AGENDA

June 19, 2018

BOARD OF COMMISSIONERS
113 N. COURT

BUENA VISTA SCHOOL DISTRICT
BUENA VISTA, COLORADO

PLEASE NOTE: The Agenda times are approximate; items may be discussed before or after the times listed below.

9:00 a.m. Regular meeting of the Board of Commissioners

Pledge of Allegiance

❖ Review public meeting list

❖ Public Comment

A. Contract/Grant Consideration:

B. Consider resolution for the expiration of the Double Helix Minor Subdivision. (Attorney Davis)

C. Review proposed changes for engineering agreement for Brown’s Canyon bridge project, and evaluate project as a whole. (Attorney Mortimer)

D. Consider resolution approving the Homestake Arkansas River Diversion Improvement 1041 Application. (Attorney Davis)

E. Envision Chaffee County Presentation. (Cindy Williams)

F. Consider possible amendments to Ordinance 2006-02 (“An ordinance restricting open fires and open burning in the unincorporated areas of Chaffee County and providing penalties for violation of such ordinance). (Attorney Davis)

G. Consider the following liquor licenses:
   ❖ Riverside Grill renew Hotel & Restaurant License
   ❖ Ponderosa Guest Ranch renew Hotel and Restaurant License

H. Discussion of possible ballot question(s) for November election related to ballot timelines.
Consent Agenda:
  ♦ Pay Bills

Old Business:
  ♦ County Project Status Report
  ♦ Fire Protection Boundary Update
  ♦ Cottonwood FLAP

Potential Road Trip

****The official posting site for the Chaffee County Board of Commissioners meeting agenda’s is at the County Court House.****

It is the policy of Chaffee County that all County sponsored public meetings and events are accessible to people with disabilities. If you need assistance in participating in this meeting or event due to a disability as defined under the ADA, please call the County’s ADA Coordinator at 719-539-3463 or e-mail bvenes@chaffecounty.org at least three (3) business days prior to the scheduled meeting or event to request an accommodation.

From time to time throughout the year, two or more Commissioners may meet to discuss day-to-day oversight of County property and/or supervision of employees. Such meetings are held in accordance with C.R.S. § 24-6-402(2)(f) and, therefore, prior notice may not be posted. No policies, positions, resolutions, rules or regulations are adopted at day-to-day business meetings, nor is any formal action taken. Accordingly, no official minutes of day-to-day business meetings may be kept.
CHAFFEE COUNTY
RESOLUTION 2018-39

RESCINDING RESOLUTION 2017-48
AND RESCINDING APPROVAL OF THE FINAL PLAT
FOR THE DOUBLE HELIX MINOR SUBDIVISION

FINDINGS AND CONCLUSIONS:

A. On August 1, 2017, pursuant to Resolution 2017-48, which was recorded in the Clerk and Recorder’s office under Reception No.436194, the Board of County Commissioners approved Application of Petra Zwingers, approving the final plat for the Double Helix Minor Subdivision, subject to certain conditions. The application re-divided a 25.1 acre lot into four lots. There is an existing house, driveway, well, and on-site water system on lot 3 of the Double Helix Minor Subdivision.

B. The subject property is located at 7626 County Road 253.

C. Resolution 2017-48 required that the following conditions be met prior to filing the final plat:
   1. The existing domestic well on Lot 3 be re-permitted as a non-exempt well operating pursuant to a plan for augmentation.
   2. An augmentation certificate be purchased for Lot 4 and a plat note be added as follows; “No water augmentation has been reserved for either Lot 1 or Lot 2 and water augmentation may not be available in the future. In such case, water will need to be provided by installing a water cistern and hauling in water.”
   3. A plat note be added that no building permits shall be issued for lots 1, 2, or 4 until all required improvement on Double H Lane are completed.
   4. Applicant provide a Road Maintenance Agreement or other means for maintaining the new access road.
   5. Applicant pay the initial $3,000.00 deposit for a fire cistern “fee-in-lieu.”
   6. A plat note be added noting the Colorado Parks & Wildlife suggestions.
   7. A final mylar be delivered to the County within thirty days from the date of this resolution.
   8. The applicant and the Board have agreed to and have approved a subdivision improvements agreement among the applicant and/or the applicant’s successor, as required by Section 1.6 of the LUC.

D. The applicant has not met the above conditions and has indicated she will not be able to meet the requirements in the near future. Because of the applicant’s failure to meet such conditions, the County has never recorded the final plat.

RESOLUTION:

The Board resolves as follows:

1. **Vacation of Prior Approval of Minor Subdivision.** The Board hereby vacates their approval of the Double Helix Minor Subdivision and accordingly revokes Resolution 2017-48 which was recorded at the
2. **Vacation of Final Plat and Resolution.** The Board hereby rescinds Resolution 2017-48 which was recorded at the Clerk and Recorder’s office under Reception No. 365720 and vacates the Final Plat of The Ridge Minor Subdivision.

3. **Legal Description.** The legal description for this property hereby reverts back to: [INSERT LEGAL DESCRIPTION].

4. **Effective Date.** This Resolution shall be in full force and effect immediately upon adoption by the Board.

   ADOPTED AND APPROVED by the Chaffee County Board of County Commissioners on June 19, 2018.

   BOARD OF COUNTY COMMISSIONERS

   [Acting] Chairman

   The vote on the above Resolution was as follows:

   Commissioner Dave Potts

   Commissioner Keith Baker

   Commissioner Greg Felt

   STATE OF COLORADO, CHAFFEE COUNTY

   ATTEST:

   The above is a true and correct record of Resolution 2018-39 duly adopted by the Chaffee County Board of County Commissioners by a _________ vote at a regular meeting, properly noticed and held on June 19, 2018.

   ________________________________
   Chaffee County Clerk
DESIGN SERVICES CONTRACT

THIS CONTRACT is made and entered into as of April 30, 2018, and is by and between Martin/Martin, Inc. a Colorado corporation ("Contractor") and the Board of County Commissioners of Chaffee County ("County").

BACKGROUND:

A. County desires that Contractor perform design services in connection with a project to develop Construction Documents for the restoration, rehabilitation, and preservation of Brown's Canyon Bridge in Chaffee County, Colorado.

B. Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Contract.

CONTRACT:

In consideration of the mutual promises and covenants specified below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Statement of Work. The services that are the subject of this Contract include the Architectural and Engineering Services specified in the underlying grant contract with History Colorado (Project #2015-M2-010) (add grant amendment number, 2016-06312); the SOQ and grant application, other specifications and plans prepared by Contractor, and the Statement of Work attached as Exhibit A (such services are collectively referred to as the "Project"). Such plans and specifications are specifically incorporated as a part of this Contract and are referred to in the Contract as the "Project Documents." Contractor shall procure the materials, equipment and/or products necessary for the Project and shall diligently provide all services, labor, personnel and materials necessary to perform the Project.

