



CITY COUNCIL REGULAR MEETING

448 E. 1st Street, Room 190 Salida, Colorado 81201

July 06, 2021 - 6:00 PM

AGENDA

Please register for Regular City Council Meeting

<https://attendee.gotowebinar.com/register/6382995264411204366>

After registering, you will receive a confirmation email containing information about joining the webinar.

To watch live meetings: https://c.streamhoster.com/embed/media/W6sdC9/xAllQfSsmm0/vpfQhcsApYv_5?preview=1

CALL TO ORDER

Pledge of Allegiance

Roll Call

Civility Invocation

1. Civility Invocation

CONSENT AGENDA

2. Approve Agenda

3. Approve June 15, 2021 Meeting Notes

4. Salida Arts Festival

5. Aspen Concert Series

6. Beas Knees Citizens Race & National High School Trail Run

7. Grace Church Service in the Park

CITIZEN COMMENT—Three (3) Minute Time Limit

UNFINISHED BUSINESS / ACTION ITEMS

8. **Ordinance 2021-09** AN ORDINANCE OF THE CITY OF SALIDA, COLORADO, REZONING CERTAIN REAL PROPERTY KNOWN AS 900 J STREET FROM COMMERCIAL (C-1) TO MANUFACTURED HOUSING RESIDENTIAL (R-4) **SECOND READING AND PUBLIC HEARING**

Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting the City Clerk at 448 E. 1st Street, Ste. 112, Salida, CO 81201, Ph. 719-530-2630 at least 48 hours in advance.

- 9. Ordinance 2021-10** AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO AMENDING SECTION 16-13-40 OF THE SALIDA MUNICIPAL CODE CONCERNING IN-LIEU FEES CHOSEN AS AN OPTION FOR SATISFACTION OF THE INCLUSIONARY HOUSING REQUIREMENTS, **SECOND READING AND PUBLIC HEARING**

NEW BUSINESS / ACTION ITEMS

- 10. Resolution 2021-21** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO APPROVING A COORDINATED MAIL BALLOT ELECTION AND ADOPTING THE UNIFORM ELECTION CODE
- 11. Resolution 2021-22** A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO AMENDING THE 2021 FEE SCHEDULES
- 12. Resolution 2021-23** APPROVING DEVELOPMENT IMPROVEMENTS AGREEMENT; SUBDIVISION IMPROVEMENTS AGREEMENT; AND INCLUSIONARY HOUSING AGREEMENT FOR HOLMAN COURT PLANNED DEVELOPMENT AND MAJOR SUBDIVISION
- 13. DECLARATION OF EXTENSION OF STATE OF LOCAL EMERGENCY – COVID-19 ACTION PLAN IMPLEMENTATION**
- 14. Request for Funding- Jane's Place**

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Council Reports

- Critelli, Kasper, Pappenfort, Pollock, Shore, Templeton

Mayor Report

Treasurer Report

Attorney Report

Staff Reports

BOCC Report

EXECUTIVE SESSION

15. For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategies for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)e, and for the purpose of discussing the purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest in accordance with C.R.S. Section 24-6-402(4)(a), with the following additional information for identification purposes – potential real estate acquisitions or transfers
16. For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategies for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)e, and for the purpose of discussing the

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purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest in accordance with C.R.S. Section 24-6-402(4)(a), with the following additional information for identification purposes – eminent domain processes

ADJOURN



City Clerk | Deputy City Clerk

Mayor P.T. Wood

CIVILITY INVOCATION

We are here working together to create a thriving community. It is the intention of the Salida City Council to promote civil communication by adopting the following guidelines for speaking to the public in the City Council Chambers. It is our hope that by acting in this manner we can help create a safe space for people to share their perspectives and opinions:

- We honor the opportunity to be engaged in the process of governance for the benefit of our community.
- We acknowledge that each of us brings a unique perspective to this conversation and that our perspectives may differ.
- We challenge ourselves to value varying points of view and hold all contributions as equally important.
- We understand and accept that while we may sometimes disagree, we can always be courteous and kind.
- We commit to respectful language, avoiding rumor, harsh criticism or personal accusation, even when feeling emotionally charged.
- We will, to best of our ability, speak thoughtfully and listen with attention, respect, and curiosity.
- We are confident that there may be even better solutions than any of us have thought of, which may be discovered through civil conversations.
- We commit to the City of Salida being a hate-free zone and declare and affirm a policy of non-discrimination on the basis of a person's race, color, religion, ancestry, national origin, age, sexual orientation, gender, gender identity, marital status, military or veteran status, socio-economic class, medical condition, or physical or mental disability.



CITY COUNCIL REGULAR MEETING

448 E. 1st Street, Room 190 Salida, Colorado 81201

June 15, 2021 - 6:00 PM

MINUTES

CALL TO ORDER

Pledge of Allegiance

Roll Call

PRESENT

Mayor PT Wood

Council Member Alisa Pappenfort

Council Member Dan Shore

Council Member Harold Kasper

Council Member Jane Templeton

Council Member Justin Critelli

Council Member Mike Pollock

Treasurer Merrell Bergin

Civility Invocation

CONSENT AGENDA

Council Member Pappenfort moved to combine and approve the items on the Consent Agenda, Seconded by Council Member Shore.

Voting Yea: Council Member Pollock, Council Member Critelli, Council Member Shore, Council Member Kasper, Council Member Pappenfort, Council Member Templeton

THE MOTION PASSED.

2. Approve Agenda
3. Approve June 1, 2021 Meeting Minutes
4. Approve 4th of July Community Celebration

Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting the City Clerk at 448 E. 1st Street, Ste. 112, Salida, CO 81201, Ph.719-530-2630 at least 48 hours in advance.

5. Approve Artwalk & Shakespeare in the Park
6. Approve Angel of Shavano Car Show
7. Approve Summer Concert Series

CITIZEN COMMENT—Three (3) Minute Time Limit

Adam Martinez expresses his condolences to recent losses in our community. He expressed disappointment with Council's communication and feels like F Street should be open.

Richard Leavitt thanked Council for reconsidering the position of the F Street plaza closure. He would like open communication between Council and business owners so the business owners on that section can straighten out any problems that may arise.

Extraordinary Teen Council presented on the Student Resource Officer Survey. Their representative looked to Council for support on her role and whether they would like to address the survey. She will be hosting a focus group and circulating the SRO survey with her peers.

- Mayor PT Wood holds a Voice Vote to send the SRO Survey to the School Board for review. Vote passes.

NEW BUSINESS / ACTION ITEMS

Approval of Acceptance of the City of Salida 2020 Comprehensive Annual Financial Report and Board Communication Letter

Council Member Templeton moved to approve the Comprehensive Annual Financial Report and Board Communication Letter as presented, Seconded by Council Member Shore.

Voting Yea: Council Member Templeton, Council Member Shore, Council Member Pollock, Council Member Pappenfort, Council Member Critelli, Council Member Kasper

THE MOTION PASSED.

Approval of Amended City Administrator Employment Agreement

Council Member Templeton moved to accept the Amended City Administrator Employment Agreement, Seconded by Council Member Shore.

Voting Yea: Council Member Shore, Council Member Pappenfort, Council Member Pollock, Council Member Templeton, Council Member Kasper, Council Member Critelli

Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting the City Clerk at 448 E. 1st Street, Ste. 112, Salida, CO 81201, Ph.719-530-2630 at least 48 hours in advance.

THE MOTION PASSED.

Resolution 2021-20 A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO ALLOWING OVERNIGHT CAMPING IN MARVIN PARK FOR THE 2021 GONE TO THE DOGS INC. DOG AGILITY EVENT.

City Clerk, Erin Kelley, explained that a resolution needs to be adopted for overnight camping per the code. Staff recommended approving the resolution.

Templeton asked about whether the current port-a-lets are sufficient and whether they will recycle.

Laura Bussing, Gone to the Dogs, clarified that she will bring port-a-lets and will provide recycling bins.

Council Member Shore moved to approve the resolution, Seconded by Council Member Critelli.

Voting Yea: Council Member Pollock, Council Member Kasper, Council Member Critelli, Council Member Shore, Council Member Templeton, Council Member Pappenfort.

THE MOTION PASSED.

Ordinance 2021-10 AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO AMENDING SECTION 16-13-40 OF THE SALIDA MUNICIPAL CODE CONCERNING IN-LIEU FEES CHOSEN AS AN OPTION FOR SATISFACTION OF THE INCLUSIONARY HOUSING REQUIREMENTS, **FIRST READING AND SETTING A PUBLIC HEARING**

Planner, Bill Almquist, discussed the significant housing challenges that the County and State are experiencing. The Planning Commission determined that the City should act quickly on the fees In-Lieu to specifically address the increasing affordability gap between market rate units and affordable housing unit prices.

Council Member Shore moved to approve the ordinance on first reading and set a public hearing for July 6, 2021, Seconded by Council Member Critelli.

Voting Yea: Council Member Critelli, Council Member Templeton, Council Member Pappenfort, Council Member Kasper, Council Member Pollock, Council Member Shore.

THE MOTION PASSED.

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Critelli thanked Council for being receptive to the survey for the SRO program. He attended the shared risks summit this past week and wanted to emphasize that the data collection piece was an important component of these school programs. He invited Council to attend the Air Show on June 26th.

Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting the City Clerk at 448 E. 1st Street, Ste. 112, Salida, CO 81201, Ph.719-530-2630 at least 48 hours in advance.

Kasper talked about an email Council received about Amplified Sound. He would like to have a simple process to review Amplified Sound, have the public there and find a compromise in a public forum. Shore supported putting it on the agenda.

Pappenfort wished everyone a Happy FIBArk and was looking forward to the Air Show.

Pollock agreed that the sound can get out of control. He brought forward an example of his performance at the Tap House where the horns could be a little too loud.

Shore shared a letter Council received from Michael Kunkel and passed this letter along to the Climate Action Committee, as well. He talked about a group called Clean Harbors, which does hazardous waste clean up events. This event costs around \$18,000 and Shore asked whether we had anything bookmarked for Recycling. Shore also wanted to call attention to a letter from the Colorado Sun about federal and state funds around housing that may be available. Finally, he wants to congratulate Kristen on her promotion to Assistant Finance Director.

Templeton thanked the Finance team for their Audit work.

Wood was looking forward to FIBArk. He wanted to address a rumor that the City cancelled the Memorial Day parade. The City was never approached about that so he was unsure of what happened to that parade but it was not Council or City's decision. After he reviewed the audit report, he believed that it is the time to get the outdoor soaking pools done. Last Tuesday, there was a groundbreaking for the Salida Ridge which will have a huge impact on the community. He also wanted to spend some excess money on fire trucks and to give a shout out to our city workers and contract workers doing outdoor projects in this heat.

Bergin talked about the sales tax report. The finance committee is continuing to fine tune the report to track important indicators to the City. In April, the City's increase was 48.2% greater than April 2020. Our total year to date is 33.8%. We are 35% up from the projected budget year to date. By sector, retail is up 39.8% over last year. Food Services have come back 150% from last year.

The City Attorney had no report.

EXECUTIVE SESSION

For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)e), and for the purpose of discussing the purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest in accordance with C.R.S. Section 24-6-402(4)(a) and the following additional information for identifications purposes, a Right of First Refusal

Council Member Critelli moved to enter Executive Session, Seconded by Council Member Shore.

Voting Yea: Council Member Templeton, Council Member Shore, Council Member Pollock, Council Member Critelli, Council Member Pappenfort, Council Member Kasper

Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting the City Clerk at 448 E. 1st Street, Ste. 112, Salida, CO 81201, Ph.719-530-2630 at least 48 hours in advance.

THE MOTION PASSED.

Council entered Executive Session at 7:19 p.m. and returned to the regular meeting at 7:34 p.m.

ADJOURN

Adjourned at 7:36 p.m.



City Clerk | Deputy City Clerk

Mayor P.T. Wood

Dear City Council,

This is the seventh year of the Salida Arts Festival, as last year was cancelled because of covid-19. Open to the public, July 17th, and July 18th. It will take place at Riverside Park, adjacent to the pedestrian mall. I have rented the park for three days, July 16-18. July 16th will be set up day and not open to the public. They will have their own 10 x10 white canopies. There will be no staking into the ground. I have hired overnight security, Fri and Sat. nights. I will provide trash cans and I will be responsible for making sure the park is clean when we leave. There is no liquor. There will be amplified music (one small amplifier) Sat. and Sun afternoons 12:00-3:00. Red Tischer will be strolling and playing his guitar. No use of stage, or large amplifiers. [REDACTED]

[REDACTED] It seems there are plenty of port a potties, in the area, 2 in park, 2 at scout hut, 2 at boat ramp and multiple restaurants so we do not intend to rent port a potties, unless you mandate it. All of the artists have paid the \$20.00 city vendor license fee which I will collect and give to the city. I believe the show will be a significant source of tax income for the city.

Thank you for your consideration.


Jerry Scavezze

221-3112

JerrySAF1@SalidaArtsFestival.com

3/18/2021

Salida Park Rental & Special Event Form

Salida Park Rental & Special Event Form

This application must be filled out in its entirety and is a request only. Applications can be accepted or rejected.

Applicant/Entity Name (this will be the primary contact for the City) *

Jerry Scavezze

Applicant/Entity Email *

JerrySaf1@SalidaArtsFestival.com

What type of Event are you requesting? *

- Public Event: Free and open to the public eg. concerts/festivals (60-90 days notice)
- Admission Based Event: A paid ticket or reservation is required for entry (60-90 days notice)
- Races: A paid race event that can include walking, running, biking etc (60 days notice)
- Special Occasion: A private event by invitation only eg. celebration/birthday party (14 day notice)
- Tournament (30 days notice)
- Assembly/First Amendment Activity (Recommended 5 business day notice)

3/18/2021

Salida Park Rental & Special Event Form

Event/Activity Name *

Salida Arts Festival

Provide a short description of your activity. Include any website or social media handles associated with the event. *

Outdoor Fine Arts Fair, Free, Open to Public. <80 vendors. Setup Friday, Open to public Sat. Sun.
https://salidaartsfestival.com/ https://www.facebook.com/SalidaArtsFestival
Instagram salida_arts_festival

Desired Location of Event/Activity *

- Riverside Park
- Alpine Park
- Centennial Park
- Chisholm Park
- Chisholm Park Clubhouse
- Thonoff Park
- F street (For parades, walks/runs/bike races)
- Skatepark
- Marvin Park (For Baseball, Softball or Kickball tournaments)
- Centennial Courts (For Tennis or Pickleball Tournaments)
- Other: _____

Estimated number of attendees? *

1000

3/18/2021

Salida Park Rental & Special Event Form

Start date desired *

MM DD YYYY

07 / 16 / 2021

Start Time Desired (please include load in time) *

Time

09 : 00 AM ▼

End date desired *

MM DD YYYY

07 / 18 / 2021

End Time Desired (please include load out time) *

Time

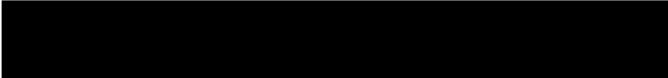
07 : 00 PM ▼

3/18/2021

Salida Park Rental & Special Event Form

Will ANY of these features apply to your event? *

- More than 50 attendees?
- Sell food or merchandise?
- Sell or dispense alcohol? (only allowed for non profit org)
- Use amplified sound?



- Require law enforcement, security or fire professionals?
- Require municipal water or electricity hook ups?
- Require City fencing, road barricades, cones or sprinkler marking?

This form was created inside of City of Salida.

Google Forms

Special Event Application

1. Will any food or merchandise be sold? Yes No
If yes, FOOD AND SALES TAX LICENSES MUST BE OBTAINED. Contact the Colorado Department of Revenue for sales tax licenses at (303) 232-2416, and the Chaffee County Public Health Department for food licenses at (719) 539-2124. Vendors must have a fire extinguisher on site. Vendor booths are subject to inspection by the Salida Police and Fire Departments.

2. Will alcoholic beverages be sold and/or dispensed at your event? Yes No
If yes, please fill out the Application for Special Events Liquor License and submit it along with the necessary fees. A State of Colorado Special Event Liquor License permit is ONLY issued to incorporated non- profit organizations. EVENTS REQUIRING ALCOHOL LICENSES MUST SUBMIT THEIR APPLICATION AT LEAST 90 DAYS IN ADVANCE OF THE EVENT.

3. Will there be amplified sound at your event? Yes No Red Tischer One small Amp. No stage use

4. Are street closures proposed for your event? Yes No
If yes, where and when? _____
If yes, it is your responsibility to circulate and submit a petition signed by abutting residents/merchants as to their support or non-support of the closure.

5. Will you require any law enforcement services specific for your event? Yes No
If yes, for what purpose (security, traffic, parking or public control, Salida Trail System crossings, etc.?)

Dates and times officers needed? _____

Please attach the event's Security Plan.

The City of Salida requires reimbursement for the cost of providing police and safety measures above the standard for the time and date of any event.

6. Where do you plan for people to park for your event?
Across the River at Fst. Turnaround - City lot on 1st St. City Streets

7. Please attach the quote/estimate for your trash service.

8. Do you plan on using any portion of the Salida Trail System (STS)? Yes No

If yes, describe when, how and where:

9. Is your **Emergency Action Plan, including First Aid Stations**, Communication and public safety agencies complete? Yes No

Please attach the plan documents to this application with the details.

10. Have you attached **event insurance**? Yes No *but will have it*
Events to which the PUBLIC is invited require insurance. Please refer to #11 under Provisions for Park Rentals and Park Rules. Proof of insurance will be required with this application and must list the City as an additional insured party.

11. Please attach a **timeline**, with dates and times, for your event

12. Please list any other needs or requirements that have not been covered.

13. Please attach

- a. Map of your event with portalette, entry/exits and additional trash cans called out
- b. Proof of insurance
- c. Quote/estimate for Trash service
- d. Emergency Action Plan
- e. Event Timeline
- f. Sound, Liquor, Street closure, etc permits and applications

Event organizer Signature _____ Date _____

Jerry Scavoy
Jerry Scavoy

5/31/21

Special Event Emergency Action Plan

I, the undersigned, agree to comply with the following Emergency Action Plan to the best of my ability. The first person on this list will be the designated Emergency Manager and will take responsibility for public addresses and instruction to the event participants.

Emergency Manager (1 lead, 2 alternates)	Contact info 1	Contact info 2	Signature
1. Jerry Scaverze	719-221-3112		<i>[Signature]</i>
2. Susan Bethany	719-371-0049		<i>[Signature]</i>
3.			
4. Overnight			

Please complete the following template according to your Events plan and location. The following procedures should be followed in the event of an emergency.

Communications

- The manager or designee will communicate the designated evacuation space to participants at the beginning of the event. *To Their Cars*
- The Emergency Manger will communicate to the event participants in an emergency with a
 - Bull Horn
 - PA system
 - Emergency level voice

Fire

- Call 911
 - Assist injured or disabled personnel.
 - Evacuate the building. Activate emergency shutoffs if available.
 - Attempt to use a fire extinguisher only if you have been trained.
 - Evacuate participant to *Nearest Intersection - Sackett + "F" if mobile.*
- 5) To their cars/Vans away from park*

Medical Emergency

- Identify the medical emergency.
- If life threatening, call 911.
- Administer first aid if properly trained.
- Evacuate the injured person to *[Redacted]*

Violent incident

- Call 911.
- Attempt to avoid the situation - move participants away
- Try to deny contact-evacuate to *Their Vehicles*
- If necessary defend - distract, attack, subdue.

Severe Weather/Natural incident

- Move participants away from threat if possible.
- Evacuate to *Indoor downtown stores/ Restaurants + Their cars*
- Call 911

Urgent Situation (suspicious person, package, activity or bomb threat)

- Call 911.
- State who, what, where, when, why, and how situation occurred.
- If bomb threat, turn off all electronics.



City of Salida
Multiple Vendor Event Permit Application

Date of Application 5/15/21

Event Name: Salida Arts Festival

1. Event location(s): Riverside Park

2. Date(s) & times(s) of event: Sat July 17th 10-5
Sun July 18th 10-4

3. Individual or organization sponsor(s): Scavezze - Bethany Enc dba Salida Arts Festival
Jerry Scavezze
Address: 813 Holiday Hills Blvd, Howard, CO, 81233
Phone: 719-221-3112 E-mail: JerryScav 1@SalidaArts

4. Contact Person: Jerry Scavezze Festival.com
Phone: 719-221-3112 E-mail: Same

5. List Participating Vendors:
REQUIREMENT: PROVIDE A COPY OF THE CURRENT STATE LICENSE FOR EACH VENDOR

(If additional space is needed, please attach a list of participating vendors.)

- 6. Provide Proof of Insurance (The City Administrator, at his or her discretion, may require the City be named as an additional insured.)

Copy of Insurance Attached (Yes or No) yes

Required Fees and Checklist:

\$75 Application Fee

\$20 per participating vendor: Number of Vendors ____ X \$20 = _____

Current Colorado Sales Tax License for each participating vendor

Proof of Insurance

Signed:

Event Sponsor: *Jeff Davis*

City of Salida: _____

Date: 6/14/21

Date: _____

AMPLIFIED SOUND PERMIT

Please fill out form completely, sign and date prior to submission.

Pursuant to Article IX Section 10-9-80 S.M.C., _____ (Permittee) has been granted this permit to exceed the maximum sound levels established in Article IX Section 10-9-80, S.M.C., in accordance with the following terms and conditions:

Permittee: Jerry Scavozze dba Salida Arts Festival

Address: 813 Holiday Hills Blvd.
Howard, Ca 91233

Telephone: 719-221-3112

Individual supervising sound (if different from Permittee): Red Fischer

Activity/event: Salida Arts Festival

Type of sound amplification equipment authorized (if any): One musician (Red Fischer) one small Amp. 12-3 sat-Sun house @ stage

Location: Riverside Park

Date(s): 7/17/21 - 7/18/21


Hours of operation: 10-5 sat 10-4 Sun

Additional terms/conditions (attach additional sheets if necessary): _____

Expiration: _____

This permit will not be issued beyond 10:00 p.m.

The Permittee shall ensure that the sound/activity authorized by this permit shall be conducted in compliance with all applicable City ordinances and regulations, and a failure by the Permittee to do so, or to comply with all terms and conditions set forth hereinabove, may result in the summary revocation of this permit.

Accepted and agreed to by the Permittee: 

Date: 6/14/21

Approved by the City Administrator on the ____ day of _____.

City of Salida: _____ (City Administrator)

Join Salida Concerts on Saturday, July 17th at 6:30 pm in Riverside Park for an evening of music with the American Brass Quintet. Described by *Newsweek* as “the high priests of brass”, the Quintet has nearly 60 recordings to its credit and have played more concerts in Salida than any other group we have had from the Aspen Music Festival and School. We are excited to offer this concert at no cost to the public as a thank you for your continued support of our organization and classical music.

Salida Park Rental & Special Event Form

This application must be filled out in its entirety and is a request only. Applications can be accepted or rejected.

Contact Name *

Mary Sandell

Contact Phone Number *

970-217-0051

Applicant/Entity Email *

mary@salidaconcerts.org

Event/Activity Name *

Salida Aspen Concerts - American Brass Quintet

What type of Event are you requesting? *

Item 5.

- Public Event: Free and open to the public eg. concerts/festivals (60-90 days notice)
- Admission Based Event: A paid ticket or reservation is required for entry (60-90 days notice)
- Races: A paid race event that can include walking, running, biking etc (60 days notice)
- Special Occasion: A private event by invitation only eg. celebration/birthday party (14 day notice)
- Tournament (30 days notice)
- Assembly/First Amendment Activity (Recommended 5 business day notice)

Provide a short description of your activity. Include any website or social media handles associated with the event. *

Salida Aspen Concerts would like to host the American Brass Quintet at the Riverside ampetheater. We usually host a 6 concert season every summer in conjunction with the Aspen Festival and School of Music, however this summer and last were cancelled due to COVID. We recently (just 3 days ago) were approached by Aspen about the possibility of hosting the American Brass Quintet in an outdoor setting. I realize the Riverside Ampetheater usually requiures much more advanced planning but figured due to the unusual circumstances of the world, that there may be a chance of pulling this off.

We have not started advertising for this event as the details are unknown.

Our website is www.salidaaspenconcerts.org and our FB page is <https://www.facebook.com/SalidaAspenConcerts/>

Desired Location of Event/Activity *

Item 5.

- Riverside Park
- Alpine Park
- Centennial Park
- Chisholm Park
- Chisholm Park Clubhouse
- Thonoff Park
- F street (For parades, walks/runs/bike races)
- Skatepark
- Marvin Park (For Baseball, Softball, Kickball tournaments or other uses)
- Centennial Courts (For Tennis or Pickleball Tournaments)
- "S" Mountain
- Another Street in Salida
- Monarch Spur Trail
- Other Trails on City Property
- Whitewater park
- Boatramp
- Other:

Estimated number of attendees? *

100

Start date desired *

MM DD YYYY

07 / 17 / 2021

Start Time Desired (please include load in time) *

Item 5.

Time

03 : 00 PM ▼

End date desired *

MM DD YYYY

07 / 17 / 2021

End Time Desired (please include load out time) *

Time

10 : 30 PM ▼

Will ANY of these features apply to your event? Check all that apply. *

- Have more than 50 attendees?
- Sell food or merchandise?
- Sell or dispense alcohol? (only allowed for non profit org)
- Use amplified sound?
- Need to close a street or right of way?
- Require law enforcement, security or fire professionals?
- Require fencing
- Require municipal water or Electrical hookups
- None of the above

Addendum A

1. Do you plan on using any portion of the Salida Trail System (STS)? Yes ___ No

If yes, describe when, how and where:

2. How many people do you plan to have at your event: _____

3. Will any food or merchandise be sold? Yes ___ No

If yes, FOOD AND SALES TAX LICENSES MUST BE OBTAINED. Contact the Colorado Department of Revenue for sales tax licenses at (303) 232-2416, and the Chaffee County Public Health Department for food licenses at (719) 539-2124. Vendors must have a fire extinguisher on site. Vendor booths are subject to inspection by the Salida Police and Fire Departments.

4. Will alcoholic beverages be sold and/or dispensed at your event?

Yes ___ No

If yes, please fill out the Application for Special Events Liquor License and submit it along with the necessary fees. A State of Colorado Special Event Liquor License permit is ONLY issued to incorporated non-profit organizations. EVENTS REQUIRING ALCOHOL LICENSES MUST SUBMIT THEIR APPLICATION AT LEAST 90 DAYS IN ADVANCE OF THE EVENT.

5. Will there be amplified sound at your event? Yes No ___

6. Are street closures proposed for your event? Yes ___ No

If yes, where and when? _____

7. Will you require any law enforcement services specific for your event? Yes ___

No

If yes, for what purpose (security, traffic, parking or public control, Salida Trail System crossings, etc.?)

Dates and times officers needed? _____

Please attach the event's Security Plan.

The City of Salida requires reimbursement for the cost of providing police and safety measures above the standard for the time and date of any event.

8. **Where do you plan for people to park for your event?**

At riverside park, in the lot across the river (by the cabana) and on the streets.

9. Please explain your **Emergency Action Plan, including First Aid Stations,** Communication and public safety agencies. Please attach additional documents to this application with the details.

See attached

10. Will you need event insurance? Yes No

Events to which the PUBLIC is invited require insurance. Please refer to #11 under Provisions for Park Rentals and Park Rules. Proof of insurance will be required with this application and must list the City as an additional insured party.

11. Please provide a **timeline** for your event

7/17 - 5:30 pm Set up, 6:30 pm Concert, 8:30 pm concert complete & clean up starts. 9:00 pm - Done.

12. Please list any other needs or requirements that have not been covered.

13. Signature Mary Seachell

City of Salida

Special Event Emergency Action Plan

I, the undersigned, agree to comply with the following Emergency Action Plan to the best of my ability. The first person on this list will be the designated Emergency Manager and will take responsibility for public addresses and instruction to the event participants.

Emergency Manager (1 lead, 2 alternates)	Contact info 1	Contact info 2	Signature
1. Mary Sandell	970-217-0051	719-207-4456	<i>Mary Sandell</i>
2. Cheryl Hardy-Moore	970-846-1257		<i>Cheryl Hardy-Moore</i>
3. Grace Merrifette	303-547-2917		<i>Grace Merrifette</i>
4.			

Please complete the following template according to your Events plan and location.

The following procedures should be followed in the event of an emergency.

Communications

1. The manager or designee will communicate the designated evacuation space to participants at the beginning of the event.
2. The Emergency Manger will communicate to the event participants in an emergency with a
 - Bull Horn
 - PA system
 - Emergency level voice

Fire

1. Call 911
2. Assist injured or disabled personnel.
3. Evacuate the building. Activate emergency shutoffs if available.
4. Attempt to use a fire extinguisher only if you have been trained.
5. Evacuate participant to

Medical Emergency

1. Identify the medical emergency.
2. If life threatening, call 911.
3. Administer first aid if properly trained.
4. Evacuate the injured person to HRRMC

Violent incident

1. Call 911.
2. Attempt to avoid the situation – move participants away
3. Try to deny contact-evacuate to Cars and local business
lock/block doors, turn off lights, silence phones.
4. If necessary defend - distract, attack, subdue.

Severe Weather/Natural incident

1. Move participants away from threat if possible.
2. Evacuate to Cars/Homes/local business
3. Call 911

Urgent Situation (suspicious person, package, activity or bomb threat)

1. Call 911.
2. State who, what, where, when, why, and how situation occurred.
3. If bomb threat, turn off all electronics.

CITY OF SALIDA

Permit #: _____

AMPLIFIED SOUND PERMIT

Please fill out form completely, sign and date prior to submission.

Pursuant to Article IX Section 10-9-80 S.M.C., Salida Concerts, Inc. (Permittee) has been granted this permit to exceed the maximum sound levels established in Article IX Section 10-9-80, S.M.C., in accordance with the following terms and conditions:

Permittee: Salida Concerts, Inc

Address: PO Box 13, Salida CO 81201

Telephone: 719 - 207-4456

Individual supervising sound (if different from Permittee): _____

Activity/event: American Brass Quintet Concert

Type of sound amplification equipment authorized (if any): PA System

Location: Riverside Bandshell

Date(s): July 17th 2021

Hours of operation: 3:00 - 9:30 pm

Additional terms/conditions (attach additional sheets if necessary): _____

Expiration: _____

This permit will not be issued beyond 10:00 p.m.

The Permittee shall ensure that the sound/activity authorized by this permit shall be conducted in compliance with all applicable City ordinances and regulations, and a failure by the Permittee to do so, or to comply with all terms and conditions set forth hereinabove, may result in the summary revocation of this permit.

Accepted and agreed to by the Permittee: Mary Sandhill

Date: 6/14/2021

Approved by the City Administrator on the _____ day of _____.

City of Salida: _____ (City Administrator)

Copies to: Police ___ Public Works ___ Fire ___ City Clerk ___ City Zoning ___
January, 2009 Amplified Sound Permit

The National High School Trail Championship (NHSTC) is a trail race for high school athletes. The fourth running of the NHSTC will be held on Saturday, July 24, 2021 in Salida, Colorado. The race will feature switchbacks, climbs, descents and rocks to give athletes the opportunity to showcase their strength, finesse and trail running prowess.

WHAT: Featuring switchbacks, climbs and descents, it doesn't get any more trail than this - and they don't call it the Rocky Mountains for nothing. Race distance is 5.4 miles.

WHEN: The race is Saturday, July 24, 2021, on the Salida Mountain Trails system. The Beas Knees Citizens race starts at 7:20 a.m. The Boys' Championship starts at 8:20 a.m. and the Girls' Championship starts at 8:45 a.m.

WHO: The NHSTC is open to all current high school athletes and is extended to include incoming freshman and 2021 high school graduates. There is no qualifying race for the NHSTC. However, due to course limitations, we will cap the race sizes when we hit our maximum numbers. The NHSTC will crown a team champion and individual champion for the girls and boys.

There is an individual competition and also a category for a three person team competition. To be considered for the team championship, all team members must attend the same high school. All racers on teams will also be eligible for individual awards. Teams of three to five individuals may register under a club name. We will score the top three competitors from each team.

WHERE: Salida, Colorado, specifically, on the Salida Mountain Trails system. To check out Salida Mountain Trails, go to <http://salidamountaintrails.org>.

THE RACE

The NHSTC will begin and end near the Arkansas River by downtown Salida, Colorado on Saturday, July 24, 2021.

Elevation of the start and finish comes in at 7,057 feet and the high point of the course will top out at 7,558. The planned route will cover 5.4 miles. There will be ample opportunity for passing during the first 1.85 miles of the route. Racers will begin their NHSTC experience by following a dirt road for approximately .7 mile. This will allow room for the race to spread out before hitting trail.

Salida Park Rental & Special Event Form

This application must be filled out in its entirety and is a request only. Applications can be accepted or rejected.

Applicant/Entity Name (this will be the primary contact for the City) *

Kenny Wilcox/Salida High School

Applicant/Entity Email *

kenny.wilcox4@gmail.com

What type of Event are you requesting? *

- Public Event: Free and open to the public eg. concerts/festivals (60-90 days notice)
- Admission Based Event: A paid ticket or reservation is required for entry (60-90 days notice)
- Races: A paid race event that can include walking, running, biking etc (60 days notice)
- Special Occasion: A private event by invitation only eg. celebration/birthday party (14 day notice)
- Tournament (30 days notice)
- Assembly/First Amendment Activity (Recommended 5 business day notice)

Event/Activity Name *

Beas Knees Citizens' Race and National High School Trail Championships

Provide a short description of your activity. Include any website or social media handles associated with the event. *

The 5th annual Beas Knees and National High School Trail Championships are aimed at July 24, 2021. The Arkansas Hills trail system will lead athletes up and down the trails before finishing in Riverside Park. The Beas Knees is held in honor of the late Brett Beasley.

Desired Location of Event/Activity *

- Riverside Park
- Alpine Park
- Centennial Park
- Chisholm Park
- Chisholm Park Clubhouse
- Thonoff Park
- F street (For parades, walks/runs/bike races)
- Skatepark
- Marvin Park (For Baseball, Softball or Kickball tournaments)
- Centennial Courts (For Tennis or Pickleball Tournaments)
- Other:

Estimated number of attendees? *

200

Start date desired *

MM DD YYYY

07 / 24 / 2021

Start Time Desired (please include load in time) *

Time

06 : 00 AM ▼

End date desired *

MM DD YYYY

07 / 24 / 2021

End Time Desired (please include load out time) *

Time

11 : 00 AM ▼

Will ANY of these features apply to your event? *

- More than 50 attendees?
- Sell food or merchandise?
- Sell or dispense alcohol? (only allowed for non profit org)
- Use amplified sound?
- Need to close a street or right of way?
- Require law enforcement, security or fire professionals?
- Require municipal water or electricity hook ups?
- Require City fencing, road barricades, cones or sprinkler marking?

This form was created inside of City of Salida.

Google Forms

Addendum A

For Applications B and C

1. Do you plan on using any portion of the **Salida Trail System (STS)**? Yes _____ No _____
If yes, describe when, how and where: _____

2. Will any **food or merchandise** be sold? Yes _____ No _____
If yes, **FOOD AND SALES TAX LICENSES MUST BE OBTAINED.** Contact the Colorado Department of Revenue for sales tax licenses at (303) 232-2416, and the Chaffee County Public Health Department for food licenses at (719) 539-2124.
Vendors must have a fire extinguisher on site. Vendor booths are subject to inspection by the Salida Police and Fire Departments.
3. Will **alcoholic beverages** be sold and/or dispensed at your event? Yes _____ No _____
If yes, please fill out the **Application for Special Events Permit** and submit it along with the necessary fees. **A State of Colorado Special Event Liquor License permit is ONLY issued to incorporated non-profit organizations. EVENTS REQUIRING ALCOHOL LICENSES MUST SUBMIT THEIR APPLICATION AT LEAST 90 DAYS IN ADVANCE OF THE EVENT.**
4. Are **street closures** proposed for your event? Yes _____ No _____
If yes, where and when? _____
If yes, it is your responsibility to circulate and submit a petition signed by abutting residents/merchants as to their support or non-support of the closure.
5. Will you require any **law enforcement services** specific for your event? Yes _____ No _____
If yes, for what purpose (security, traffic, parking or public control, Salida Trail System crossings, etc.?)

Dates and times officers needed? _____
6. Where do you plan for people to **park** for your event? Parking in lots north of F St. bridge and around Riverside Park
7. For large events, please explain your **Emergency Action Plan, including First Aid Stations, Communication and public safety agencies. Attach an additional sheet if needed.**
The school will provide one or more athletic trainers for this event. Additionally, we plan to additional medical professionals onsite to assist with any medical needs that may arise.
8. Will you need **event insurance**? Yes _____ No _____
Events to which the PUBLIC is invited require insurance. **Please refer to #11 under Provisions for Park Rentals and Park Rules. Proof of insurance will be required with this application and must list the City as an additional insured party.** The Salida School District will list the City of Salida as additionally insured.
9. Please list any other needs or requirements that have not been covered. _____



SALISCH-01

KCAM Item 6.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/1/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

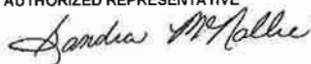
PRODUCER CB Insurance, LLC (719) 228-1070 1 South Nevada Ave., Suite 230 Colorado Springs, CO 80903	CONTACT NAME: Kori Campbell, CIC	
	PHONE (A/C, No, Ext): (719) 477-4281	FAX (A/C, No):
E-MAIL ADDRESS: kori.campbell@centralbancorp.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: National Union Fire Ins Co of Pitts PA		19445
INSURER B: Pinnacol Assurance		41190
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GPNU-EP-0017317-00	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			GPNU-EP-0017317-00	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			GPNU-EP-0017317-00	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A	4043913	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Salida 448 E. 1st Street, Suite 112 Salida, CO 81201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

AMPLIFIED SOUND PERMIT

Please fill out form completely, sign and date prior to submission.

Pursuant to Article IX Section 10-9-80 S.M.C., _____ (Permittee) has been granted this permit to exceed the maximum sound levels established in Article IX Section 10-9-80, S.M.C., in accordance with the following terms and conditions:

Permittee: Salida School District

Address: 310 E. 9th Street

Telephone: 719-530-5200

Individual supervising sound (if different from Permittee): Kenny Wilcox

Activity/event: Beas Knees Citizens Race and National High School Trail Championships

Type of sound amplification equipment authorized (if any): Portable sound system.

Location: Riverside Park Bandshell

Date(s): 7.24.21

Hours of operation: 7 a.m. to 10:30 a.m.

Additional terms/conditions (attach additional sheets if necessary): Actual hours for
sound amplified sound use will be from 7 a.m. to 10:30 a.m.

Expiration: _____

This permit will not be issued beyond 10:00 p.m.

The Permittee shall ensure that the sound/activity authorized by this permit shall be conducted in compliance with all applicable City ordinances and regulations, and a failure by the Permittee to do so, or to comply with all terms and conditions set forth hereinabove, may result in the summary revocation of this permit.

Accepted and agreed to by the Permittee: Kenny Wilcox

Date: 10.27.20

Approved by the City Administrator on the ____ day of _____.

City of Salida: _____ (City Administrator)

GRACE CHURCH OUTDOOR WORSHIP SERVICE

Grace Church's annual park service begins @ 10AM with set-up commencing around 7:30AM. The service will include worship, a sermon, possibly several baptisms in the river and a picnic lunch afterward. Attendance is estimated at 250 people. The entire service (including clean-up) should conclude around 2PM. Grace Church will make arrangements with CP's Portables for port-a-potties for the event; we will provide our own trash receptacles, sound equipment, tables and chairs; and we will be using our church Security Team for the event.

Salida Park Rental & Special Event Form

This application must be filled out in its entirety and is a request only. Applications can be accepted or rejected.

Contact Name *

Danielle Potter

Applicant/Entity Email *

office@gracechurchsalida.com

Phone Number *

7195392693

What type of Event are you requesting? *

- Public Event: Free and open to the public eg. concerts/festivals (60-90 days notice)
- Admission Based Event: A paid ticket or reservation is required for entry (60-90 days notice)
- Races: A paid race event that can include walking, running, biking etc (60 days notice)
- Special Occasion: A private event by invitation only eg. celebration/birthday party (14 day notice)
- Tournament (30 days notice)
- Assembly/First Amendment Activity (Recommended 5 business day notice)

Event/Activity Name *

Grace Church Park Service

Provide a short description of your activity. Include any website or social media handles associated with the event. *

Church service

Desired Location of Event/Activity *

- Riverside Park
- Alpine Park
- Centennial Park
- Chisholm Park
- Chisholm Park Clubhouse
- Thonoff Park
- F street (For parades, walks/runs/bike races)
- Skatepark
- Marvin Park (For Baseball, Softball or Kickball tournaments)
- Centennial Courts (For Tennis or Pickleball Tournaments)
- Other:

Estimated number of attendees? *

250

Item 7.

Start date desired *

MM DD YYYY

08 / 01 / 2021

Start Time Desired (please include load in time) *

Time

07 : 30 AM ▼

End date desired *

MM DD YYYY

08 / 01 / 2021

End Time Desired (please include load out time) *

Time

02 : 00 PM ▼

Will ANY of these features apply to your event? *

- More than 50 attendees?
- Sell food or merchandise?
- Sell or dispense alcohol? (only allowed for non profit org)
- Use amplified sound?
- Need to close a street or right of way?
- Require law enforcement, security or fire professionals?
- None of the above

This form was created inside of City of Salida.

Google Forms

Addendum A

1. Do you plan on using any portion of the Salida Trail System (STS)? Yes ___ No

If yes, describe when, how and where:

2. How many people do you plan to have at your event: 250

3. Will any food or merchandise be sold? Yes ___ No

If yes, FOOD AND SALES TAX LICENSES MUST BE OBTAINED. Contact the Colorado Department of Revenue for sales tax licenses at (303) 232-2416, and the Chaffee County Public Health Department for food licenses at (719) 539-2124. Vendors must have a fire extinguisher on site. Vendor booths are subject to inspection by the Salida Police and Fire Departments.

4. Will alcoholic beverages be sold and/or dispensed at your event?

Yes ___ No

If yes, please fill out the Application for Special Events Liquor License and submit it along with the necessary fees. A State of Colorado Special Event Liquor License permit is ONLY issued to incorporated non- profit organizations. EVENTS REQUIRING ALCOHOL LICENSES MUST SUBMIT THEIR APPLICATION AT LEAST 90 DAYS IN ADVANCE OF THE EVENT.

5. Will there be amplified sound at your event? Yes No ___

6. Are street closures proposed for your event? Yes ___ No

If yes, where and when? _____

7. Will you require any law enforcement services specific for your event? Yes ___

No

If yes, for what purpose (security, traffic, parking or public control, Salida Trail System crossings, etc.?)

Dates and times officers needed? _____

Please attach the event's Security Plan.

The City of Salida requires reimbursement for the cost of providing police and safety measures above the standard for the time and date of any event.

8. Where do you plan for people to park for your event?

Surrounding Streets

9. Please explain your **Emergency Action Plan, including First Aid Stations,** Communication and public safety agencies. Please attach additional documents to this application with the details.

Emergency Action Plan is to evacuate to the Scout Hut area in the event of an emergency. Announcements to be communicated by PA system. Security Team personnel to administer First Aid if necessary.

10. Will you need event insurance? Yes No

Events to which the PUBLIC is invited require insurance. Please refer to #11 under Provisions for Park Rentals and Park Rules. Proof of insurance will be required with this application and must list the City as an additional insured party.

11. Please provide a **timeline** for your event

<u>SUNDAY, AUGUST 1st</u>	
<u>7:30AM - 9:30AM: Set up</u>	<u>11:30AM - 1:30PM: Picnic Lunch</u>
<u>10AM - 11:30AM: Service / Baptisms</u>	<u>1:30PM - 2:30PM: Clean up</u>

12. Please list any other needs or requirements that have not been covered.

N/A

13. Signature [Handwritten Signature]

CITY OF SALIDA

Permit #: _____

AMPLIFIED SOUND PERMIT

Please fill out form completely, sign and date prior to submission.

Pursuant to Article IX Section 10-9-80 S.M.C., GRACE CHURCH (Permittee) has been granted this permit to exceed the maximum sound levels established in Article IX Section 10-9-80, S.M.C., in accordance with the following terms and conditions:

Permittee: GRACE CHURCH

Address: 1320 D ST., P.O. Box 100, SALIDA, CO 81201

Telephone: 719-539-2603

Individual supervising sound (if different from Permittee): GRACE A/V TEAM

Activity/event: CHURCH SERVICE

Type of sound amplification equipment authorized (if any): instruments, speakers, microphones

Location: RIVERSIDE PARK / BANDSHELL

Date(s): 06/27/21 and 08/01/21

Hours of operation: 7:30AM - 2PM

Additional terms/conditions (attach additional sheets if necessary):

Expiration:

This permit will not be issued beyond 10:00 p.m.

The Permittee shall ensure that the sound/activity authorized by this permit shall be conducted in compliance with all applicable City ordinances and regulations, and a failure by the Permittee to do so, or to comply with all terms and conditions set forth hereinabove, may result in the summary revocation of this permit.

Accepted and agreed to by the Permittee:

Date:

Approved by the City Administrator on the ___ day of _____.

City of Salida: _____ (City Administrator)

Copies to: Police ___ Public Works ___ Fire ___ City Clerk ___ City Zoning ___



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) **Item 7.**
06/0

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Church Mutual Insurance Company 3000 Schuster Lane P.O. Box 357 Merrill WI 54452		CONTACT NAME: Yvette R Chieves PHONE (A/C, No, Ext): 1-800-554-2642 Option 1 FAX (A/C, No): 855-264-2329 E-MAIL ADDRESS: customerservice@churchmutual.com	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
INSURED GRACE CHURCH SALIDA 1320 D ST SALIDA CO 31201-2746		INSURER A: Church Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N		0083445-02-007419	07/06/2019	07/06/2022	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Liability Insurance for a Worship Services and Picnics at Riverside Park, Sackett and F Streets, Salida, CO on 08/01/21, saap551

CERTIFICATE HOLDER**CANCELLATION**

CITY OF SALIDA 448 E FIRST ST SALIDA CO 81201-2804	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Yvette Chieves</i>

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CITY COUNCIL ACTION FORM

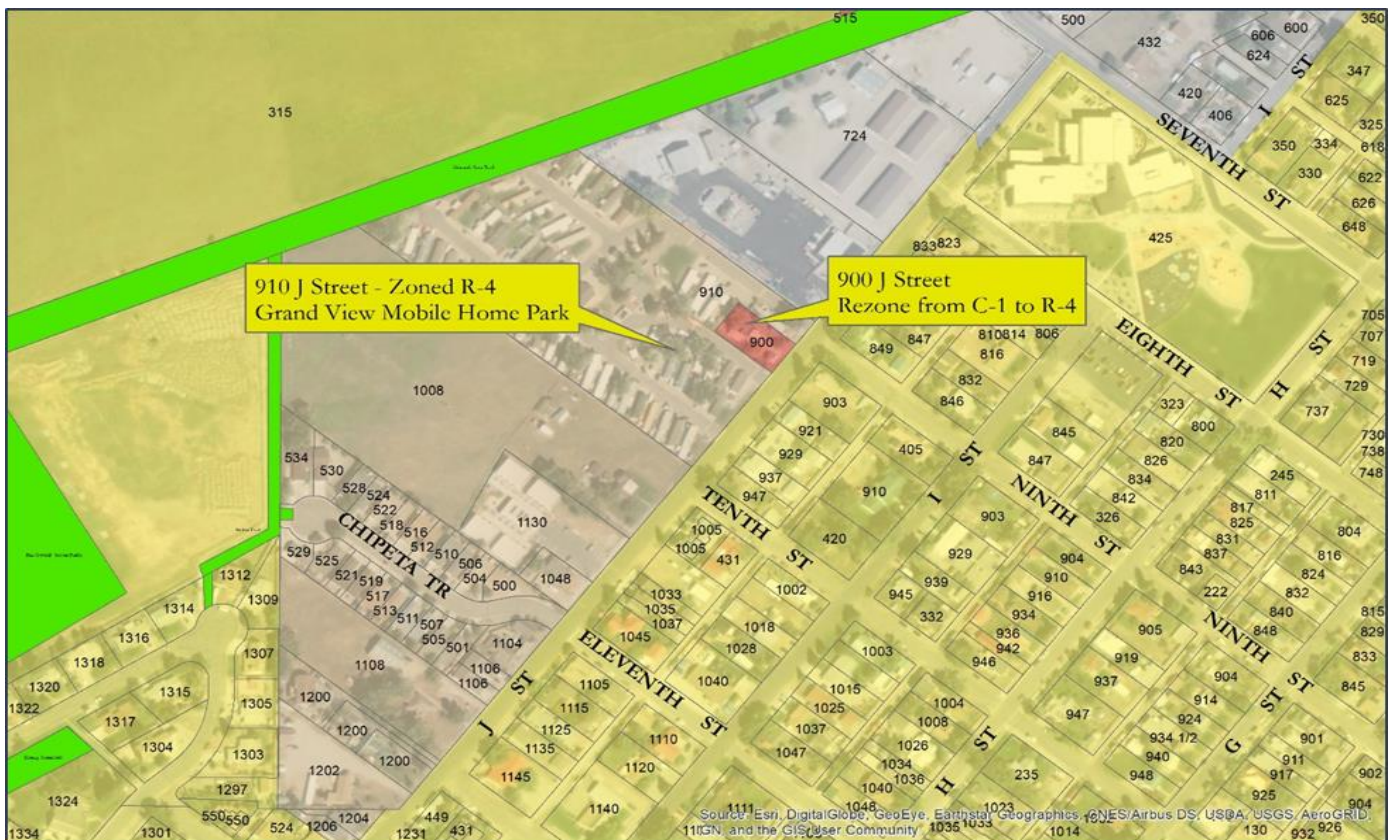
Department Community Development	Presented by Kristi Jefferson - Planner	Date July 6, 2021
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ITEM

Ordinance 2021-09 – Second Reading and Public Hearing for the Rezoning of the property located at 900 J Street from Commercial (C-1) to Manufactured Housing Residential (R-4).

BACKGROUND

The applicant and property owner, Landon Vigil, is requesting approval to rezone the .24 acre parcel located at 900 J Street from Commercial (C-1) to Manufactured Housing Residential (R-4). A Conceptual Review Meeting with the Planning Commission and City Council occurred on April 19, 2021. The Planning Commission reviewed the major impact review and held a public hearing on May 24, 2021.



The property surrounding this parcel include the Grand View Mobile Home Park which is located within the Manufactured Housing Residential (R-4) zone district and properties across the street are within the Medium Density (R-2) zone district.



CITY COUNCIL ACTION FORM

Department Community Development	Presented by Kristi Jefferson - Planner	Date July 6, 2021
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This parcel was annexed into the City in January 1981 and at that time was zoned as Commercial (C-1).

The applicant is requesting the (R-4) zone district in order to combine the parcel with the adjacent mobile home park. The applicant intends on submitting an application for Administrative Review approval to eliminate the lot lines of the 10,454 square foot parcel to combine it into the Park. The existing home will be removed and mobile homes placed within the Park.

REVIEW STANDARDS FOR MAP AMENDMENTS 16-4-210(c):

1. Consistent with Comprehensive Plan. The proposed amendment shall be consistent with the Comprehensive Plan.
 - The purpose of the Land Use Plan within the Comprehensive Plan is to specify locations in and around Salida where various land uses and intensities of use will be encouraged. The proposal supports these goals. The Comprehensive Plan Land Use map shows this property as High Density residential.

2. Consistency with Purpose of Zone District. The proposed amendment shall be consistent with the purpose of the zone district to which the property is to be designated.
 - The applicant is requesting a zone district designation of the subject property of Manufactured Housing Residential (R-4). The purpose of the Manufactured Housing Residential (R-4) zone district is to provide for relatively high density manufactured housing, mobile home residences and mobile home parks.
 - The applicant owns the adjoining mobile home park and in the future will incorporate the 900 J Street parcel within the mobile home park and add more mobile homes which is consistent with the R-4 zone district.

3. Compatibility with Surrounding Zone Districts and Uses. The development permitted by the proposed amendment shall be compatible with surrounding zone districts, land uses and neighborhood character.
 - This parcel is surrounded by the (R-4) and (R-2) zone districts. Rezoning the parcel from Commercial (C-1) to Manufactured Housing (R-4) is compatible with the surrounding zoned properties. The proposed use to combine this parcel with the mobile home park is compatible with the surrounding uses.



CITY COUNCIL ACTION FORM

Department Community Development	Presented by Kristi Jefferson - Planner	Date July 6, 2021
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4. Changed Conditions or Errors. The applicant shall demonstrate that conditions affecting the subject parcel or the surrounding neighborhood have changed, or that due to incorrect assumptions or conclusions about the property, one (1) or more errors in the boundaries shown on the Official Zoning Map have occurred.

- This application for rezoning is a result of the applicant’s desire to be able to incorporate the parcel with the adjoining mobile home park and add more mobile homes which is allowed within the in (R-4) zone district.

REVIEW AGENCY COMMENTS:

Finance Department – Renee Thonhoff– No issues for Salida Utilities, 900 J Street currently has 1 water and 1 sewer tap.

Fire Department – Assistant Fire Chief, Kathy Rohrich – Fire Department has no concerns at this time.

Police Department – Chief Russ Johnson – No issues with PD, makes sense.

Public Works Department – David Lady – No concerns.

FISCAL NOTE None

PLANNING COMMISSION RECOMMENDATION The Planning Commission reviewed the Major Impact Review application for the Rezone request and held a public hearing on May 24, 2021. The Commission recommended City Council approve the request to rezone the 900 J Street property from Commercial (C-1) to Manufacture Housing Residential.

STAFF RECOMMENDATION

Staff recommends the City Council approve the Major Impact Review application to Rezone the property at 900 J Street.

SUGGESTED MOTION

A Council person should make a motion “to approve Ordinance 2021-09 on second reading.”

Attachments:

Ordinance 2021-09

Application materials

**CITY OF SALIDA, COLORADO
ORDINANCE NO. 09
SERIES OF 2021**

AN ORDINANCE OF THE CITY OF SALIDA, COLORADO, REZONING CERTAIN REAL PROPERTY KNOWN AS 900 J STREET FROM COMMERCIAL (C-1) TO MANUFACTURED HOUSING RESIDENTIAL (R-4)

WHEREAS, Landon Vigil (“Petitioner”) is the owner of a certain tract of land located in the City of Salida, at 900 J Street, described on Exhibit A attached hereto and incorporated herein by reference (hereinafter the “Property”); and

WHEREAS, pursuant to Section 16-4-210(a) of the Salida Municipal Code, Petitioner filed an application to re-zone the Property from Commercial (C-1) to Manufactured Housing Residential (R-4), and on May 24, 2021, the City of Salida Planning Commission considered the zoning application for the Property and recommended that the City Council zone the Property Manufactured Residential Housing (R-4); and

WHEREAS, as required by the Salida Municipal Code, a public hearing on the rezoning application for the Property was held on May 24, 2021 by the Planning Commission who found that the review standards for rezoning were met and made a recommendation of City Council approval; and

WHEREAS, after the positive recommendation was forwarded to the City Council, a public hearing was held by the Salida City Council on July 6, 2020.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, THAT:

1. The aforementioned recitals are hereby fully incorporated herein.
2. The Property described on Exhibit A is hereby zoned Manufactured Housing Residential District (R-4).
3. Promptly following adoption of this Ordinance, the City Administrator shall cause the terms of this Ordinance to be incorporated into the Official Zoning Map of the City pursuant to Section 16-4-210 of the Salida Municipal Code. The signed original copy of the Zoning Map shall be filed with the City Clerk. The Clerk shall also record a certified copy of this Ordinance with the Chaffee County Clerk and Recorder. The City staff is further directed to comply with all provisions of the Salida Land Use Regulations, SMC §16-1-10, *et seq.*, to implement the provisions of this Ordinance.

INTRODUCED ON FIRST READING, on June 01, 2021, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the City of Salida by the City Council on the ____ day of _____, 2021 and set for second reading and public hearing on the 6th day of July 2021.

INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED
PUBLISHED BY TITLE ONLY, by the City Council on the _____ day of July, 2021.

CITY OF SALIDA, COLORADO

P.T. Wood, Mayor

[SEAL]

ATTEST:

City Clerk/Deputy Clerk

EXHIBIT A

A tract of land in the Northwest quarter of the Northwest quarter (NW ¼ NW ¼) of Section 5, Township 49 North, Range 9 East, of the New Mexico Principal Meridian, Chaffee County, Colorado, described as follows:

Commencing at the intersection of the Extension of the Northeasterly sideline of 9th Street and the Northwesterly side lot line of "J" Street, according to the plat of Roller's Addition to the City of Salida, as filed for record on December 29, 1906;

thence Southwesterly, along the Northwesterly sideline of "J" Street, 60.5 feet to the point of beginning of the tract herein described;

thence from said point of beginning, Northwesterly parallel to 9th Street, 140.0 feet;

thence Southwesterly parallel to "J" Street, 75.0 feet;

thence Southeasterly parallel to 9th Street, 140.0 feet to the said Northwesterly sideline of "J" Street;

thence Northeasterly along the Northwesterly sideline of "J" Street, 75.0 feet to the point of beginning.

Also known by street address as: 900 J Street
and Assessor's schedule or parcel no.: 380705200280



GENERAL DEVELOPMENT APPLICATION

448 East First Street, Suite 112
Salida, CO 81201
Phone: 719-530-2626 Fax: 719-539-5271
Email: planning@cityofsalida.com

1. TYPE OF APPLICATION (Check-off as appropriate)

- | | |
|--|--|
| <input type="checkbox"/> Annexation | <input type="checkbox"/> Administrative Review:
(Type) _____ |
| <input type="checkbox"/> Pre-Annexation Agreement | |
| <input type="checkbox"/> Variance | |
| <input type="checkbox"/> Appeal Application | <input checked="" type="checkbox"/> Limited Impact Review:
(Type) <u>Rezoning</u> _____ |
| <input type="checkbox"/> Certificate of Approval | |
| <input type="checkbox"/> Creative Sign Permit | <input checked="" type="checkbox"/> Major Impact Review:
(Type) <u>Rezoning</u> _____ |
| <input type="checkbox"/> Historic Landmark/District | |
| <input type="checkbox"/> License to Encroach | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Text Amendment to Land Use Code | |
| <input type="checkbox"/> Watershed Protection Permit | |
| <input type="checkbox"/> Conditional Use | |

2. GENERAL DATA (To be completed by the applicant)

A. Applicant Information

Name of Applicant: Grand View Park LLC

Mailing Address: P.O. Box 508, Aspen, CO 81612

Telephone Number: 970-379-8242 FAX: _____

Email Address: landondeane@gmail.com

Power of Attorney/ Authorized Representative: _____
(Provide a letter authorizing agent to represent you, include representative's name, street and mailing address, telephone number, and FAX)

B. Site Data

Name of Development: Grand View Park

Street Address: 900 J. St. Salida, CO 81201

Legal Description: Lot _____ Block _____ Subdivision _____ (attach description)

Disclosure of Ownership: List all owners' names, mortgages, liens, easements, judgments, contracts and agreements that run with the land. (May be in the form of a current certificate from a title insurance company, deed, ownership and encumbrance report, attorney's opinion, or other documentation acceptable to the City Attorney)

I certify that I have read the application form and that the information and exhibits herewith submitted are true and correct to the best of my knowledge.

Signature of applicant/agent London Vigil Date 3/10/21

Signature of property owner _____ Date _____

Grand View Park

Item 8.

City of Salida

448 East First Street, Suite 112

Salida, CO 81201

719-530-2626

To Whom It May Concern:

I am the owner of Grand View Park, the mobile home park located at 910 J. St., and property located at 900 J. St. I would like to rezone the 900 J. St. property from Commercial (C-1) to Manufactured Housing Residential (R-4), so that it matches my mobile home park. My eventual plan is to dissolve the lot lines and make that parcel one with the rest of the Park.

Thank you.

Landon Vigil

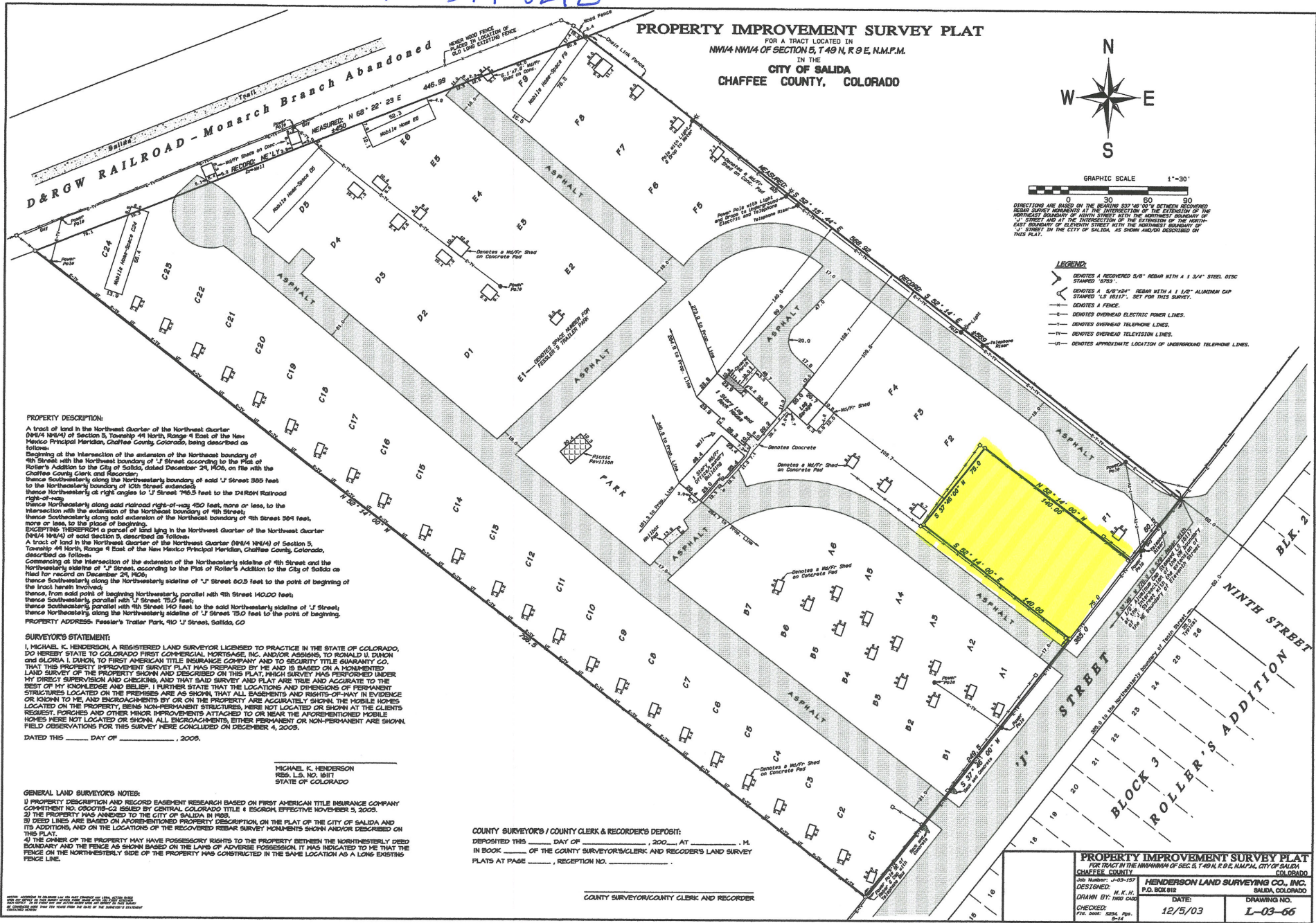
Sole member Grand View Park LLC

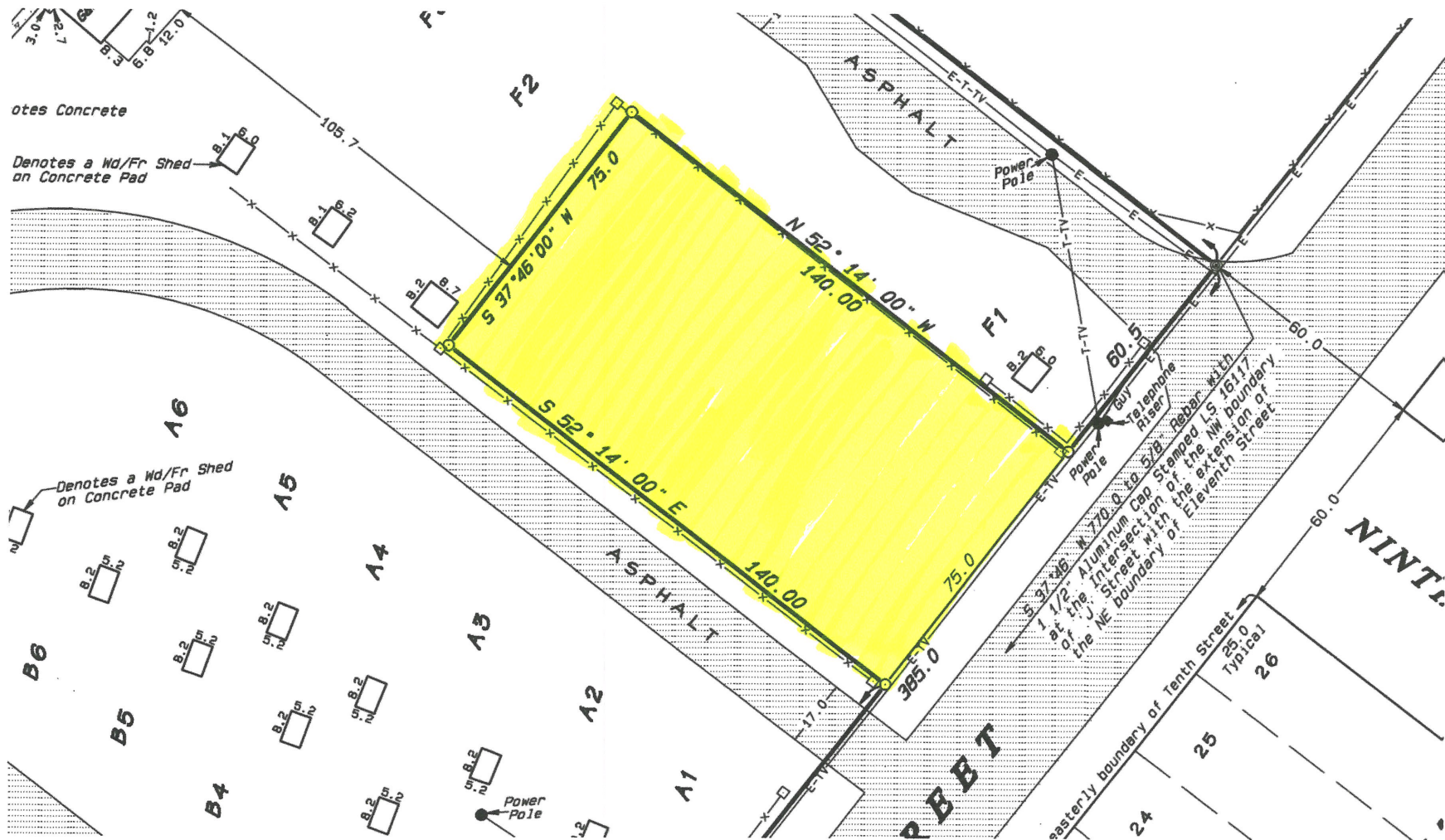
Owner Grand View Park

900 J St - rezoning

Grand View Park - Landon Vigil
P.O. Box 508, Aspen, CO 81612
970-379-8242

Item 8.





900 J St. - rezoning
 Grand View Park
 Landon Vigil
 P.O. Box 508, Aspen, CO 81612
 970-379-8242

**CITY OF SALIDA, COLORADO
ORDINANCE NO. 09
SERIES OF 2021**

AN ORDINANCE OF THE CITY OF SALIDA, COLORADO, REZONING CERTAIN REAL PROPERTY KNOWN AS 900 J STREET FROM COMMERCIAL (C-1) TO MANUFACTURED HOUSING RESIDENTIAL (R-4)

WHEREAS, Landon Vigil (“Petitioner”) is the owner of a certain tract of land located in the City of Salida, at 900 J Street, described on Exhibit A attached hereto and incorporated herein by reference (hereinafter the “Property”); and

WHEREAS, pursuant to Section 16-4-210(a) of the Salida Municipal Code, Petitioner filed an application to re-zone the Property from Commercial (C-1) to Manufactured Housing Residential (R-4), and on May 24, 2021, the City of Salida Planning Commission considered the zoning application for the Property and recommended that the City Council zone the Property Manufactured Residential Housing (R-4); and

WHEREAS, as required by the Salida Municipal Code, a public hearing on the rezoning application for the Property was held on May 24, 2021 by the Planning Commission who found that the review standards for rezoning were met and made a recommendation of City Council approval; and

WHEREAS, after the positive recommendation was forwarded to the City Council, a public hearing was held by the Salida City Council on July 6, 2020.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, THAT:

1. The aforementioned recitals are hereby fully incorporated herein.
2. The Property described on Exhibit A is hereby zoned Manufactured Housing Residential District (R-4).
3. Promptly following adoption of this Ordinance, the City Administrator shall cause the terms of this Ordinance to be incorporated into the Official Zoning Map of the City pursuant to Section 16-4-210 of the Salida Municipal Code. The signed original copy of the Zoning Map shall be filed with the City Clerk. The Clerk shall also record a certified copy of this Ordinance with the Chaffee County Clerk and Recorder. The City staff is further directed to comply with all provisions of the Salida Land Use Regulations, SMC §16-1-10, *et seq.*, to implement the provisions of this Ordinance.

INTRODUCED ON FIRST READING, on June 01, 2021, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the City of Salida by the City Council on the ____ day of _____, 2021 and set for second reading and public hearing on the 6th day of July 2021.

INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED
PUBLISHED BY TITLE ONLY, by the City Council on the _____ day of July, 2021.

CITY OF SALIDA, COLORADO

P.T. Wood, Mayor

[SEAL]

ATTEST:

City Clerk/Deputy Clerk

EXHIBIT A

A tract of land in the Northwest quarter of the Northwest quarter (NW ¼ NW ¼) of Section 5, Township 49 North, Range 9 East, of the New Mexico Principal Meridian, Chaffee County, Colorado, described as follows:

Commencing at the intersection of the Extension of the Northeasterly sideline of 9th Street and the Northwesterly side lot line of "J" Street, according to the plat of Roller's Addition to the City of Salida, as filed for record on December 29, 1906;

thence Southwesterly, along the Northwesterly sideline of "J" Street, 60.5 feet to the point of beginning of the tract herein described;

thence from said point of beginning, Northwesterly parallel to 9th Street, 140.0 feet;

thence Southwesterly parallel to "J" Street, 75.0 feet;

thence Southeasterly parallel to 9th Street, 140.0 feet to the said Northwesterly sideline of "J" Street;

thence Northeasterly along the Northwesterly sideline of "J" Street, 75.0 feet to the point of beginning.

Also known by street address as: 900 J Street
and Assessor's schedule or parcel no.: 380705200280



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: July 6, 2021:

AGENDA ITEM NO.	ORIGINATING DEPARTMENT: Community Development	PRESENTED BY: Bill Almquist
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ITEM:

Second Reading and Public Hearing for Ordinance No. 2021-10: An Ordinance of the City Council for the City of Salida Amending Chapter 16-13-40 of the Salida Municipal Code Concerning In-Lieu Fees Chosen as an Option for Satisfaction of the Inclusionary Housing Requirements.

REQUEST / BACKGROUND:

Salida is experiencing a significant shortage in affordable housing and a severe increase in the cost of housing in general. The fee in-lieu of providing built inclusionary housing units, which is intended to help create and maintain affordable housing options for the city’s residents and workforce, is no longer reflective of the affordability gap between market rate homes and “affordable” units as defined in the City’s Inclusionary Housing policy. Therefore, the relative value and impact of the inclusionary housing fund is being diminished.

The fee in-lieu, which is currently determined by the difference between Chaffee County median home values in 2018 and the sales price of a home to a 4-person household making 80% AMI in 2018, is already considerably outdated. Through May 2021, the median value of market rate homes had risen by over \$140,000 since mid-2018, while the affordable home price has only slightly changed—nearly doubling the affordability gap.

On May 11th, 2021, Planning Commission discussed the need to relocate the actual fee language from the municipal code to the City’s official Fee Schedule in order to facilitate future adjustments and to adjust the in-lieu fee to keep up with the changing circumstances. The Commission reviewed existing Inclusionary Housing code language (Article 13), the most up-to-date sales data from Central Colorado Realtors, existing and anticipated built IH units in various developments, and overall contributions to the Inclusionary Housing fund thus far. The Planning Commission’s request was to remove the fees from the code/relocate them to the City’s Fee Schedule, and to update the in-lieu fees as soon as possible. This ordinance would implement the first request. Actual changes to the fees will be presented as part of a separate resolution to amend the fee schedule, taking into account the latest calculations.

RECOMMENDED MOTION:

A Council person should move to “Approve Ordinance No. 2021-10 on second reading.”

Attachments:

- Ordinance No. 2021-10
- Current Inclusionary Housing code language (Article 13)
- Central Colorado Realtors report on median home values through May 2021
- Summary of IH fees-in-lieu received (as of May 2021)
- Summary of all current IH obligations for various Annexations, Subdivision, PDs (as of May 2021)
- Proof of Publication

**CITY OF SALIDA, COLORADO
ORDINANCE NO. 10
(Series of 2021)**

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA,
COLORADO AMENDING SECTION 16-13-40 OF THE SALIDA MUNICIPAL
CODE CONCERNING IN-LIEU FEES CHOSEN AS AN OPTION FOR
SATISFACTION OF THE INCLUSIONARY HOUSING REQUIREMENTS**

WHEREAS, the City of Salida, Colorado (“City”) is a statutory city, duly organized and existing under the laws of the state of Colorado; and

WHEREAS, pursuant to C.R.S. § 31-15-401, the City by and through its City Council (“Council”), possesses the authority to adopt laws and ordinances within its police power in furtherance of the public health, safety and welfare; and

WHEREAS, pursuant to C.R.S. § 31-23-301 the Council also possesses the authority to adopt and enforce zoning regulations; and

WHEREAS, pursuant to this authority, the City has previously adopted certain land use and zoning regulations concerning inclusionary housing within Chapter 16 of the Salida Municipal Code (“Code”); and

WHEREAS, the inclusionary housing fee-in-lieu has been provided as an option to meet the tenets of the Inclusionary Housing policy of the City in order to provide options for creating and maintaining affordable housing options for the City’s residents and workforce;

WHEREAS, through observing the rising housing costs and market values of homes throughout the City of Salida and Chaffee County, and the resulting increasing disparities between market values and affordable housing, Planning Commission has expressed the desire to amend certain provisions of Chapter 16, Article XIII, to ensure that fees-in-lieu of providing the required inclusionary housing units keep with those changes; and

WHEREAS, the Planning Commission similarly expressed the desire to have such fees-in-lieu located to the City’s Fee Schedule instead of specifically enumerated within Chapter 16, to facilitate a more regular and more accurate updating of such fees, and to remain consistent with how the City regulates most other fees; and

WHEREAS, after conducting a public hearing on said amendments to Code Section 16-13-40, in conformance with C.R.S. § 31-23-304, the Council has conducted its review and analysis of the issues, including the Planning Commission’s requests, and find that it would further the health and welfare of the citizens of Salida to amend Chapter 16, concerning the in-lieu fee for inclusionary housing, as provided below.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO as follows:

Section 1. The City Council incorporates the foregoing recitals as conclusions, facts,

determinations and findings by the City Council.

Section 2. Section 16-13-40 of the Salida Municipal Code is hereby amended to read as follows:

Sec. 16-13-40. – In-lieu fee.

If an applicant chooses to pay an in-lieu fee for all or part of the inclusionary housing required for the project, the fee shall be calculated as described here **in the City’s Fee Schedule, established, adopted and amended by City Council from time to time,** and be due no later than issuance of the building permit.

~~(a) Annexations, Planned Developments, Major Subdivisions and Condominium Plats of Five (5) Units or More. The in-lieu fee shall be the lesser of (1) or (2) for each non-restricted unit within the development:-~~

~~(1) \$15,748.00.-~~

(2)	$\frac{AHR - AHP}{AHR}$	X	\$7.87 per habitable square feet of the principal unit
	Where:-	AHR = Affordable Housing Units Required AHP = Affordable Housing Units Provided	

~~(b) Minor Subdivisions. The in-lieu fee shall be the lesser of (1) or (2) for each non-restricted unit within the development:-~~

~~(1) \$7,874.00.-~~

(2)	$\frac{AHR - AHP}{AHR}$	X	\$3.94 per habitable square feet of the principal unit
	Where:-	AHR = Affordable Housing Units Required AHP = Affordable Housing Units Provided	

Section 3. The provisions of this ordinance are severable and the invalidity of any section, phrase, clause or portion of the ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the ordinance.

INTRODUCED ON FIRST READING, on June 15, 2021, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the City of Salida by the City Council on the ____ day of _____, 2021 and set for second reading and public hearing on the 6th day of July, 2021.

INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED PUBLISHED BY TITLE ONLY, by the City Council on the 6th day of July, 2021.

CITY OF SALIDA

By: _____
Mayor P.T. Wood

ATTEST: (SEAL)

By: _____
City Clerk

ARTICLE XIII. - INCLUSIONARY HOUSING

Sec. 16-13-10. - Purpose and objectives.

- (a) Promote the construction of housing that is affordable to the community's workforce;
- (b) Retain opportunities for people that work in the City to also live in the City;
- (c) Maintain a balanced community that provides housing for people of all income levels; and
- (d) Ensure that housing options continue to be available for very low-income, low-income, mode rate, and middle-income residents, for special needs populations and for a significant proportion of those who work or live in the City.

(Ord. No. [2018-14](#), § 1, 10-2-2018)

Sec. 16-13-20. - General inclusionary housing requirements.

- (a) Any application brought under the annexation or planned development sections of this Code; or condominium plats of five (5) units or greater; and minor and major subdivision sections of this Code is required to include at least twelve and one-half (12.5) percent of the total number of residential dwelling units as affordable dwelling units, subject to the following standards:
 - (1) The prices for sale or rents charged for permanently affordable priced dwelling units shall not exceed a price that is affordable to a household earning eighty (80) percent of Area Median Income (AMI) for Chaffee County as defined annually by the United States Department of Housing and Urban Development (HUD).
 - (2) Affordable dwelling units shall be permanently restricted as defined by the administrative regulations, or unless a different timeframe is required as a part of a Low Income Housing Tax Credit project.
 - (3) If the calculation for inclusionary housing results in a fraction of a dwelling unit, the fraction of the unit shall be provided as a complete affordable unit or a fee-in-lieu shall be provided per Section 16-13-40.
- (b) The City Administrator is authorized to adopt administrative regulations to be utilized in the enforcement of the provisions of this Article.
- (c) Units built as affordable in the project should be comparable to the market rate housing units in exterior finish and design and integrated into the overall project.
- (d) Income Eligibility Required. No person shall sell, rent, purchase or lease an affordable dwelling unit created pursuant to this Article except to a program eligible household. A private owner of a single affordable unit may rent the unit in accordance with the provisions of this Article as set forth in Section 16-13-60 "Program Requirements for For-Sale Units." All sales, rentals, purchases and leases shall comply with the provisions of this Article.
- (e) Deed Restriction Required. No person offering an affordable dwelling unit for rent or sale shall fail to lawfully reference in the grant deed conveying title of any such unit, and record with the County Recorder, a covenant or declaration of restrictions in a form approved by the City. Such covenant or declaration of restrictions shall reference applicable contractual arrangements, restrictive covenants and resale restrictions as are necessary to carry out the purposes of this Article.
- (f) Good Faith Marketing Required. All sellers or owners of affordable dwelling units shall engage in good faith marketing and public advertising efforts each time an affordable dwelling unit is rented or sold such that members of the public who are qualified to rent or purchase such units have a fair chance to become informed of the availability of such units.

- (g) Required Agreements. Those applicants creating residential developments under this Chapter shall enter into an inclusionary housing development agreement with the City Council. Such agreements may be part of a development agreement, annexation agreement or subdivision agreement and shall document how the applicant will meet the requirements of this Article including:
- (1) Defining the inclusionary housing development including the total number of units; the total number of affordable housing units required; and the total number of affordable housing units provided; and
 - (2) The application of allowed density, parking and development standards allowed for projects that provide one hundred (100) percent of the inclusionary housing requirements, as provided in Section 16-13-50; and
 - (3) Design standards to assure the affordable units will be comparable to market rate units and are integrated into the development; and
 - (4) The restrictive covenants and additional agreements, in a form acceptable to the City, as necessary to carry out the purposes of this Article.

An applicant shall not be eligible to submit for a building permit until the affordable housing agreement and any required restrictive covenants are approved by the City Council and recorded with the Chaffee County Recorder.

(Ord. No. [2018-14](#), § 1, 10-2-2018)

Sec. 16-13-30. - Options for satisfaction of inclusionary housing requirement.

An applicant may seek an alternative to providing the required percentage of affordable housing under this Article by any of the following methods:

- (a) Providing the Required Housing Off-Site. This may be met only through the dedication of land to the City or qualified non-profit housing developer as approved by the City, with the guarantee that the land to be dedicated will allow for, and be developed with the number of required affordable housing.
- (b) Dedicating Land Within the Project. Land within a project may be dedicated to the City or a qualified non-profit housing developer as approved by the City. The units to be built within the project shall be comparable to the market rate housing units in exterior finish and design to blend into the overall project.
- (c) Paying a fee in lieu of providing units as defined in Section 16-13-40.
- (d) Providing fewer units, but which are affordable to households earning sixty (60) percent or less of the AMI for Chaffee County. For the purposes of this option, an affordable dwelling unit at sixty (60) percent or less AMI shall equal two (2) units at eighty (80) percent or less AMI.
- (e) Any alternatives shall be approved by agreement with the City Council as defined in Section 16-13-20(g).

(Ord. No. [2018-14](#), § 1, 10-2-2018)

Sec. 16-13-40. - In-lieu fee.

If an applicant chooses to pay an in-lieu fee for all or part of the inclusionary housing required for the project, the fee shall be calculated as described here and be due no later than issuance of the building permit.

(a) Annexations, Planned Developments, Major Subdivisions and Condominium Plats of Five (5) Units or More. The in-lieu fee shall be the lessor of (1) or (2) for each non-restricted unit within the development:

(1) \$15,748.00.

(2)	$\frac{AHR - AHP}{AHR}$	X	\$7.87 per habitable square feet of the principal unit
	Where:	AHR = Affordable Housing Units Required AHP = Affordable Housing Units Provided	

(b) Minor Subdivisions. The in-lieu fee shall be the lessor of (1) or (2) for each non-restricted unit within the development:

(1) \$7,874.00.

(2)	$\frac{AHR - AHP}{AHR}$	X	\$3.94 per habitable square feet of the principal unit
	Where:	AHR = Affordable Housing Units Required AHP = Affordable Housing Units Provided	

(Ord. No. [2018-14](#), § 1, 10-2-2018)

Sec. 16-13-50. - Density, parking and development standards for inclusionary housing developments.

Residential development within the zoning districts of C-1, R-3, R-4 and RMU; and portions of a planned development with the underlying zoning districts of C-1, R-3, R-4 and RMU; that are subject to inclusionary housing development requirements and are providing one hundred (100) percent of the required affordable housing within the development, may increase the allowed density and utilize the lowered dimensional standards stated in Table 16-F, Schedule of Dimensional Standards, within these districts and utilize the reduced parking requirements for multi-family dwellings stated in Table 16-J, Off-Street Parking Standards by Use. To ensure the integration of the affordable residential units into the development, these standards shall apply to all of the residential units within parcels with the above zoning or underlying zoning, that include a minimum of twelve and one-half (12.5) percent affordable housing.

(Ord. No. [2018-14](#), § 1, 10-2-2018)

Sec. 16-13-60. - Program requirements for for-sale units.

- (a) **Affordable Unit Price.** The prices charged for affordable priced dwelling units shall not exceed a price that is affordable to a household earning eighty (80) percent of the Area Median Income (AMI) for Chaffee County.
- (b) **Approved Purchasers for Affordable Dwelling Units.** A developer or owner shall sell to a qualified purchaser after completing a good faith marketing and selection process approved according to the housing administrative regulations.
- (c) **Sale Restriction.** No person shall sell an affordable dwelling unit except to a person that meets the income, asset and other eligibility requirements of this Article or any asset and income eligibility requirement that is included in any contract, covenant or any other agreement to which the City is a party or beneficiary.
- (d) **Resale Restrictions.** All affordable ownership dwelling units developed under this Article shall be subject to the following resale restrictions:
 - (1) **Approved Purchasers.** A seller of an affordable dwelling unit must select an income-eligible purchaser by a method that complies with the good faith marketing and selection process defined by the housing administrative regulations. All purchasers of affordable dwelling units shall be part of program eligible households.
 - (2) **Resale Price.** The resale price of any affordable dwelling unit shall not exceed the purchase price paid by the owner of that unit with the following exceptions:
 - a. **Closing Costs.** Customary closing costs and costs of sale, which may include customary realtor fees, as reviewed and approved by the City Administrator.
 - b. **Permanent Capital Improvements.** Consideration of eligible permanent capital improvements installed by the seller that have been approved in advance by the City Administrator in accordance with rules or administrative guidance established by the City Administrator.
 - c. **Resale Price.** The resale price may include an inflationary factor or shared appreciation factor as applied to the original sale price pursuant to rules as may be established by the City Administrator to provide for such consideration. In developing rules, the City Administrator may consider the purposes of this Article, common private, nonprofit and governmental lending practices, as well as any applicable rules or guidelines issued by federal or state agencies affecting the provision or management of affordable housing. In the event that the City has not adopted rules that contemplate a particular arrangement for the use of an inflationary factor or shared appreciation factor, the City Administrator is authorized to approve a resale price formula that is consistent with the purposes of this Article, common private, nonprofit and governmental lending practices, as well as any applicable rules or guidelines issued by federal or state agencies affecting the provision or management of affordable housing.
 - (3) **Special Fees.** The seller of an affordable dwelling unit shall neither levy nor charge any additional fees or any finder's fee nor demand any other monetary consideration other than provided in this Article.
- (e) **Ownership Associations.** When accepting a for-sale unit as meeting the inclusionary housing obligation, the City Administrator will review the condominium association declarations to assess the impact on buyers of affordable units. The City Administrator is authorized to establish rules regarding allowable terms in condominium declarations in order to ensure that the purposes of this Article are accomplished.
- (f) **Rental Restriction.** The owner of an affordable unit may rent the unit to an income eligible renter by a method that complies with the administrative regulations.

(Ord. No. [2018-14](#), § 1, 10-2-2018)

Sec. 16-13-70. - Program requirements for rental units.

Maximum Rent. Rents charged for affordable units in any one (1) development must be affordable to households earning no more than eighty (80) percent of the AMI or as approved in the agreement.

(Ord. No. [2018-14](#), § 1, 10-2-2018)

Sec. 16-13-80. - Administrative regulations.

To the extent the City Administrator deems necessary, rules and regulations pertaining to this Article will be developed and approved by the City Council, and thereby maintained and enforced in order to assure that the purposes of this Article are accomplished. No person shall violate any rule or regulation issued by the City Administrator under this Article.

(Ord. No. [2018-14](#), § 1, 10-2-2018)

Local Market Update for May 2021

A Research Tool Provided by the Colorado Association of REALTORS®

Chaffee County

Contact the REALTORS® of Central Colorado for more detailed local statistics or to find a REALTOR® in the area.

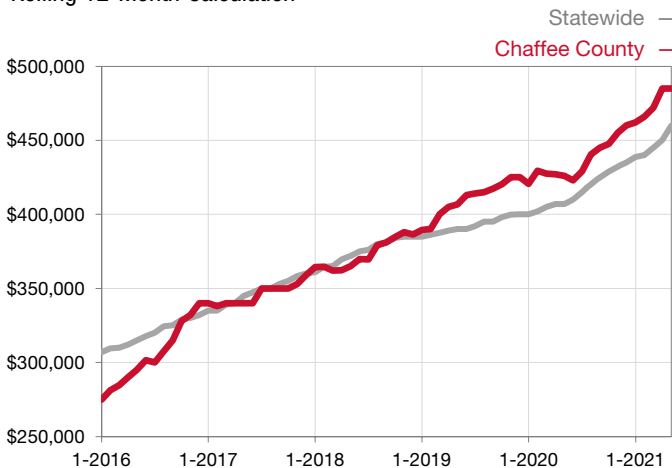
Single Family	May			Year to Date		
	2020	2021	Percent Change from Previous Year	Thru 05-2020	Thru 05-2021	Percent Change from Previous Year
Key Metrics						
New Listings	56	50	- 10.7%	198	215	+ 8.6%
Sold Listings	27	43	+ 59.3%	137	194	+ 41.6%
Median Sales Price*	\$459,000	\$550,000	+ 19.8%	\$418,000	\$534,500	+ 27.9%
Average Sales Price*	\$456,728	\$562,221	+ 23.1%	\$433,368	\$625,633	+ 44.4%
Percent of List Price Received*	97.2%	98.5%	+ 1.3%	97.3%	98.4%	+ 1.1%
Days on Market Until Sale	69	39	- 43.5%	90	46	- 48.9%
Inventory of Homes for Sale	167	43	- 74.3%	--	--	--
Months Supply of Inventory	4.9	0.9	- 81.6%	--	--	--

* Does not account for seller concessions and/or down payment assistance. | Activity for one month can sometimes look extreme due to small sample size.

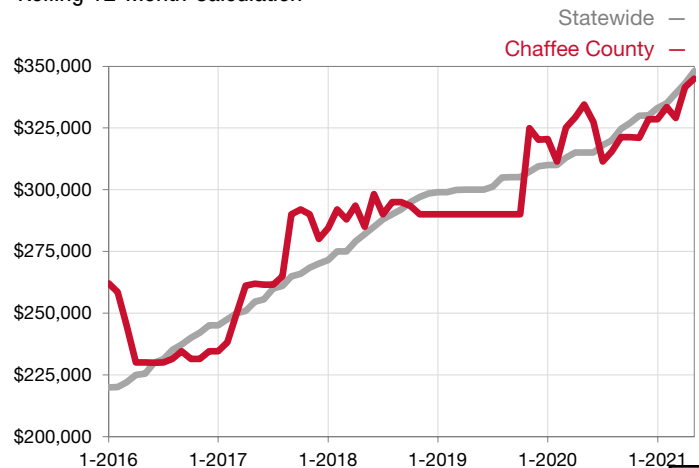
Townhouse/Condo	May			Year to Date		
	2020	2021	Percent Change from Previous Year	Thru 05-2020	Thru 05-2021	Percent Change from Previous Year
Key Metrics						
New Listings	15	7	- 53.3%	63	49	- 22.2%
Sold Listings	2	6	+ 200.0%	37	44	+ 18.9%
Median Sales Price*	\$217,788	\$525,000	+ 141.1%	\$321,500	\$375,000	+ 16.6%
Average Sales Price*	\$217,788	\$545,083	+ 150.3%	\$373,027	\$397,267	+ 6.5%
Percent of List Price Received*	100.0%	100.5%	+ 0.5%	98.3%	101.2%	+ 3.0%
Days on Market Until Sale	0	34	--	54	12	- 77.8%
Inventory of Homes for Sale	45	5	- 88.9%	--	--	--
Months Supply of Inventory	5.0	0.5	- 90.0%	--	--	--

* Does not account for seller concessions and/or down payment assistance. | Activity for one month can sometimes look extreme due to small sample size.

Median Sales Price – Single Family
Rolling 12-Month Calculation



Median Sales Price – Townhouse-Condo
Rolling 12-Month Calculation



**Inclusionary Housing
Fee in Lieu Summary**

Date of final approval	Name of Development (Annexation - Planned Development - Major Subdivision - Condominium Plat)	Required Fee in Lieu - \$15,748.00 per unit or \$7.87 per habitable square feet	Amount received	Date received
09/02/2020	Front Street Condominiums	(6) condo's totaling 5,345.90 s.f.	\$42,072.23	09/14/2020
12/10/2020	Palace Hotel Condominiums phase IV	(5) condo's totaling 1,667 s.f.	\$13,119.29	12/11/2020

Total (Annex, PD, Major Sub & **\$55,191.52**

Date of final approval	Name of Development (Minor Subdivision)	Required Fee in Lieu - \$7,874.00 per unit or \$3.94 per habitable square feet	Amount received	Date received
12/04/2018	Love Pre-Annexation (7551 C.R. 141)	Received from D. Amundson	\$7,675.12	08/10/2020
12/04/2018	Love Pre-Annexation (7551 C.R. 141)	Received from D. Amundson	\$7,874.00	11/02/2020
02/22/2021	Weeks Ranches Minor Subdivision	903 F St -1,592 s.f. x \$3.94 per s.f.	\$6,272.48	02/25/2021
02/22/2021	Weeks Ranches Minor Subdivision	905 F St -1,522 s.f. x \$3.94 per s.f.	\$5,996.68	02/25/2021
10/26/2020	River Park Place Minor Subdivision	314 E. Sackett Ave.	\$7,874.00	05/03/2021
10/26/2020	River Park Place Minor Subdivision	316 E. Sackett Ave.	\$7,874.00	05/03/2021

Total (Minor Subdivisions) **\$43,566.28**

Total fees collected through May 03, 2021 **\$ 98,757.80**

ses, Witte... 4750.00; 10.00; Mu... 870.47; Company, ses, LLC, s, 7000.00; J; Pitney Services, ture Con- department 157.00; QA RAR LLC, an Leglon, Richard M. isign LLC, 00; Rocky Salida Auto Company ict, 70.00; 10079.25; 26; Share International n Co, LLC, 00.00; Sol 3, 4070.78; no, 745.87; 00; Sydney ments, Inc., Company e Insurance ldCo LLC, ., 1562.50; ion Pacific ited States c., 192.74; Blue Book, of Colora- gies Corp, Community e Manage- Wear Parts n Williams, ida, 24.99; & K Exca-

007,464.66 22,246.81 1.47 June 18,

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r review in 50, Salida, hours. Any its with the of the date oice. Any e State En- and condi- augmen- tion apply to ring, under whether the e approving en met with thozed dia- tion to the earing shall termination /Authorized gmentation or augmen- approval by Court, shall

be part of the decreed plan for augmentation. Published in The Mountain Mail June 18, 2021

PUBLIC NOTICE NOTICE:

Notice is hereby given pursuant to any-one or more Decrees in Case No. 92CW84, 94CW5, 94CW41, 94CW42, 96CW17, 03CW55 and 06CW32 Division 2, Water Court that during the month of June 2021 the following parties applied for augmentation through the office of Upper Arkansas Water Conservancy District (UAWCD). **Name** Thomas M. Vitella, Elizabeth G. Vitella **Address** 11041 Arrowhead Ln, Nathrop, CO 81236 **Chaffee County** S16, T51N, R8E, NM PM **Type Well** **Qty of Water** 100-af The applications are available for review in the office of UAWCD, 339 E. Hwy 50, Salida, Colorado during normal business hours. Any affected person may file comments with the State Engineer within sixty days of the date of publication of such monthly notice. Any affected person not satisfied by the State Engineer's application of the terms and conditions established for this plan for augmentation to a specific structure, may then apply to the Water Court for a de novo hearing, under the Court's retained jurisdiction, whether the terms and conditions of the decree approving the plan for augmentation have been met with respect to the request for an authorized diversion included within that application to the State Engineer. Such de novo hearing shall be pursuant to Water Right Determination and Administration Act of 1969. Authorized diversions located within the augmentation plan areas included in the plan for augmentation, by either an uncontested approval by the State Engineer or Order of the Court, shall be part of the decreed plan for augmentation. Published in The Mountain Mail June 18, 2021

PUBLIC NOTICE

County Court Chaffee County, Colorado Court Address: 142 Crestone Ave., Salida, CO 81201 **In the Matter of the Petition of:** Adam Tarian Rogala Adult **For a Change of Name to:** Tarian Jerry Reid Case Number: 21C30095 Division 1 Courtroom 1 **PUBLIC NOTICE OF PETITION FOR A CHANGE OF NAME** Public Notice is given on June 14, 2021 that a Petition for a Change of Name of an Adult has been filed with the Chaffee County Court. The Petition requests that the name of Adam Tarian Rogala be changed to Tarian Jerry Reid **SEAL** By /s/ Dana Petri Clerk of Court/Deputy Clerk Published in The Mountain Mail June 18, 22 and 25, 2021

PUBLIC NOTICE

NOTICE OF PUBLIC HEARING BEFORE THE SALIDA CITY COUNCIL CONCERNING PROPOSED AMENDMENTS TO CHAPTER 16 LAND USE AND DEVELOPMENT OF THE SALIDA MUNICIPAL CODE REGARDING FEES-IN-LIEU TO SATISFY INCLUSIONARY HOUSING REQUIREMENTS TO ALL MEMBERS OF THE PUBLIC AND INTERESTED PERSONS: PLEASE TAKE NOTICE that on July 6, 2021, at or about the hour of 6:00 p.m., a second reading and public hearing will be conducted by Salida City Council at City

Council Chambers, 448 East First Street, Suite 190, Salida, CO and online at the following link: <https://attendee.gotowebinar.com/register/6382995264411204366> on amendments to Chapter 16, Article XIII of the Salida Municipal Code regarding in-lieu fees for satisfying inclusionary housing requirements. The proposed changes would move the fees from the Code to the City's official Fee Schedule in order to facilitate periodic adjustments to the fees, as necessary to reflect changes in the affordability gap. Interested persons are encouraged to attend the public hearing. Further information on the application may be obtained from the Community Development Department, (719) 530-2634. *Please note that it is inappropriate to personally contact individual City Councilors outside of the public hearing, while an application is pending. Such contact is considered ex parte communication and will have to be disclosed as part of the public hearings on the matter. If you have any questions/comments, you should email or write a letter to staff, or present your concerns at the public meeting via the above GoToWebinar link so your comments can be made part of the record. Published in The Mountain Mail June 18, 2021

PUBLIC NOTICE

Notice is hereby given that the City Council for the City of Salida, Colorado will hold a Public Hearing for Ordinance 2021-10. It will be held at the hour of 6:00 p.m., or as soon thereafter as may be heard, on Tuesday, July 6, 2021, at 448 E 1st Street Room 190 or remotely through GoToWebinar application via the following direct link: <https://attendee.gotowebinar.com/register/2923586433681497360>. At said time and place, any interested persons may appear to be heard for or against said ordinance. Exhibits will be located in the July 6th, 2021 packet at https://cityofsalida.com/meetings?field_microsite_tid=27 Published in The Mountain Mail June 18, 2021

PUBLIC NOTICE CITY OF SALIDA, COLORADO ORDINANCE NO. 10 (Series of 2021)

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO AMENDING SECTION 16-13-40 OF THE SALIDA MUNICIPAL CODE CONCERNING IN-LIEU FEES CHOSEN AS AN OPTION FOR SATISFACTION OF THE INCLUSIONARY HOUSING REQUIREMENTS **WHEREAS**, the City of Salida, Colorado ("City") is a statutory city, duly organized and existing under the laws of the state of Colorado; and **WHEREAS**, pursuant to C.R.S. § 31-15-401, the City by and through its City Council ("Council"), possesses the authority to adopt laws and ordinances within its police power in furtherance of the public health, safety and welfare; and **WHEREAS**, pursuant to C.R.S. § 31-23-301 the Council also possesses the authority to adopt and enforce zoning regulations; and **WHEREAS**, pursuant to this authority, the City has previously adopted certain land use and zoning regulations concerning inclusionary housing within Chapter 16 of the Salida Municipal Code ("Code"); and **WHEREAS**, the inclusionary housing fee-in-lieu has been provided as an option to meet the tenets of the Inclusionary Housing policy of the City in order to provide options for creating and maintaining affordable housing options for the City's residents and workforce; **WHEREAS**, through observing the rising housing costs and market values of homes throughout the City of Salida and

Chaffee County, and the resulting increasing disparities between market values and affordable housing, Planning Commission has expressed the desire to amend certain provisions of Chapter 16, Article XIII, to ensure that fees-in-lieu of providing the required inclusionary housing units keep with those changes; and **WHEREAS**, the Planning Commission similarly expressed the desire to have such fees-in-lieu located to the City's Fee Schedule instead of specifically enumerated within Chapter 16, to facilitate a more regular and more accurate updating of such fees, and to remain consistent with how the City regulates most other fees; and **WHEREAS**, after conducting a public hearing on said amendments to Code Section 16-13-40, in conformance with C.R.S. § 31-23-304, the Council has conducted its review and analysis of the issues, including the Planning Commission's requests, and find that it would further the health and welfare of the citizens of Salida to amend Chapter 16, concerning the in-lieu fee for inclusionary housing, as provided below.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO as follows: **Section 1.** The City Council incorporates the foregoing recitals as conclusions, facts, determinations and findings by the City Council. **Section 2.** Section 16-13-40 of the Salida Municipal Code is hereby amended to read as follows: **Sec. 16-13-40. - In-lieu fee.**

If an applicant chooses to pay an in-lieu fee for all or part of the inclusionary housing required for the project, the fee shall be calculated as described here in the City's Fee Schedule, established, adopted and amended by City Council from time to time, and be due no later than issuance of the building permit.

(a) - Annexations, Planned Developments, Major Subdivisions and Condominium Plats of Five (5) Units or More. The in-lieu fee shall be the lesser of (1) or (2) for each non-restricted unit within the development:

- (1) - \$15,748.00;
- (2) - AHR - AHP - AHR - \$7.87 per habitable square-foot of the principal unit. Where: AHR - Affordable Housing Units Required; AHP - Affordable Housing Units Provided.
- (b) - Minor Subdivisions. The in-lieu fee shall be the lesser of (1) or (2) for each non-restricted unit within the development:
- (1) - \$7,874.00;
- (2) - AHR - AHP - AHR - \$3.94 per habitable square-foot of the principal unit. Where: AHR - Affordable Housing Units Required; AHP - Affordable Housing Units Provided.

Section 3. The provisions of this ordinance are severable and the invalidity of any section, phrase, clause or portion of the ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the ordinance. **INTRODUCED ON FIRST READING, on June 15, 2021, ADOPTED and ORDERED PUBLISHED IN FULL** in a newspaper of general circulation in the City of Salida by the City Council on the ___ day of ___, 2021 and set for second reading and public hearing on the 6th day of July, 2021.

INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED PUBLISHED BY TITLE ONLY, by the City Council

on the 6th day of July, 2021. **Item 9.** ATTEST: (SEAL) By: City Clerk Published in The Mountain M 2021

PUBLIC NOTICE Public Notice Advertisement for Proposal for Design Services for Proposal Meeting The City of Salida Public Art is requesting submission of of qualifications and proposal consultant(s) with expertise in and design of interactive art public spaces for the site specific of a city-owned property in community space. A Pre-Proposal will be held at the Salida Ballroom, at 6:30 p.m. on June 18, 2021, at 220 W. Sackett Ave. Attendance at this pre-proposal is highly recommended but is not required. Proposers interested in attending the meeting in-person or opportunity to join via video platform. The Commission this meeting will last one (1) hour. The meeting will continue until the Commission determines that it has resolved all substantive questions. Request and pre-proposal meeting information can be found at cityofsalida.com/bc Published in The Mountain M 2021

DEADLINE FOR LEGAL NOTICES The legal notices in The Mountain Mail are published on Tuesdays and Fridays. **Deadline for Tuesday's Notices: Wednesdays @ 3:00 p.m.** **Deadline for Friday's Notices: Tuesdays @ 3:00 p.m.** **WAYS TO SUBMIT LEGAL NOTICES** Email: cheryl@avpsa.com or call (719) 539-6699

YOU SHOULD ADVERTISE RIGHT NOW



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: July 6, 2021:

	<p>ORIGINATING DEPARTMENT: Administration</p>	<p>PRESENTED BY:</p>
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ITEM:

Resolution 2021-21 approving a coordinated mail ballot election and adopting the uniform election code.

BACKGROUND:

The Chaffee County Clerk and Recorder, Lori Mitchell, will conduct a mail ballot election for the November 2, 2021 election.

This resolution will approve the intergovernmental agreement with the County, including our participation in the coordinated mail ballot election and adoption of the Uniform Election Code. The signed IGA must be returned to the County Clerk by August 24, 2021

The IGA requests that the City designate its Designated Election Official (“DEO”); the DEO shall act as the primary contact between the City and the Chaffee County Clerk and Recorder. Staff recommends designating City Clerk, Erin Kelley, to serve as the DEO for the City of Salida.

The City of Salida will have four elected positions on the ballot: the Mayor, and City Council seats in Ward 1, 2 and 3. The deadline to return nomination petitions is August 23. The ballot language must be certified and delivered to the Chaffee County Clerk by September 3, 2021.

A drawing of names for placement on the ballot (if more than one candidate runs for an elected position) will be held Wednesday, September 1, 2021 at 4 p.m. in Council Chambers

FISCAL NOTE:

The estimated cost for coordinating the election is \$10,000 to \$12,000.

SUGGESTED MOTIONS:

A Councilperson should move, “to approve Resolution 2021-21 Approving a Coordinated Mail Ballot Election and Adopting the Uniform Election Code”, followed by a second, and a roll call vote.

CITY OF SALIDA, COLORADO
RESOLUTION NO. 21
(Series of 2021)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO
APPROVING A COORDINATED MAIL BALLOT ELECTION AND ADOPTING THE
UNIFORM ELECTION CODE**

WHEREAS, the City of Salida is subject to the Colorado Municipal Election Code, Article 10 of Title 31, C.R.S. but may choose to conduct elections pursuant to the Uniform Election Code, Article 1 of Title 1, C.R.S.; and

WHEREAS, it is the desire of the City Council of the City of Salida to conduct the November 2, 2021 regular municipal election as a coordinated mail ballot election with the County of Chaffee, Colorado and to adopt the provisions of the Uniform Election Code to govern the conduct of such election.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, THAT:

1. The Salida City Council incorporates the foregoing recitals as its conclusions, facts, determinations, and findings.
2. The City Council hereby authorizes City staff to conduct the City's regular municipal election of November 2, 2021 as a coordinated mail ballot election with the County of Chaffee, Colorado.
3. The City Council hereby appoints the City Clerk to serve as Designated Election Official.
4. For the purpose of the municipal election of November 2, 2021, the City hereby adopts the Uniform Election Code, Article 1 of Title 1, C.R.S.
5. The City Council hereby approves an Intergovernmental Agreement with the County of Chaffee regarding the conduct of the 2021 coordinated mail ballot election.

RESOLVED, APPROVED and ACCEPTED this 6th day of July 2021.

P.T. Wood, Mayor

[SEAL]

ATTEST:

City Clerk/Deputy City Clerk



July 7, 2021

Lori Mitchell
Chaffee County Clerk and Recorder
PO Box 699
Salida, CO 81201

Re: Coordinated/Mail Ballot Election

Dear Chaffee County Clerk and Recorder Mitchell:

Please accept this letter as formal notice that the City of Salida wishes to participate in the November 2, 2021 Coordinated Election.

Our ballot items will be three Council Positions and the Mayor.

I understand that you will be sending an election calendar upon receipt of this letter, and that you will also be sending an Inter-Governmental Agreement regarding the conduct of elections, which needs to be signed and returned to you.

I look forward to working with you in the upcoming election. If you need more information or have questions, please feel free to call me at 719-530-2630

Sincerely,

Erin Kelley
City Clerk



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: July 6, 2021:

AGENDA ITEM NO.	ORIGINATING DEPARTMENT: Community Development	PRESENTED BY: Bill Almquist
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ITEM:

Resolution No. 2021-22: A Resolution of the City Council for the City of Salida, Colorado Amending the 2021 Fee Schedules

REQUEST / BACKGROUND:

Salida is experiencing a significant shortage in affordable housing and a severe increase in the cost of housing in general. The fee in-lieu of providing built inclusionary housing units, which is intended to help create and maintain affordable housing options for the city’s residents and workforce, is no longer reflective of the affordability gap between market rate homes and “affordable” units as defined in the City’s Inclusionary Housing policy. Therefore, the relative value and impact of the inclusionary housing fund is being diminished.

The fee in-lieu, which is currently determined by the difference between Chaffee County median home values in 2018 and the sales price of a home to a 4-person household making 80% AMI in 2018, is already considerably outdated. Through May 2021, the median value of market rate homes had risen by over \$140,000 since 2018, while the affordable home price has only marginally changed—nearly doubling the affordability gap.

On May 11th, 2021, Planning Commission discussed the need to adjust the in-lieu fee to keep up with the changing circumstances and also the desire to relocate the actual fee language from the municipal code to the City’s official Fee Schedule in order to facilitate future adjustments. The Commission reviewed existing Inclusionary Housing code language (Article 13), the most up-to-date sales data from Central Colorado Realtors, existing and anticipated built IH units in various developments, and overall contributions to the Inclusionary Housing fund thus far. The Planning Commission’s request was to remove the fees from the code and locate them in the City’s Fee Schedule, and to update the in-lieu fees as soon as possible. Ordinance 2021-10 will relocate the fees from the code to the Fee Schedule.

This Resolution amends the Fee Schedule to include the revised fees-in-lieu for Inclusionary Housing. It should be noted that the calculations have also been adjusted to reflect the true median home size (both recently built and recently sold in Chaffee County and Salida) of 1650 SF. Additionally, the in-lieu fee for rental units (duplex and greater under single-ownership and on the same lot) have been calculated to reflect the current calculated affordability gap for a typical 2BD, 800SF apartment unit applied over a 20-year horizon. Under current calculations, rental apartments within the applicable application types pay the same fees as single-family homes. These adjusted calculations represent a significant reduction in fees for rental units—a housing type that is anticipated to help meet Council’s housing goals more expediently.

RECOMMENDED MOTION:

A Council person should move to “Approve Resolution No. 2021-22 Amending the 2021 Fee Schedules.”

Attachments:

- Resolution No. 2021-22
- 2021 Fee Schedules as amended
- Central Colorado Realtors report on median home values through May 2021
- Calculation sheet for new fees-in-lieu

RESOLUTION NO. 22
(Series 2021)

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO
AMENDING THE 2021 FEE SCHEDULES

WHEREAS, the Salida Municipal Code (“Code”) establishes rules and regulations for the operations of the City of Salida (“City”) and provides for the establishment of fees for various City services throughout the Code; and,

WHEREAS, the City relies upon fees to provide many services to its customers and citizens; and,

WHEREAS, fees associated with the services provided by the City require adjustment from time to time to account for the increase in the costs to provide such services, as well as for the implementation of new services and regulations, or applicable amendments to the Code; and,

WHEREAS, on December 15, 2020, the City Council adopted the 2021 Fee Schedules via City Resolution No. 2020-43; and,

WHEREAS, since the adoption of the 2021 Fee Schedules, City Council has adopted Ordinance 2021-10, which amended Code Section 16-13-40 concerning in-lieu fees chosen as an option for satisfaction of the inclusionary housing requirements, and which removed specific reference to a dollar amount for such fees, directing that those fees-in-lieu be located in the City’s Fee Schedules, to facilitate a regular and more accurate updating of such fees, and to remain consistent with how the City regulates most other fees; and,

WHEREAS, Council has determined the amended fees-in-lieu, as included in Exhibit A, attached hereto and incorporated herein, are appropriate for an option for the satisfaction of the Code’s inclusionary housing requirements, and,

WHEREAS, the amended 2021 Fee Schedules is attached hereto and incorporated herein as Exhibit A.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF SALIDA, COLORADO THAT:

1. The Salida City Council incorporates the foregoing recitals as its conclusions, facts, determinations and findings.
2. This resolution and accompanying Fee Schedules are intended to supersede all previous fee schedules adopted by the City Council.
3. Effective upon approval, the City hereby adopts the amended 2021 Fee Schedules (attached hereto as Exhibit A).

RESOLVED, APPROVED, AND ADOPTED this 6th of July, 2021.

CITY OF SALIDA

By: _____
P.T. Wood, Mayor

[SEAL]

ATTEST: _____
City Clerk/Deputy City Clerk

Exhibit A
2021 Fee Schedules



**2021 Fees and Charges for Clerk's Office Licenses:
Liquor, Marijuana, Special Events, Vendors, Arborists and Short Term Rentals**

TYPE OF LICENSE	FEE
Liquor	
New License	\$1,000.00
New License with Concurrent Review	\$1,000.00
Transfer of Ownership	\$750.00
Application Late Renewal Fee (Not more than 90 days of license expiration date)	\$500.00
Application Reissue Fee (More than 90 days but less than 180 days of license expiration date)	\$500.00
Application Reissue Fine (More than 90 days but less than 180 days of license expiration date)	\$ 25.00/day beyond the 90 day expiration date
Annual Renewal Application Fee	\$100.00
Annual Art Gallery Fee	\$100.00
Fire Inspection Fee	\$50.00 (initial visit) \$35.00 thereafter
Types of Permits	
Art	\$41.25
Art Gallery Permit	\$3.75
Bed & Breakfast Permit	\$3.75
Beer & Wine	\$48.75
Brew Pub	\$75.00
Club	\$41.25
Distillery Pub	\$75.00
Hotel & Restaurant	\$75.00
Liquor-Licensed Drugstore	\$22.50
Lodging & Entertainment	\$75.00
Mini Bar Permit with Hotel Restaurant	\$48.75
Optional Premises	\$75.00
Retail Liquor Store	\$22.50
Tavern	\$75.00
Vintner's Restaurant	\$75.00
Fermented Malt Beverage On Premises	\$3.75
Fermented Malt Beverage Off Premises	\$3.75
Fermented Malt Beverage On/Off Premises	\$3.75
Special Event Permit	\$100.00
<i>Other Charges to Existing Liquor Licenses</i>	
Change of Location	(not to exceed) \$750.00
Change of Trade Name/Corporate Name	N/A
Corporate/LLC Change (Per Person)	\$100.00

Manager Registration (Hotel & Restaurant; Tavern; Lodging & Entertainment; Campus Liquor Complex	\$75.00
Modification of Premises	N/A
Multiple Vendor and Outdoor Vendor Permit	
Multiple Vendor Event Permit	\$75.00
Additional Fee Per Participating Vendor	\$20.00
Outdoor Vending Permit – 10 Day	\$50.00
Outdoor Vending Permit – 45 Day	\$100.00
Outdoor Vending Permit – 180 Day	\$200.00
Outdoor Vending Permit – 365 Day	\$400.00
Retail Marijuana	
Annual Operating Fee	\$1,000.00
Transfer of Ownership	\$750.00
Change of Location	\$750.00
Primary Contact/Manager Registration	\$75.00
Background Check (per person)	\$100.00
Corp/LLC Changer (per person)	\$100.00
Local Fire Inspection Fee	\$50.00 (initial visit) \$35.00 thereafter
Change of Primary Contact/Manager	\$75.00
Modification of Premises	\$100.00
Change of Trade Name/Corp. Name	\$100.00
Arborist License (SMC 6-4-10)	
Arborist License	\$100.00
Penalty for Operating No License	\$100.00
Short-Term Rental Business License	
Short-term Rental Business License – New	\$270.00
Short-term Rental Business License – New Residential Administrative Review	\$200.00
Short-term Rental Business License – Renewal	\$270.00
Penalty for Operating without a Business License	\$2,650.00
Late Fee on Occupation Lodging Tax	\$50.00/quarter
Open Records Requests	
	\$33.58/hour past the first free hour



Fees and Charges for Development Services 2021

TYPE OF APPLICATION	FEE
Administrative Review (unless specified below)	\$200.00
Accessory Dwelling Unit (ADU)	\$200.00 to be applied toward subsequent building permit
Administrative conditional use	\$250.00
Administrative variance	\$250.00
Amended plat	\$250.00
Lot line adjustment/elimination/duplex conversion	\$300.00
Limited Impact Review (unless specified below)	\$500.00
Variance (reviewed by Board of Adjustment)	\$500.00
Nonresidential or mixed-use 20,001 s.f.–50,000 s.f. gross floor area	\$500.00
Large alteration	\$500.00
Minor subdivision	\$550.00 + \$50.00/lot
Conditional use permit	\$500.00
Major Impact Review (unless specified below)	\$1,250.00
Multi-family, 20 or more units in project, without regard to phasing ²	\$1,250.00
Nonresidential or mixed-use, 50,001 sq. ft. >greater gross floor area ²	\$1,250.00
Planned development ²	\$1,250.00
Rezoning ²	\$500.00
Right-of-way vacation ²	\$500.00
Plat vacation ²	\$500.00
Major subdivision ²	\$1,250.00 + \$50.00/lot
Other types of applications	
Sign Permit Review	\$50.00
Creative Sign	\$100.00
Comprehensive Sign Plan Review	\$50.00
Annexation ²	\$1,000.00
Pre-Annexation agreement ²	\$500.00
Building Permit (Commercial & Multi-family)	20% of Building Dept or \$100.00 Minimum
Building Permit (Residential)	<i>20% of Building Dept or \$50.00 Minimum</i>
License to encroach ²	\$150.00
Certificate of Approval	Minor \$50.00/Major \$100.00
Designation of a Historic Landmark, District or Site	\$150.00
Appeal-decision of Commission or Board or Interpretation ²	\$150.00
Recording of Plats	Per Chaffee County Clerk & Recorder fee schedule
Developer or Business Parking Occupier Fee for Central Business Economic Overlay per Section 16-5-90	\$250 per space per year for 10 years; or \$2,500 per space
Fee in lieu of open space fees (residential subdivisions)	\$3,000.00 per residential
Fee in lieu of Fair Contributions to public School sites	
Fee in lieu of open space fees (Condominiums with 5 or more)	\$2,000.00 per condo unit
Can and Will Serve Letter ²	\$ 200.00
Title 32 Special District Service Plan ²	\$ 1,000.00

1. Any application may incur the cost of one or more of the above listed items.
2. In the event the City must retain professional services to process or evaluate an application, the applicant shall bear the costs for the review, including consultants and attorney review time. A deposit of 2x the application fee to cover the reasonable anticipated costs for publication of notice and outside professional services shall be required from the applicant at the time of the application. Any balance of the deposit remaining after completion of the review shall be refunded. If the deposit is insufficient for the costs incurred, the Applicant shall pay the additional amounts within fifteen (15) days of invoice.



2021 Fees and Charges – Arts and Culture

TYPE OF SERVICE	FEE
Wedding Packages Wedding Packages include use of Ballroom, Plaza and Bride’s Room. Tables and chairs for ballroom and plaza are included at no-charge. Eight (8) hours total. Additional Phour(s) available at \$100.00/hour.	High Season: May – September, Saturday - \$4995 High Season: May – September, Sunday thru Friday - \$4500 Low Season: October – April, Monday thru Sunday - \$4500
Wedding Packages – Scout Hut at Riverside Park Wedding Packages include use of Scout Hut Main Level, Riverside Deck, East Lawn, and Lower Level North and South rooms (lower levels for wedding party only). Tables and chairs are included at no-charge. Eight (8) hours total. Additional hour(s) available at \$100.00/hour.	High Season: May – September, Saturday - \$3495 High Season: May – September, Sunday thru Friday - \$3000 Low Season: October – April, Monday thru Sunday - \$3000
Room Rental Fees	
Ballroom	\$225 per hour
Theater	\$500/event or \$100 per hour with a 2-hour minimum
Riverside Annex	One room – \$50 per hour Two rooms - \$90 per hour Full Annex - \$120 per hour
Plaza	\$125 per hour
Paquette Gallery	\$100 per hour
Scout Hut	Main Floor - \$35 per hour/no set up, unstaffed Main Floor - \$50 per hour/set up, staffed with a 2-hour minimum Lower Level - \$35 per hour/no set up, unstaffed Lower Level - \$50 per hour/set up, staffed with a 2-hour minimum

NOTE: Use of multiple rooms or multiple day event pricing may be determined by the Arts and Culture Director or designee on a case by case basis.

Audio/Visual Amenities	
A/V System per space (projector, 2 wireless microphones)	\$75
Plaza Sound System (up to 2 wireless microphones)	\$75
Projector/Screen	\$75
Conference Phone	\$25
Concert Sound	TBD per event
Dishware/Linen Amenities (for rent on SteamPlant property only)	
Dinner Plates	\$0.45/piece
Dessert/Salad Plates	\$0.35/piece
Silverware (fork, spoon, butter/steak knife)	\$0.35/piece
Table Linens	\$12.00+/linen
Miscellaneous Amenities	
Heat Lamps	\$75/lamp
Ceremony Arbor	\$100
Marketing/Ticketing for Events	
Ticket Sales Administration Fee	\$25 per event
Online Marketing Package	\$100 per event
Color Poster Printing	\$1 or \$2 per poster depending on size.
Staffing Personnel	
Sound Technician	\$30 per hour with 3-hour minimum
Lighting Technician	\$30 per hour with 3-hour minimum
Load-in/out Crew	\$30 per hour per crew member
Security Officer(s)	Hourly rate varies
Bartender(s)	\$35 per hour with 2-hour minimum
Event Coordinator for Wedding Rehearsal	\$35 per hour

1/1/21



2021 Fees and Charges – Fire Department

TYPE OF SERVICE / FEE	FEE
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Commercial Business and Multi-Residential Plan Reviews: *Certificate of Occupancy Inspection (Final) included in fee schedule.*

0-1,000	Square Feet:	\$75
1,001-2,500	Square Feet:	\$100
2,501-5,000	Square Feet:	\$125
5,001-7,500	Square Feet:	\$225
7,501-10,000	Square Feet:	\$275
10,001-	Square Feet:	\$275+\$ 0.02 per square foot

Site Plans:

2nd Review of above plans: No charge

Each Review Beyond 2nd: \$ ½ of original fee

Note: The City of Salida reserves the right to send out plans to an outside reviewing agency and plan review charges will be based upon the amount charged by the reviewing agency.

Business Inspections:

New Business Fire Inspection Fees: \$50 (Initial Visit)
 No charge (First Follow-up Visit)
 \$ 35 (Any additional follow-up visits)

Existing Business Inspections: \$35(Initial Visit)
 No charge (First Follow-up Visit)
 Any additional follow up visits \$35 per

City Permitted Vendor/Food Truck Inspections \$25

Additional User Fees:

Fire works:
 Retail Sales: \$125
 Fireworks Displays Safety Inspection: \$125

Fire Reports (Copies):

Homeowner:	No charge
Commercial	No charge
Insurance Company:	\$25

Fire Investigation Reports: (Copies)

\$25+ any additional expenses

False Alarm Fees (within one calendar year)

6 th -10 th occurrence	\$50
11 th -15 th occurrence	\$100
Over 16 th occurrence	Discretionary

STATUTE	CHARGE	Code	FINE	CC+VA	PTS
BICYCLES					
MTC 1412	Unlawful Number of Persons on Bicycle	925	\$50	\$30+\$5	0
MTC 1412	Bicycle Rider Attached Himself to Motor Vehicle	925	\$50	\$30+\$5	0
MTC 1412	Bicycle Rider Failed to Ride in Right-hand Lane as Required	925	\$50	\$30+\$5	0
MTC 1412	Bicycle Rider Failed to Ride on Right Side of Lane When Being Overtaken	925	\$50	\$30+\$5	0
MTC 1412	Bicycle Rider Failed to Ride Single File When Required	925	\$50	\$30+\$5	0
MTC 1412	Bicycle Rider Failed to Keep at Least One Hand on Handlebars	925	\$50	\$30+\$5	0
MTC 1412	Bicycle Rider Intending to Turn Left Disregarded Official Traffic Control Device	924	\$50	\$30+\$5	0
MTC 1412	Bicycle Rider Failed to Signal Intention to (Turn/Stop)	925	\$50	\$30+\$5	0
MTC 1412	Bicycle Rider Failed to Yield Right of Way to Pedestrian	925	\$50	\$30+\$5	0
MTC 221	Bicycle Not Equipped With Front Lamp Visible 500 Feet to Front	931	\$50	\$30+\$5	0
MTC 221	Bicycle Not Equipped With Red Reflector Visible 600 Feet to Rear	931	\$50	\$30+\$5	0
MTC 221	Bicycle Not Equipped With Side Reflective Material or Lamps	931	\$50	\$30+\$5	0
EQUIPMENT					
MTC 202	Drove a Defective/Unsafe Vehicle	542	\$50	\$30+\$5	2
MTC 223	(Motorcycle/Motorized Bicycle/ Bicycle with Motor Not Equipped With One Brake	548	\$50	\$30+\$5	2
MTC 224	Unlawful use of Horn	551	\$25	\$30+\$5	0
MTC 224	Vehicle Had (No/Defective) Horn	550	\$25	\$30+\$5	0
MTC 225	Vehicle Had (Defective/Improper/No) Mufflers	552	\$25	\$30+\$5	0
MTC 226	Vehicle Did Not Have Rearview Mirror(s)	553	\$25	\$30+\$5	0
MTC 226	Rearview Mirror Did not permit minimum 200ft vision	554	\$25	\$30+\$5	0
MTC 226	Windows had certain materials prohibiting view	554	\$25	\$30+\$5	0
MTC 227	Vehicle Had (No/Defective) Windshield Wipers	555	\$25	\$30+\$5	0
MTC 228	Operated a Vehicle With (Improper/Unsafe) Tires	556	\$25	\$30+\$5	0
MTC 229	Vehicle Not Equipped With (Front Windshield Safety Glass in Front Windshield)	572	\$25	\$30+\$5	0
MTC 1411	Drove Vehicle While Wearing Earphones	467	\$25	\$30+\$5	0
MTC 502	Vehicle Had (Chains/Rope/Wire) (Swinging Dragging/Projecting) from Vehicle	561	\$25	\$30+\$5	0
MTC 608	Vehicle Not Equipped With Turn Signals as Required	540	\$25	\$30+\$5	0
MTC 610	Displayed Unauthorized Insignia on a Public Roadway	541	\$25	\$30+\$5	0
MTC 1409	Operated an Uninsured Motor Vehicle	956	SUMMONS		4
MTC 1409	Failed to Present Evidence of Insurance	957	SUMMONS		4
MTC 233	Alteration of Suspension System		\$25	\$30+\$5	0
MTC 234	Slow-moving vehicles - display of emblem	565	\$25	\$30+\$5	0

STATUTE	CHARGE	Code	FINE	CC+VA	PTS
IMPROPER/RECKLESS/CARELESS DRIVING AND ACTIONS					
MTC 710	Drove Vehicle Upon Sidewalk		166	\$75 \$30 +\$5	3
MTC 711	Drove Vehicle Improperly on Mountain Highway		146	\$75 \$30+\$5	3
MTC 1008	Following Too Closely		142	#### \$30 +\$5	4
MTC 1008	Unlawful Following By Vehicle Drawing another v		165	#### \$30+\$5	4
MTC 1401	Reckless Driving		140	SUMMONS	8
MTC 1402	Careless Driving		141	#### \$30+\$5	4
MTC 1402	Careless Driving Caused Bodily Injury		139	SUMMONS	4
MTC 1404	Drove Vehicle Over Fire Hose		150	\$25 \$30+\$5	0
MTC 1413	Eluding or attempting to elude a police officer	O11		SUMMONS	12
MTC 1211	Limitations on Backing		153	\$50 \$30+\$5	2
INTERFERENCE					
MTC 107	Disregarded (Lawful Order/ Direction of Police Officer Directing Traffic		900	SUMMONS	3
LANE USAGE					
MTC 1007	Changed Lanes When Unsafe		221	\$75 \$30+\$5	3
MTC 1007	Failed to Drive in a Single Lane		223	\$75 \$30 +\$5	3
MTC 1007	Failed to Drive in Designated Lane		225	\$75 \$30+\$5	3
LIGHTS & REFLECTORS					
MTC 204	Failed to Display Lamps When Required		611	\$50 \$30+\$5	2
MTC 202	Operated Vehicle With Defective/Missing Head Lamp		609	\$25 \$30 +\$5	1
MTC 205	Motor Vehicle Not Equiped with Head Lamps as Required		613	\$25 \$30+\$5	0
MTC 205	Motorcycle Not Equiped With Head Lamps as Requir		614	\$25 \$30 +\$5	0
MTC 206	Vehicle not Equiped with Tail Lamps As Required		615	\$25 \$30+\$5	0
MTC 206	Vehicle had (No/Defective) License Plate lamps		619	\$25 \$30 +\$5	0
MTC 208	Vehicle had (No/Defective) Stop Lights		623	\$25 \$30+\$5	0
MTC 217	Failed to Dim Lights When Approaching an Oncoming Vehicle		632	\$50 \$30 +\$5	2
MTC 217	Failed to Dim Lights When Following Another Vehicle		632	\$50 \$30+\$5	2
MTC 219	Displayed more than 4 Lamps When Prohibited		635	\$25 \$30 +\$5	0
MTC 231	Drove on Highway with Park Light When Headlights Required		642	\$25 \$30+\$5	0
MTC 205.5	Lamps on motor vehicles - additional requirements.		613	\$25 \$30 +\$5	0
MTC 211	Lamps on farm equipment & other vehicles and e		543	\$25 \$30+\$5	0
MTC 212	Spot lamps and auxiliary lamps.		544	\$25 \$30 +\$5	0
MTC 209	Lamps or flag on projecting load		543	\$25 \$30+\$5	0
MTC 208	Vehicle had (No/Defective) Turn Signals		624	\$25 \$30+\$5	0

STATUTE	CHARGE	Code	FINE	CC+VA	PTS
Motorcycles					
MTC 232	Motorcycle (operator/passenger) had no Protective Eye ware as Required	161	\$25	\$30 +\$5	0
MTC 1502	Motorcycle (operator/passenger) under 18 Not Wearing an Approved Protective Helmet (Primary)	170	\$75	\$30+\$5	3
MTC 1502	Improper Riding on Motorcycle: State Violation	157	\$75	\$30 +\$5	3
MTC 1503	Illegal Operation of Motorcycle on Laned Roads	226	\$75	\$30+\$5	3
MTC 1504	Person on Motorcycle clung to Another Vehicle	158	\$75	\$30 +\$5	3
MOTORIZED BICYCLES/MOTOR-DRIVRN CYCLES					
MTC 109	Low-power scooters, animals, skis, skates, & toy veh highway	925	\$25	\$30 +\$5	0
MTC 220	Motor-Driven Cycle Not Equipped With Head Lamp as Required	931	\$25	\$30+\$5	0
MTC 220	Motorized Bicycle Did Not Have (Lamp/ Reflector Audible Signal/Brake) as required	931	\$25	\$30 +\$5	0
MTC 109.5	Low Speed electric vehicles	0	\$25	\$30 +\$5	0
Obstructed/Obscured Vison-Interface With Driver					
MTC 201	Number of persons in front seat of vehicle obstructec	450	\$25	\$30 +\$5	0
MTC 201	Driver of Vehicle Allowed Passenger to Ride in an Unsafe Manner	457	\$25	\$30+\$5	0
MTC 201	Television Visible to Vehicle Operator	465	\$25	\$30 +\$5	0
MTC 201	Driver's Vision Obstructed Through Required Gla	452	\$25	\$30+\$5	0
MTC 201	Passenger in Vehicle (Interfered With Obstructed Vision of) Driver	453	\$25	\$30 +\$5	0
MTC 201	Person (Hung On/Attached Himself) to the Outside of Vehicle	456	\$25	\$30+\$5	0
MTC 201	Driver Permitted Person to (Hang On/Attach Himself to the Outside of Vehicle	457	\$25	\$30 +\$5	0
MTC 227	Material on (Windshield/Front Side Windows)Pre: (Nontransparent/Metallic/Mirrored) Appearance (Note: Metallic/Mirrored Applies to Any Window	466	\$25	\$30+\$5	0
MTC 504	Projecting Load on Vehicle Obstructed Driver's Visior	462	\$25	\$30 +\$5	0
MTC 226	Load Obstructed View to Rear –No Mirrors	554	\$25	\$30+\$5	0
OVERSIZE/OWERWITH/OVERLENGTH LOAD/Projecting					
MTC 503	Load Projected Beyond Fender of Left Side of Passenger Vehicle	515	\$25	\$30 +\$5	0
MTC 503	Load Projected More Than 6 Inches on Right Side of Passenger Vehicle	516	\$25	\$30+\$5	0
MTC 504	Rear Projection of Load Exceeded 10 Feet	529	\$25	\$30 +\$5	0
MTC 504	Load Projected Beyond Grill Assembly or Front Wheels	517	\$25	\$30+\$5	0
MTC 209	Lamp or flag on projecting load	543	\$25	\$30 +\$5	0
MTC 506	Trailers and towed vehicles	473	\$25	\$30+\$5	0

STATUTE	CHARGE	Code	FINE	CC+VA	PTS
PARKING VIOLATIONS					
MTC 210	Failed to Display Required Lights When Parked		350	\$25 \$30 +\$5	0
MTC 1202	(Stopped/Parked/Left Standing) Vehicle on Paved Portion of Highway		350	\$25 \$30+\$5	0
MTC 1203	Two Hour Parking		350	\$20	0
MTC 1206	Failed to (Lock Ignition of/Remove Key From) Parked Vehicle		350	\$25 \$30 +\$5	0
MTC 1206	Parked Vehicle Without Setting Brakes		350	\$25 \$30+\$5	0
MTC 1206	Parked Vehicle on Grade Without Turning Wheels to Side of Curb		350	\$25 \$30 +\$5	0
MTC 1207	(Opened Door/Left Door Open) Into Lane of Traffic (When Not Safe/and Interfered With Traffic		916	\$25 \$30+\$5	0
MTC 1208	Improper Use of Disabled Parking Privileges When Not Disabled		362	#### \$30 +\$5	0
MTC 1211	Limitations on Backing		153	\$50 \$30+\$5	2
MTC 1204	Stopping, standing, or parking prohibited in specified places				
(1) A,B,C,D,E,F,G,H,I			\$30	0	0
(2) F			\$30	0	0
(3) A			\$30	0	0
(2) A,C,D			\$30	0	0
(1) E,F,J,K			\$30	0	0
(3) B			\$30	0	0
(2) E			\$30	0	0
MTC 1204	Parking in a Fire Lane		\$50	0	0
MTC 1205	Double Parking, Parked Facing Wrong Way, Parked Over 12" From C		\$30	0	0

PASSING

MTC 802	Passed Vehicle Stopped for Pedestrian in (Marked Unmarked) Crosswalk		203	\$75 \$30 +\$5	3
MTC 1002	Failed to Yield One-Half of the Roadway to Oncoming Vehicle		190	#### \$30+\$5	4
MTC 1003	Passed on Left in Unsafe Manner		192	#### \$30 +\$5	4
MTC 1007	(Attempted to Pass/Passed) on Shoulder of Right Hand Traffic Lane		222	#### \$30+\$5	4

PEDESTRIAN/ANIMAL RIDER VIOLATIONS

MTC 802	Pedestrian Suddenly (Walked/Ran/Rode Bicycle Into Path of Vehicle		411	\$25 \$30 +\$5	0
MTC 805	(Pedestrian/Animal Rider) Failed to (Walk/ Ride) (Along/Upon) Roadway as Required		408	\$25 \$30+\$5	0
MTC 805	Pedestrian on Highway Under the Influence of (Alcohol or a Controlled Substance		803	Summons	0
MTC 801	Pedestrian obedience to traffic control devices and regulations		401	\$25 \$30+\$5	0
MTC 803	Crossing at other than crosswalks		407	\$25 \$30 +\$5	0

STATUTE	CHARGE	Code	FINE	CC+VA	PTS
RIGHT OF WAY (VEHICLE/PEDESTRIAN)					
MTC 604	Failed to Yield Right-of-Way on Right Turn After Stop at Red Light		370	\$75 \$30+\$5	3
MTC 701	Failed to Yield Right-of-Way as Required at Uncontrolled Intersection		371	\$75 \$30 +\$5	3
MTC 703	Failed to Yield at Yield Intersection		372	\$75 \$30+\$5	3
MTC 703	Failed to Yield Right-of-Way When Proceeding From Stop Sign		373	\$75 \$30 +\$5	3
RIGHT OF WAY (VEHICLE/PEDESTRIAN) (Cont...)					
MTC 704	Failed to Yield Right-of-Way Upon Entering Highw (Use when vehicle enters from any place other than a Roadway		374	\$75 \$30+\$5	3
MTC 705	Failed to Yield Right-of-Way to Emergency Vehicle		375	#### \$30 +\$5	4
MTC 705	Failed to Yield Right of Way to a Stationary Emergency Vehicle		141	#### \$30+\$5	4
MTC 710	Failed to Yield Right-of-Way to Pedestrian Upon Entering (Alley/Driveway/Building)		378	#### \$30 +\$5	4
MTC 712	Failed to Yield Right-of-Way to Authorized (Vehicle Pedestrian) in Highway Work Area		382	\$75 \$30+\$5	3
MTC 712	Failed to Yield Right-of-Way to Authorized Service Vehicle Displaying Flashing Yellow Light		382	\$75 \$30 +\$5	3
MTC 802	Failed to Yield Right-of-Way to Pedestrian in Crosswalk		376	#### \$30+\$5	4
MTC 802	Failed to Yield Right-of-Way to Pedestrian at Steady Walk Signal		377	#### \$30 +\$5	4
MTC 807	Driver Failed to Exercise Due Care for Pedestrian		381	#### \$30+\$5	4
MTC 808	Driver Failed to Yield Right-of-Way to Disabled Person		380	Summons	6
MTC 710	Emerging from or entering alley, driveway, or bui		166	\$75 \$30+\$5	3
SAFETY BELT/RESTRAINT					
MTC 236	Failed to (Provide/Properly Use) Rear Facing Child Restraint System (Less than 1 Year Old and Less Than 20 Lbs) (Primary)		574	\$50 \$30+\$5	0
MTC 236	Failed to (Provide/Properly Use) Forward Facing Child Restraint System (1 - 3 Years of Age/ More Than 20 lbs but Less Than 40 lbs) (Primary)		574	\$50 \$30 +\$5	0
MTC 236(2)(b)(I)	Failed to (Provide/Properly Use) An Approved Child Restraint System (4-5 Years of Age Less Than 55 Inches Tall) (Secondary Offense)		574	\$50 \$30+\$5	0
MTC 236	Failed to (Provide/Properly Use) Seatbelt (6-17Years of Age or More than 55" Tall) (Primary)		574	\$50 \$30 +\$5	0
MTC 237	Drove Vehicle When Safety Belt Not in Use		575	\$50 \$30+\$5	0
MTC 237	Drove Vehicle When Front Seat Passenger Not Secured By Safety Belt		960	\$50 \$30 +\$5	0
MTC 1405	Riding in trailers		156	\$50 \$30+\$5	0

STATUTE	CHARGE	Code	FINE	CC+VA	PTS
SCHOOL BUS					
MTC 1903	Failed to Stop for Stopped School Bus Displaying Flashing Red Lights		420	Summons	6
MTC 1903	School Bus Driver Failed to Actuate Visual Signals as Required		422	Summons	2
MTC 1903	School Bus Driver Failed to Stop as Required		421	Summons	3
SIGNALING					
MTC 903	(Failed to Signal as Required/Gave Improper Signal for Turn/Stop/Sudden Decrease in Speed		433	\$50 \$30+\$5	2
MTC 903	Improper Use of Flashing Turn Signal		433	\$50 \$30 +\$5	2
MTC 608	Failed to Use Turn Signals		433	\$50 \$30+\$5	2
MTC 609	Method of giving hand and arm signals		433	\$50 \$30 +\$5	2
SPEEDING					
MTC 1101	Speeding (1-4 MPH Over Limit)	O20	\$50	\$30+\$5	0
MTC 1101	Speeding (5-9 MPH Over Limit)	OO4	\$70	\$30+\$5	1
MTC 1101	Speeding (10-19 MPH Over Limit)	OO5	####	\$30+\$5	4
MTC 1101	Speeding (20-24 MPH Over Limit)	OO6	####	\$30+\$5	6
MTC 1101	Speeding (25-39 MPH Over Limit)	OO6	Summons		6
MTC 1101	Speeding (40 MPH Over Limit)	O16	Summons		12
MTC 1101	Exceeded Safe Speeds for Conditions Indicate Actual speed/Safe Speed	OO7	\$75	\$30+\$5	3
MTC 1103	Impeded Normal Flow of Traffic	OO8	\$75	\$30+\$5	3
MTC 1105	Engaged in Exhibition of Speed	O17	Summons		5
SPILLING LOADS – DAMAGING HIGHWAY					
MTC 512	Damaged (Highway/Highway Structure)		495	\$25 \$30+\$5	0
MTC 1406	(Left/Deposited/Threw) Foreign Matter on Highway		490	\$25 \$30 +\$5	0
MTC 1406	(Left/Deposited/Threw) Burning Material from a Motor Vehicle		491	Summons	0
MTC 1406	Failed to Remove (Lighted/Burning) Matter (Left/Deposited Thrown) on Highway		491	\$25 \$30 +\$5	0
MTC 1407	Spilled Load on Highway/Failed to Cover Load No Flaps When Required		494	\$25 \$30+\$5	0
TRAFFIC CONTROLS					
MTC 106	Disobeyed Sign Closing Highway for (Construction/Event)		999	\$25 \$30+\$5	0
MTC 603	(Failed to Observe/Disregarded) Traffic Control Device		300	#### \$30 +\$5	4
MTC 604	Failed to Obey Traffic Control Signal		304	#### \$30+\$5	4
MTC 604	Failed to Stop for Traffic Control Signal at Place Required		305	#### \$30 +\$5	4
MTC 606	Displayed Unauthorized (Sign/ Signal/Marking/De		311	\$25 \$30+\$5	0

MTC 607	Attempted to/Remove/Altered/Defaced/Knocked Dow	314	\$25	\$30 +\$5	0
STATUTE	CHARGE	Code	FINE	CC+VA	PTS

TRAFFIC CONTROLS (Cont...)

MTC 612	Failed to Proceed (With Caution/as Required) at Inoperative or Malfunctioning Control Signal	320	####	\$30+\$5	4
MTC 703	(Disregarded/Failed to Stop as Required at) Stop Sign at Through Highway	319	####	\$30 +\$5	4
MTC 712	Disregarded (Instructions/Signals) of Authorized Person in Highway Work Area	914	\$75	\$30+\$5	3
MTC 605	Flashing signals	310	####	\$30 +\$5	4
MTC 709	Stop when traffic obstructed	952	\$50	\$30+\$5	2

URNS

MTC 702	Failed to Yield Right-of-Way When Turning Left in Front of Approaching Traffic	278	\$75	\$30+\$5	3
MTC 901	Made Right Turn From Wrong (Position/Lane)	274	\$75	\$30 +\$5	3
MTC 901	Made Left Turn From Wrong (Position/Lane)	273	\$75	\$30+\$5	3
MTC 901	Made Improper Left Turn at Multi-turn Intersection	280	\$75	\$30 +\$5	3
MTC 902	Made unsafe U-Turn at Intersection	270	\$75	\$30+\$5	3

WRONG WAY/WRONG SIDE

MTC 1001	Failed to Drive Vehicle (On Right Side OF Road/ In Right-hand Lane) as Required	250	####	\$30 +\$5	4
MTC 1006	Drove Vehicle Wrong Way on One-Way Roadway	280	\$75	\$30+\$5	3

MISCELLANEOUS

MTC 239	Person under 18 years using a cell phone while drivir	0	\$25	\$30 +\$5	0
MTC 239	Driver texting or conducting data entry while driv	0	\$25	\$30+\$5	0
MTC 1409	Operated an Uninsured Motor Vehicle	956	SUMMONS		4

SCC	CHARGE	FINE	CC+VA
SALIDA CITY CODE		Fine	CC+VA
ANIMAL CONTROL			
SCC 7-5-250	Failed to Restrain and Confine Animal (At Large)		
	1st Offense (Within 12 Months)	\$35	\$30 +\$5
	2nd Offense (Within 12 Months)	\$50	\$30 +\$5
	3rd Offense (Within 12 Months)	####	\$30 +\$5
	After 3rd Offense Within 12 Months	####	\$30 +\$5
SCC 7-5-220	Nuisance Animal-Barking Dog		
	1st Offense (Within 12 Months)	\$25	\$30 +\$5
	2nd Offense (Within 12 Months)	\$50	\$30 +\$5
	3rd Offense (Within 12 Months)	####	\$30 +\$5
	After 3rd Offense Within 12 Months	####	\$30 +\$5
SCC 11-6-70	Prohibited Acts and Conditions- Dogs in parks	\$25	\$30 +\$5
Alcohol/Tobacco/Drugs Charges			
SCC 10-7-30 E	Open Container in Vehicle	\$75	\$30 +\$5
SCC 10 -7-30	Possession/Consumption of Alcoholic beverages in certain plac	####	\$30+\$5
SCC 10-6-70	Possession of Tobacco by a Minor	\$50	\$30 +\$5
SCC 10-7-10	Illegal possession/consumption of Alcohol by an underage pers		Summons
SCC 10-7-60	Possession of Drug Paraphernalia		Summons
SCC 10-7-70	Possession of Cannabis		Summons
PUBLIC DECENCY			
SCC 10 -5-140	Urinating In Public	\$75	\$30 +\$5
SCC 10-5-130	Public Nudity	\$75	\$30+\$5
SCC 10-3-90	Spitting of Littering	\$50	\$30 +\$5
Noise Violations			
SCC 10-9-50	Prohibited Noise Activities	\$50	\$30 +\$5
SCC 10-9-60	Motor Vehicle Noise Prohibited	\$50	\$30+\$5
PUBLIC PARK VIOLATIONS			
SCC 11-6-10	Interference with Private Activities		SUMMONS
SCC 11-6-60	City Park Closure- Remaining After Dark	\$25	\$30 +\$5
SCC 11-6-50	Skating in Salida Skate Park W/O Protective Gear (Helmet and Pads)	\$50	\$30+\$5
SCC 10-3-30	Obstructing or Interfering with public way	\$50	\$30+\$5
SCC 11-6-20	Overnight Camping in Parks	\$50	\$30 +\$5
MISCELLANEOUS			
SCC 8-2-30	Riding Bicycle on Sidewalks	\$25	\$30 +\$5
SCC 8-2-40	Skateboards/Rollerblades on Sidewalks Within Prohibited Skating Limits	\$25	\$30+\$5
SCC 8-2-20	Squeal/Spin Tires- Lose Traction With Road	\$50	\$30 +\$5
SCC 8-2-50	Unnecessary Horn noise	\$25	\$30+\$5
SCC 13 3 90	Watering on Wrong Day/Time	\$25	\$30 +\$5
SCC 10-3-80	Improper Dumping of Garbage, Trash, & Dangerous Materials	####	\$30+\$5
SCC 10-5-50	ASSAULT		SUMMONS
SCC 10-5-10	Disorderly Conduct		SUMMONS
SCC 10-4-50	Theft		SUMMONS
SCC 10-4-10	Criminal Mischief		SUMMONS

SCC	CHARGE	FINE	CC+VA
SCC 10-3-90	Spitting/Littering	####	\$30 +\$5
	MISCELLANEOUS (cont....)		
SCC 11-3-10	Removal of Snow and Ice	\$25	\$30 +\$5
SCC 10-10-10	Fireworks	\$25	\$30+\$5
SCC 8-3-20	Abandoned or Inoperable Vehicles On a Public Way	\$75	\$30 +\$5
SCC 8-3-40	Unlicensed and Unregistered Vehicle on a Public Way Prohibited	\$35	\$30+\$5
SCC 8-3-40 (B)	Unlicensed and Unregistered Vehicle on a Public Way Prohibited	\$50	\$30+\$5
SCC 10-6-10	Curfew Violation		Summons
SCC 10-11-50	Unlawful acts-Smoking in Prohibited Areas	\$25	\$30+\$5
SCC 10-5-40	Loitering	\$25	\$30 +\$5



2021 Fees and Charges for Public Works Services

TYPE OF PERMIT / SERVICE / RENTAL	Fee
Sidewalk Permit	\$40.00
Driveway Permit	\$50.00
Street Cut Permit (One Lane), <i>\$1,000 Deposit Required</i>	\$200.00
Street Cut Permit (Two Lane) <i>\$1,500 Deposit Required</i>	\$300.00
Alley Cut Permit	\$125.00
Curb & Gutter Permit	\$45.00
Lateral Cuts in Asphalt	\$1.00/ft (\$40 min)
Boring under Asphalt Streets	\$150.00
Fire Hydrant Meter Rental	\$ 75(SET) + \$25/WK
Water Line Tap at Main Line – Physical Connection Fee (up to 1’)	\$275.00
Sewer Line Tap at Main Line – Physical Connection Fee (4’)	\$240.00 - \$400.00
Temporary Water Disconnection Fee (other than for non-payment on account)	1x annually – no charge; \$40.00/occurrence thereafter
Permanent Disconnection of Water Line	\$100.00
Municipal Worker Hourly Charge	\$45.00 / hr
Public Works Truck Charge	\$50.00 / hr
Public Works Equipment Charge	\$100.00 / hr

NOTES:

1. Any application may incur the cost of one or more of the above listed items.
2. In the event the City must retain professional services to process or evaluate an application, the applicant shall bear the costs for the review, including engineers, consultants and attorney review time. A deposit of 2x the application fee to cover the reasonable anticipated costs for publication of notice and outside professional services shall be required from the applicant at the time of the application. Any balance of the deposit remaining after completion of the review shall be refunded. If the deposit is insufficient for the costs incurred, the Applicant shall pay the additional amounts within fifteen days (15) of invoice.
3. All other fees are nonrefundable.
4. Permit fees shall be increased by the greater of \$100 or double the normal fee if work is started prior to issuance of permit.
5. Street cut permit requires a deposit of \$1,000/1-lane & \$1,500/2-lanes.
6. Public works municipal worker, trucks, and equipment charges apply to repairs to public property damage or other similar events.



WASTEWATER TREATMENT PLANT	Fee
Outside Lab Testing	
Biochemical Oxygen Demand	\$ 35.00
Carbonaceous BOD	\$ 35.00
Soluble BOD	\$ 35.00
Fecal Coliform	\$ 35.00
E Coli	\$ 35.00
Total Coliform	\$ 35.00
Total Suspended Solids	\$ 35.00
Total Dissolved Solids	\$ 17.50
Conductivity	\$ 17.50
Distillation for Nitrate & Nitrite	\$ 35.00
Ammonia Nitrogen	\$ 41.00
Nitrate Nitrogen	\$ 17.50
Nitrite Nitrogen	\$ 17.50
Total Kjeldahl Nitrogen	\$ 30.00
Oil & Grease	\$ 118.00
pH	\$ 2.30
Total Solids	\$ 17.50
Volatile Solids	\$ 17.50
Alkalinity	\$ 17.50
Volatile Acids	\$ 46.00
Total Organic Carbon	\$ 77.00
Sulfates	\$ 17.50
Chlorides	\$ 17.50
Iron	\$ 17.50
Sulfides	\$ 17.50
Total Inorganic Nitrogen	\$ 59.00
Total Phosphorous	\$ 59.00
Total Nitrogen	\$ 59.00
Hardness	\$ 17.50
Hourly Rate Charge	\$45.00
Dump Fees	
Charter buses	\$28.00
1,000 gallons of septage waste	\$106.00
Grease (tiered rates):	
- up to 50 gallons	\$37.50/total
- 51+ gallons	\$0.60/gal

2021 Parks and Recreation Rental Rates and Fees :

The Department of Parks and Recreation, along with the Salida City Council and the Parks, Recreation, Open Space and Trails Advisory Board, engaged in cost recovery/subsidy and financial strategy work in 2020. Through this work, service categories and subsidy goals were established for the services that the Department offers. Where applicable, the service category is listed for the serve offered in the following tables. The Department is comparing subsidy goals to current fees and a draft financial support and sustainability plan to determine appropriate fees in 2021. Additionally, Pool Access has changed dramatically due to COVID 19. Memberships were placed on hold and all visits require registration. Memberships (including health insurance based membership - Silver Sneakers) are being researched and will be addressed when Public Health orders allow.

Park Amenity	Deposit under 50	Deposit 50 or more	Flat fee	Fee less than 4 hours	Fee 4 hours of more	Over night fee	Partner reduction (501(c)3 or Gov't)
Park - Riverside, Alpine	100	200	n/a	100	200	200	50%
Park - Marvin, Chisolm, Thonoff, others	0	100	n/a	50	100	200	50%
Pavillion - Centennial	0	100	n/a	25	100	n/a	50%
Pavillion - Chisolm	0	100	n/a	25	100		50%
Band Shell - Riverside	200	200	40/hr	n/a	n/a	n/a	50%
Court - Centennial Basketball, Centennial Tennis	0	100	25/hr	n/a	n/a	n/a	n/a
Court - Alpine Basketball	50	100	50/hr	n/a	n/a	n/a	n/a
Picnic tables - All parks	0	0	0	n/a	n/a	n/a	n/a
BBQ - Centennial	0	0	0	n/a	n/a	n/a	n/a
Activity Bus	100	n/a	\$22	\$1/mile	\$1/mile	n/a	50%
Park water connection (each)	n/a	n/a	30	n/a	n/a	n/a	n/a
Park power connection (each)	n/a	n/a	30	n/a	n/a	n/a	n/a
Barricade delivered (1-50)	n/a	n/a	100	n/a	n/a	n/a	n/a
Barricade delivered (each additional 50)	n/a	n/a	75	n/a	n/a	n/a	n/a
Barricade picked up and returned by applicant	n/a	n/a	50	n/a	n/a	n/a	n/a
Cones picked up and returned by applicant	n/a	n/a	15	n/a	n/a	n/a	n/a
Cones Delivery	n/a	n/a	30				
Fencing delivered	n/a	n/a	100	n/a	n/a	n/a	n/a
Sprinkler flagging (for vehicles in parks)	n/a	n/a	100	n/a	n/a	n/a	n/a
Street Closure fee	n/a	n/a	0	n/a	n/a	n/a	n/a

*Paying the rental fee for an amenity grants exclusive use of that amenity. The responsibility is on the renter to provide the receipt of the rental to clarify for any existing users on the day of the rental.

Activities	Fee	Service category	CR % goal
Babysitting Class	\$100	Community Ed	5-20%
First Aid & CPR	\$50	Community Ed	5-20%
Lifeguarding Class	\$200	Community Ed	5-20%
Water Safety Instructor Class	\$200	Community Ed	5-20%
Learn to Swim Lesson	\$50	Community Ed	5-20%
Private Lessons	\$25	Private	100-120%
Longfellow Swim Lessons	\$5200	Community Event	10-20%
Montessori Swim Lessons	\$500	Community Event	10-20%
Splash	\$5	Recreational intro skill	30-50%
Arthritis	\$3	Recreational intro skill	30-50%
Cardio Splash	\$5	Recreational intro skill	30-50%
Adult Coached Swim	\$5	Recreational intro skill	30-50%
Water Yoga Class	\$5	Recreational intro skill	30-50%
Aquabike Class	\$8	Recreational intro skill	30-50%
Water Pilates	\$5	Recreational intro skill	30-50%
SUP Class	\$8	Recreational intro skill	30-50%
Youth Summer Swim Team	\$95/\$75	Facility Rental	90-100%
Youth Extended Season Swim Team	\$32/\$25	Facility Rental	90-100%
High School Swim Team	\$500	Facility Rental	90-100%
Kayaking	\$15	Recreational intro skill	30-50%
Kayak Polo	\$15	Recreational intro skill	30-50%
Indoor Pickleball- Daily	\$5	Monitored Open Access	50-70%
Indoor Pickleball- 5 visit pass	\$22.50	Monitored Open Access	50-70%
Indoor Pickleball- 10 visit pass	\$40	Monitored Open Access	50-70%
Underwater Easter Egg Hunt	\$5	Community Event	10-20%

Pool access	Fee	Service category	CR % goal
1.5 hour pool access individual purchase	\$6	COVID 19	-
1.5 hour pool access 10 pack purchase	\$50	COVID 19	-
Before & After hour pool rentals	\$60+	Private Rentals	90-100%
Pre-COVID -19 schedule			
Daily Rate - Adult 18 yrs & older	\$11	Monitored open access	0-10%
Daily Rate - Youth 6yrs - 17yrs	\$5	Monitored open access	0-10%
Daily Rate- Child 5yrs & under	\$3	Monitored open access	0-10%
Daily Rate - Military	\$9	Monitored open access	0-10%
Shower Only	\$5	Rental	90-100%
Locker rentals	\$1	Rental	90-100%
Discounted Rates - Adults 18yrs & older	\$5	Monitored open access	0-10%
Discounted Rates - Youth 6yrs - 17yrs	\$3	Monitored open access	0-10%
Discounted Rates - Child 5yrs & under	\$2	Monitored open access	0-10%
Soaking pools - Adult	\$15	Rental	90-100%
Soaking pools - Military	\$10	Rental	90-100%
Soaking pools - 2 Adults	\$23	Rental	90-100%
Soak and Swim - 1 Adult	\$18	Rental	90-100%
10 Visit Soaking Pool Pass	\$125	Rental	90-100%
Membership - One Year Single	\$250	Monitored open access	0-10%
Membership - 6 Months Single	\$145	Monitored open access	0-10%
Membership - One Year Family	\$500	Monitored open access	0-10%
Membership - 6 Month Family	\$290	Monitored open access	0-10%
Adult Access Pass	\$75	Monitored open access	0-10%
Youth Access Pass	\$37.50	Monitored open access	0-10%
Dive and Jive	\$5	Community Events	10-20%
Boys & Girls Club	\$3	Community Events	10-20%

Refund Policies:

Pass/Membership Refund Policy:

All Salida Hot Springs Aquatic Center passes and memberships are non-refundable and non-transferable starting January 1st, 2021.

Hardship Termination Criteria:

The following criteria must be met to qualify for a hardship refund:

- A job transfer outside a 25 mile radius of Salida. The pass or membership holder must provide a letter from their Human Resources Department stating that they are being transferred or have a new position.
- In case of medical condition the following options are available:
 - A Salida Hot Springs Aquatic Center passholder, member or class registrant may receive a refund if they provide a letter from their physician stating that they are on a medical restriction of an indefinite nature.
 - A Salida Hot Springs Aquatic Center pass or membership can be put on hold and the expiration extended if the participant provides a letter from a physician stating how long they are on a medical restriction.

Program Refund Policy for Cancelled Classes:

If a class is cancelled or closed, you will receive a full refund in the form of a check or credit card refund. There are no cash refunds and a refund can take approximately three weeks to process.

Refund prior to the Class:

Refunds will be made only before the start of the class or activity if the client gives 24 hour notice or the client presents an acceptable hardship termination notice.

Refunds after the class:

Refunds will only be made after the class if the client presents an acceptable hardship termination notice.

Inclusionary Housing In-Lieu Fees:

If an applicant chooses to pay an in-lieu fee for all or part of the inclusionary housing required for the project, the fee shall be calculated as described here and be due no later than issuance of the building permit.

- (a) Annexations, Planned Developments, Major Subdivisions, and Condominium Plats of Five (5) Units or More: The in-lieu fee shall be the following for each non-restricted for-sale unit within the development:

$$\frac{\text{AHR} - \text{AHP}}{\text{AHR}} \times \$16.51 \text{ per square foot of the principal unit (excluding garage)}$$

Where: AHR = Affordable Housing Units Required
AHP = Affordable Housing Units Provided

* The in-lieu fee for attached rental units (duplex units and greater) under single ownership and on the same lot shall be \$3.00 per square foot of the rental unit (excluding garages). Should such a unit be converted to a saleable unit (via subdivision, condominiumization, etc.), the applicant shall be responsible for paying the difference between the rental unit in-lieu fee originally paid and the for-sale unit in-lieu fee applicable at the time of such conversion.

- (b) Minor Subdivisions: The in-lieu fee shall be the following for each non-restricted for-sale unit within the development:

$$\frac{\text{AHR} - \text{AHP}}{\text{AHR}} \times \$8.26 \text{ per square foot of the principal unit (excluding garage)}$$

Where: AHR = Affordable Housing Units Required
AHP = Affordable Housing Units Provided

* The in-lieu fee for attached rental units (duplex units and greater) under single ownership and on the same lot shall be \$3.00 per square foot of the rental unit (excluding garages). Should such a unit be converted to a saleable unit (via subdivision, condominiumization, etc.), the applicant shall be responsible for paying the difference between the rental unit in-lieu fee originally paid and the for-sale unit in-lieu fee applicable at the time of such conversion.

Local Market Update for May 2021

A Research Tool Provided by the Colorado Association of REALTORS®

Chaffee County

Contact the REALTORS® of Central Colorado for more detailed local statistics or to find a REALTOR® in the area.

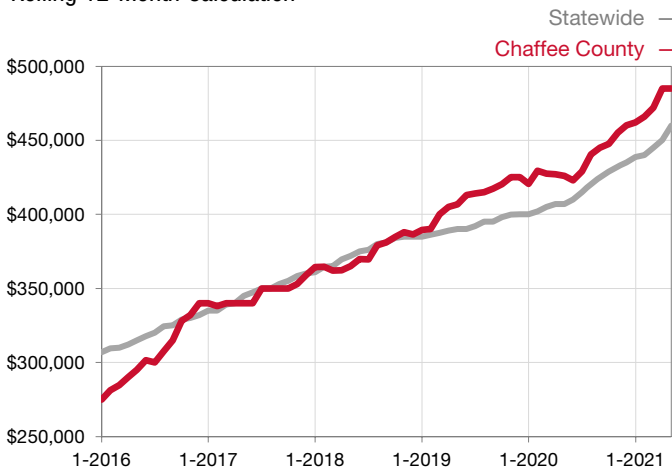
Single Family	May			Year to Date		
	2020	2021	Percent Change from Previous Year	Thru 05-2020	Thru 05-2021	Percent Change from Previous Year
Key Metrics						
New Listings	56	50	- 10.7%	198	215	+ 8.6%
Sold Listings	27	43	+ 59.3%	137	194	+ 41.6%
Median Sales Price*	\$459,000	\$550,000	+ 19.8%	\$418,000	\$534,500	+ 27.9%
Average Sales Price*	\$456,728	\$562,221	+ 23.1%	\$433,368	\$625,633	+ 44.4%
Percent of List Price Received*	97.2%	98.5%	+ 1.3%	97.3%	98.4%	+ 1.1%
Days on Market Until Sale	69	39	- 43.5%	90	46	- 48.9%
Inventory of Homes for Sale	167	43	- 74.3%	--	--	--
Months Supply of Inventory	4.9	0.9	- 81.6%	--	--	--

* Does not account for seller concessions and/or down payment assistance. | Activity for one month can sometimes look extreme due to small sample size.

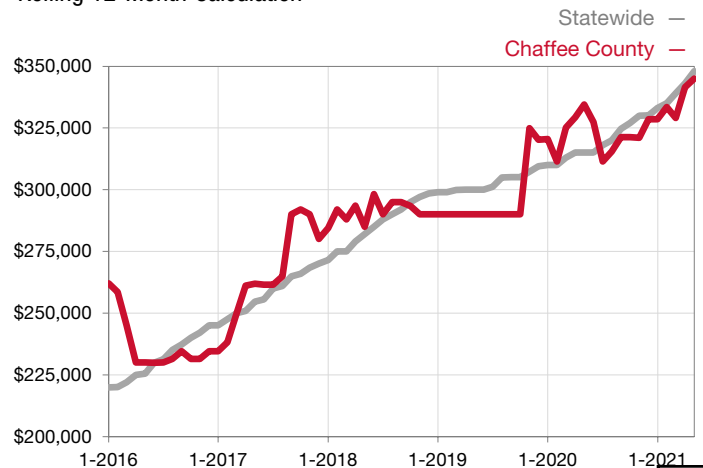
Townhouse/Condo	May			Year to Date		
	2020	2021	Percent Change from Previous Year	Thru 05-2020	Thru 05-2021	Percent Change from Previous Year
Key Metrics						
New Listings	15	7	- 53.3%	63	49	- 22.2%
Sold Listings	2	6	+ 200.0%	37	44	+ 18.9%
Median Sales Price*	\$217,788	\$525,000	+ 141.1%	\$321,500	\$375,000	+ 16.6%
Average Sales Price*	\$217,788	\$545,083	+ 150.3%	\$373,027	\$397,267	+ 6.5%
Percent of List Price Received*	100.0%	100.5%	+ 0.5%	98.3%	101.2%	+ 3.0%
Days on Market Until Sale	0	34	--	54	12	- 77.8%
Inventory of Homes for Sale	45	5	- 88.9%	--	--	--
Months Supply of Inventory	5.0	0.5	- 90.0%	--	--	--

* Does not account for seller concessions and/or down payment assistance. | Activity for one month can sometimes look extreme due to small sample size.

Median Sales Price – Single Family
Rolling 12-Month Calculation



Median Sales Price – Townhouse-Condo
Rolling 12-Month Calculation



SALIDA INCLUSIONARY HOUSING FEE CALCULATOR

Project	Total No. of Units	No. of AH units required	Units of AH Provided in Project	Median Home Value*	AH Home Price @ 80% AMI for 4 Person HH**	D-E	In-lieu Fee	Per Unit	Per SF of market units	Per Market Unit Charge:		
										If Units are 1650 SF	If Units are 1200 SF	If Units are 2000 SF
A. Does not include AH (Annexations, PDs, Condos ≥ 5, Major Subdivisions)	8	1	0	\$ 505,013	\$ 287,031	\$ 217,982	\$ 217,982	\$ 27,248	\$ 16.51	\$ 27,248	\$ 19,817	\$ 33,028
B. Does not include AH (Minor Subdivisions)	8	1	0	\$ 505,013	\$ 287,031	\$ 217,982	\$ 108,991	\$ 13,624	\$ 8.26	\$ 13,624	\$ 9,908	\$ 16,514

* All home types sold in Chaffee County, per Realtors of Central Colorado (thru May 2021)

** Not including standard \$250/mo for utilities & fees

SAMPLE FEE BREAKDOWN FOR UNITS PROVIDED IN A THEORETICAL 64-UNIT DEVELOPMENT

	Total No. of Units	No. of AH units req'd (AHR)	AH Units Provided in Project (AHP)	(AHR - AHP) /AHR	Home Size (SF)	Fee per non-AH unit	Sample Fees collected
Project includes AH at 0%	64	8	0	1	1650	\$ 27,247.75	\$ 1,743,856.00
Project includes AH at 12.5%	64	8	1	0.875	1650	\$ 23,841.78	\$ 1,502,032.22
Project includes AH at 25%	64	8	2	0.75	1650	\$ 20,435.81	\$ 1,267,020.38
Project includes AH at 37.5%	64	8	3	0.625	1650	\$ 17,029.84	\$ 1,038,820.47
Project includes AH at 50%	64	8	4	0.5	1650	\$ 13,623.88	\$ 817,432.50
Project includes AH at 62.5%	64	8	5	0.375	1650	\$ 10,217.91	\$ 602,856.47
Project includes AH at 75%	64	8	6	0.25	1650	\$ 6,811.94	\$ 395,092.38
Project includes AH at 87.5%	64	8	7	0.125	1650	\$ 3,405.97	\$ 194,140.22
Project includes AH at 100%	64	8	8	0	1650	\$ -	\$ -

SALIDA INCLUSIONARY HOUSING FEE CALCULATOR FOR RENTAL UNITS (DUPLEX AND GREATER)

Project	Total No. of Units	No. of AH units required	Units of AH Provided in Project	Median Monthly Rental for 2BD Apt*	AH Monthly Rent @ 80% AMI for 4 Person HH**	D-E	In-lieu Fee (based on 20 yrs affordability)	Per Unit Average	Per SF of market units (800 SF)***	Per Market Unit Charge:		
										If Units are 800 SF	If Units are 500 SF	If Units are 1200 SF
A. All rental units	8	1	0	\$ 1,404.00	\$ 1,324.00	\$ 80.00	\$ 19,200.00	\$2,400.00	\$3.00	\$2,400	\$1,500	\$3,600

* Chaffee Housing Office based upon available data (May 2021)

** Standard Utilities included

*** If ever condominiumized, owner shall pay balance between this fee and IH fee for for-sale units at time of condominiumization, prior to approval



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: July 6th, 2021

AGENDA ITEM NO.	ORIGINATING DEPARTMENT: Community Development	PRESENTED BY: Bill Almquist
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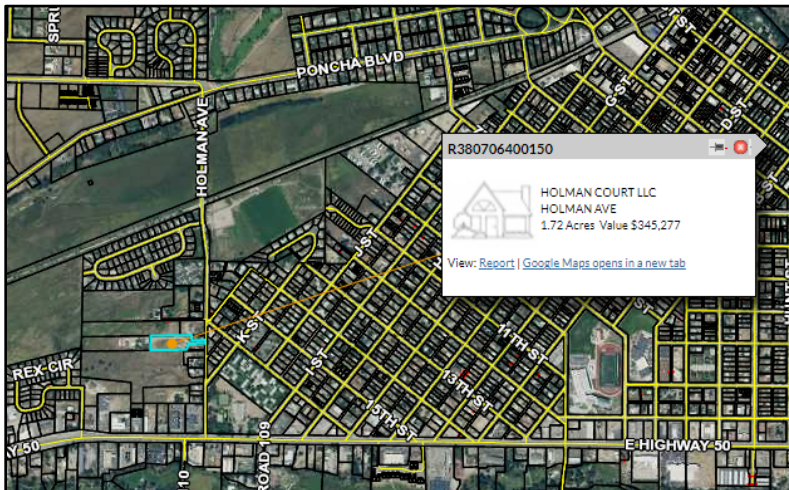
ITEM:

Resolution No. 2021-23 Approving Development Improvements Agreement; Subdivision Improvements Agreement; and Inclusionary Housing Agreement for Holman Court Planned Development and Major Subdivision.

BACKGROUND:

The Holman Court Planned Development and Major Subdivision was approved by the City Council with the adoption of Ordinance 2021-03 on April 6, 2021. Holman Court is 14-unit residential project on 1.72 acres that was approved by a planned development which allowed for lots that will have frontage along a private drive, as well as an increase in maximum parking /access lot coverage and a reduction in the minimum landscape area per lot. As part of the negotiations, the applicants agreed to build two (2) affordable housing units within the development, which represents a percentage higher than the 12.5% otherwise required via Inclusionary Housing.

Vicinity Maps and Development Site Plan

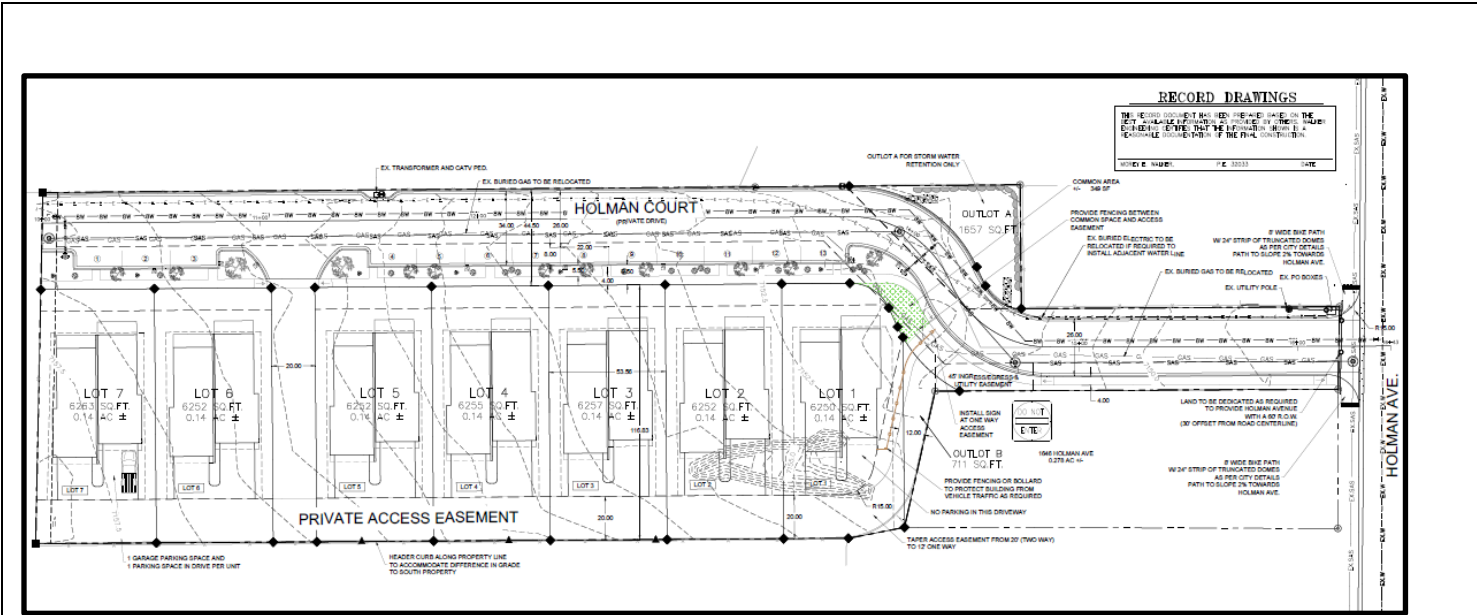




REQUEST FOR CITY COUNCIL ACTION

Meeting Date: July 6th, 2021

AGENDA ITEM NO.	ORIGINATING DEPARTMENT: Community Development	PRESENTED BY: Bill Almquist
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DISCUSSION:

The attached agreement addresses the financial guarantees for the construction of public improvements for the project, which in this case are primarily water and wastewater lines within the private drive, as well as the particulars for implementing the City’s inclusionary housing requirements. The particulars of these two main sections of the Holman Court agreement are described below:

DEVELOPMENT IMPROVEMENTS AND SUBDIVISION IMPROVEMENTS AGREEMENT:

Section 16-2-60 of the Salida Municipal Code (SMC) requires a subdivision improvements agreement for subdivisions and a development improvements agreement for planned developments. Section 5 of the agreement sets the standard for the developer to put in place a financial guarantee in place for the public improvements which the City can utilize to complete the project in case of default by the developer. The amount of the financial guarantee generally must be 125% of the estimated cost; for Holman Court the amount is \$383,147.66. However, this amount also includes estimates for the private drive and other elements that the City will not own; therefore the developer has provided a performance bond in the amount of the estimate (\$383,147.66), which Public Works has deemed acceptable. This portion of the agreements also describes the construction and approval process; and the warranty timeline between approvals and when the City takes ownership and maintenance of the public facilities. Section 6 defines the projected construction schedule.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: July 6th, 2021

AGENDA ITEM NO.	ORIGINATING DEPARTMENT: Community Development	PRESENTED BY: Bill Almquist
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INCLUSIONARY HOUSING:

Article XIII of Chapter 16 of the SMC went into effect in November of 2018 with the adoption of Ordinance 2018-14. The ordinance requires major subdivisions to either include 12.5% of the units as affordable; or pay a fee-in-lieu, due at the time of building permit submittal. During the Planned Development review process, the applicant offered to provide a total of two (2) affordable housing units- a total of approximately 14% of all units, which was provided as a condition of approval (among others) for the project. The code requires the final agreement for how a developer will meet the requirements to be by agreement between the City and Developer. Section 7 specifically defines how the inclusionary housing responsibilities will be met.

STAFF RECOMMENDATION:

Staff recommends approval of the Development Improvements; Subdivision Improvements; and Inclusionary Housing Agreement for the Holman Court Planned Development and Major Subdivision.

SUGGESTED MOTION:

A council person should make the motion to “Approve Resolution 2021-23 to approve the proposed development improvements; subdivision improvements; and inclusionary housing agreement for the Holman Court Planned Development and Major Subdivision.”

Attachments:

Resolution 2021-23

Proposed Development Improvements; Subdivision Improvements; and Inclusionary Housing Agreement for the Holman Court Planned Development and Major Subdivision

Conditions of Approval for Holman Court PD and Subdivision from Ordinance 2021-03

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 23
(Series 2021)**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO
APPROVING THE DEVELOPMENT IMPROVEMENT; SUBDIVISION
IMPROVEMENT; AND INCLUSIONARY HOUSING AGREEMENT FOR THE
HOLMAN COURT PLANNED DEVELOPMENT AND MAJOR SUBDIVISION.**

WHEREAS, the property owners, Holman Court, LLC (“Developer”) are owners of the proposed Holman Court Planned Development and Major Subdivision; and

WHEREAS, on April 6, 2021 the City Council approved Ordinance No. 2021-03 for the Holman Court Planned Development and Major Subdivision which consists of seven (7) lots and 14 units on the 1.72 acres (“Property”); and

WHEREAS, pursuant to Sections 16-2-60 of the Salida Municipal Code (“Land Use Code”) and the conditions set forth in Ordinance 2021-03, the City and the Developer wish to enter into a Development Improvements and Subdivision Improvements Agreement to set forth their understanding concerning the terms and conditions for the construction of the development’s public improvements and other improvements; and

WHEREAS, pursuant to Section 16-13-20(g) of the Land Use Code, certain residential developments must also enter into an inclusionary housing agreement with the City Council; and

WHEREAS, the City Council therefore now wishes to approve and execute a Development Improvements; Subdivision Improvements; and Inclusionary Housing Agreement with Developer for the Holman Court Planned Development and Major Subdivision; and

WHEREAS, upon such approval, city staff shall be permitted to correct non-substantive errors, typos and inconsistencies that may be found in the Agreement, as approved by the Mayor.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Salida that:

The Development Improvements; Subdivision Improvements; and Inclusionary Housing Agreement for the Holman Court Planned Development and Major Subdivision, annexed hereto and incorporated herein as “Exhibit A” is hereby approved.

RESOLVED, APPROVED AND ADOPTED on this 6th day of July, 2021.

CITY OF SALIDA, COLORADO

Mayor PT Wood

(SEAL)
ATTEST:

City Clerk/Deputy City Clerk

Exhibit A
Development Improvements; Subdivision Improvement; and Inclusionary Housing Agreement

**DEVELOPMENT IMPROVEMENTS; SUBDIVISION IMPROVEMENTS; AND
INCLUSIONARY HOUSING AGREEMENT
(Holman Court PD and Major Subdivision)**

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into this _____ day of _____, 2021, by and between the CITY OF SALIDA, COLORADO, a Colorado statutory city (“City”), and HOLMAN COURT, LLC, a limited liability corporation (“Developer”) (each a “Party” and together the “Parties”).

Section 1 - Recitals

- 1.1 The Developer contends that it is the fee title owner of certain lands known as Holman Court Planned Development and Major Subdivision (the “Project”), and more particularly described on attached **Exhibit A**, which is incorporated herein by this reference (the “Property”). The Property is located within the boundaries of the City.
- 1.2 The Developer received Planned Development overlay approval and approval for a 7-lot major subdivision for the residential project on a 1.72 acre site zoned R-2 on April 6, 2021 when the City Council adopted Ordinance 2021-03 on second reading.
- 1.3 Section 16-2-60 of the Salida Municipal Code requires that the applicants enter into development and subdivision improvements agreements with the City. Pursuant to Section 16-13-20 (g) of the Land Use Code, residential developments must enter into an inclusionary housing development agreement with the City Council. Such agreements may be part of a development improvements or subdivision improvements agreement. The agreement shall address the total number of units; the number of affordable units provided; standards for parking, density and other development standards for projects meeting the requirements; design standards for the affordable units and any restrictive covenants necessary to carry out the purposes of the inclusionary housing requirements.
- 1.4 Pursuant to Section 16-2-60 of the Land Use Code, the City and the Developer wish to enter into this Agreement to set forth their understanding concerning requirements of the Project including fees; provision of affordable housing, and on-site public improvements to be constructed and installed on the Property in association with the Developer’s activities under any building permit issued under the Permit Application, if approved (“Building Permit”).
- 1.5 The development plan for the Planned Development was recorded on _____, 2021 at reception number _____ of the Chaffee County Recorder’s Office.
- 1.6 The City wishes to advance development within municipal boundaries in accordance with the City of Salida Comprehensive Plan adopted April 16, 2013, as it may be amended.

- 1.7 The City has determined that this Agreement is consistent with the City of Salida 2013 Comprehensive Plan and all applicable City Ordinances and regulations.
- 1.8 The City and the Developer acknowledge that the terms and conditions hereinafter set forth are reasonable, within the authority of each to perform, and consistent with the City of Salida Comprehensive Plan.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the City and the Developer agree as follows:

Section 2 – Definitions

As used in this Agreement, the following terms have the following meanings:

- 2.1 “Agreement” means this Development Improvements; Subdivision Improvements; and Inclusionary Housing Agreement. The Recitals in Section 1 above are fully incorporated into this Agreement and made a part hereof by this reference.
- 2.2 “Affordable Housing” means units that are deed restricted to be rented or sold to households earning 70 to 80% of the Area Median Income for Chaffee County as specified by Condition #5 of Ordinance 2018-04.
- 2.3 “Building Permit” means any building permit issued under the Permit Application, if approved.
- 2.4 “City” means the City of Salida, a Colorado statutory City.
- 2.5 “City Administrator” means the City Administrator of the City of Salida, and the City Administrator’s designee.
- 2.6 “City Code” means the City of Salida Municipal Code.
- 2.7 “City Council” means the City Council of the City of Salida, Colorado.
- 2.8 “Dark Sky-Compliant” means lighting in compliance with Section 16-8-100 of the Land Use Code and intended to protect the night sky from nuisance glare and stray light from poorly aimed, poorly placed, poorly maintained, or poorly shielded light sources.
- 2.9 “Developer” means HOLMAN COURT, LLC, and its successor(s)-in-interest with respect to the Property.
- 2.10 “Development” means all work on the Property required to transform the Property into the Holman Court Planned Development and Major Subdivision approved by the City by means of Ordinance 2021-03. The term “Development” includes, without limitation, the demolition of existing structures; grading; construction of new structures; and construction of improvements, including without limitation streets, signage, landscaping,

drainage improvements, sidewalks, utilities, and other improvements. When the context so dictates, the verb “Develop” may be used in place of the noun “Development.”

- 2.11 “Drainage Plan” means the drainage system designed for the subdivision in accordance with Section 16-8-60 of the Land Use Code.
- 2.12 “Easement Lands” means all real property to be dedicated to the City hereunder in the form of easements.
- 2.13 “Effective Date” means the date on which City Council adopted a resolution approving the execution of this Agreement. On the Effective Date, this Agreement will become binding upon and enforceable by the City and the Developer.
- 2.14 “Force Majeure” means acts of God, fire, abnormal weather, explosion, riot, war, labor disputes, terrorism, or any other cause beyond the applicable Party’s reasonable control. A lack of money or inability to obtain financing does not constitute Force Majeure.
- 2.15 “Land Use Code” means the City’s Land Use and Development Code, Title 16 of the City Code.
- 2.16 “Native Vegetation” means “native plant” as defined in the Colorado Noxious Weed Act, C.R.S. § 35-5.5-103(15).
- 2.17 “Noxious Weed” takes the meaning given to that term in the Colorado Noxious Weed Act, C.R.S. § 35-5.5-103(16).
- 2.18 “Other Required Improvements Warranty Period” means a period of two years from the date that the City Engineer or the City Engineer’s designee, in accordance with the terms and conditions of paragraph 5.9 below, approves the Required Improvements that are not Public Improvements, and certifies their compliance with approved specifications.
- 2.19 “Performance Guarantee” means cash, a letter of credit, a cash bond, a performance bond, or other security acceptable to the City Attorney to secure the Developer’s construction and installation of the Required Improvements, in an amount equal to 125% of the estimated cost of said Required Improvements.
- 2.20 “Permit Application” means the Developer’s full and complete application for a building permit for any residential units to be constructed on the Property. The Permit Application is on file in the office of the City Administrator and is fully incorporated herein and made a part hereof by this reference.
- 2.21 “Property” means the land that is known as the “Holman Court Planned Development and Major Subdivision” and described in attached **Exhibit A**.
- 2.22 “Public Improvements” means Required Improvements constructed and installed by the Developer and dedicated to the City in accordance with this Agreement, including without

limitation water mains, water service lines, water laterals, fire hydrants, and other water distribution facilities; irrigation lines and facilities; wastewater collection mains, lines, laterals, and related improvements; drainage facilities in public rights-of-way; handicap ramp improvements; and required curbs, sidewalks, and street improvements. The Required Improvements that are also Public Improvements are identified on attached **Exhibit B**.

- 2.23 “Public Improvements Warranty Period” means a period of one year from the date that the City Engineer or City Engineer’s designee, in accordance with the terms and conditions of paragraph 5.9 below, approves the Public Improvements and certifies their compliance with approved specifications.
- 2.24 “Reimbursable Costs and Fees” means all fees and costs incurred by the City in connection with the City’s processing and review of the Development Plan, Subdivision Plat, Permit Application and the Building Permit; and the City’s drafting, review, and execution of this Agreement.
- 2.25 “Required Improvements” means the public and other improvements that the Developer is required to make to the Property in association with the Developer’s activities under the Permit Application and the Building Permit, including without limitation improvements for roads, signage, landscaping, drainage improvements, sidewalks, and utilities.
- 2.26 “Subdivision Plat” means Holman Court major subdivision of the Property approved by Ordinance No. 2021-03.
- 2.27 “Water Facilities” means the water main, service line, and all other appurtenances and necessary components of the water distribution system to be constructed by the Developer to extend City water service to the Property.

Any term that is defined in the Land Use Code or the City Code but not defined in this Agreement takes the meaning given to that term in the Land Use Code or the City Code.

Section 3 – Purpose of Agreement and Binding Effect

- 3.1 Holman Court Planned Development and Major Subdivision. The Holman Court Planned Development and Major Subdivision is a residential project consisting of residential uses in conformance with specific requirements stated in Ordinance 2021-03. The Developer intends to develop the project including 14 residential units for rental or sale; of which 2 must be rented or sold as affordable housing.
- 3.2 Contractual Relationship. The purpose of this Agreement is to establish a contractual relationship between the City and the Developer with respect to the improvements the Developer is required to make to the Property in association with the Developer’s activities under the Permit Application and the Building Permit, and to establish terms and conditions for such improvements. The terms, conditions, and obligations described herein are

contractual obligations of the Parties, and the Developer waives any objection to the enforcement of the terms of this Agreement as contractual obligations.

- 3.3 Binding Agreement. This Agreement benefits and is binding upon the City, the Developer, and the Developer's successor(s). The Developer's obligations under this Agreement constitute a covenant running with the Property.
- 3.4 Reservation. To the extent that the City becomes aware of new information about the Property, and notwithstanding anything to the contrary herein, the City reserves the right to require new terms, conditions, or obligations with respect to the Required Improvements for the Property.

Section 4 – Development of Property

- 4.1 The City agrees to the Development of the Property, and the Developer agrees that it will Develop the Property, only in accordance with the terms and conditions of this Agreement and all requirements of the City Code; Ordinance No. 2021-03; and all other applicable laws and regulations, including without limitation all City Ordinances and regulations, all State statutes and regulations, and all Federal laws and regulations.
- 4.2 The approval of the planned development and major subdivision by the City Council on April 6, 2021 constitutes approval of the site specific development plan and establishment of vested property rights for the project per Section 16-2-20 of the Code. An established vested property right precludes any zoning or land use action by the City or pursuant to an initiated measure which would alter, impair, prevent, diminish, impose a moratorium on development, or otherwise delay the development or use of the property as set forth in the approved site specific development plan.

Section 5 – Terms and Conditions for Development of Property

- 5.1 Other Applicable Laws and Regulations. All terms and conditions imposed by this Agreement are in addition to and not in place of any and all requirements of the City Code as it may be amended, including without limitation the Land Use Code, and all other applicable laws and regulations, including all City Ordinances and regulations, all State statutes and regulations, and all Federal laws and regulations.
- 5.2 Submittals to and Approvals by City Administrator. Unless this Agreement specifically provides to the contrary, all submittals to the City in connection with this Agreement must be made to the City Administrator. In addition, unless this Agreement specifically provides to the contrary, the City Administrator and/or City Council must provide all approvals required of the City in connection with this Agreement.
- 5.3 Required Improvements. Attached **Exhibit B**, which is incorporated herein by this reference, provides a detailed list of the Required Improvements for which the Developer is responsible, along with the reasonably estimated costs of those Required Improvements,

including both labor and materials. The Required Improvements must be designed, built, and installed in conformity with the City's Standard Specifications for Construction, as those Standard Specifications may be amended, and must be designed, approved, and stamped by a registered professional engineer retained by the Developer. Before the Developer's commencement of construction or installation of the Required Improvements, the City Engineer or City Engineer's designee must review and approve the drawings and plans for such improvements. In addition to warranting the Required Improvements as described in paragraph 5.9 below, the Developer shall perform routine maintenance on the Public Improvements for the duration of the Public Improvements Warranty Period and on the other Required Improvements for the duration of the Other Required Improvements Warranty Period.

- 5.4 Construction Standards. The Developer shall ensure that all construction is performed in accordance with this Agreement and with the City's rules, regulations, requirements, criteria, and standards governing such construction, as they may be amended.
- 5.5 Observation of Development and Inspection of Required Improvements. The City may observe all Development on the Property, and may inspect and test each component of the Required Improvements. Consistent with Section 16-2-20(r) of the Land Use Code, the Developer shall reimburse the City for all costs associated with the City's observation of Development on the Property and inspection of the Required Improvements, and the City shall not give its written approval of the Required Improvements, as described in paragraph 5.7 below, until such costs have been reimbursed. Such observation and inspection may occur at any point before, during, or upon completion of construction.
- 5.6 City Engineer's Written Approval of Required Improvements. At the Developer's request, the City Engineer or the City Engineer's designee shall inspect the Required Improvements to ascertain whether they have been completed in conformity with the approved plans and specifications. The City Engineer or the City Engineer's designee shall confirm in writing the date(s) on which (i) individual Required Improvements have been completed in conformity with the approved plans and specifications, and (ii) all Public Improvements have been completed in conformity with the approved plans and specifications. The Developer shall make all corrections necessary to bring the Required Improvements into conformity with the approved plans and specifications.
- 5.7 Performance Guarantee. Before commencement of construction under the Development Plan or Subdivision Plat, as approved, and the Building Permit, if issued, the Developer shall furnish the City with an effective Performance Guarantee in the amount of 125% of the total estimated cost of the Required Improvements, as shown on **Exhibit B**. The total estimated cost of the Required Improvements, including both labor and materials, is \$383,147.66; however, that also accounts for a private street which will not be owned by the City. Therefore, the Performance Guarantee must be in an amount equal to \$383,147.66.

- 5.7.1 The Performance Guarantee must provide for payment to the City upon demand, based upon the City's written certified statement that the Developer has failed to construct, install, maintain, or repair, as required by this Agreement, any of the Required Improvements.
- 5.7.2 The Developer shall extend or replace the Performance Guarantee at least thirty days prior to its expiration. In the event that the Performance Guarantee expires, or the entity issuing the Performance Guarantee becomes non-qualifying, or the City reasonably determines that the cost of the Required Improvements is greater than the amount of the Performance Guarantee, then the City shall give written notice to the Developer of the deficiency, and within thirty days of receipt of such notice, the Developer shall provide the City an increased or substituted Performance Guarantee that meets the requirements of this paragraph 5.7 and the Land Use Code.
- 5.7.3 Upon completion of portions of the Required Improvements ("Completed Improvements"), the Developer may apply to the City for a release of part of the Performance Guarantee. Any such application must include submittal of as-built drawings and a detailed cost breakdown of the Completed Improvements. Upon the City Engineer's inspection and written approval of the Completed Improvements in accordance with paragraph 5.9 below, the City Council may authorize a release of the Performance Guarantee in the amount of 75% of the documented cost of the Completed Improvements.
- 5.7.4 Upon the City Engineer's inspection and written approval of all Required Improvements in accordance with paragraph 5.9 below, the City Council shall authorize a release of the Performance Guarantee in the amount of 90% of the total estimated cost of all Required Improvements, as shown on **Exhibit B**.
- 5.7.5 Upon the expiration of both the Public Improvements Warranty Period and the Other Required Improvements Warranty Period described in paragraph 5.9 below, the Developer's correction of all defects discovered during such periods, and the City's final acceptance of the Public Improvements in accordance with paragraph 5.9 below, the City Council shall authorize a full release of the Performance Guarantee.
- 5.7.6 Failure to provide or maintain the Performance Guarantee in compliance with this paragraph 5.5 will constitute an event of default by the Developer under this Agreement. Such default will be subject to the remedies, terms, and conditions listed in Section 8 below, including without limitation the City's suspension of all activities, approvals, and permitting related to the Subdivision Plats or Development Plan.

