AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Ratification of Chairperson Signature; Subdivision Road Improvements Agreement for Alpine Meadows Subdivision; Alpine Meadows Property Owners Association; 8/19/13

Action Requested: Other ratify BOCC signature

Parties to the Agreement: Gunnison County and Alpine Meadows Property owner's Association

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:
On March 5, 2013 the Board approved entering into an agreement with the Alpine Meadow's POA to chip seal the road within the subdivision. The property owners are willing to pay for the chips and the oil if the County will provide the labor and equipment. The Board approved the request and directed staff to develop an agreement. The agreement was drafted and signed by the president of the POA on 8/19 after oil prices were updated. It was presented for BOCC signatures, work is scheduled this week.

Fiscal Impact: materials will cost the POA approx $3200

Submitted by: M.Crosby **Submitter's Email Address:** mcrosby@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Labor and Equipment usage costs included in the 2013 budget

Reviewed by: Lnienhueser Discharge Date: 8/22/2013

County Attorney Review: (●) Required ( ) Not Required

Comments:

Reviewed by: ATrezise Discharge Date: 8/22/2013 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reviewed by: MBirnie Discharge Date: 8/26/2013

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 9/3/2013 Follow Up Agenda Date: N/A

Revised April 2013

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Gunnison County Legal Instrument # _____

Date of Request:	8/20/2013	**Contractual Deadline:**		**Received in Administration:**
Desired Agenda Date:	9/3/2013	**Amount of Discussion Time Desired:**	Consent Agenda	
Action Requested:	Ratify Board signature on Subdivision Road Improvements Agreement for Alpine Meadows Subdivision.			
Parties to the Agreement:	Gunnison County and Alpine Meadows Property Owner's Association			
Term Begins:	8/19/2013	**Term Ends:**	9/30/2103	**Grant Contract #:**

Summary: On March 5, 2013 the Board approved entering into an agreement with the Alpine Meadows POA to chip seal the road within the subdivision. The property owner's are willing to pay for the chips and the oil if the County will provide the labor and equipment. The Board approved the request and directed staff to develop an agreement. The agreement was drafted and signed by the President of the POA on August 19, 2013 after oil prices were updated. It was presented for BOCC signature as the work is scheduled for this week.

Recommendation:	Ratify signatures		
Fiscal Impact:	Materials will cost POA approximately $32,000.		
Submitted by:	Marlene D. Crosby	**Return To:**	Marlene Crosby

Finance Department Review: ( ) Required (X) Not Required

Comments: _____

Signature _____ Discharge Date _____

County Attorney Review: ( ) Required ( ) Not Required

Comments:

The Agreement was prepared by the County Attorney's office.

Certificate of Insurance Required

Yes ____ No ____ Initials ____

Signature _____ Discharge Date _____

Returned to Administration: **Original Returned:**

County Manager Approval:

Signature _____ Date _____

( ) Consent Agenda ( ) Regular Agenda Time Allotted: _____

Revised January 2011

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM approved 3/5/13

Gunnison County Legal Instrument # _____

Date of Request:	2/27/2013	**Contractual Deadline:**		**Received in Administration:**	
Desired Agenda Date:	3/5/2013	**Amount of Discussion Time Desired:**	15 Minutes		
Action Requested:	Approve or Deny Request by Alpine Meadows HOA for chip seal on CR #71				
Parties to the Agreement:	Gunnison County/Alpine Meadows HOA				
Term Begins:	5/1/2013	**Term Ends:**	12/31/2013	**Grant Contract #:**	

Summary: Over the last 2-3 years we have been having conversations with the Alpine Meadows HOA regarding the hard surfacing of CR #71 within their subdivision and the Slate River Road. We did 1/2 of the Slate River road in 2011- 2012 and will finish the remaining mile in 2013. One of the primary concerns being mitigated by the chip seal is sedimentation in Nicholson Lake. We would have preferred rigid asphalt within the subdivision, but the cost is absolutely prohibitive. The property owners are prepared to pay for the cost of the oil and the chips for a double lift of chip seal if the County will provide the labor and equipment. The cost of materials is estimated to be $33,000 and the labor and equipment is $14,000. The work would be done as an extension of the work scheduled on Slate River Road.

Recommendation: Approve the partnership and request CAO to draft the necessary document.