2. Performance Standards. Contractor shall faithfully perform the work in accordance with the standards of professional care, skill, training, diligence and judgment provided by highly competent contract professionals performing services of a similar nature to those described in this Contract. Contractor shall further be responsible for the timely completion, and acknowledges that a failure to comply with the plans and specifications within the time limits prescribed by County may result in County's decision to withhold payment or to terminate this Contract. Contractor shall be responsible for the technical accuracy of its services, data and documents resulting therefrom and County shall not be responsible for discovering deficiencies therein. Contractor shall correct such deficiencies without additional compensation, except to the extent that such action is directly attributable to deficiencies in County-furnished information that is not verifiable through outside sources.
3. **Independent Contractor.** Contractor is an independent contractor and is responsible for all taxes (including employment taxes) and insurance applicable under existing laws with respect to the fees paid under this Contract. Contractor shall not have authority to bind the County in any contract or agreement. Contractor will not participate in any retirement, bonus, welfare or benefit plans of County. Contractor acknowledges that it is not entitled to unemployment insurance benefits or workers’ compensation benefits from Chaffee County, its elected officials, agents, or any program administered or funded by Chaffee County. Contractor shall be entitled to unemployment insurance or workers’ compensation insurance only if unemployment compensation coverage or workers’ compensation coverage is provided by Contractor, or some other entity that is not a party to this Contract.

4. **Time of Commencement and Completion.** Services under this Contract will begin no later than within fifteen calendar days after the date of receipt of the Notice to Proceed issued by County and shall be completed by September 30, 2015. The Completion Date may, at County’s sole discretion, be extended if approved by County in writing.

5. **Compensation.**

   a. County shall pay and Contractor shall receive the contract price not to exceed $33,597, as set forth in Exhibit A and incorporated herein by this reference, as FULL compensation for everything furnished and done by Contractor under this Contract, including all loss or damage arising out of the work or from the action of the elements; for any unforeseen obstruction or difficulty encountered in the prosecution of the work, including increased prices for or shortages of materials for any reason, including natural disasters; for all risks of every description associated with the work; for all expenses incurred due to the suspension or discontinuation of the work; and for well and faithfully completing the work as provided in this Contract.

   b. County shall pay Contractor an amount equal to the cumulative hours charged to the Project for each applicable billing class for all services performed on the Project and specified in the Contract Documents. Contractor’s standard hourly rates are set forth in the Contract Documents.

   c. Pursuant to C.R.S. § 24-91-103.6(2), County has appropriated sufficient funds to complete the Project as set forth in Exhibit A.

   d. Contractor acknowledges that the fees under this Agreement are funded partially by a grant. County reserves the right to discontinue, modify or withhold any payments to be made under this Agreement or to require a total or partial refund of any fees due under this Agreement if the County determines that the grant funds are no longer available to the County, for whatever reason. **All work will be paid up to time of termination.**
e. All billings from Contractor shall comply with the State of Colorado's standardized billing format and will be submitted to the County monthly. County shall review invoices submitted by Contractor within 10 working days of receipt, and shall promptly either approve said invoices or notify Contractor of any disputed items. Approval of invoices by the County shall not be unreasonably withheld. County shall pay approved invoices within 30 days of receipt of Contractor's invoice. Contractor's percentage of cumulative amount billed to the estimated total compensation shall not significantly exceed the estimated percentage of work complete.

6. Expenses. Except as specifically set forth in the Contract Documents, Contractor is responsible for Contractor's expenses and overhead, including without limitation, travel, insurance, material and equipment expenses, and expenses in connection with furthering Contractor's skills or membership in professional societies and organizations.

7. Liability for Damages.

a. County, its officers, agents or employees, shall not in any manner be answerable or responsible for any loss or damage to the work or to any part of the work; for any loss or damage to any materials, building, equipment or other property that may be used or employed in the work, or placed on the worksite during the progress of the work; for any injury done or damages or compensation required to be paid under any present or future law, to any person, whether an employee of Contractor or otherwise; or for any damage to any property occurring during or resulting from the work.

b. Contractor shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations, or omissions of Contractor, its employees, agents, representatives or other persons acting under Contractor's direction or control in performing or failing to perform the work under this Contract. Contractor will defend, indemnify and hold harmless County, its elected and appointed officials, employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including but not limited to attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of Contractor, its employees, agents or representatives, or other persons acting under Contractor's direction or control. In addition, the parties reserve the right to bring tort claims in the event of the discovery of an intentional fraud committed during contract performance. Nothing in this indemnification agreement shall be construed in any way to be a waiver of County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended and as may be amended from time to time.
8. **Insurance.** Contractor shall not commence work under this Contract until Contractor has obtained all insurance required under this section and the insurance has been approved by the County Administrator or his designee. Similarly, Contractor shall not allow any approved subcontractor to commence work on his or her subcontract until all similar insurance required of subcontractor has been so obtained and approved. County shall be named as additional insureds on all insurance policies required under this Contract. The “additional insured” wording shall be as follows: County of Chaffee, State of Colorado, a body corporate and politic, is named as Additional Insured. All insurance policies must be written in a manner consistent with the requirements of the Standard Form Contract. Contractor shall furnish County prior to the commencement of work under this Contract and annually thereafter copies of company-issued Certificates of Insurance policies obtained by Contractor in compliance with this paragraph demonstrating that the insurance requirements have been met, and Contractor shall ensure that County is notified in writing and at least thirty days in advance of any amendment or cancellation of such policy or policies. These Certificates of Insurance shall also contain a valid provision or endorsement that these policies may not be canceled, terminated, changed or modified without thirty days written notice to the County. The following insurance shall be required:

   a. **Commercial General Liability Insurance:** At a minimum, combined single limits of $1,000,000 per occurrence and $2,000,000 for general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at $1,000,000 per occurrence and $50,000 any one fire.

   b. **Automobile Liability.** Minimum limits are required to be $1,000,000.00 for each occurrence. Coverage must include:
      i. All vehicles owned, non-owned, and hired to be used on the Contract;
      ii. Medical Payments.

   c. **Workers’ Compensation and Employer’s Liability:** Workers’ compensation insurance for all of Contractor’s employees engaged in work at the site of the Project including occupational disease coverage in accordance with scope and limits as required by the State of Colorado.

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

10. **Work Ownership.** This is a “work for hire” labor arrangement. All ideas, materials, products, and work prepared by, and discoveries made by Contractor in fulfillment of this
Contract belong exclusively to County. Upon termination of this Contract, all ideas, materials, products, work, and discoveries in Contractor's possession that relate to the arrangement will be delivered to County within two weeks of termination along with written certification of same. Upon termination, Contractor will assign to County all rights to ideas, materials, products, and work prepared by, and discoveries made by, Contractor under this Contract.

11. Prohibition Against Discrimination.

a. Contractor shall not discriminate because of race, color, religion, sex, age, national origin, marital status, disability or status as a Vietnam veteran, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment-related activities concerning Contractor's employees. In addition, Contractor affirms that it is an equal opportunity and affirmative action employer, and that it shall comply with all applicable federal, state, and local laws and regulations including, but not limited to, the letter and spirit of the Colorado Anti-Discrimination Act, executive order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1976; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans With Disabilities Act, the Colorado Anti-Discrimination Act; and any additions or amendments thereto. The Equal Opportunity Clauses set forth in 41 CFR § 60-1.4 and 41 CFR § 60-741.5 are hereby incorporated by reference into this Contract.

b. No contractor, subcontractor or any person on behalf of such contractor or subcontractor, shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, color, religion, sex, sexual preference, or national origin. For each person who is discriminated against or intimidated in violation of the provisions of this Contract, there may be deducted from the amount payable to Contractor by County under this contract a penalty of $100.00 for each calendar day during which discrimination or intimidation occurred. This Contract may be canceled or terminated by County, and all monies due or to become due under this Contract may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of this contract. The deduction of any moneys or termination of Contract under this section shall not operate as a bar to any person pursuing individual legal remedies for discrimination.

c. In all solicitations by Contractor for any work related to this Contract to be performed under a subcontract, either by competitive bidding or negotiation, Contractor shall notify each potential subcontractor of Contractor's obligations under this Contract,
and of all pertinent regulations relative to nondiscrimination and unfair employment practices.

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

13. Certificates and Permits. Contractor shall secure at Contractor's own expense all necessary certificates, licenses and permits required in connection with the work contemplated by this Contract or any part of this Contract, and shall give all notices required by law, ordinance or regulation. Contractor shall pay all fees and charges incident to the due and lawful prosecution of the work contemplated by this Contract and any extra work performed by Contractor.


a. Contractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement; or enter into a contract with a subcontractor who fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

b. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or Department Program.

c. Contractor shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while the Agreement is in effect.

d. If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor shall be required to:

i. notify the subcontractor and County within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien ("Notice"); and
ii. terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

e. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.

f. If Contractor violates this Paragraph, County may terminate this Contract for breach of contract. If this Contract is so terminated, Contractor shall be liable for actual and consequential damages to County arising out of said violation.

15. Certification Regarding Employing or Contracting with an Illegal Alien. If Contractor has any employees or subcontractors, Contractor shall comply with §8-17.5-101 C.R.S., et seq., regarding Illegal Aliens - Public Contracts for Services, and this Agreement. By execution of this Agreement/Addendum, Contractor certifies that it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Contractor will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under the Agreement.

16. Prohibition on Acceptance of Gifts. Pursuant to Section 3 of Art. XXIX of the Constitution of the State of Colorado, County Employees or contractors cannot accept any gifts, meals, theatre or sporting event tickets unless:

   a. the aggregate value of things received from a single source does not exceed $59/calendar year; or
   b. the County employee/elected official gave the donor consideration of equal or greater value; or
   c. an enumerated exception applies.

17. Termination. County may, at its sole discretion, terminate this Contract without liability in the event that Contractor fails to provide the Certificates of Insurance required by Paragraph 8 or otherwise fails to meet the conditions precedent to issuance of the Notice to Proceed set forth in Paragraph 9 above. County may also, at its sole discretion, on one week’s notice to Contractor, terminate this Contract without liability before the completion date, and without prejudice to any other remedy County may have, when Contractor defaults in the performance of any provision, or fails to carry out the construction of the Project in accordance with the provisions of this Contract.
18. **Remedies.** Upon termination, County's sole liability to Contractor shall be to pay compensation with respect to the work which has been completed, and County shall have the entire right, title and interest in and to such Work. If County terminates this Contract because Contractor has materially breached this Contract, and Contractor fails to remedy such breach within ten days of receipt of written notice of such breach, in addition to other damages which may be due County, Contractor will refund to County within fifteen days of such notice all compensation paid pursuant to this Contract. A material breach of this Contract shall include the failure by Contractor to perform the work, within the applicable time frames, set forth in the plans and specifications referred to in Paragraph 1. In addition, County shall have all rights and remedies available at law or equity.

19. **Change Orders.** Increases to the contract price on account of changes in the work (change orders) are prohibited unless approved in writing by County, with payment of such increase guaranteed by County. Pursuant to Colorado Revised Statutes § 24-91-103.6, as amended, County has, prior to execution of this Contract, made appropriations of $8,688.00 (25% cash match) in total for the Project. No change order or modification increasing the contract price beyond such amount shall be issued unless County provides Contractor with written assurance that lawful appropriations to cover the costs of additional work have been made. Contractor acknowledges that any work it performs beyond that specifically authorized by County is performed at Contractor's risk and without authorization under this Contract. County shall not be liable for the payment of taxes, late charges or penalties of any nature other than the compensation stated herein.

20. **Tax Exemption.** Contractor acknowledges and understands that all materials, products and supplies used or consumed on the Project are exempt from state and local sales and use taxes and that such sales and use taxes shall not be included in any applications for payment. Contractor further acknowledges receipt of the County's tax exempt number for itself and all subcontractors and material suppliers associated with the Project.

21. **Examination of Records.** Any duly authorized representative of County, including the County Auditor, shall have access to and the right to examine and audit any books, documents, papers and records of Contractor, involving all matters and/or transactions related to this Contract or the Project. Contractor shall to maintain these documents for seven years from the date of the last payment received.

22. **Constitutional Requirements.** The other provisions of this Contract notwithstanding, financial obligations of County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. County are prohibited by law from making financial commitments beyond the term of its current fiscal year. County has contracted for goods and/or services under this Contract and have reason to believe that sufficient funds will be available for the full term of the Contract. Where, however, for reasons beyond the control of County as the funding entity, funds are not
allocated for any fiscal period beyond the one in which this Contract is entered into, County shall have the right to terminate this Contract by providing seven days written notice to Contractor, and will be released from any and all obligations hereunder. If County terminates the Contract for this reason, County and Contractor shall be released from all obligations to perform the Project and make payments, except that County shall be required to make payment for work which has been performed by Contractor prior to the effective date of termination under this provision; and, conversely, Contractor shall be required to complete any work for which County has made payment prior to providing written notice to Contractor of the termination.

