

COMMISSIONERS: MARK WALLER (CHAIR) LONGINOS GONZALEZ, JR. (VICE-CHAIR)

# COLORADO

HOLLY WILLIAMS STAN VANDERWERF CAMI BREMER

### PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT CRAIG DOSSEY, EXECUTIVE DIRECTOR

Date: October 12, 2020

Deputy Clerk to the Board of County Commissioners

From: Craig Dossey, Executive Director

Gleneagle Residential Infill Development Fil No. 2

File #: VR-18-018

Attached is Bond # 1036048 issued by The Handover Insurance Company in the amount of Fifty- Four Thousand Five Hundred Eighty- Five Dollars & Seventeen Cents (\$54,585.17), on behalf of G & S Development, Inc. The Bond # 1036048 is security to guaranty the Two -Year Defect Warranty per the attached current signed Financial Assurance Form. It will replace Letter of Credit S-14384.

Expiration Date: Two years from the date received September 18, 2020

Ju Supt 18 2022 If you have any questions, please contact Beverly Gonzales at 520-7944 or beverlygonzales@elpasoco.com

Received

Office of Clerk to the Board of County Commissioners



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#### **DEFECT WARRANTY BOND**

Bond No. 1036048

Principal Amount \$54,585.17

KNOW ALL MEN BY THESE PRESENTS that we, G & S Development Inc., 9800 Pyramid Court, Suite 340, Englewood, CO 80112, as Principal, and The Hanover Insurance Company, 440 Lincoln Street, Worcester, MA 01653, a New Hampshire Corporation authorized to transact surety business in the State of Colorado, as Surety, are held and firmly bound unto the Board of County Commissioners of El Paso County, Colorado, 200 South Cascade Avenue, Colorado Springs, CO 80903 as Obligee, in the penal sum of Fifty Four Thousand Five Hundred Eighty Five Dollars & Seventeen Cents (\$54,585.17), lawful money of the United States of America, for the payment of which will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, G & S Development Inc. has constructed as part of the Gleneagle Golf Course Residential Infill Development Subdivision Filing No. 2, in El Paso County, Colorado, the following improvements: Grading, BMP's, Seeding, Streets, Curb/Gutter and Sidewalks, as more fully outlined in the attached Financial Assurance Estimate for the Gleneagle Golf Course Residential Infill Development Subdivision Filing No. 2;

NOW THEREFORE, the condition of this obligation is such that if the above Principal, for a period of two (2) years from and after the date of preliminary acceptance of the improvements described herein by the above Obligee, shall warranty said improvements free from defects in workmanship and materials and shall replace or repair any and all defects or deficiencies in said work resulting from defective materials or defective workmanship at the Principal's sole cost and expense, then this obligation shall be void; otherwise it shall remain in full force and effect and the Surety, upon receipt of a resolution of the Board of County Commissioners of El Paso County indicating that the improvements have not been repaired, replaced or the defects otherwise remediated, will complete the repairs, replacement or other remediation or pay to El Paso County such amount up to the Principal Amount of this Bond which will allow El Paso County to complete the repairs, replacement or other remediation.

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

Provided further that said Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Estimate of Guaranteed Funds, or the work to be performed thereunder, or the specifications and plans accompanying the same or incorporated by reference into such Estimate of Guaranteed Funds, shall in anywise affect its obligation on this Bond and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Estimate of Guaranteed Funds, or to the work, or to the specifications and plans.

Signed, sealed and dated this 18 <sup>nd</sup> day o	f September, 2020.
Scott S GRATRIK Principal By: Alley J. Alley	Surety - The Hanover Insurance Company By: Jennifer Broomhall_
Title: Tusident	Title: Attorney-in-Fact

#### THE HANOVER INSURANCE COMPANY MASSACHUSETTS BAY INSURANCE COMPANY CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to

## KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Jennifer Broomhall, Jacqueline Sundstrom and/or Nate Santillanes

Of COBIZ Insurance, Inc. in Denver, CO each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except

Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety. any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

\*\* WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE IPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 26th day u November, 2018.

The Hanover Insurance Company Massachusetts Bay Insurance Company Citizens Insurance Company of America

John C. Roche, EVP and President

The Hanover Insurance Company Massachusetts Bay Insurance Company Citizens Insurance Company of America A Kawrick

James H Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS COUNTY OF WORCESTER

On this 26th day of November, 2018 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay affixed and subscribed to said instrument by the authority and direction of said Corporations.