Fiscal Impact: Alpine Meadows HOA is $33,000/Gunnison County is $14,000

Submitted by: Marlene D. Crosby **Return To:** Marlene Crosby

Finance Department Review: (X) Required (X) Not Required

Comments:

Signature Discharge Date

County Attorney Review: (X) Required ( ) Not Required

Comments:

Certificate of Insurance Required

Yes ____ No ____ Initials ____

Signature Discharge Date

Returned to Administration: **Original Returned:**

County Manager Approval:

Signature Date

( ) Consent Agenda ( ) Regular Agenda Time Allotted: _____

Revised July 2010

SUBDIVISION ROAD IMPROVEMENTS AGREEMENT

FOR ALPINE MEADOWS SUBDIVISION

This Subdivision Road Improvements Agreement for Alpine Meadows Subdivision (herein "Agreement") is entered into this 19 day of August, 2013 by and between the Board of County Commissioners of the County of Gunnison, Colorado whose address is 200 E. Virginia, Gunnison, Colorado 81230 (herein "Gunnison County") and Alpine Meadows Property Owners Association whose address P.O. Box 744, Crested Butte, Colorado 81224 (herein "Alpine Meadows").

I. RECITALS

WHEREAS, it is the desire of Gunnison County and Alpine Meadows to improve the roads contained within Alpine Meadows Subdivision; and

WHEREAS, it is the desire of Gunnison County and Alpine Meadows that the money, manpower, equipment and materials necessary to perform such improvements be defined and their provision be allocated between Gunnison County and Alpine Meadows; and

II. AGREEMENT

NOW THEREFORE, in consideration of the above Recitals and the terms and conditions hereinafter set forth, which are adequate and valuable, the parties agree as follows:

1. Identification and Location of Road.

This Agreement pertains to improvements to that portion of County Road 71 located within Alpine Meadows Subdivision as identified on the plat for Alpine Meadows Subdivision recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on September 9, 1970, bearing Reception No: 281371 (herein "Road").

2. Scope of Work.

Gunnison County shall:

1. Provide the manpower and equipment to chip seal the Road to the satisfaction of Gunnison County; and
2. Provide a double lift chip seal consisting of one lift of 7/8" chips followed by a second lift of 3/4" chips; and
3. Purchase the materials to chip seal the Road.

3. Schedule of Work.

Gunnison County shall apply the chip seal during the week of August 19, 2013 and complete the chip seal no later than September 30, 2013.

4. Consideration.

In consideration of Gunnison County providing the labor and equipment for the chip seal, Alpine Meadows shall reimburse Gunnison County for the full and actual cost of chip seal materials at a cost of $2.75 per gallon of oil and $18.00 per ton of chips.

Alpine Meadows shall reimburse Gunnison County the cost of materials within 30 days of Alpine Meadows receipt of Gunnison County's billing invoice.

5. Default.

Failure of Alpine Meadow to reimburse the cost of materials within 30 days of receipt of Alpine Meadows receipt of Gunnison County's billing invoice shall result in Gunnison County exercising any or all of the following remedies:

A. To specifically enforce the terms and conditions of this Agreement;

B. To collect the cost of materials and interest accrued; and

C. To seek judgment in a court of law in Gunnison County, Colorado;

D. To pursue any further or additional remedies available to Gunnison County at law or in equity.

6. Notices.

Any communications pertaining to this Agreement shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by certified first class U.S. mail, postage prepaid, addressed as follows:

Gunnison County: County Manager
Gunnison County
200 E. Virginia
Gunnison, Colorado 81230

Gunnison Valley Disposal: Alpine Meadows Property Owners Association
PO Box 744
Crested Butte, CO 81224

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

7. Severability.

If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

8. Entire Agreement.

No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

9. Governing Law, Jurisdiction and Venue.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Exclusive jurisdiction and venue for any legal proceedings related to this Agreement shall be in the state District Court governing Gunnison, Colorado.

10. Acknowledgement.

The parties agree and by signature below acknowledge that they have read and understand all provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date set forth above.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____

ATTEST:

_____
Deputy County Clerk

GUNNISON COUNTY SEAL COLORADO

ALPINE MEADOWS PROPERTY
OWNERS ASSOCIATION

By: _____
J.D. Martin, President

STATE OF COLORADO)
)ss.
County of Gunnison)

AUTUMN SHANTI BROWN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20134023175
My Commission Expires April 24, 2017

The above foregoing instrument was acknowledged before me this 18th day of August, 2013 by J.D. Martin, President of Alpine Meadows Property Owners Association.

Witness my hand and seal.
My commission expires: 4/24/17.

Notary Public
Address: