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RESOLUTION NO. 24-97

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

RESOLUTION TO APPROVE THE CREATION OF CREDITS IN THE ROAD IMPACT FEE PROGRAM TO GTL DEVELOPMENT, INC FOR CONSTRUCTION OF ELIGIBLE IMPROVEMENTS

WHEREAS, on December 17, 2019, and pursuant to Resolution No. 19-471, the Board of County Commissioners of El Paso County, Colorado (the "Board") updated the El Paso County Road Impact Fee Program ("Fee Program"); and

WHEREAS, the Fee Program allows for the creation of credits granted for construction of Eligible Improvements; and

WHEREAS, Rex Road from Sunrise Ridge Dr. to Estates Ridge Dr. was built as an Eligible Improvement by GTL Development Inc.; and

WHEREAS, on October 24, 2023, the Board preliminarily accepted 1810 linear feet of Rex Road pursuant to Resolution No. 23-368; and

WHEREAS, at a public meeting held on January 24, 2024, the Road Impact Fee Advisory Committee ("Advisory Committee") found that all conditions in the Fee Program Implementation Document regarding creation of credits were met and recommended that the Board establish credits in the amount of \$309,347.00 for GTL Development Inc. based on the information in Attachment A.

WHEREAS, the Board wishes to adopt the recommendations of the Advisory Committee.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of El Paso County, Colorado hereby approves the Credit Application by GTL Development Inc. and establishes Road Impact Fee Program credits in their name in the amount of \$309,347.00.

DONE THIS 27th day of February 2024, at Colorado Springs, Colorado.

ATTEST

Steve Schleiker
County Clerk & Recorder



BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: Cami Bremer
Cami Bremer, Chair

Steve Schleiker
02/27/2024 02:13:27 PM
Doc \$0.00 18
Rec \$0.00 Pages

El Paso County, CO



224013814

Attachment A

**GTL, INC. dba
GTL DEVELOPMENT, INC.**

Fax No. (619) 223-2865
Telephone No. (619) 223-1663

3575 Kenyon Street, Suite 200
San Diego, CA. 92110

Mailing Address
P. O. Box 80036
San Diego, CA 92138

November 14, 2023

Victoria Chavez
Transportation Planning Manager
El Paso County Public Works
3275 Akers Drive
Colorado Springs CO, 80922

RE: REIMBURSEMENT OF CREDITS - EL PASO COUNTY ROAD IMPACT FEE
CREDIT AGREEMENT FOR ESTATES AT ROLLING HILLS RANCH FILING 2,
PUDSP-204/SF-2018, DATED 6/9/2023

Dear Ms. Chavez,

GTL Development, Inc. ("GTL") has completed the construction of the two lanes of Rex Road, classified as a Minor Arterial, from Sunrise Ridge Drive to Estates Ridge Drive through the Estates at Rolling Hills Ranch Filing 2 per all approved plans and specifications and El Paso County has accepted the road for Preliminary Acceptance. Tech Contractors Engineering Group has certified that the El Paso County improvements for that 1,808 lineal feet of Rex Road constructed within the project have been substantially completed per all approved plans and specifications. Please see the attached Tech Contractors Engineering Group letter dated August 24, 2023, marked Exhibit 'A'. The project has been formally accepted by the El Paso County Board of County Commissioners for preliminary acceptance on October 24, 2023, as per the attached Board of County Commissioners Resolution No. 23-368 marked Exhibit 'B'. The attached Defective Materials and Workmanship Warranty Bond marked Exhibit 'C' has been posted and the two-year warranty period began on October 24, 2023.

GTL respectfully requests Reimbursement of Credits in the amount of \$309,005.28 for the construction of Rex Road associated with the Estates at Rolling Hills Ranch Filing 2 subdivision as allowed in the El Paso County Road Impact Fee Credit Agreement for Estates at Rolling Hills Ranch Filing 2, PUDSP-204/SF-2018, dated 6/9/2023 (the "Reimbursement Agreement") attached hereto and marked Exhibit 'D'. GTL has met all the conditions in the Reimbursement Agreement and certifies that all conditions of approval have been met, and that all materials and subcontractors have been paid in full.

Per the Reimbursement Agreement, the requested reimbursement of \$309,005.28 is based on the construction of 1,808 lineal feet of Rex Road at a pro-rated unit cost of \$170.91 based on the Urban Minor Arterial half-section reimbursement amount. No other eligible improvements were constructed with this project. If you need any additional information, back-up material or if you have any questions, please feel free to contact me or Tom Kerby. Thank you.

Sincerely,

GTL, INC. dba
GTL DEVELOPMENT, INC.



Raul Guzman, Vice President

RG:nl

Cc: Tom Kerby, Tech Contractors Engineering Group
Gilbert LaForce, El Paso County Development Services
Brad Walters, El Paso County Development Services

Brad Walters
Inspection Supervisor
El Paso County Development Services
2880 International Circle, Suite 110
Colorado Springs CO, 80910

RE: Substantial Compliance
Rex Road (Sheets 6 & 7)
Estates at Rolling Hills Ranch Filing 2 Construction Drawings
Approved July 29, 2021

August 24, 2023

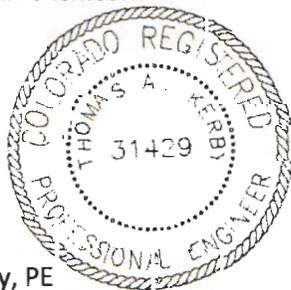
Dear Mr. Walters,

Tech Contractors has visually inspected and certify that the El Paso County improvements for that portion of Rex Rd constructed within the Estates at Rolling Hills Ranch Filing 2 subdivision and based upon our observations, all improvements have been substantially completed per all approved plans and specifications. A compliance walk through with your staff and our staff in order to identify any deficiencies has been requested and any deficiencies, if any, will be corrected.

Rex Rd is a part of the larger project of the Estates at Rolling Hills Ranch Filing 2, therefore the financial assurance (bond #4445941) for the larger project will be reduced to \$5,215,294.38 from the original \$5,601,047.38 by removing the portions associated with the construction of Rex Rd. A new defect warranty bond in the amount of \$385,753.00 will be posted to begin the two-year warranty period. The unapproved Financial Assurance Estimates are attached for reference.

Should you have any questions or concerns please feel free to contact me at 719-495-7444 or by email at tom@meridianranch.com

Sincerely



Thomas A. Kerby, PE
Tech Contractors
11886 Stapleton Drive
Falcon, Colorado 80831

cc
Raul Guzman (GTL Development)
Bret Haycock (Tech Contractors)

5066

Steve Schleiker
10/25/2023 10:15:23 AM
Doc \$0.00
Rec \$0.00

El Paso County, CO
4
Pages
223089443

EXHIBIT 'B'

RESOLUTION NO. 23-368

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

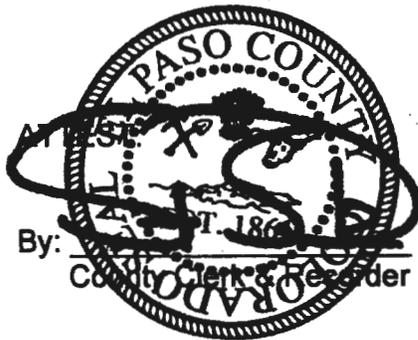
RESOLUTION TO APPROVE APPLICATION FOR PRELIMINARY ACCEPTANCE OF CERTAIN STREETS WITHIN THE ESTATES AT ROLLING HILLS RANCH FILING NO. 2 INTO THE EL PASO COUNTY ROAD MAINTENANCE SYSTEM.

WHEREAS, the Board of County Commissioners of El Paso County, Colorado, has received an application for preliminary acceptance of certain streets located within the unincorporated area of El Paso County, more particularly described herein, for addition and maintenance into the El Paso County Highway System; and

WHEREAS, the same have been inspected by El Paso County, and the investigations reveal the County should accept and maintain such streets;

NOW, THEREFORE, BE IT RESOLVED the Board of County Commissioners of El Paso County, Colorado, hereby approves the preliminary acceptance for maintenance of streets within the unincorporated area of El Paso County as described in Exhibit A, which is attached hereto and incorporated by reference, effective as of this date.

DONE THIS 24th day of OCTOBER, 2023, at Colorado Springs, Colorado.



By: _____
County Clerk & Recorder

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: Craig J. [Signature]
VICE CHAIR

EL PASO COUNTY



COLORADO

APPLICATION FOR PRELIMINARY ACCEPTANCE INTO THE EL PASO COUNTY MAINTENANCE SYSTEM

SUBDIVISION	<u>THE ESTATES AT ROLLING HILLS RANCH F2</u>	R - T - S	PLAT	<u>14944</u>
APPLICANT	<u>GTL INC DBA GTL DEVELOPMENT INC</u>	<u>64-12-20</u>	DATE PLAT RECORDED	<u>4/20/2022</u>
FILE REFERENCE	<u>SF-20-018</u>		BOCC HEARING	<u>10/24/23</u>

NOTES

ROAD NO.	ROAD NAME	FROM	TO	LENGTH FT/MI	ROW WIDTH	SURFACE TYPE	SURF WDTH	F/F CG	CURB TYPE
82	REX RD	END	ROLLING RANCH DR	1199'/0.23 mi	80'	6" HMA/12" CTS	31'	34'	A
82	REX RD	ROLLING RANCH DR	ESTATE RIDGE DR	560'/0.11 mi	80'	6" HMA/12" CTS	31'	34'	A
82	REX RD	ESTATE RIDGE DR	END	51'/0.01 mi	80'	6" HMA/12" CTS	31'	34'	A
TOTAL LENGTH ACCEPTED				1810'/0.34 mi					

APPROVALS

BK
BK ASSEST SYSTEMS SUPERVISOR

BW
BW INSPECTION SUPERVISOR

MH
MH PCD DIRECTOR

ACCEPTANCE RECOMMENDED

[Signature]
COUNTY ENGINEER
Kevin Mastin
[Kevin Mastin \(Sep 28, 2023 17:04 MDT\)](#)
PUBLIC WORKS DIRECTOR



EXHIBIT 'C'

DEFECTIVE MATERIALS AND WORKMANSHIP WARRANTY BOND

Bond No **4445941-W**
Premium \$included in Original Bond

KNOW ALL MEN BY THESE PRESENTS:

That, GTL, Inc. dba GTL Development, Inc., as Principal, and Markel Insurance Company, a corporation organized under the laws of the State of Illinois and authorized to do a 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 in the sum of seventy-six thousand nine hundred fifty and 60/100 Dollars (\$76,950.60), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, on March, 2022, the said Principal, entered into an agreement (the "Agreement") for Public and On Site Improvements for: Grading Roadways and Storm Drains Improvements for Rex Road - Estates at Rolling Hills Ranch Filing 2; for the sum of three hundred eighty-five thousand seven hundred fifty-three and 00/100 Dollars (\$385,753.00); and,

WHEREAS, under the terms of the specifications for said work, the said Principal is required to give a bond to protect the Obligee against defective work or labor done or defective materials furnished for a period of two years from and after the date of the completion and acceptance of same; to wit: two years from and after

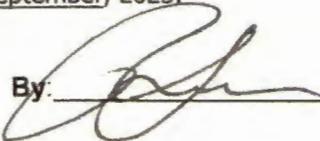
September 28, 2023 through September 27, 2025.

NOW, THEREFORE, if the said Principal shall for a period of two years from and after the date of the completion and acceptance of same by said Obligee pay the reasonable and necessary cost of repair of defective work or labor done or defective materials furnished in the performance of the Agreement, then the above obligation to be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, Surety and Principal shall be given reasonable notice and opportunity to cure any such defects as a condition precedent to Surety's liability hereunder.

SEALED with our seals and dated this 28th day September, 2023.

Principal: **GTL, Inc. dba GTL
Development, Inc.**

By:  _____
Signature

Name: Raul Guzman
Title: Vice President

Markel Insurance Company

By:  Signature

**Name: Anne Wright
Attorney-in-Fact**



Acknowledgment by attorney-in-fact must be attached

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Daniel Frazee, Matthew C. Gaynor, Kim D. Vasquez, Andrew Roberts, Anne Wright

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifteen Million and 00/100 Dollars (\$15,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Sure Tec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 24th day of January, 2023.

SureTec Insurance Company

By: Michael C. Kelmig
Michael C. Kelmig, President



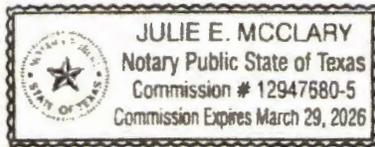
Markel Insurance Company

By: Janey Jennings
Janey Jennings, Vice President

State of Texas
County of Harris:

On this 24th day of January, 2023 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



By: Julie E. McClary
Julie McClary, Notary Public
My commission expires 3/29/2026

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 28th day of September, 2023.

SureTec Insurance Company

By: M. Brent Beaty
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: Andrew Marquis
Andrew Marquis, Assistant Secretary

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.

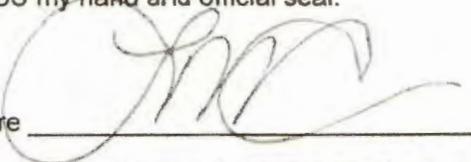
State of California
County of San Diego

On September 28, 2023 before me, Lauren Craig, Notary Public
(insert name and title of the officer)

personally appeared Anne Wright
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.

Signature  (Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 SAN DIEGO)

On October 2, 2023 before me, Nancy C. Lane, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Raul Guzman
Name(s) of Signer(s)

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.



Signature Nancy C. Lane
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer -- Title(s): _____

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer -- Title(s): _____

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

ROAD IMPACT FEE CREDIT AGREEMENT

Date: 6/9/2023
Project Name: Estates at Rolling Hills Ranch Filing 2
Project #: PUDSP-204/SF-2018

This Road Impact Fee Credit Agreement (“**Agreement**”) is executed as of June 14th, 2023, by and between El Paso County (“**County**”), and GTL Development, Inc., (“**Contributor**”). The County and the Contributor are referred to collectively as the “**Parties**.”

RECITALS

1. The El Paso County Road Impact Fee Program (“**Program**”) establishes a process through which an applicant may receive credits for any dedication of land for, contribution or payment toward, or construction of an Eligible Improvement or Eligible Intersection Improvement (as defined in the Program), or for a Colorado Department of Transportation (CDOT) signal escrow payment. Approval of a credit agreement is a prerequisite in the Program for the receipt of credits.
2. Contributor, in connection with the development identified by name above and depicted on the map attached hereto as Exhibit A, intends to dedicate land for, contribute funds toward, or construct the Eligible Improvements and Eligible Intersection Improvements, or to make a CDOT signal escrow payment for an intersection, identified in Exhibit B, attached hereto and incorporated herein by reference.
3. The Parties desire to set forth in this Agreement an estimate of the Program credits that will be available to Contributor upon preliminary acceptance by the County of the Eligible Improvements and Eligible Intersection Improvements (collectively, “**Improvements**”) in accordance with the El Paso County Engineering Criteria Manual, or upon deposit of the CDOT signal escrow funds, as applicable.

AGREEMENT



The Parties agree as follows:

1. *Recitals.* The Recitals set forth above are incorporated herein by this reference.
2. *Allocation of Credits.* Exhibit B includes an estimate of the Road Impact Fee credits for which Contributor will be eligible upon preliminary acceptance of the Improvements or upon payment of the CDOT signal escrow payment.
3. *Value of Credits.* With respect to any Improvements identified in Exhibit B, the parties acknowledge that Exhibit B correctly represents the credit amount based on preliminary construction drawings and plans and sets forth the current unit cost amounts. The final unit cost amount applicable to an Improvement will be those in effect at the time the party responsible for constructing such Improvement executes a Road Impact Fee Credit Agreement. A final credit amount will be determined based on actual construction measurements at the time of preliminary acceptance. Requests for Deviation of ECM criteria may change the unit cost used to calculate the final credit amount.
4. *Reimbursement of Credits.* If credit reimbursement is requested, the reimbursement amount will be for the credit amount only. No interest is due on credits.
5. *Compliance with Applicable Regulations.* The Parties acknowledge that all credits shall be allocated and issued in accordance with the provisions of the Program, State statutes, and any other applicable regulations, all in effect at the time credits are to be issued, regardless of whether the provisions are mentioned within this Agreement. If all Program, State statute, Engineering Criteria Manual, and Land Development Code provisions are not followed, then the Agreement will be void and credits may not be issued. **All Improvements receiving impact fee credits (offsets or reimbursements) shall be constructed in accordance with the standards found in the El Paso County Engineering Criteria Manual and Land Development Code for the functional classification of the particular street or road.**
6. *Acceptance of Improvements.* The Parties acknowledge that Credits may be issued for any Improvements listed in Exhibit B only after the Improvements have been preliminarily accepted by the County as further detailed in the Program.
7. *Incomplete Improvements.* The Parties agree that if the County completes all or part of any of the Improvements listed in Exhibit B, the Contributor may only receive credits in proportion to the land dedicated for, funds contributed to, or portion of completed and preliminary accepted construction of the Improvements. If the Contributor is the party

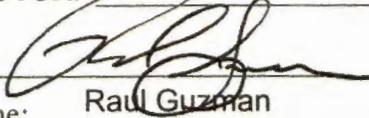


responsible for the construction of the Improvements listed in Exhibit B and defaults on such obligation, this agreement is null and void and the Contributor forfeits claim to all potential credits.

8. *Expiration of Preliminary Agreement.* This Agreement shall automatically become null and void upon the effective date of an update to the Road Impact Fee Program Study or the Major Transportation Corridors Plan if such plan removes from eligibility for credits or reimbursement the Improvements subject to this Agreement if construction of the Improvement has not commenced.

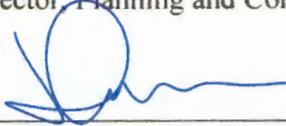
EL PASO  **COUNTY**
COLORADO

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand the day and year first above written.

CONTRIBUTOR: GTL Development, Inc.
By: 
Name: Raul Guzman
Title: Vice President

EL PASO COUNTY

By: 
Name
Director, Planning and Community Development

By: 
Name
County Engineer

By: Victoria Chavez
Name
Fee Program Administrator

APPROVED AS TO FORM

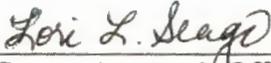
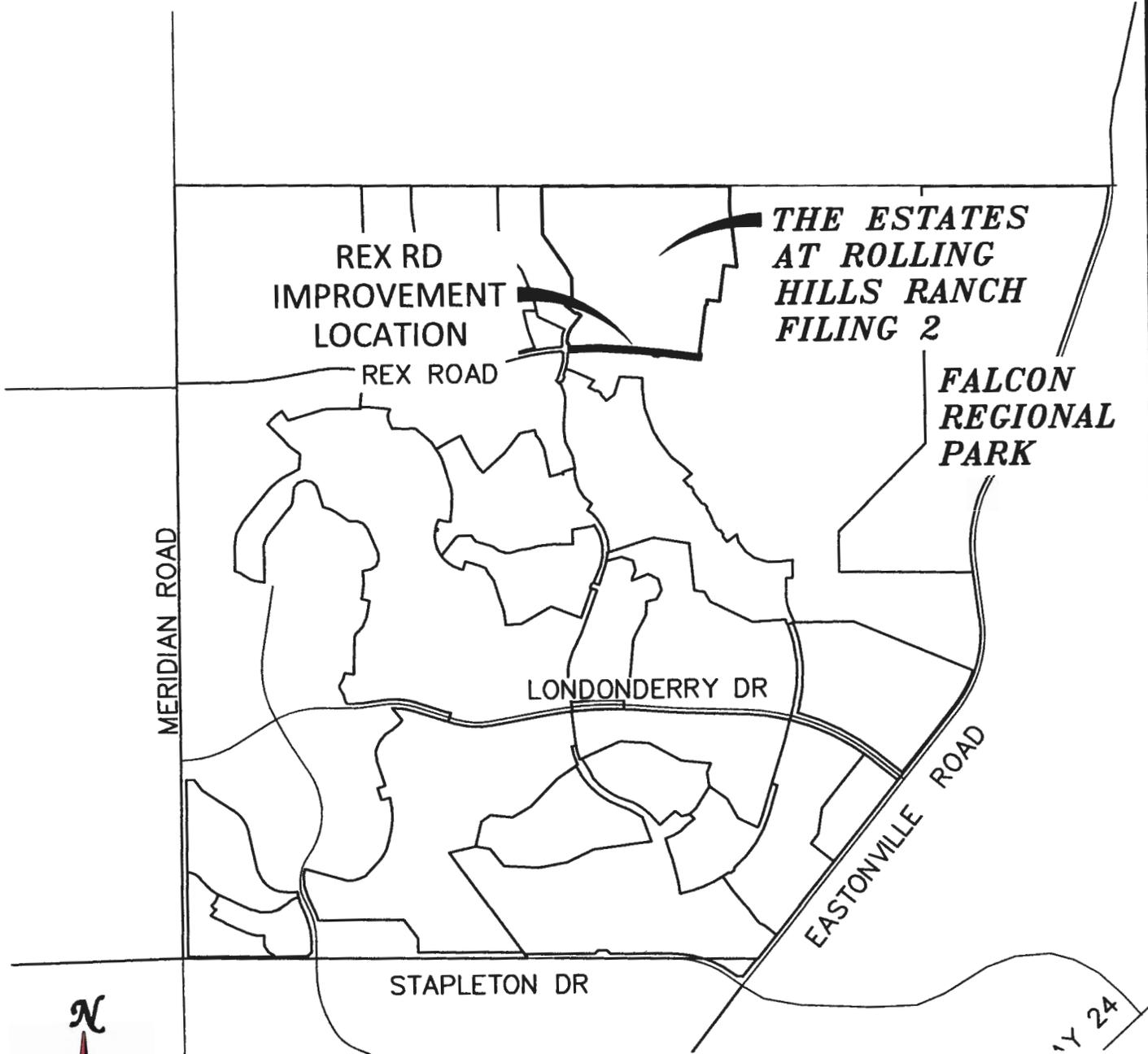
By: 
County Attorney's Office

EXHIBIT A



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N.T.S.

TRAFFIC FEE CREDIT
ESTATES AT RHR #2

VICINITY MAP

EXHIBIT A

TECH CONTRACTORS
11910 TOURMALINE DR. SUITE 130
FALCON, CO 80831
TELEPHONE: 719.495.7444

Exhibit B
Road Impact Fee Credit Agreement Table of Eligible Improvements

Date	6/7/2023	Contact Information	
Contributor	GTL Develoment, Inc.	Name	Raul Guzman
Project Name	Estate at RHR #2	Title	Vice President
Project Location	East of Rex Rd- Sunrise Ridge Dr.	Company	GTL Development, Inc.
Project Number	PUDSP-204/SF2018	Address	P.O. Box 80036 San Diego, CA 92138
		Email	raul@techbilt.com
		Phone Number	619.223.1663

Line No.	Improvement Type	Functional Class	Street	To - From	Segment Length in Linear Feet or Number of Legs	Unit Cost	Length X Unit Cost	Estimated Credit Value
EX.	Capacity	PA	Marksheffel	Two lanes, Highway 94 - Constitution Ave	5000	\$ 3,500,000	#####	#####

1	Construct Road Segment	Urban Minor Arterial	Rex Road	Two lanes from Sunrise Ridge Dr to Estates Ridge Dr.	1808	\$ 170.91	\$ 309,005.28	\$ 309,005.28
2						\$ -	\$ -	\$ -
3						\$ -	\$ -	\$ -