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this [ Stage day of September , Debo

Theodore G. Martinez, Vice President

CERTIFIED COPY

# 2015 Financial Assurance Estimate Form (with pre-plat construction)

11/14/18

**CDR 209** 

Pro	ject	Info	orm	ation
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Gleneagle Residential Infill Development Fil No. 2

2/14/2019 Date

Project Name

Section 1 - Grading and Erosion Control BMPs	Quantity	Unit	5		Price		i		%	1	Remaining	
Earthwork*	2,000.00	CY	: ወስ	١.					Complete			
Permanent Seeding* (inc. noxious weed mgmnt.)	6.79	AC.	_	_	\$5	. "	<u>s</u>	10,000.00	80.00	\$	2,000.00	*
Mulching*	6.79	•	(Bo	_	S582	. =	\$	3,951.78	65,00	\$	1,383.12	*
Permanent Erosion Control Blanket*	0.79	AC	<b>@</b>	-	\$507	-	\$	3,442.53	65.00	\$	1,204.89	*
Temporary Erosion Control Blanket		SY	(B)	_	\$6	=	\$			\$		16.
Vehicle Tracking Control		SY	@	5	\$3		5		1	\$		
Safety Fence	1.00	EA	<b>@</b>	5	\$1,625	=	5	1,625.00	100.00	\$		
Silt Fence		LF	4	5	53	=	\$			\$		
Temporary Seeding	4,050.00	LF	0	5	\$4	=	\$	16,200.00	100.00	\$		
Temporary Mulch	5.00	, AC	<b>(</b>	5	\$485	, =	\$	2,425.00	100.00	\$		
Erosion Bales	5.00	AC	ø	\$	\$507	=	\$	2,535.00	100.00	5		
Erosion Logs	28.00	EA	Φ.	5	\$21	=	\$	588.00	80.00	\$	117.60	
Rock Ditch Checks		LF	@	S	\$6	=	\$		-	÷		
Inlet Protection		EΑ	<b>@</b>	S		=	\$		-	ŧ.		
Sediment Basin	4.00	EA	@	S	\$153	~	\$	612.00	80.00	-	122,40	
	1.00	EA	0	\$	\$1,625	= "	2	1,625.00		\$		
Concrete Washout Basin	1.00	EA	@	\$	5776	=	S	776.00		-	325.00	
* Subject to defect warranty financial assurance. DO			Ø	s		= 5	-	770.00	100.00	\$		

NOT ENTER MORE THAN 80% COMPLETE. A minimum of 20% to be retained up to final acceptance

Section 1 Subtotal \$

43,780.31

5,153.01

Section 2 - Public Improvements**	Quantity	Unit	ş		Price		1		%		Remaining	
<ul> <li>Readway Improvements</li> </ul>		•	•	•		1			Complete			
Construction Traffic Control	1.00	ĿS	e	5		=	2					
Aggregate Base Course	850,00	Tons	-	÷	\$18	0	_	45.00.00		\$	: <u>*</u> :	4
Asphalt Pavement	487.00	Tons	@	÷		• 10	_	15,300.00	80,00	\$	3,060.00	1
Raised Median, Paved		SF	9	÷	\$65		<u> </u>	31,655.00	80.00	\$	6,331.00	
Electrical Conduit, Size =		LF	•	-	\$7	=	~_		0 4	\$	(4)	7
Traffic Signal, complete Intersection		•		-	\$14	=	_			\$		ੂ ∗
Regulatory Sign	1.00	EA	•	-	\$250,000	=	\$			\$	•	<u> </u>
Advisory Sign	1.00	EA	<b>@</b> .	\$_	\$100	23	5	100.00	80.00	\$	20.00	•
Gulde/Street Name Sign	1.00	EA	•	<u>s</u>	\$100	=	\$			\$	•	1 *
Epoxy Pavement Marking	1.00	EA.	<b>@</b>	\$			\$		-	\$		: :
Thermoplastic Pavement Marking		·SF	•	\$	\$12	=	\$		-	\$		۰.
Barricade - Type 3	192.00	SF	0	\$	\$22	=	\$	4,224.00	80.00	\$	844.80	٩,
Oelineator (Type I)		EA	<b>@</b>	s	\$115	=	\$		-	5		٠.
		EA	₽.	s	521	=	\$		•	\$	-	*
Curb and Gutter, Type C (Ramp)	1,348.00	LF	<b>@</b> .	S	\$21	=	s	28,308.00	80.00	\$	5,661.60	٤.
Curb and Gutter, Type A (6" Vertical)	20.00	LF	0	\$	\$16	=	s	320.00	1,22	\$	64.00	
Curb and Gutter, Type B (Median)		LF	0	\$	\$13	=	s		-	*		Ţ
Concrete Sidewalk, 4"		SY	<b>@</b>		\$3		\$		-	?		e.
Concrete Sidewalk, 5*	698.00	SY	0		\$48		-	33,504.00	22.00	\$		# 80 .
Concrete Sidewalk, 6"	·	SY	@		\$57		-	00.400,00	80.00	\$	6,700.80	•
Pedestrian Ramp	108.00	SÝ	<b>(</b>	5	\$108		-	11.654.85	(	\$	3.05	*
		٠.	ALL S		3108	-2	-	11,664.00	80.00	\$	2,332.80	*

Cross Pan		SY	@	\$ \$53	=	\$	\$
Curb Chase	n:	EA	@	\$ \$1,300	-	\$	\$ - *
Guardrail Type 3 (W-Beam)		LF	@	\$ \$18	<u>+</u>	\$	\$
`uardrall Type 7 (Concrete)	7	LF	0	\$ \$67	-	\$	\$ .
Jardrail End Anchorage		EA	@	\$ \$1.978	=	\$	\$
Guardrail Impact Attenuator		EA	@	\$ \$3,564	=1	\$	\$ (10)
Sound Barrier Fence		LF	@	\$ \$100	=	\$	*
- Storm Drain Improvements							
Concrete Box Culvert (M Standard) Size ( W x H )		LF	@	\$	=	\$	*
Reinforced Concrete Pipe (RCP) Size		LF	@	<u>\$</u>	=	\$	<u>*</u>
18" Reinforced Concrete Pipe		LF	@	\$ \$69	=	\$	
24" Reinforced Concrete Pipe	293.70	LF	@	\$ \$84	=	\$ 24,670.80	80.00 \$ 4,934.16 *
30" Reinforced Concrete Pipe		LF	@		=	\$	*
36" Reinforced Concrete Pipe		LF	@	\$ \$124	=	\$	\$ <u>\$ ***</u>
42" Reinforced Concrete Pipe		LF	@	\$ \$134	=	\$	*
46" Reinforced Concrete Plps		LF	@	\$ \$178	=	<u>\$</u>	<u>*</u>
54" Reinforced Concrete Pipe		LF	@		=	\$	<u>\$</u>
60" Reinforced Concrete Pipe		LF	<b>@</b>	\$ \$216	_	\$	*
66" Reinforced Concrete Pipe		LF	0		=	<u>s</u>	\$ *
72" Reinforced Concrete Pipe		LF	@		=	\$	\$ =
Corrugated Steel Pipe (CSP) Size		LF	0	<del></del>	=	\$	\$ *
18" Corrugated Steel Pipe		LF	@		=	\$	
24" Corrugated Steel Pipe		LF	ø		=	\$	\$ .
30" Corrugated Steel Pips	0	LF	@	<del> </del>	=	\$	5 -
36" Corrugated Steel Pipe		LF	@	<del></del>	=	\$	\$ *
42" Corrugated Steel Pipe		LF	<b>@</b>		=	\$	*
48" Corrugated Steel Pipe		LF	<b>@</b>		=	\$	*
54" Corrugated Steel Pipe	·	LF	@		=	<u>s</u>	\$ - *
60" Corrugated Steel Pipe		LF	@	9 0227	=	\$	
** Corrugated Steel Pipe		LF	@		=	<u>\$</u>	\$ - *
Corrugated Steel Pipe		LF	@	<u> </u>	-	\$	*
78" Corrugated Steel Pipe		LF	@		=	\$	* *
84" Corrugated Steel Pipe	2.00	LF	<b>@</b>		=	\$ 1.400.00	\$ 700.00
Flared End Section (FES) RCP 24"	2.00	EA	@		=	\$ 1,400.00	80.00 \$ 280.00 *
Flared End Section (FES) CSP		EA	@		5	\$	*
End Treatment- Headwall		EA	@		-	\$	*
End Treatment- Wingwall	0)	EA	<b>@</b>		=	\$	5
End Treatment - Cutoff Wall		EA	@		=	<u>*</u>	*
Curb inlet (Type R) L=5', Depth < 5 feet		EA	<b>@</b>		-	<u>s</u>	*
Curb Inlet (Type R) L=5', 5'-10' Depth		EA	<b>@</b>	\$ \$5,044	2	\$	
Curb inlet (Type R) L =5' , 10'-15' Depth		EA	<b>©</b>		=	-	
Curb inlet (Type R) L =10', Depth < 5 feet	-	EA	<b>@</b>		<u>.</u>	\$	
Curb inlet (Type R) L =10' , 5'-10' Depth		EA	<b>@</b>		=	<u>-</u>	\$ - *
Curb Inlet (Type R) L =10' , 10'-15' Depth		EA EA	@		=	\$	*
Curb Inlet (Type R) L =15', Depth < 5 feet		EA	<b>@</b>	The Company of the Co	_	\$	\$ - *
Curb Inlet (Type R) L =15' , 5'-10' Depth		EA	0		_	\$	•
Curb Inlet (Type R) L =15' , 10'-15' Depth		EA	@		_	\$	\$
Curb Inlet (Type R) L =20', Depth < 5 feet		EA	<b>@</b>		#	\$	\$ .
Curb Inlet (Type R) L =20' , 5'-10' Depth  Curb Inlet (Type R) L =','' Depth		EA	@		=	\$	*
Curb Inlet (Type R) L =, Depth	-	EA	@	1	=	\$	-
	2.00	EA	0	V CONTROL OF THE PARTY OF THE P	<u>=</u>	\$ 6,540.00	80,00 \$ 1,308.00 *
CDOT Inlet (Type 13), < 5' deep	2.00	EA	@		_	\$	\$ - *
Grated fnlet (Type D), < 5' deep Storm Sewer Manhole, Box Base, Depth < 15 feet		EA	<b>@</b>			\$	*
Storm Sewer Manhole, Box Base, Depth < 15 feet	3.00	EA	@		=	\$ 13,725.00	80.00 \$ 2,745.00 *
Geotaxile (Erosion Control)	3.00	SY	<b>@</b>	V	=	\$	\$ = *
The Rap. d50 Size from 6" to 24"		CY	60		=	\$	
Rap, Grouted		CY	@		=	8	
Oralnage Channel Construction, Size ( W x H )		LF	@	-	=	\$	\$ .
Channel Lining. Concrete	1,365.00	CY	@	THE COURSE	=	\$ 13,650.00	\$ 13,650.00 *
						-	

Channel Lining, Rip Rap	GY	<b>@</b>	s -	\$98	=	2		
Channel Lining, Grass	AC	0	5	\$1,287	=	\$	-	 -
Channel Lining, Other Stabilization	 SY	0	\$	53	=	3	-	 
Patention Outlet Structure	EA	<b>@</b>	5		=	\$		 
atention Emergency Spillway	EA	@	\$		=	S		 
Permanent Water Quality Facility (Describe)	EA	@	\$		æ	\$	\$	- 1

Subject to defect warranty financial assurance, DO NOT ENTER MORE THAN 80% COMPLETE. A minimum of 20% to be retained up to finel acceptance process. 
 For flared end sections, multiply pipe LF cost by 6

= 185,060.80

47,932.16 \*\*

Section 2 Subtotal

2

Section 3 - Common Development Improvements (Private or District)***	Quantity	Units			Price				% Complete	Remaining
- Roadway Improvemente			- 2			E. 19				
nclude any applicable items from above Public			0	\$		*	\$			
improvements flat, that are to be private and NOT maintained by El Paso County)			@	\$		=	\$			
• • • •		SY	@	<u>÷</u>	000	=	\$			
Concrete Sidewalk, 4" thick		ST	@	<u>\$</u>	\$38	=	\$			
			@	\$		=	\$		_	
- Storm Drain Improvements										
(Include any applicable items from above Public			@	\$		=	\$			3
Improvements list, that are to be private and NOT			@	\$		ы	\$		3	
maintained by El Paso County)			@	\$		12	\$		_5	
24" HDPE Pipe	512.00	LF		_	\$75	=	\$	38,400.00	100.00	
Grated Inlet (Type C), < 5' deep	1.00	EA	@	\$	\$3,270	=	\$	3,270.00	100.00 \$	
Flared End Section (FES) HDPE 24"	1.00	EA			500	=	\$	500.00	100.00 \$	
Detention Outlet Structure	1.00	EA .	@	\$	5,000	n	\$	5,000.00	100.00 \$	
Detention Emergency Spillway	1.00	EA	@	\$	1,500	=	\$	1,500.00	100.00 _\$	*
Saddle S Headwall	1.00				1,500			1,500.00	100.00 \$	
Rip Rap, d50 Size from 6" to 24"	17.00	CY	<b>@</b>	\$	\$98	=	\$	1,666.00	100.00 \$	
- Water System Improvements			_					<		
Water Main Pipe (PVC), Size 8"	685.00	LF	<b>@</b>	\$	\$94	-	-	64,390.00	100.00 _\$	
Water Main Pipe (Ductile Iron), Size 8"		LF	<b>(b)</b>	\$	\$137	=	*	· · · ·	. \$	
Gate Valves, 8"	2.00	EA	<b>@</b>	\$	\$1,852	=	\$	3,704.00	100.00 \$	
Fire Hydrant Assembly w/ all valves	1.00	EA	<b>(3</b> )	\$	\$6,430	=	-\$	6,430.00	100.00 \$	
Water Service Line Installation, including tap and valves	12.00	EA	<b>@</b>	\$	1,253	=	\$	15,036.00	100.00	
Fire Cistern Installation, complete		EA	<b>(P</b>	_\$_		=	\$		<u>_</u> \$	
- Sanitary Sewer Improvements Sewer Main Pipe (PVC), Size 8"	646.00	LF	<b>@</b>	\$:	\$94	=	. \$	60,724.00	100.00 \$	4)
Sanitary Sewer Manhole, Depth < 15 feet	3,00	EA.	•	\$	\$4,575	=	5	13,725.00	100.00 \$	
Sanitary Service Line Installation, complete	12.00	EA	<b>a</b>	\$	1,516	=	\$	18,192.00	100.00 \$	
Sanitary Sewer Lift Station, complete		EA	ø	\$		=	\$		\$	
- Landscaping (If Applicable) (List is no caping line items and cost - usually only in										
case of subdivision specific condition of approval, or		EA	æ	\$		n	. \$		_ \$	
PUD)		EA	<b>@</b>	\$		=	\$			
		EA	@	\$		=	\$		\$	
		EA	•	\$		=	\$		\$	

<sup>\*\*\*</sup>items in this section are not subject to defect warranty financial assurance

Section 3 Subtotal = \$ 234,037.00

_		
Financial Assurance Totals  As-built drawings - (FLL IN IF THERE ARE ANY PUBLICLY-MAINTAINE	D IMPROVEMENTS) \$_	\$1,500
	Total Construction Financial Assurance	\$464,378.11
'nc. survey to verify detention pond valumes.)	(Sum of all section subtotals)	
	Total Remaining Construction Financial Assurance	54,585.17
	(Sum of all section totals less credit for items complete)	
	Total Defect Warranty Financial Assurance	\$40,491.02
	olic improvements(*) To be collateralized at time of preliminary acceptance)	
(20% of all items identified as pub	olic improvemental ). To be constant and a promise y	
A DE COMMENT		
Sugar at the sugar		
Approvals Control A. Control		
A State of the sta	r the work as shown on the approved Construction Drawings associated with t	he Project.
I hereby certify that this fifth acutifate and complete subsate officests for		
23329 55	8/31/20	
Engineer	Date	
(P.E. Bealla		
CERTIONIN ENGLAND		
Digitally:	signed by G&S Development	
DN: C=U	JS, E=sgratrix@gandsdevelopment.com, Development, Inc.", OU="G&S	
G&S Development Development	ment, Inc.", CN=G&S Development	
Date: 20	20.08.27 13:24:15-06'00'	
A series of Anglicant	Date	
Approved by Owner / Applicant		
	Approved	
Approved by El Paso Couny Engineer / ECM Administrator	By: Elizabeth Nijkamp	
	Date:08/31/2020	

El Paso County Planning & Community Development