



Dear Homeowner Association:

Thank you for your interest in partnering with the City of Colorado Springs for snow removal in your area. Enclosed is an application packet for Private Snow Plowing Activities on City Streets for Homeowner Associations.

This packet includes:

- Agreement for Private Snow Plowing Activities on City Streets – Homeowner Associations
- Attachment A – Rules and Regulations Governing the Licensing of Private Companies to Perform Winter Operations on Public Streets Within the City of Colorado Springs for Homeowner Association Application.

You will need three other pieces of information to assist you in completing your Agreement and application packet.

- 1) Provide a list of streets that your Homeowner Association is requesting permission to plow (and mark it Exhibit A)
- 2) Read and ensure compliance with the City code for private snow removal activities, City Code 2001, as amended, Chapter 3, Article 3, Part 4 (the “Code”). The Code can be accessed at <http://www.sterlingcodifiers.com/CO/Colorado%20Springs>
- 3) A copy of the Homeowner Association’s Board of Directors’ Resolution approving the Agreement and attached to the completed Agreement for Private Snow Plowing Activities.

Upon completion of your packet, please submit it for review to Bard Lower, Operations Manager, 688 Geiger Court, Colorado Springs, CO 80915.

After initial review and approval, Agreements and their attachments will be forwarded to the City Attorney’s Office for final approval. You will be notified when final approval is received from that office.

Please let us know if you need any additional assistance.

Sincerely,

Saleem Khattak, Division Manager
City Street Division

Agreement for Private Snow Plowing Activities
on City Streets - Homeowners Associations

This Agreement for Private Snow Plowing Activities on City Streets, dated for reference the ____ day of _____, 20____, is made by and between the City of Colorado Springs, a Colorado home rule city and municipal corporation, and _____.

_____ (the "Operator") and the City of Colorado Springs, (the "City") agree as follows:

Paragraph 1. Term: The Term of this Agreement shall commence on the ____ day of _____, 20____, and shall end on the ____ day of _____, 20____, unless sooner terminated in accord with the provisions of this Agreement.

Paragraph 2. The purpose of this Agreement is to allow the Operator to plow snow from the City streets within the Operator's jurisdiction which are identified in Exhibit A, which is attached to, and made a part of, this Agreement.

Paragraph 3. The City, by this Agreement, gives the Operator permission to plow snow from the streets identified in Exhibit A during the 20____ - 20____ snow season. The Operator's snow plowing activities shall be in accord with, and the Operator shall strictly comply with, the City Code pertaining to private snow removal activities on public streets, specifically City Code 2001, as amended, Chapter 3, Article 3, Part 4 (the "Code").

Paragraph 4. The Operator shall only use plow contractors, drivers and vehicles which have met the licensing and other requirements of the Code and the Regulations.

Paragraph 5. Before starting any snow plowing activities under this Agreement, the Operator shall comply with all requirements of the City's Rules And Regulations Governing The Licensing Of Private Companies To Perform Winter Operations On Public Streets Within the City of Colorado Springs for Homeowner Association Application, a copy of which is attached to this Agreement as Attachment A, and made a part of this Agreement.

Paragraph 6. Law. This Agreement, and any issues involving this Agreement are subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, ordinances rules and regulations of the City of Colorado Springs, a Colorado home rule city. Court venue and jurisdiction shall exclusively be in the Colorado District Court for El Paso County, Colorado. The parties agree that this Agreement shall be deemed to have been made in, and the place of performance is deemed to be in, the City of Colorado Springs, El Paso County, State of Colorado.

Paragraph 7. Disputes. Any dispute as to the interpretation of this Agreement, the application or requirements of the City Code, or the application or requirements of any regulations or requirements in Exhibit A and Attachment A shall be submitted to the City's Street Division

Manager. The Street Division Manager shall review and make a written decision on the dispute within ten City business days of receiving the dispute. The Street Division Manager's decision shall be final and binding on the Operator.

Paragraph 8. Appropriation of Funds - City. In accord with the Colorado Constitution, Article X, and the City Charter, performance of the City's obligations under this Agreement is expressly subject to the appropriation of funds by the City Council. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the City's obligations under this Agreement, or appropriated funds may not be expended due to City Charter spending limitations, then the City may terminate this Agreement without compensation to the Operator.

Paragraph 9. Amendments. This Agreement may be amended only in writing by the duly authorized representatives of the Parties.

Paragraph 10. Notices. All notices shall be sent to the following addresses:

For the Operator: _____

For the City: Street Division Manager
City of Colorado Springs
688 Geiger Ct.
Colorado Springs, Colorado 80915

Paragraph 11. Waiver. This Agreement is made at the request of the Operator for the Operator's benefit. The Operator does hereby waive, remise, and release any claim, right, or cause of action the Operator may have or which may accrue in the future, whether under theories of contract or any other cause of action whatsoever, against the City arising in whole or in part from this Agreement.

Paragraph 12. Termination. Either Party may terminate this Agreement for convenience upon thirty (30) calendar day's prior written notice to the other party. Any notice of termination shall state the actual effective date of termination.

Paragraph 13. No Third Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity whatsoever on or under this Agreement. It is the express intention of the parties hereto that any person or entity, other than the Parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be incidental beneficiaries only.

Paragraph 14. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein.

RULES AND REGULATIONS GOVERNING THE LICENSING OF PRIVATE COMPANIES TO PERFORM WINTER OPERATIONS ON PUBLIC STREETS WITHIN THE CITY OF COLORADO SPRINGS FOR HOMEOWNER ASSOCIATION APPLICATION

General Considerations:

- The Homeowner Association (HOA) seeking to provide snow removal on publicly owned streets must contract privately for such services.
- All snow removal services to be provided shall be completed in a similar manner as performed by the City upon other public streets.
- All requests to provide snow removal must be submitted to the City of Colorado Springs Street Division (Street Division).
- The Contractor/Operator retained by the HOA is to report directly to those entities.
- The HOA along with their Contractor/Operator agrees to indemnify and hold harmless the City and its employees against all claims, damages, losses, and expenses, arising from accidents or property damage due to winter operations. In addition the HOA along with their Contractor/Operator agree to indemnify and hold harmless the City and its employees against all claims, damages, losses, and expenses arising from non performance of winter operations.

This document requires certain actions be taken by either the HOA or their designated winter operations Contractor/Operator at certain times before, during and after the snow season.

Prior to Winter Operations:

Street Information/Infrastructure Inventory

The HOA, in collaboration with their Contractor/Operator, must submit a written request to the Street Division to perform winter operations on a publicly owned street system. The written request shall include the name/designation of the street(s) to be plowed, a map of the area, and a list of adjoining property owners with contact information.

Licensing

The Contractor/Operator retained by the HOA shall be responsible for obtaining any necessary city licenses to operate within the public right-of-way. (Reference City Code 29-1-203, Chapter 3, Public Property & Public Way, Article 3, Streets and Public Ways, Part 4, Snow Removal).

Prior to Winter Operations:

Pre-season meeting

Upon execution of the agreement, the HOA and their designated Contractor/Operator will schedule a pre-season meeting with the City Street Division staff to discuss procedures and associated paperwork.

Inventory and Condition

The HOA or their designated Contractor/Operator shall develop and submit an inventory of the roadway system on which winter operations shall be performed. This inventory shall include a spreadsheet detailing the required information as well as a video showing the current condition of the requested items. Items required in the inventory are street names, street dimensions, and the current condition of pavement, curb & gutter, sidewalk, drainage, fencing, mailboxes etc. This inventory must be submitted to the City Street Division for review.

Dry Run

The Contractor/Operator must arrange for a dry run of all applicable streets with City Street Division staff.

List of Equipment

The HOA in collaboration with their Contractor/Operator must submit and update as necessary, a complete list of equipment planned for winter operations. The equipment description should include specific information i.e., type & make of trucks, make of

plow, type of blades (carbide /regular steel), model of sanders, calibration units; pre-wetting systems; types & make of loaders/graders, etc.

Equipment Inspection

The Contractor/Operator must arrange for the inspection of their equipment with City Street Division staff.

Materials

The District in collaboration with their Contractor/Operator must purchase their own materials and provide a place to store these materials. The City will allow a mixture of up to 20% salt with the anti-skid materials. All purchased materials must meet the City of Colorado Springs specifications as well as requirements illustrated in “Regulation 16” and can be obtained from the City or Colorado Air Quality Control Commission.

Snow Plowing Procedures

The HOA in collaboration with their Contractor/Operator must provide a copy of their snow removal procedures to the City’s Street Division. These procedures shall include complete information on frequency, duration and the extent of snow plowing as well as details on how the Contractor/Operator plans to stabilize streets during normal snow events and under heavy storms or blizzard conditions.

Training

The HOA in collaboration with their Contractor/Operator must ensure all operators (routine drivers and fill-ins) have received proper training on both equipment safety and snowplowing operations/procedures. The operators may be required to participate in at least one 4-hour training class offered through the City Street Division annually.

Informing Homeowners of the change in responsibility

The HOA, in collaboration with their Contractor/Operator, must inform property owners in advance of the Contractor/Operator’s responsibility for winter operations. The HOA in

collaboration with their Contractor/Operator must provide property owners a designated snow removal phone number to call during such events.

During Winter Operations:

Materials Application

The HOA, in collaboration with their Contractor/Operator, must conform to specific requirements with regard to street sanding materials and their application. These requirements are illustrated in “Regulation 16” and can be obtained from the City or Colorado Air Quality Control Commission. The Contractor/Operator must become familiar with all such requirements before commencing any snow removal activities on public streets. The Contractor/Operator must also maintain a complete database with regard to the quantities and types of materials used during an event. The database shall be made available for review by the city when requested and supplied to the City on a monthly basis.

Handling resident complaints/requests

The Contractor/Operator will provide a phone number to refer the residents to and ensure contact within a reasonable time. In the event of a larger storm, additional personnel may be required to provide adequate service. Every call received should be logged and responses should be documented.

Event Logs

On a daily basis during winter operations, the Contractor/Operator shall complete an event log. It is suggested that this log be tied to the material application database mentioned above. On a monthly basis, or when requested by the City, the contractor shall supply these logs to the Street Division.

Contractor/Operator Critique

At anytime the City may require a meeting with the HOA and their Contractor/Operator to discuss performance issues. If said issues are not corrected to the City’s satisfaction,

the HOA shall be asked to replace their Contractor/Operator or this agreement can be terminated.

End of Season:

End of Season Report:

On or around June 1 the HOA along with their Contractor/Operator shall supply to the City a combined report that includes all information supplied on a by request or monthly basis as requested above.

End of Season Critique

On or around June 1 the City and the HOA along with their Contractor/Operator shall meet to review Contractor/Operator performance. The performance shall be evaluated and the Contractor/Operator may or may not be allowed to continue operations in the next season.