23. **Governing Law and Jurisdiction.** The interpretation and performance of this Contract shall be construed under the laws of Colorado, without regard to choice of law principles. In the event of litigation, jurisdiction and venue shall be in the Chaffee County District Court.

24. **Successors and Assigns; Assignment; Subcontractors.** The rights and obligations of County under this Contract will inure to the benefit of and will be binding upon the successors and assigns of County. Contractor may not subcontract, pledge, assign or transfer either this Contract or any of the payments or benefits under this Contract without the written consent of County.

25. **Amendment.** This Contract shall not be amended, except by subsequent written Contract of the parties.

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

27. **Statutory and Regulatory Requirements.** This Contract is subject to all statutory and regulatory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally. Without limiting the scope of this provision, the Contract is specifically subject to the following:

   a. Contract payments may be withheld pursuant to C.R.S. § 38-26-107 if the County receives a verified statement that Contractor has not paid amounts due to any person who has supplied labor or materials for the Project.

   b. The Colorado Department of Transportation "Standard Specifications for Road and Bridge Construction" and the Colorado Department of Transportation Standard Plans "M & S Standards" establish the requirements for all work performed by Contractor under this Agreement and Contractor shall meet or exceed all standards set by these publications. A failure to meet the standards set by these publications may result in withholding by County of some or all of the Compensation.
c. Consultant shall comply with all requirements of 23 CFR Part 172 and 23 CFR 172.5 and with any procedures implementing those requirements as provided by the State of Colorado (the “State”).

d. The design work under this Contract shall be compatible with the requirements of the contract between the County and History Colorado (which is incorporated herein by this reference) for the design/construction of the Project. History Colorado is an intended third-party beneficiary of this Contract for that purpose.

e. Upon advertisement of the project work for construction, Contractor shall make available services as requested by History Colorado to assist in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project.

f. Contractor shall review the Construction Contractor’s shop drawings for conformance with the contract documents and compliance with the provisions of the State of Colorado’s publication, Standard Specifications for Road and Bridge Construction, in connection with this work.

g. The State, in its sole discretion, may review construction plans, special provisions and estimates and may require the County to make such changes therein as the State determines necessary to comply with State and FHWA requirements.

28. Priority of Provisions. In the event that any terms of this Agreement and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:

1st: This Agreement unless otherwise provided for in a subsequent agreement
2nd: Request for Proposal (if applicable)
3rd: Insurance Requirements
4th: Exhibit A - Scope of Services and details of Contractor’s Fees
5th: Response to Request for Proposal (if applicable)

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

30. Survival. All express representations, indemnifications or limitations of liability included in this Contract will survive its completion or termination for any reason.

31. Waiver. Any waiver of a breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.
32. **Third Party Beneficiary.** The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to County and Contractor, and nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person, except the State of Colorado. It is the express intent of the parties to this Contract that any person receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

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

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

The parties hereto have executed duplicate originals of this Contract on the day and year first written above.

**Contractor:**

By: ____________________________
Print Name: ______________________
Title: ____________________________
Federal ID#: ______________________
Notice Address: ___________________
Fax: ____________________________

**Board of Commissioners of Chaffee County:**

By: ____________________________
Print Name: Dave Potts
Title: Chairman
Notice Address: Attention: County Attorney
P.O. Box 699
Salida, Colorado 81201
Fax: 719.539.7442
EXHIBIT A

SCOPE OF SERVICES AND COMPENSATION

Services were determined from previous site visits, conversations with Estella Cole (State Historical Fund) and Melanie Roth (Chaffee County Heritage Area Advisory Board), subsequent draft report comments from Anne McCleave (History Colorado) and conversations with Jon Roorda (Chaffee County), as well as Scope of Work and Project Budget documents developed by Martin/Martin Inc. for application with the History Colorado.

BASIC SERVICES

Data Collection and Review Phase —

- **Site Visit/Data Collection**
  Martin/Martin will conduct a field re-evaluation of the Brown’s Canyon Bridge to confirm information necessary in providing rehabilitation design, specifications, and details. Reports and existing documents will be reviewed in order to compile necessary information needed for the project.

- **Design Development**
  After revisiting the site, Martin/Martin along with Chaffee County and the History Colorado will confirm the appropriate level of repair/rehabilitation for the deteriorated components of the bridge. This will include the design and detailing of repairs for the bridge railing, deck, exterior girders, and pier. The previously provided Condition Assessment and Repair Recommendations draft report dated October 2015 will be updated to reflect History Colorado and Chaffee County comments. An Engineer’s Opinion of Probable Cost (EOPC) will be developed for the bridge rehabilitation items.

- **Hydraulic Study/404 Permitting**
  Martin/Martin will aid Chaffee County in filling out an application for the Nationwide 404 permit if required. Existing hydraulic and scour study information will be used for determination of rehabilitation details for the bridge pier.

Construction Documents Phase —

- **Preparation of Construction Documents**
  Construction documents (drawings) will be completed for the specified rehabilitation items listed above. Drawings will be completed in Colorado Department of Transportation (CDOT) format using AutoCAD. The EOPC document will be updated to reflect the completed construction documents.

- **Specifications**
  CDOT format specifications will be completed for the specified rehabilitation items listed above.

Final Submittal —

- **Final Revisions and Plan Submittal**
  After Chaffee County and History Colorado has completed their review of the construction documents (drawings) and specifications Martin/Martin will complete final revisions. The final construction plans and specifications will then be submitted for Chaffee County purposes in pursuing additional funding.
EXHIBIT A

ADDITIONAL SERVICES

- Services in connection with change in governmental requirements instituted after the date of this Agreement.
- Additional in-depth investigations (such as materials testing, load testing, etc.).
- Engineering services incidental to project scope changes beyond Martin/Martin’s control.
- Making revisions to drawings, specifications, or other documents when such revisions are inconsistent with prior approvals or instructions.
- Verifying the accuracy of information furnished by others.
- Providing field topographic surveys.

COMPENSATION

All services will be provided on an hourly basis, at the rates and charges listed below, not to exceed a total fee as follows:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Rate</th>
<th>Total Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Data Collection and Review Phase</td>
<td>$10,481</td>
<td></td>
</tr>
<tr>
<td>Construction Documents Phase</td>
<td>$19,191</td>
<td></td>
</tr>
<tr>
<td>Final Submittal</td>
<td>$3,678</td>
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</tr>
<tr>
<td>Reimbursables (Travel, Per Diem, Plotting and Postage)</td>
<td>$247</td>
<td></td>
</tr>
<tr>
<td><strong>Total Fee</strong></td>
<td><strong>$33,597</strong></td>
<td></td>
</tr>
</tbody>
</table>

If requested, “Additional Services” will be provided on an hourly basis following the rates and charges listed below:

LABOR RATE

- Principal ........................................... $185 per hour
- Associate ........................................... $160 per hour
- Senior Project Engineer ....................... $150 per hour
- Project Engineer .................................. $130 per hour
- Professional Engineer ............................ $120 per hour
- Engineer EIT II ................................... $110 per hour
- Engineer EIT I .................................... $95 per hour
- Senior Designer ................................... $130 per hour
- Designer ............................................ $110 per hour
- Sr. CAD Operator/Technician I .................. $100 per hour
- Project CAD Operator ............................. $85 per hour
- CAD Operator ...................................... $80 per hour
- Survey Manager ................................... $160 per hour
- Survey Crew (2-Man) ............................... $190 per hour
- Survey Crew (1-Man) ............................... $125 per hour
- Survey Technician I ............................... $80 per hour
- Professional Land Surveyor ..................... $120 per hour
- Construction Services Representative ........ $100 per hour
- Administrative Assistant ...................... $70 per hour
- Engineering Intern ................................ $65 per hour

Billing rates are subject to periodic review each year.

REIMBURSABLE EXPENSES

Non-Labor expenses are included in the fee.
CHAFFEE COUNTY, COLORADO  
RESOLUTION NO. 2018-40  

A RESOLUTION GRANTING A PERMIT TO CONDUCT AN ACTIVITY OF STATE INTEREST IN AN AREA OF STATE INTEREST (“1041 PERMIT”), WITH CONDITIONS, FOR HOMESTAKE WATER PROJECT’S ARKANSAS RIVER DIVERSION IMPROVEMENTS PROJECT

BACKGROUND INFORMATION:

A. The Board of County Commissioners of Chaffee County, Colorado, pursuant to C.R.S. § 24-65.1-101 et seq., has designated municipal and industrial water projects to be matters of state interest.

B. The Board of County Commissioners pursuant to C.R.S. § 24-65.1-101 et seq. has designated development in areas containing or having a significant impact upon natural resources to be a matter of state interest.

C. The Board of County Commissioners has adopted guidelines for the administration and regulation of these designated matters of state interest, known as Guidelines and Regulations for Areas and Activities of State Interest (“County 1041 Regulations”).

D. The County 1041 Regulations designates the Chaffee County Board of County Commissioners to be the “Permit Authority” responsible for granting or denying permit applications.

E. Colorado Springs Utilities (“Permittee”) has applied for a 1041 Permit for its Arkansas River Diversion Improvements Project (the “Project”). The application involves the rehabilitation of an existing diversion, including a new intake structure, spillway channel, fishway and boater channel and constitutes a municipal water project located within an area containing natural resources of statewide importance.

F. The application for the Project (“Application”) was deemed administratively complete, including submittal of application fee and form on May 8, 2018 and amended with additional submittals throughout the course of the permit review.

G. The Permit Authority held a public hearing on June 12, 2018 in Salida, Colorado to consider the application, at which time the Permit Authority considered testimony, began deliberations and voted unanimously to approve the 1041 Permit subject to conditions, and directed the County Attorney to prepare a resolution outlining the Permit Authority’s findings and conditions for consideration at the June 19, 2018 meeting.

H. All applicable notice and public hearing requirements have been satisfied.
RESOLUTION AND FINDINGS:

The Permit Authority resolves as follows:

Section 1. **Definitions.** The following words and terms shall be defined as follows:

1.1 “Application” means the application for the Project.

1.2 “Effective Date” means thirty-five days from the date of adoption of this Resolution by the Permit Authority or after any appeal of the Permit Authority's decision has been finally resolved in the appropriate court of law, whichever is later.

1.3 “Permittee” means Colorado Springs Utilities.

1.4 “Project” means Homestake Water Project’s Arkansas River Diversion Improvements Project as presented by the Permittee.

1.5 “Resolution” means Chaffee County, Colorado Resolution No. 2018-40.

Section 2. **Findings.** The Permit Authority finds as follows:

2.1 Presuming the Permittee obtains all permits required Section 2-203(4), including all required federal, state and local permits, the Permittee has satisfactorily demonstrated that the Application, including all mitigation measures proposed by the Permittee, complies with all of the applicable criteria set forth in the County 1041 Regulations.

2.2 The Permittee has yet to submit the following permits and approvals:

   a. US Army Corps of Engineers Clean Water Act Section 404 Permit;
   b. Chaffee County Commercial Building Permit;
   c. Colorado Department of Health and Environment Construction Air Pollution Emission Permit;
   d. Colorado Department of Health and Environment construction dewatering permit;
   e. Colorado Department of Health and Environment construction stormwater general permit;
   f. US Fish and Wildlife Service migratory bird treatment act permit.

2.3 The conditions set forth in Section 4 of this Resolution should enable the Permittee to comply with the requirement of obtaining certain federal, state and local permits, as noted in sub-sections 2.1 and 2.2, above.

2.4 All applicable notice and hearing requirements have been satisfied.

Section 3. **1041 Permit.** This Resolution shall constitute the 1041 Permit (“Permit”) for the Project.
Section 4. Permit Approval and Conditions. The Permit Authority hereby approves the Permit, with the following conditions:

4.1. Scope of Permit.

a. This Permit is limited to the Project as described in the permit application by Permittee, as amended during the public hearing process orally or in writing, and as approved hereunder. The Permit conditions shall include all agreements and representations of Permittee made in the application and during the public hearing process. Permittee shall notify the County of any proposed change to the Project construction, features or Project operations, and the County shall determine whether a permit amendment should be required to ensure that the changes will not violate any standards in the County 1041 Regulations or conditions of this Permit.

b. If any court of law sets aside or invalidates any condition in this Permit, the Project shall cease immediately unless and until a Permit Amendment has been granted by the Permit Authority.

c. If the County determines that any material representation made by Permittee in the permit application or during the public hearing process is false or deliberately misleading, the County may pursue an enforcement action for violation of this Permit.

4.2. Dispute Resolution. If a dispute arises pertaining to matters covered by this Permit other than an alleged violation of this Permit, Permittee and the County Attorney shall first meet to attempt to resolve the dispute. If the dispute cannot be satisfactorily resolved, Permittee and the County will submit the dispute to non-binding mediation before filing a complaint in any court of law.

4.3. Term of Permit. This Permit shall be in effect from the Effective Date and through the life of the Project, so long as Permittee is in compliance with this Permit.

4.4. Commencement of Project. If the County determines that Permittee fails to take substantial steps to commence the Project within three years from the Effective Date, the Permit may be revoked or suspended by the Permit Authority following notice and public hearing. The Permit Authority may, in its discretion, extend the time period to begin development upon written request by Permittee, following a public hearing.

4.5. Transfer of Permit. This Permit may be transferred to another party only with the written consent of the Permit Authority. A proposed transferee shall demonstrate that it can and will comply with all the requirements, terms and condition contained in the Permit.
4.6. **Permit Violation.** Failure to comply with any portion of this Permit is a violation of the County 1041 Regulations and is subject to the enforcement provisions therein and/or any other relief that may be provided in these conditions.

4.7. **Compliance with Other Permits.** This Permit is contingent upon Permittee’s obtaining and compliance with all other County, State and Federal permits and approvals required for this Project, including but not limited to the permits referred to in Section 2.3 above. This Permit shall not constitute an exemption from Chaffee County zoning, building, health or other applicable regulations and codes.

4.8. **Revegetation Monitoring and Plan.** Within 30 days of the Effective Date, Permittee shall meet with the Chaffee County Weed Manager, Natural Resources Conservation Service representative and the Division of Wildlife Area Wildlife Manager to obtain further recommendations in order to establish revegetation. Whether revegetated areas are acceptable shall be determined by the Chaffee County Weed Manager.

4.9. **Owners Representative.** The Owner’s Representative named in the application shall serve as a liaison for the County and property owners and neighbors impacted by the Project and shall remain available throughout the Project.

**Section 5. Implementation of Resolution.** This Resolution shall be in full force and effect immediately upon its approval.

ADOPTED AND APPROVED on June 19, 2018

BOARD OF COUNTY COMMISSIONERS

[Acting] Chairman

The vote on the above Resolution was as follows:

Commissioner Dave Potts

Commissioner Keith Baker

Commissioner Greg Felt
STATE OF COLORADO, CHAFFEE COUNTY
ATTEST:

The above is a true and correct record of Resolution 2018-__ duly adopted by the Chaffee County Board of County Commissioners by a __________ vote at a regular meeting, properly noticed and held on June 19, 2018.

______________________________
Chaffee County Clerk
CHAFFEE COUNTY
ORDINANCE NO. 2006-02

TITLE: AN ORDINANCE RestrictING OPEN FIRES AND OPEN BURNING IN THE UNINCORPORATED AREAS OF CHAFFEE COUNTY AND PROVIDING PENALTIES FOR VIOLATION OF SUCH ORDINANCE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF CHAFFEE COUNTY COLORADO:

WHEREAS, the Board of County Commissioners of Chaffee County (the “Board”), pursuant to Sections 30-11-107(l)(a) and 30-15-401, et. seq. C.R.S., has the general enabling power to adopt ordinances, resolutions, rules and other regulations as may be necessary for the control or licensing of those matters of purely local concern, and to do all acts which may be necessary or expedient to promote the health, safety, and welfare of the citizens of Chaffee County; and

WHEREAS, pursuant to Section 30-15-401(l)(n.5) C.R.S., the Board has specific authority to adopt an ordinance banning open fires to a degree and in a manner that the Board deems necessary to reduce the dangers of wildfires within those portions of the unincorporated areas of the County where danger of forest or grass fires is found to be high; and

WHEREAS, pursuant to Section 30-15-201 C.R.S., persons who leave campfires unattended and fail to totally extinguish such fires before breaking or leaving camp are subject to a fifty dollar fine; and

WHEREAS, Section 30-15-405 C.R.S., provides that except for ordinances calling for special elections or necessary to the immediate preservation of the public health or safety and containing the reasons making the same necessary, such ordinances shall not take effect and be in force before thirty days after they have been so published; however, an excepted ordinance shall take effect upon adoption; and

WHEREAS, the Sheriff of Chaffee County (Sheriff) is authorized under the provisions of Section 30-10-512 and 30-10-513 C.R.S., to act as fire warden of the County in case of prairie or forest fires, and to assume charge or assist other governmental authorities in controlling or extinguishing forest or prairie fires; and

WHEREAS, the Sheriff has appointed a Deputy Fire Warden to act on his behalf in matters relating to fire prevention and fire control in Chaffee County; and

WHEREAS, open fires and open burning can be a prime cause of forest and prairie fire in Chaffee County; and

WHEREAS, the Sheriff, by and through the Deputy Fire Warden, has advised the Board that atmospheric conditions, including lack of moisture, and other local conditions create a high danger of forest and prairie fires in Chaffee County, thereby making open fires and open burning within the unincorporated areas of Chaffee County hazardous; and

WHEREAS, the Sheriff, through the Deputy Fire Warden, monitors fire weather conditions and fire danger ratings; and
WHEREAS, fire danger ratings and restrictions need to be coordinated among the various wildland fire agencies within the County and surrounding Counties; and

WHEREAS, objective criteria has been developed among cooperating counties, state and federal Forest Service and other wildland fire agencies; and

WHEREAS, changing conditions require that fire restrictions need to be implemented and/or released in a timely manner;

WHEREAS, the Colorado State Forest Service and the United States Forest Service have, at times, requested restrictions be placed on open burning in unincorporated areas of Chaffee; and

WHEREAS, the Board finds that competent evidence has been presented indicating that the danger of forest and prairie fires in Chaffee County is periodically high, and therefore it is necessary to the preservation of the public health, safety, and welfare of the citizens of Chaffee County to impose a restriction on all open fires and open burning within the unincorporated areas of Chaffee County;

Section 1. Repeal and Re-Enactment. The Board of County Commissioners hereby repeals Ordinance No. 1996-1, as amended by Ordinance No. 2002-1 and re-enacts said ordinance as indicated below.

Section 2. Title. This ordinance shall be known and referred to as the "Chaffee County Open Fire and Open Burning Restriction Ordinance," and may be cited and referenced as such.

Section 3. Purpose. The purpose of this Ordinance is to preserve and protect the public health, safety, and welfare of the citizens of Chaffee County, Colorado, by restricting open fires and open burning in the unincorporated areas of Chaffee County in order to prevent forest and prairie fires given the high danger of such fires as a result of atmospheric conditions, including lack of moisture, and other local conditions in Chaffee County.

Section 4. Authority. This Ordinance is authorized by, inter alia, generally, part 1 of article 11 of title 30, and part 4 of article 15 of title 30, and specifically, part 4 of article 15 of title 30 at section 401(l)(n.5), C.R.S.

Section 5. Interpretation. This Ordinance shall be so interpreted and construed as to effectuate its general purpose to preserve and protect the public health, safety, and welfare of the citizens of Chaffee County, Colorado, by restricting open fires and open burning in the unincorporated areas of Chaffee County in order to prevent forest and prairie fires given the high danger of such fires in Chaffee County. Section headings and any cross references, if any, of this Ordinance shall not be deemed to govern, limit, modify or affect in any manner the scope, meaning or extent of the provisions of this Ordinance or any section thereof.

Section 6. Application. This Ordinance shall apply throughout the unincorporated areas of Chaffee County, including public, private, state, and applicable federal lands.

Section 7. Definitions.

7.1 Open Fires: For purposes of this Ordinance, open fires shall be defined as any outdoor fire or burn, including, but not limited to, campfires, warming fires, charcoal fires, any type of charcoal-fueled broilers or bar-b-que grills, fires in wood-burning stoves, and the prescribed
burning of fence lines or rows, ditches, fields, farmlands, rangelands, wildlands, slash piles, trash, and debris.

- Campfire and Warming Fires are fires within a ring or fire grate, no greater than three feet in diameter.
- Small Open Fires are Open Fires smaller than ten feet in diameter and no more than three feet in height.
- Large Open Fires are Open Fires at least ten feet in diameter or greater than three feet in height, or both.

7.2 Fire Restriction Evaluation Guidelines: That set of evaluation criteria currently in use by local federal, state and local fire suppression/management agencies for monitoring fuel moistures, fire danger class, current impacts on suppression resources, current fire cause types, fire weather forecasts, and other indicators of predicted fire danger.

7.3 No Burn Days: No Burn Days are days which no Open Fires are allowed, including all exempted fires.

7.4 Stage I Restrictions: Forbid building, maintaining or attending any Open Fire within Chaffee County. The following are exempt from Stage I fire restrictions and excluded from a Stage I ban:

- Campfires, warming fires and charcoal fires within a permanent constructed fire grate in a developed public campground or picnic ground or permanent constructed fire grate or fire ring in a commercial campground or on private property.
- LP gas or liquid fueled stoves and appliances which allow the operator to turn the flame on and off.
- Fireplaces within enclosed buildings which are equipped with adequate spark arresting screens on the flue.
- Charcoal grill fires at private residences.

All permitted fires must be diligently supervised, in person and never be left unattended.

7.5 Stage II Restrictions: Forbid building, maintaining or attending any Open Fire within Chaffee County. In addition, the following is prohibited during Stage II Restrictions:

- Using explosive material: i.e., fireworks, blasting caps or any incendiary device that may result in ignition of flammable material.
- Smoking, except within an enclosed vehicle or building or in an area at least three feet in diameter that is barren or cleared of all flammable material.
- The use of combustion engines and chainsaws, except to the extent exempt (see below).
- Welding or operating an acetylene or similar torch with an open flame, except within an area of at least 20 feet in diameter that is barren or cleared of all flammable material.

The following are exempt from Stage II fire restrictions and excluded from a Stage II ban:

- LP gas or liquid fueled bar-b-ques/stoves and appliances which allow the operator to turn the flame on and off.
- Fireplaces within enclosed buildings which are equipped with adequate spark arresting screens.
- The use of combustion engines and chainsaws with adequate spark arrestors, provided the operator has with him or her a chemical-pressurized fire extinguisher of not less than 8 ounces capacity by weight, and has readily available for use a size 0 or larger round pointed shovel with an overall length of at least 36 inches.
All permitted fires must be diligently supervised, in person and never be left unattended.

7.6 Open Fire Regulation: Regardless of whether or not Stage I or Stage II restrictions are in place, Open Fires within Chaffee County shall be regulated as set forth below:

- All Open Fires must be diligently supervised, in person, by the appropriate number of persons given the extent and type of fire and the conditions at the time of the fire. No more than one Open Fire may be conducted by any person or group at any one time. Open Fires shall never be left unattended.

- All Large Open Fires and slash, trash, or debris piles that meet the definition of a Small Open Fire may begin no earlier than sunrise; from October through April, spreading must be contained by 1:00 p.m. the same day, and the fire must be completely extinguished by 2:00 p.m. the same day; from May through September, spreading must be contained by 11:00 a.m. the same day, and the fire must be completely extinguished by noon the same day. There are no time restrictions on Small Open Fires (except for slash, trash, or debris piles that constitute a Small Open Fire). The following is exempt from the time restrictions:

  From October through April, slash, trash or debris piles that meet the definition of a Large Open Fire must be inspected and permitted by the Fire Wardens Office before burning may begin. The Permit shall specify the location of the burn, the estimated size and duration of the burn, and the address and contact numbers of the person(s) responsible for the burn. Such fires may begin no earlier than sunrise and shall be diligently supervised at all times throughout the burn, including 24-hour-day watch (however, 24-hour-day watch shall not be required in areas having over six inches of snow on the ground and such has been specified in the Permit). From May through September, burning of slash, trash or debris piles that meet the definition of a Large Open Fire shall not be permitted.

- The ability to control and extinguish the fire must be within the capabilities of the person or persons attending the fire, given the size of area being burned, the personnel and equipment present and immediately available and the conditions on the day of the fire. The size of the fire shall be such that the attending person or persons can extinguish the fire immediately if necessary.

- Prior to commencing a Large Open Fire (other than Large Open Fires requiring a Permit, as described above), the Sheriff’s Department of Chaffee County must receive reasonable notice of the intent to have an Open Fire. Only 12 Large Open Fires shall be approved for any given day, six north of the community of Centerville and six south of the community of Centerville.

- Persons responsible for the Open Fire have the duty to contact the Sheriff’s department immediately prior to the fire to determine whether a particular day is a “no burn” day, whether or not such person previously notified the department of the intent to have an Open Fire.

- In addition to the above restrictions, the burning of household trash and other trash, to the extent permitted by state law, must be performed in acceptable closed containers that are
covered by a spark arrester-type screen. All combustion engines and chainsaws must be equipped with spark arrestors.

- Campfires and Warming Fires must be on private property or in an adequately constructed fire grate or fire ring. No yard, household waste or trash may be used as fuel in a Campfire or Warming Fire and all fuel on the fire must remain fully within the ring or grate (no push logs allowed).

Section 8. Unlawful Acts.

8.1 During Stage I or Stage II Restrictions, it shall be unlawful for any person to build, maintain, attend or use an Open Fire, or otherwise violate the terms of the restrictions, other than as exempted, in the unincorporated areas of Chaffee County including public, private, state, and applicable federal lands.

8.2 During a “no burn” day, it shall be unlawful for any person to build, maintain, attend or use an Open Fire, conduct sales of fireworks, or engage in outdoor smoking, even if such would otherwise constitute an exempt fire.

8.3 If a law enforcement officer has required that an exempt fire be extinguished, it shall be unlawful to fail to immediately extinguish such a fire.

8.4 It shall be unlawful for any person to build, maintain, attend or use an Open Fire in violation of the Open Fire Regulation.

8.5 It shall be unlawful for any person to leave a campfire unattended or fail to totally extinguish a campfire before breaking or leaving camp.

Section 9. Exemptions. The following shall not be in violation of Section 8:

- Commercial or community fireworks displays properly permitted.
- Persons with a permit or written authorization from the Sheriff by and through the Deputy Fire Warden specifically authorizing the otherwise prohibited act or omission.
- Any federal, state, or local officer, or member of an organized rescue or firefighting force, in the performance of an official duty.
- Any further exemptions to either the meaning of terms or the enforcement of this Ordinance shall be granted only by the Sheriff, through the Deputy Fire Warden, or for exemptions upon or within state or federal lands located within Chaffee County, by the administering state or federal agency, and only if the proposed action is deemed by the Chaffee County Sheriff, through the Deputy Fire Warden, to be safe and mitigable.

Section 10. Implementation of Stages and “No Burn” Days. The Deputy Fire Warden or his designee shall monitor fire danger conditions and coordinate with federal, state and local fire agencies to determine the appropriate stage of restrictions. When the established Fire Restriction Evaluation Guidelines indicate that Stage I Restrictions should be imposed or reinstated, or that restrictions should be upgraded to Stage II Restrictions, the Deputy Fire Warden or his designee shall coordinate notification of the public through a general press release to local television, radios and print media, as well as posting on the Chaffee County Website. Likewise, when conditions indicate a reduction in restrictions from Stage II to Stage I, or if Stage I Restrictions should be lifted, the same notification to the public shall occur. The Deputy Fire Warden or his designee may also designate any day as a “no burn” day, in which case even exempt fires above
shall be banned. If a law enforcement officer determines, in his or her sole discretion, that an exempt fire poses any public threat he or she shall have authority to require that such fire be extinguished immediately.

Section 11. Enforcement Agencies/Prosecution.

11.1 This Ordinance shall be enforced by the Sheriff, through his Deputies, including the Deputy Fire Warden, or by the administering agencies of the state and federal lands located therein, and they shall have authority to order any person to immediately cease any violation of this Ordinance. This authority shall include, but not be limited to, the right to issue a penalty assessment notice and the right to take such person or persons into temporary custody. Any further exception to the enforcement ability of this Ordinance by the administering agency shall be granted only by the administering agency, and only if the proposed action is deemed by the Sheriff of Chaffee County or the state or federal administering agency to be safe or mitigable.

11.2 Criminal prosecution may be brought against a violator in accordance with Sections 30-15-402 C.R.S., 30-15-402(I) as amended by H.B. 96-1117, and 30-15-410, C.R.S., and under the penalty assessment procedure provided in Section 16-2-201 C.R.S. The Sheriff's Office is authorized to devise a ticketing system in conformance with Section 16-2-201 C.R.S.

11.3 Each violation of this Ordinance shall be deemed separate and distinct from any other violation of this Ordinance or of any other federal, state, or local law, rule, order or regulation.

11.4 Any person who violates this Ordinance or any County Ordinance adopted pursuant to Part 4, Title 30, Article 15, C.R.S. commits a class 2 petty offense, and, upon conviction or confession of guilt thereof, shall be punished by a fine of not more than one thousand dollars for each separate violation, plus a surcharge of ten dollars ($10.00), under Section 30-15-402(2) C.R.S. Fines are to be set by the County Court, unless the violator wishes to confess guilt and, pursuant to the penalty assessment procedure, pay a fine in the amount of two hundred dollars ($200.00) during Stage I Restrictions, or five hundred dollars ($500.00) during Stage II Restrictions, plus the ten dollar ($10.00) surcharge. Costs of suppression of any fire for which a violator is convicted shall be assessed to the violator as reasonable restitution.

11.5 In addition to the above penalties, any person who violates the provisions of 30-15-201, C.R.S. shall be punished by a fine of fifty dollars.

11.6 In a cooperative agreement with the Chaffee County Court, each penalty assessment or summons issued will be assessed an eighteen dollar court administrative fee to be paid to the State of Colorado.

11.7 All fines paid for the violation of this Ordinance shall be in negotiable funds made payable to Chaffee County and submitted to the Chaffee County Treasurer's Office. All fines for the violation of this Ordinance received by the County shall be remitted to the Chaffee County Treasurer and deposited into the general fund of Chaffee County. All surcharges collected shall be paid to the Clerk of the Court and subsequently credited to the Victims and Witnesses Assistance and Law Enforcement Fund of the judicial district in which the offense occurred pursuant to Section 30-15-402(2) C.R.S.
Section 12. Additional Remedies. The remedies provided in this Ordinance shall be cumulative and in addition to any other federal, state or local remedies, criminal or civil, which may be available. Nothing contained herein shall be construed to preclude prosecution under any applicable statute, including, but not limited to, prosecution under Section 18-13-109 C.R.S., or any applicable local, state or federal statute, ordinance, rule, order, or regulation.

Section 13. Safety Clause. The Board hereby finds, determines, and declares that this Ordinance is necessary for the immediate preservation and protection of the health, safety, and welfare of the citizens of Chaffee County, Colorado.

Section 14. Effective date. This Ordinance shall be effective immediately, and remain in effect until this Ordinance is amended by the Board.

Section 15. Severability. If any section, subsection, clause, sentence or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 16. Repeal of Conflicting Provisions. All former County ordinances, resolutions, rules or regulations, or parts thereof, in conflict with this Ordinance are hereby repealed.

ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS this 11th day of July, 2006.

BOARD OF COUNTY COMMISSIONERS

Tim Glenn, Chairman

Jerry Mallett, Commissioner

Jim Osborne, Commissioner

STATE OF COLORADO )
) ss.
CHAFFEE COUNTY )

ATTEST:

The above is a true and correct record of Ordinance 2006-02 duly and unanimously adopted by the Board of County Commissioners of Chaffee County at a regular meeting, properly noticed and held on July 11, 2006, at least ten days following introduction and reading of the proposed ordinance on June 20, 2006, and publication of the proposed ordinance on June 23, 2006 in the Mountain Mail and on June 29, 2006 in the Chaffee County Times.

Chaffee County Clerk

Adopted Ordinance Published in the Mountain Mail on
and the Chaffee County Times on