT / MOUD

The goal of this focus area is to provide Medication Assisted Treatment (MAT), also called Medication for Opioid Use Disorder (MOUD) to people with OUD in the region. The program will include some variation of mobile MAT to serve rural areas of the region including Teller County and Southeast El Paso County.

The ROAC is seeking focus in this area that:

- Increase the number of providers offering MOUD treatment.
- Increase the number of individuals accessing MOUD treatment.
- Provide supportive services for individuals engaged in MOUD treatment.

Applicants must:

- Provide Medical Assisted Treatment to All Areas (Mobile and Institutionalized)
 - Incorporated
 - Rural (Mountains rural and plains rural)
 - Unincorporated
 - Developed unincorporated
- Provide Transitional Navigation ○ Detention Centers (Discharge Planners)
 - Detox
 - Hospital Systems

Presented Scope of Work:

Using Opioid Council Funding grant to cover the basics of the legislative requirement for the jail is the priority of this funding, the jail is also requesting funding to transition from oral buprenorphine pills to injectable buprenorphine. The purpose of this request is:

1. Incarcerated citizens within the jail have been caught on multiple occasions diverting their medication. Diverting is when an individual does not take the medication as prescribed and then “sells” the medication to other individuals in the facility who are not prescribed the medication. This is a very dangerous practice as it can lead to many medical complications if a person who receives the medication is not evaluated by a doctor prior to consuming the narcotic medication. To date the jail has caught and disciplined dozens of individuals who were attempting to divert their medication and have found the medication in housing units during routine shakedowns. Catching individuals diverting the medication is challenging due to the multiple unknown methods they utilize to conceal the intact medication. Jail and medical staff follow strict protocol to attempt to discourage diversion of the medication however due to the amount of the medication found to be diverted and known to be in the wards, our strict protocol is not enough to keep people safe from the diversion of this medication. While jail staff have taken many measures to reduce the instances of diversion, the only option to fully controlling the dangerous practice of medication diversion is to provide injectable buprenorphine rather than oral medication.
2. On average approximately 80% of the citizens incarcerated at the jail are “pre-sentenced”, meaning they have not been sentenced to the jail. While under pre-sentenced status an individual may leave jail with little to no notice due to receiving a release at court or bonding out. Individuals may be released from jail at all hours of the day/night due to legislative mandates that require officers to complete a release within 6 hours of notification for the release. Having limited knowledge or time to release individuals means there is little to no time to attempt to make follow up medication appointments, and same day appointments are limited.

Due to the challenges with the pre-sentence status, 30-day injectable medication would be more beneficial to the individuals receiving the rather than daily pills. Having an injection of the medication means they will have the medication in

their system when leaving the jail which allows them time to follow up with a community provider and reactivate their insurance status before having to receive the next dosing of the medication.

Not only is the intention of the jail to switch from suboxone (oral medication) to an injectable but also prescribe oral naltrexone vs. oral suboxone. Oral naltrexone blocks a person's ability to get high and does not produce any physiological effects on the brain making a person feel under the influence. Switching to providing Naltrexone vs. Suboxone discourages individuals in the jail wanting to feel "high" from the MAT narcotic medication. Individuals who are truly seeking help to stop using opiate medication and believe a buprenorphine medication such as suboxone is the best option for them will be able to receive the medication via injection.

As a requirement of the legislation and statement of work under the current JBBS contract, all individuals who receive MAT will also receive a pre-release discharge plan and Narcan. This practice is currently being offered to incarcerated citizens and will continue to operate under the jails current JBBS contract.

The MAT program at the El Paso County jail offers anyone interested in MAT the opportunity to be screened for the medication. The jail provides medication to individuals anywhere in the county who are booked into the jail. The jail also has a very diverse demographic of people who are all eligible to receive MAT if they meet substance abuse criteria and need.

Evaluation

Evaluation of the program will be determined by the number of people who receive medication, number of people who receive a discharge plan linking them to community MAT providers and the number of people who return to custody. The goal of the MAT program is to help individuals receive medication for their opioid use disorders and reduce drug based criminal conduct resulting in recidivism.

A successful MAT program in the jail is determined by a reduction in the amount of diversion of MAT medications, all individuals who qualify for MAT based on a full substance use disorder screening are inducted on medication, and the recidivism for individuals receiving MAT is less than national recidivism statistics for jails, approximately 73%.

Jail MAT Program Evaluation	
Evaluation Criteria	Desired Goals
Reduction of Diversion	Less than 2 identified diversions per quarter
MAT Screenings	100% of individuals in the jail more than 7 days who qualify for MAT are inducted per medical policy
MAT continuation	100% of individuals with verified MAT prescription are continued on their medication while in custody
Recidivism	Decrease in recidivism for individuals receiving MAT

In the event of any conflicts between this Agreement and any attached solicitation documents, this Agreement shall control.

2. Time of Performance. The services of the Applicant shall commence (choose one):

- ☒ As of the date of this Agreement.
- ☐ As specified in a Notice to Proceed to be provided by the ROAC.
- ☐ As of the following date: _____, _____.

The services of the Applicant shall be completed, or shall end, by December 31, 2025, at which time the ROAC shall have the option to renew the Agreement for four additional one-year terms under the same terms and conditions of the original Agreement by issuance of an Extension Letter. Continuation of the Agreement beyond the initial period is a ROAC prerogative and not a right of the Applicant and will be exercised only when such continuation is clearly in the best interest of the ROAC.

Requests for additional funding may be made in writing a minimum of ninety (90) days prior to the end of the then current term.

3. **Compensation.** The ROAC agrees to compensate the Applicant for the performance of services detailed in Section 1 above, Scope of Services, as follows (choose one):

- ☐ One-time payment due July 1, 2024: \$321,800.
- ☒ 50% payment due July 1, 2024: \$160,900 and 50% payment due March 1, 2025: \$160,900

It is expressly understood and agreed that the total compensation to be paid to the Applicant under this initial Agreement shall not exceed \$321,800 unless a written Amendment is completed by the ROAC adding additional funding. Additional funding may be available during the initial term and/ or during the renewal terms. The maximum fee specified herein shall include all fees and expenses incurred by Applicant in performing all services hereunder.

4. **Notices of Termination.** Notices of termination shall be given at least thirty (30) days before the effective date of termination.

5. **Additional Insurance Requirements.**

☐ Protective Liability and Property Damage Insurance covering the liability of the ROAC, including any employee, officer, or agent of the ROAC, with respect to all operations under the Agreement by the Applicant or his subcontractors, shall be procured and maintained during the life of the Agreement. The limits of the ROAC's Protective Liability Policy, to be provided by the Applicant, as described in Section 7, shall be increased to the same limits for the Applicant's Commercial General Liability Insurance. **Check box if required only.**

☒ Professional Liability Insurance is required. If Applicant's scope of work includes the performance of professional services, Applicant shall provide and maintain, for the statute of repose, Professional liability insurance covering any damages caused by an error or omission in performance of the professional services with the required minimum limits of One Million Dollars (\$1,000,000) each claim and Two Million Dollars (\$2,000,000) annual aggregate, and Applicant shall maintain such coverage for at least two (2) years from the termination of this Agreement. **Check box if required only.**

☐ Umbrella Liability Insurance is required: Commercial Umbrella/Excess Liability Insurance for bodily injury and property damage liability must sit over Applicant's primary Employer's Liability, Commercial General Liability and Commercial Automobile Liability with limits of: One Million Dollars (\$1,000,000) each occurrence and aggregate. Higher or Lower limits may be required or determined acceptable at the sole discretion of ROAC. **Check box if required only.**

☒ Protected Information: If Applicant's scope of work will include access to Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, Applicant shall maintain Cyber/ Network Security and Privacy Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000) each occurrence; and Two Million Dollars (\$2,000,000) general aggregate to cover civil, regulatory and statutory damages, contractual damage, as well as data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as confidential information of ROAC. **Check box if required only.**

☐ Pollution Liability: If Applicant's scope of work includes any pollution liability exposure, Applicant must provide and maintain a separate Pollution Liability Insurance policy. Such insurance shall include coverage for the Hold-Harmless or Indemnification Clause contained in this Agreement. Coverage shall include Additional Insured status in favor of ROAC, its agents and employees and a Waiver of Subrogation in favor of additional insured parties the policy shall be written with a limit of liability no less than One Million Dollars (\$1,000,000) each occurrence and aggregate. **Check box if required only.**

☐ Crime Insurance: If Applicant's scope of work includes Applicant or Applicant's employees' involvement with money or securities of ROAC, Applicant shall provide and maintain Commercial Crime coverage for a loss arising out of or in connection with any fraudulent or dishonest act committed by employees of the Applicant, in an amount of not less than

One Million Dollars (\$1,000,000) single limit. Commercial Crime Coverage shall include third party liability coverage and list ROAC as a loss payee. **Check box if required only.**

☐ **Builders Risk:** The Applicant shall purchase and maintain All Risk Builder's Risk insurance upon the entire Project to One Hundred Percent (100%) of the insurable value thereof for the benefit of the Owner and the Applicant. Such insurance shall include any and all direct damage to all structures under construction (including temporary structures) and all materials, supplies, machinery, and equipment at the work site which are or will be incorporated in the work, which is caused by hazards such as but not limited to, the hazards of fire, lightning, wind, earthquake, flood, vandalism, malicious mischief, and other hazards included in a standard Extended Coverage Endorsement. **Check box if required only.**

☒ **Subrogation Waiver:** All insurance policies secured or maintained by Applicant in relation to this contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against the ROAC, its agencies, institutions, organizations, officers, agents, employees, and volunteers. **REQUIRED.**

Waiver of Workers' Compensation Insurance Requirements. Check box for Sole Proprietors only.

☐ A Waiver of Workers' Compensation Insurance is required only when a Applicant is a sole proprietor and has no employees. This form must be requested from the Contracts & Procurement Division.

6. Addresses for Notices. The addresses for Notices are as follows:

To the ROAC: El Paso County Contracts & Procurement Division
15 East Vermijo Avenue
Colorado Springs, Colorado 80903

AND

To the Applicant: El Paso County Sheriff's Office
2739 East Las Vegas Street
Colorado Springs, Colorado 80906
Attn: Scott Deno, Detention Bureau Chief
ScottDeno@elpasoco.com
719-390-2103

7. Special Conditions.

☐ No special conditions

☒ Special Conditions are as follows: Quarterly reporting on identified metrics and funding expenditures will be required.



COMMISSIONERS:
CAMI BREMER (CHAIR)
CARRIE GEITNER (VICE-CHAIR)

HOLLY WILLIAMS
STAN VANDERWERF
LONGINOS GONZALEZ, JR.

EL PASO BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Date: Tuesday, July 23, 2024 Item No. 5.h.

To: Board of County Commissioners

From: Longinos Gonzalez, Jr., Commissioner - Board of County Commissioners

Agenda Wording: Proclamation recognizing the retirement of Jennifer Irvine.

SUMMARY (including information on budgeted matters)
N/A

BACKGROUND (including information on budgeted matters)
N/A

ESTIMATED TIME FOR PRESENTATION
0 minutes/hours

FINANCIAL IMPLICATIONS

Business Year:	2024	Subject to TABOR? NO
Fund:		
Funding Amount:	\$0.00	
Increase to original adopted Budget	\$0.00	
Net Cost to County:	\$0.00	
Total Project Cost:	\$0.00	
Vendor Information		

ATTACHMENTS

Attached.

Proclamation Recognizing the Retirement of Jennifer E. Irvine

- WHEREAS,** The Board of County Commissioners of El Paso County, Colorado, acknowledges the retirement of Jennifer E. Irvine after 24 years of service to El Paso County and the Pikes Peak Region; and
- WHEREAS,** Mrs. Irvine was hired in December 2000 to work in the Department of Transportation as an Engineer I. Over the years, she held various positions in the Development Services Department and the Public Services Department. In May 2016, she became the County Engineer and culminated her career as the Professional Standards Engineer with the Department of Public Works; and
- WHEREAS,** Mrs. Irvine is an accomplished civil engineering professional and was responsible for the oversight of the Public Works infrastructure for the most populous County in the State of Colorado, which was recognized and received numerous awards through NACo, APWA, CAPA, WTS, and NACE; and
- WHEREAS,** Mrs. Irvine worked on high-impact programs and projects that have greatly benefited the citizens of El Paso County. Her numerous contributions include the El Paso County Engineering Criteria Manual, Drainage Criteria Manual, Local Road Safety Plan, Pikes Peak Rural Transportation Authority, Municipal Separate Storm Sewer System Permit, and various capital and maintenance projects. Additionally, she was responsible for overseeing the County Public Works' damage assessment for fires, floods, snow, and wind events, as well as disaster recovery for four Presidential Disaster Declarations; and
- WHEREAS,** Mrs. Irvine has advocated for county infrastructure and worked closely with County Advisory Boards, state and federal departments of transportation, regional and national partners and stakeholders, County Municipalities and military installations; and
- WHEREAS,** Mrs. Irvine's knowledge and many years of service have been valuable to the residents of El Paso County.

NOW, THEREFORE, the Board of County Commissioners of El Paso County, Colorado, hereby proclaims its gratitude for 24 years of dedicated service and expresses its best wishes to Mrs. Jennifer Irvine and her family as she retires.

DONE THIS 23 day of July 2024 at Colorado Springs, Colorado.

**THE BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO**

Cami Bremer, Chair

Carrie Geitner, Vice Chair

Longinos Gonzales Jr., Member

Stan VanderWerf, Member

Holly Williams, Member

ATTEST:

Steve Schleiker
County Clerk and Recorder



COMMISSIONERS:
CAMI BREMER (CHAIR)
CARRIE GEITNER (VICE-CHAIR)

HOLLY WILLIAMS
STAN VANDERWERF
LONGINOS GONZALEZ, JR.

EL PASO BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Date: Tuesday, July 23, 2024 Item No. 5.i.1.

To: Board of County Commissioners

From: Amanda Grant, Deputy Director - Financial Services

Agenda Wording: Approval of an Amendment and Change Order to Plains Chimney Rock Ranch, LLC dba Junk King Colorado Springs for On-Call Nuisance Abatement Services for Planning and Community Development at a not-to-exceed amount of \$10,000.00 (CON-22-162).

SUMMARY (including information on budgeted matters)

This item is to request the approval of an Amendment and Change Order to Plains Chimney Rock Ranch, LLC dba Junk King Colorado Springs for On-Call Nuisance Abatement Services for Planning and Community Development at a not-to-exceed amount of \$10,000.00 (CON-22-162).

BACKGROUND (including information on budgeted matters)

El Paso County Planning and Community Development (PCD) Code Enforcement Division has the ability to request administrative entry and seizure warrants from the courts in order to abate violations of El Paso County Ordinance Nos. 18-01, 18-02, and 18-03. Once the warrant is granted, PCD has a contract with Junk King Colorado Springs to complete cleanup of the properties within the timeframe specified by the warrant. This amendment and change order is to add additional funds for On-Call Nuisance Abatement through Junk King Colorado Springs as needed.

An Invitation for Bid was advertised on December 6, 2022, and one bid was received on January 11, 2023. After a thorough review, Planning and Community Development recommended an award to Junk King Colorado Springs as the lowest most responsive responsible bidder.

Junk King Colorado Springs is located in Colorado Springs, CO

Backup information for this item is available for review in the Contracts & Procurement Division.

Revenue/Funding Sources:	Weeds and Rubbish Removal
Revenue/Funding Amount:	\$10,000.00
Is there a TABOR Impact:	No
Increase to Original Budget:	No
Net Cost to El Paso County:	\$10,000.00
Total Project Cost:	\$210,000.00

ESTIMATED TIME FOR PRESENTATION

5 minutes/hours

ATTACHMENTS



COMMISSIONERS:
CAMI BREMER (CHAIR)
CARRIE GEITNER (VICE-CHAIR)

HOLLY WILLIAMS
STAN VANDERWERF
LONGINOS GONZALEZ, JR.

EL PASO BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Date: Tuesday, July 23, 2024 Item No. 5.i.2.

To: Board of County Commissioners

From: Amanda Grant, Deputy Director - Financial Services

Agenda Wording: Approval of a Contract Amendment and Change Order to The Vertex Companies, LLC for Engineering and Design Services for the Security Ditch Project for the Public Works Department – Engineering Division at a not-to-exceed amount of \$10,944.00 (CON-23-001).

SUMMARY (including information on budgeted matters)

This item is to request the approval of a Contract Amendment and Change Order to The Vertex Companies, LLC for Engineering and Design Services for the Security Ditch Project for the Public Works Department-Engineering Division at a not-to-exceed amount of \$10,944.00 (CON-23-001).

BACKGROUND (including information on budgeted matters)

El Paso County entered into a Professional Services Agreement with The Vertex Companies, LLC for engineering and design services for the Security Ditch Project on May 2, 2023. The Department of Public Works – Engineering Division is requesting a contract amendment and change order to The Vertex Companies for engineering services during construction. These services shall include reviewing contractor bids, reviewing shop drawings, reviewing and responding to information requests, punch list preparation, document as-builts / revisions, and site visits as requested. This contract amendment and change order will increase the total not-to-exceed amount of the contract by \$10,944.00 for a total contract not-to-exceed amount of \$219,283.50.

A Request for Proposal was advertised on January 12, 2023 and one proposal was received. After a thorough review by the evaluation team, the Department of Public Works – Engineering Division recommended award to The Vertex Companies, LLC.

The Vertex Companies, LLC is located in Denver, CO.

Backup information for this item is available for review in the Contracts & Procurement Division.

Revenue/Funding Sources:	ARPA
Revenue/Funding Amount:	\$10,944.00
Is there a TABOR Impact:	No
Increase to Original Budget:	No
Net Cost to El Paso County:	\$10,944.00
Total Project Cost:	\$219,283.50

ESTIMATED TIME FOR PRESENTATION

5 minutes/hours

ATTACHMENTS



COMMISSIONERS:
CAMI BREMER (CHAIR)
CARRIE GEITNER (VICE-CHAIR)

HOLLY WILLIAMS
STAN VANDERWERF
LONGINOS GONZALEZ, JR.

EL PASO BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Date: Tuesday, July 23, 2024 Item No. 5.i.3.

To: Board of County Commissioners

From: Amanda Grant, Deputy Director - Financial Services

Agenda Wording: Approval of a Contract Amendment and Change Order to Seneca Companies, Inc. for the Akers Fuel Site Upgrades for the Department of Public Works - Fleet Division at a not-to-exceed amount of \$35,486.86 (CON-22-067).

SUMMARY (including information on budgeted matters)

This item is to request the Approval of a Contract Amendment and Change Order to Seneca Companies, Inc. for the Akers Fuel Site Upgrades for the Department of Public Works - Fleet Division at a not-to-exceed amount of \$35,486.86 (CON-22-067).

BACKGROUND (including information on budgeted matters)

On January 10, 2023, El Paso County entered into a Professional Services Agreement with Seneca Companies, Inc. for Akers Fuel Site Upgrades. The Department of Public Works - Fleet Division is requesting a Contract Amendment and Change Order to Seneca Companies, Inc. Under this Amendment and Change Order Seneca Companies, Inc. will extend the concrete from the tank pad to the storm drain area and will complete excavation of the petroleum line which is currently under concrete. This Contract Amendment will add \$35,486.86 to the contract not-to-exceed amount for a total not-to-exceed amount of \$2,554,255.73.

A Request for Proposal was issued on May 11, 2022 for Akers Fuel Site Upgrades. On June 8, 2022 one proposal was received in reference to the Request for Proposal. After a thorough evaluation the Department of Public Works - Fleet Division recommended award to Seneca Companies, Inc.

Seneca Companies, Inc. is located in Denver, CO.

Backup information for this item is available for review in the Contracts & Procurement Division.

Revenue/Funding Sources:	General Fund
Revenue/Funding Amount:	\$35,486.86
Is there a TABOR Impact:	No
Increase to Original Budget:	No
Net Cost to El Paso County:	\$35,486.86
Total Project Cost:	\$2,554,255.73

ESTIMATED TIME FOR PRESENTATION

5 minutes/hours

ATTACHMENTS



COMMISSIONERS:
CAMI BREMER (CHAIR)
CARRIE GEITNER (VICE-CHAIR)

HOLLY WILLIAMS
STAN VANDERWERF
LONGINOS GONZALEZ, JR.

EL PASO BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Date: Tuesday, July 23, 2024 Item No. 6.a.

To: Board of County Commissioners

From: Mark Flutcher, Assessor

Agenda Wording: Assessor's Annual Appeals Report to the Board.

SUMMARY (including information on budgeted matters)

BACKGROUND (including information on budgeted matters)

ESTIMATED TIME FOR PRESENTATION

___ minutes/hours

FINANCIAL IMPLICATIONS

Business Year:	2024	Subject to TABOR? NO
Fund:		
Funding Amount:	\$0.00	
Increase to original adopted Budget	\$0.00	
Net Cost to County:	\$0.00	
Total Project Cost:	\$0.00	
Vendor Information		

ATTACHMENTS

Appeals Summary 2024



EL PASO COUNTY, COLORADO
Office of the County Assessor
Mark Flutcher

ASSESSOR'S 2024 JULY 15 REPORT TO THE CBOE

EL PASO COUNTY SUMMARY ABSTRACT REPORT

Property Type	Real Property Actual Value	Personal Property Actual Value	Real Property Assessed Value	Personal Property Assessed Value
Agricultural	\$ 69,697,158	\$ -	\$ 18,731,620	\$ -
Commercial	\$ 12,091,482,461	\$ 1,727,569,838	\$ 3,474,404,000	\$ 481,991,790
Exempt	\$ 8,036,443,870	\$ 529,942,609	\$ 2,113,960,350	\$ 147,854,810
Industrial	\$ 600,180,014	\$ 422,837,674	\$ 173,000,900	\$ 117,971,740
Natural Resources	\$ 6,694,834	\$ 18,469,016	\$ 1,938,580	\$ 5,152,880
Residential	\$ 132,199,623,130	\$ -	\$ 8,866,436,010	\$ -
Vacant Land	\$ 1,574,907,335	\$ -	\$ 455,027,160	\$ -
Total Values	\$ 154,579,028,802	\$ 2,698,819,137	\$ 15,103,498,620	\$ 752,971,220

SUMMARY OF APPEALS FILED

- 1656 Appeals were filed for 2024.
- 41% were adjusted.
- The Median adjustment amount was \$16,146.
- 45% of all appeals were filed by three companies.
- The top two appellants are out-of-state companies that own rental properties.
- The third largest filer is a development company who appealed a large subdivision, and it should be considered a single appeal issue.