- 5.8 Conveyance of Public Improvements. Within twenty-eight days of the City’s final acceptance of the Public Improvements in accordance with paragraph 5.9 below, the Developer shall, at no cost to the City, do the following:
- 5.8.1 Execute and deliver to the City a good and sufficient bill of sale describing all of the Public Improvements constructed, connected, and installed by the Developer pursuant to this Agreement, together with all personal property relating to the Public Improvements (“Bill of Sale”). In the Bill of Sale, the Developer shall warrant the conveyance of the Public Improvements as free from any claim, demand, security interest, lien, or encumbrance whatsoever. Pursuant to Section 16-2-60(j) of the Land Use Code, acceptance of the Bill of Sale must be authorized by City Council.
- 5.8.2 Execute and deliver to the City a good and sufficient General Warranty Deed conveying to the City, free and clear of liens and encumbrances, all easements necessary for the operation and maintenance of the Public Improvements to the extent the Public Improvements are not constructed within dedicated easements or rights-of-way as shown on the Holman Court subdivision plat recorded at Reception No._____.
- 5.8.3 Deliver to the City all engineering designs, current surveys, current field surveys, and as-built drawings and operation manuals for the Public Improvements and for all improvements made for utilities, or make reasonable provision for the same to be delivered to the City. The legal description of all utility service lines must be prepared by a registered land surveyor at the Developer’s sole expense.
- 5.9 Warranty. The Developer shall warrant the Public Improvements for one year from the date that the City Engineer, in accordance with paragraph 5.10 below, approves the Public Improvements and certifies their compliance with approved specifications (“Public Improvements Warranty Period”). The Developer shall warrant all other Required Improvements for a period of two years from the date that the Director of Public Works, in accordance with paragraph 5.10 below, approves the other Required Improvements and certifies their compliance with approved specifications (“Other Required Improvements Warranty Period”). In the event of any defect in workmanship or quality during the Public Improvements Warranty Period or the Other Required Improvements Warranty Period, the Developer shall correct the defect in workmanship or material. In the event that any corrective work is performed by the Developer during either Warranty Period, the warranty on said corrected work will be extended for one year from the date on which it is completed. Should the Developer default in its obligation to correct any defect in workmanship or material during either the Public Improvements Warranty Period or the Other Required Improvements Warranty Period, the City will be entitled to draw on the Performance Guarantee and/or to pursue any other remedy described in Section 8 below.

- 5.10 Final Acceptance of Public Improvements. Upon expiration of the Public Improvements Warranty Period, and provided that any breaches of warranty have been cured and any defects in workmanship and/or materials have been corrected, the City shall issue its final written acceptance of the Public Improvements. Thereafter, the City shall maintain such Public Improvements.
- 5.11 Inspection Distinguished from Approval. Inspection, acquiescence, and/or verbal approval by any City official of construction on the Property, at any particular time, will not constitute the City's approval of the Required Improvements as required hereunder. Such written approval will be given by the City only in accordance with paragraph 5.10 above.
- 5.12 Revegetation. Any area disturbed by construction must be promptly revegetated with Native Vegetation following completion of such work unless a building permit application has been requested for such area. In addition, the Developer shall control all Noxious Weeds within such area to the reasonable satisfaction of the City.
- 5.13 Local Utilities. In addition to the Required Improvements, the Developer shall install service lines for both on-site and off-site local utilities necessary to serve the Property, including without limitation service lines for telephone, electricity, natural gas, cable television, and street lights. The Developer shall install such service lines underground to the maximum extent feasible. If such lines are placed in a street or alley, they must be in place prior to surfacing.
- 5.14 Public Use Dedication. Consistent with Section 16-6-140 of the Land Use Code and Condition #12 of Exhibit C of Ordinance 2021-03, and at the Developer's election, the Developer shall pay the fee per residential unit, applicable at time of building permit submittal, in lieu of dedication of land for Fair Contributions for Public School Sites. Consistent with Section 16-7-40(c)(2) of the Land Use Code and Condition #12 of Exhibit C of Ordinance 2021-03, and at the Developer's election, the Developer shall pay the fee per residential unit, applicable at the time of building permit submittal, in lieu of dedication of land for parks, trails, and open space.
- 5.15 Landscape Improvements. As shown on **Exhibit B**, certain of the Required Improvements are landscape improvements. The Developer shall construct all landscape improvements in accordance with the requirements of Section 16-8-90 of the Land Use Code. The Developer or homeowner's association shall be responsible for the Other Required Improvements Warranty Period.
- 5.15.1 Each lot shall have, at minimum, one tree located between the private drive and the front of the proposed units. In addition, the applicant will provide as many trees within the common open spaces as will result in a total of at least 14 across the entire development site.
- 5.15.2 The applicant shall erect a visible barrier/fence [with entry point(s)] around the perimeter of the common open space area and provide reasonable facilities such

as picnic table(s), bench(es), children's playground equipment, etc., to encourage the area's use.

- 5.16 Drainage Improvements. As shown on **Exhibit B**, certain of the Required Improvements are drainage improvements.
- 5.16.1 In accordance with Section 16-8-60 of the Land Use Code, the Developer shall retain a registered professional engineer to prepare a drainage study of the Property and to design a drainage system according to generally accepted storm drainage practices. The drainage plan must conform to the City's flood control regulations, as given in Article XI of the Land Use Code, and must be reviewed and approved in writing by the City Engineer before commencement of construction activities, including overlot grading.
- 5.16.2 All site drainage, including drainage from roof drains, must be properly detained and diverted to the drainage system approved in the drainage plan before any certificate of occupancy will be issued for the Property.
- 5.16.3 All drainage improvements within public rights-of-way will be dedicated to the City as Public Improvements. All drainage improvements on private property will be maintained by the Developer, subject to easements to allow the City access in the event that the Developer fails to adequately maintain the drainage facilities.
- 5.17 Slope Stabilization. Any slope stabilization work must be performed in strict compliance with applicable law, including City Ordinances and regulations, State statutes and regulations, and Federal law and regulations. The City will determine on a case-by-case basis whether additional requirements apply to slope stabilization work.
- 5.18 Blasting and Excavation. Any removal of rock or other materials from the Property by blasting, excavation, or other means must be performed in strict compliance with applicable law, including City Ordinances and regulations, State statutes and regulations, and Federal law and regulations. The City will determine on a case-by-case basis whether additional requirements apply to blasting and excavation work.

- 5.16 Trash, Debris, and Erosion. During construction, the Developer shall take all necessary steps to control trash, debris, and erosion (whether from wind or water) on the Property. The Developer also shall take all necessary steps to prevent the transfer of mud or debris from construction sites on the Property onto public rights-of-way. If the City reasonably determines and gives the Developer written notice that such trash, debris, or erosion causes or is likely to cause damage or injury, or creates a nuisance, the Developer shall correct any actual or potential damage or injury and/or abate such nuisance within five working days of receiving such written notice. When, in the opinion of the City Administrator or Chief of Police, a nuisance constitutes an immediate and serious danger to the public health, safety, or welfare, or in the case of any nuisance in or upon any street or other public way or public ground in the City, the City has authority to summarily abate the nuisance without notice of any kind consistent with Section 7-1-60 of the City Code. Nothing in this paragraph limits or affects the remedies the City may pursue under Section 8 of this Agreement.
- 5.19 Compliance with Environmental Laws. During construction, the Developer shall comply with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including solid waste requirements; and shall comply with all requirements pertaining to the disposal or existence of any hazardous substances, pollutants, or contaminants as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder.
- 5.20 Fees. The Developer shall pay to the City the fees described below at the time set forth below:
- 5.20.1 Developer's Reimbursement of Processing Fees. The Developer shall reimburse the City for all fees and actual costs incurred by the City in connection with the City's processing and review of the Permit Application and the Building Permit; and the City's drafting, review, and execution of this Agreement ("Reimbursable Costs and Fees"). The Reimbursable Costs and Fees include but are not limited to the City's costs incurred for engineering, surveying, and legal services, including the services of outside City consultants and/or counsel; recording fees; printing and publication costs; and any and all other reasonable costs incurred by the City.
- 5.18.2 Work by City staff other than City Attorney. Reimbursable Costs and Fees attributable to work completed by City staff, not including the City Attorney, will be determined based on the fee schedule attached to the City's then-effective Open Records Policy. The fee schedule attached to the Open Records Policy in effect as of the date of this Agreement is attached as **Exhibit D**.
- 5.18.3 Work by City Attorney. Reimbursable Costs and Fees attributable to work completed by the City Attorney or by the City's outside consultants and/or counsel will be equal to the actual costs and fees billed to and paid by the City for that work.

- 5.18.4 Amounts due and unpaid. Interest will be imposed at rate of 1.5% per month on all balances not paid to the City within 30 days of the effective date of the City's invoicing of the Developer for the Reimbursable Costs and Fees, with that effective date determined in accordance with the notice provisions of paragraph 11.6 below. In addition to any and all remedies available to the City and in the event the City is forced to pursue collection of any amounts due and unpaid under this provision or under this Agreement, the City shall be entitled to collect attorneys' fees and costs incurred in said collection efforts in addition to the amount due and unpaid.
- 5.18.5 Currently existing fees. Payment of Currently Existing Fees as a Condition of Development. The Developer shall pay to the City any fees required to be paid under this Agreement or the currently existing City Code, regardless of whether the relevant provisions of the City Code are later amended, repealed, or declared to be invalid. Payment of such fees pursuant to this Agreement is agreed to by and between the Parties as a condition of the Development. The Developer further agrees not to contest any Ordinance imposing such fees as they pertain to the Property.
- 5.21 Lighting. All lighting on the Property must be Dark-Sky Compliant and must conform to Section 16-8-100 of the Land Use Code and all other applicable City Ordinances in effect at the time of permitting.
- 5.22 Signage. All signage on the Property must conform to Article X of the Land Use Code and all other applicable City Ordinances in effect at the time of permitting.

Section 6 – Construction Schedule

- 6.1 Construction Schedule. Attached **Exhibit C**, which is incorporated herein by this reference, provides the schedule according to which construction will occur, including construction and installation of all Required Improvements ("Construction Schedule"). The Developer shall complete construction of each phase described in **Exhibit C** in compliance with the timetable included in the Construction Schedule. If the Developer fails to commence or to complete any phase of construction and installation of the Required Improvements in compliance with the Construction Schedule, the City will take action in accordance with Section 16-2-60(e) of the Land Use Code.
- 6.2 Site Restoration. If the Developer fails to commence or complete construction in accordance with the Construction Schedule, the Developer nonetheless shall complete all site restoration work necessary to protect the health, safety, and welfare of the City's residents and the aesthetic integrity of the Property ("Site Restoration Improvements"). Site Restoration Improvements will include, at minimum, all excavation reclamation, slope stabilization, and landscaping improvements identified as Required Improvements on **Exhibit B**.
- 6.3 Force Majeure. If the Developer fails to commence or complete construction in accordance with the Construction Schedule due to Force Majeure, the City shall extend the time for

completion by a reasonable period. In such an event, the City and the Developer shall amend the Construction Schedule in writing to memorialize such extension(s).

Section 7 – Inclusionary Housing

- 7.1 Agreement to Provide Affordable Housing Consistent with Article XIII of the Land Use Code. Developer hereby agrees to construct and deed restrict two (2) dwelling units which will be affordable to households earning 80% or less of the Area Median Income for Chaffee County as defined by the Colorado Housing and Finance Authority. Development of the affordable housing units shall be according to the additional standards specified below:
- 7.1.1. Both affordable units shall be built and receive certificate of occupancy (CO) prior to the tenth (10th) unit on the site receiving certificate of occupancy.
 - 7.1.2. The affordable units shall be comparable to the market rate housing units in exterior finish and design by meeting the architectural standards for the subdivision and any required architectural design approval required by the subdivision's design guidelines.
 - 7.1.3. Developer agrees to record a deed restriction on the two affordable units that meets the requirements of Sections 16-13-20(a)(1) and (2) and (c) through (f) which defines income eligibility; permanency of restriction; comparable design of units; and good faith marketing requirements as agreed to by Parties.
 - 7.1.4. The Chaffee Housing Authority (CHA) shall approve the system to be employed to determine eligibility and priority of buyers/tenants. In the case that the CHA is unable to review and approve such a system, such responsibility shall fall to the City or the City's designee. Developer shall make annual reports to the CHA or City regarding any changes to the pricing of the affordable units that occurs with changes to the Colorado Housing and Finance Authority County Income and Rent Tables for Chaffee County.
 - 7.1.5. Occupants of any deed-restricted affordable units within the homeowners' association shall not be responsible for any assessments nor dues beyond those fairly-priced specifically for utilities, trash services, and the like. Should the Developer or HOA desire, they may renegotiate the condition with the Chaffee Housing Authority based upon the Authority's guidelines for such dues.
 - 7.1.6. For any affordable unit(s) required to be built through the PD, the Developer shall pay the applicable Inclusionary Housing fee-in-lieu for each unit built prior to receiving certificate of occupancy for those units. Once the required affordable unit(s) has received certificate of occupancy, those fees-in-lieu shall be returned to the Developer.

Section 8 – Default by Developer and City’s Remedies

- 8.1 City’s Remedies on Developer’s Default. In the event of the Developer’s default with respect to any term or condition of this Agreement, the City may take any action necessary or appropriate to enforce its rights, including without limitation any or all of the following:
- 8.1.1 The refusal to issue any further building permits or a certificate of occupancy to the Developer.
 - 8.1.2 The revocation of any building permit previously issued and under which construction directly related to such building permit has not commenced; provided, however, that this remedy will not apply to a third party.
 - 8.1.3 Suspension of all further activities, approvals, and permitting related to the Permit Application and the Building Permit.
 - 8.1.4 A demand that the Performance Guarantee be paid or honored.
 - 8.1.5 Any other remedy available in equity or at law.
- 8.2 Notice of Default. Pursuant to Section 16-2-60(o) of the Land Use Code, before taking remedial action hereunder, the City shall give written notice to the Developer of the nature of the default and an opportunity to be heard before the City Council concerning such default. If the default has not been cured within thirty days of receipt of the notice or the date of any hearing before the City Council, whichever is later, the City will consider whether the Developer has undertaken reasonable steps to timely complete the cure if additional time is required.
- 8.3 Immediate Damages on Developer’s Default. The Developer recognizes that the City may suffer immediate damages from a default. In the event of such immediate damages resulting from the Developer’s default with respect to any term or condition of this Agreement, the City may seek an injunction to enforce its rights hereunder.
- 8.4 Jurisdiction and Venue. The District Court of the County of Chaffee, State of Colorado, will have exclusive jurisdiction to resolve any dispute over this Agreement.
- 8.5 Waiver. Any waiver by the City of one or more terms of this Agreement will not constitute, and is not to be construed as constituting, a waiver of other terms. A waiver of any provision of this Agreement in any one instance will constitute, and is not to be construed as constituting, a waiver of such provision in other instances.
- 8.6 Cumulative Remedies. Each remedy provided for in this Agreement is cumulative and is in addition to every other remedy provided for in this Agreement or otherwise existing at law or in equity.

Section 9 – Indemnification and Release

9.1 Release of Liability. The Developer acknowledges that the City cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the City Code, City Ordinances, and the laws of the State of Colorado. The Developer further acknowledges that it acts at its own risk with respect to relying or acting upon any representation or undertaking by the City or its officers or agents or their designees. Accordingly, the Developer expressly waives and releases any current or future claims related to or arising from any such representation or undertaking by the City or its officers or agents or their designees.

9.2 Indemnification.

9.2.1 The Developer shall indemnify and hold harmless the City, and the City's officers, agents, employees, and their designees, from and against any and all claims, damages, losses, and expenses, including but not limited to attorneys' fees and costs, arising from or in connection with the following: (a) the City's approval of the Planned Development or the Subdivision Plats or the City's issuance of the Building Permit if the Permit Application is approved; (b) acts or omissions by the Developer, its officers, employees, agents, consultants, contractors, or subcontractors in connection with the Planned Development or the Subdivision Plats or Permit Application, if it is approved, and the Building Permit, if it is issued; (c) the City's required disposal of hazardous substances, pollutants, or contaminants; required cleanup necessitated by leaking underground storage tanks, excavation, and/or backfill of hazardous substances, pollutants, or contaminants; or environmental cleanup responsibilities of any nature whatsoever on, of, or related to the Easement Lands; provided that such disposal or cleanup obligations do not arise from any hazardous substance, pollutant, or contaminant generated or deposited by the City upon the Easement Lands; or (d) any other item contained in this Agreement.

9.2.2 The Developer shall reimburse the City for all fees, expenses, and costs, including attorneys' fees and costs, incurred in any action brought against the City as a result of the City's approval of the Planned Development or Subdivision Plat, or issuance of the Building Permit if the Permit Application is approved; and shall reimburse the City for all fees, expenses, and costs, including attorneys' fees and costs, associated with any referendum election, review of petition for referendum, protest, or any other proceedings to challenge the City's approval of the Planned Development or Subdivision Plats, or issuance of the Building Permit if the Permit Application is approved. Nothing in this Agreement obligates or compels the City to proceed with any action or referendum position.

9.2.2.1 Fees, expenses, and costs attributable to work completed by City staff, not including the City Attorney, will be determined based on the fee schedule attached to the City's then-effective Open Records Policy. The fee schedule attached to the Open Records Policy in effect as of the date of this Agreement is attached as **Exhibit D**.

9.2.2.2 Fees, expenses, and costs attributable to work completed by the City Attorney or by the City's outside consultants and/or counsel will be equal to the actual costs and fees billed to and paid by the City for that work.

Section 10 – Representations and Warranties

10.1 Developer's Representations and Warranties. The Developer hereby represents and warrants to the City that the following are true and correct as of the date of the Developer's execution of this Agreement and will be true and correct as of the Effective Date:

10.1.1. Authority. This Agreement has been duly authorized and executed by the Developer as a legal, valid, and binding obligation of the Developer, and is enforceable as to the Developer in accordance with its terms.

10.1.2 Authorized signatory. The person executing this Agreement on behalf of the Developer is duly authorized and empowered to execute and deliver this Agreement on behalf of the Developer.

10.1.3 No litigation or adverse condition. To the best of the Developer's knowledge, there is no pending or threatened litigation, administrative proceeding, or other claim pending or threatened against the Developer that, if decided or determined adversely, would have a material adverse effect on the ability of the Developer to meet its obligations under this Agreement; nor is there any fact or condition of the Property known to the Developer that may have a material adverse effect on the Developer's ability to complete construction on the Property as contemplated under the Permit Application.

10.1.4 Compliance with environmental laws and regulations. To the best of the Developer's knowledge, all Easement Lands to be dedicated to the City hereunder are in compliance with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including solid waste requirements; and all such dedicated property is in compliance with all requirements pertaining to the disposal or existence of any hazardous substances, pollutants, or contaminants as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder.

10.1.5 No conflict. Neither the execution of this Agreement nor the consummation of the transaction contemplated by this Agreement will constitute a breach under any contract, agreement, or obligation to which the Developer is a party or by which the Developer is bound or affected.

10.2 City's Representations and Warranties. The City hereby represents and warrants to the Developer that the following are true and correct as of the date of the City's execution of this Agreement and will be true and correct as of the Effective Date:

- 10.2.1 Authority. Upon execution, this Agreement will have been duly authorized by City Council as a legal, valid, and binding obligation of the City, and is enforceable as to the City in accordance with its terms.
- 10.2.2 Authorized signatory. The person executing this Agreement on behalf of the City is duly authorized and empowered to execute this Agreement on behalf of the City.
- 10.2.3 No adverse condition. To the best of the City's knowledge, there is no fact or condition of the Property known to the City that may have a material adverse effect on the Developer's ability to develop the Property as contemplated under the Development Plan or as proposed in the Subdivision Plat.
- 10.2.4 No conflict. Neither the execution of this Agreement nor the consummation of the transaction contemplated by this Agreement will constitute a breach under any contract, agreement, or obligation to which the City is a party or by which the City is bound or affected.

Section 11– General Provisions

- 11.1 Waiver of Defects. In executing this Agreement, the Developer waives all objections it may have to any defects in the form or execution of this Agreement concerning the power of the City to impose conditions on the Developer as set forth herein. The Developer further waives all objections it may have to the procedure, substance, and form of the ordinances or resolutions of City Council adopting this Agreement.
- 11.2 Final Agreement. This Agreement supersedes and controls all prior written and oral agreements and representations of the Parties with respect to a Development Improvements Agreement; Subdivision Improvements Agreement; and Inclusionary Housing Agreement associated with development of the Property, and is the total integrated agreement between the Parties with respect to that subject.
- 11.3 Modifications. This Agreement may be modified only by a subsequent written agreement executed by both Parties.
- 11.4 Voluntary Agreement. The Developer agrees to comply with all of the terms and conditions of this Agreement on a voluntary and contractual basis.
- 11.5 Survival. The City's and the Developer's representations, covenants, warranties, and obligations set forth herein, except as they may be fully performed before or on the Effective Date, will survive the Effective Date and are enforceable at law or in equity.
- 11.6 Notice. All notices required under this Agreement must be in writing and must be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the Parties as set forth below. All notices so given will be considered effective immediately upon hand-delivery, and seventy-two hours after deposit in the

United States Mail with the proper address as set forth below. Either Party by notice so given may change the address to which future notices are to be sent.

Notice to the City:	City of Salida <u>Attn:</u> City Administrator and City Attorney 448 East First Street, Suite 112 Salida, CO 81201
Notice to the Developer:	Holman Court, LLC P.O. Box 691 Salida, CO 81201

- 11.7 Severability. The terms of this Agreement are severable. If a court of competent jurisdiction finds any provision hereof to be invalid or unenforceable, the remaining terms and conditions of the Agreement will remain in full force and effect.
- 11.8 Recording. The City shall record this Agreement with the Clerk and Recorder of Chaffee County, Colorado, at the Developer's expense
- 11.9 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, confers or is intended to confer any rights or remedies whatsoever upon any person or entity other than the City, the Developer, and the Developer's successor(s).
- 11.10 No Waiver of Immunity. Nothing in this Agreement, express or implied, waives or is intended to waive the City's immunity under Colorado State law, including without limitation the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through -120.
- 11.11 Joint Drafting. The Parties acknowledge that this Agreement represents the negotiated terms, conditions, and covenants of the Parties, and that the Party responsible for drafting any such term, condition, or covenant is not to be prejudiced by any presumption, canon of construction, implication, or rule requiring construction or interpretation against the Party drafting the same.
- 11.12 Subject to Annual Appropriation. Any financial obligation of the City arising under this Agreement and payable after the current fiscal year is contingent upon funds for that purpose being annually appropriated, budgeted, and otherwise made available by the City Council in its discretion.
- 11.13 Exhibits. All schedules, exhibits, and addenda attached to this Agreement and referred to herein are to be deemed to be incorporated into this Agreement and made a part hereof for all purposes.
- 11.14 Counterparts. This Agreement may be executed in multiple counterparts, all of which taken together constitute one and the same document.

WHEREFORE, the parties hereto have executed duplicate originals of this Agreement on the day and year first written above.

CITY OF SALIDA, COLORADO

By

Mayor

ATTEST:

City Clerk/Deputy City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

Acknowledged, subscribed, and sworn to before me this ____ day of _____ 2021
by _____, as Mayor, and by _____,
as Clerk, on behalf of the City of Salida, Colorado.

WITNESS my hand and official seal.
My Commission expires: _____.

Notary Public

DEVELOPER:

David Larochele or Mark Lee
Holman Court, LLC

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

Acknowledged, subscribed, and sworn to before me this ____ day of _____ 2021 by
_____.

WITNESS my hand and official seal.
My Commission expires: _____.

Notary Public

Exhibit A

Legal Description

LOT 2 AMBROSE SUBDIVISION, PER PLAT RECORDED MAY 10, 2005 AS RECEPTION NO. 350696, CITY OF SALIDA, CHAFFEE COUNTY, COLORADO

Y & K EXCAVATION, INC

PO BOX 507
SALIDA, CO. 81201

Phone # 7195394108 YKEXCAVATION@YAHOO.COM
Fax # 719-539-2878

Item 12.

ESTIMATE

DATE	ESTIMATE #
2/4/2021	21-12

NAME / ADDRESS
DAVID LAROCHELLE

PROJECT

DESCRIPTION	QTY	RATE	Total
HOLMAN AVE. SUBDIVISION BASED OFF OF 80% PLANS BY W.E. WALKER ENGINEERING DATED 12/18/2020			
SEWER			
1. SEWER MAIN-FURNISH AND INSTALL 8" SEWER MAIN-LF	620	65.00	40,300.00
2. SEWER LINE-FURNISH AND INSTALL 4" SEWER SERVICES-EA	16	1,800.00	28,800.00
3. MANHOLES-FURNISH AND INSTALL MANHOLES-EA	3	5,500.00	16,500.00
4. SEWER-CONNECT TO EXISTING SEWER-EA	1	5,500.00	5,500.00
SUBTOTAL			91,100.00
WATER			
5. WATER MAIN-FURNISH AND INSTALL 8" WATER MAIN-LF	640	60.00	38,400.00
6. WATER SERVICE-FURNISH AND INSTALL 1" SERVICES-EA	7	4,850.00	33,950.00
7. WET TAP-EA	1	6,500.00	6,500.00
8. FIRE HYDRANT-FURNISH AND INSTALL FIRE HYDRANT-EA	2	8,000.00	16,000.00
SUBTOTAL			94,850.00

TOTAL

Y & K EXCAVATION, INC

PO BOX 507
SALIDA, CO. 81201

Phone # 7195394108 YKEXCAVATION@YAHOO.COM
Fax # 719-539-2878

Item 12.

ESTIMATE

DATE	ESTIMATE #
2/4/2021	21-12

NAME / ADDRESS
DAVID LAROCHELLE

PROJECT

DESCRIPTION	QTY	RATE	Total
STREETS			
9. INSTALL 4" CLASS 6/ SUBGRADE UNDER STREET-SY	2,266	21.50	48,719.00
10. ASPHALT WORK-3" ASPHALT PAVING-SY	2,266	20.75	47,019.50
11. ACCESS EASEMENT (ALLEY)-SY BY OTHERS	0	0.00	0.00
12. CURB AND GUTTER-INSTALL CURB AND GUTTER-LF	1,200	38.00	45,600.00
13. SIDEWALK-INSTALL 4' SIDEWALK-SY	250	56.50	14,125.00
14. ADA RAMPS-FURNISH AND INSTALL ADA CURB RAMP (TYPE 1)-EA	5	1,800.00	9,000.00
15. TYPE 1 DRIVEWAY-EA	1	1,500.00	1,500.00
16. CROSSPAN-FURNISH AND INSTALL 2' CROSSPAN-LF	48	9.67	464.16
SUBTOTAL			166,427.66
MISC. CONSTRUCTION COST			
17. EROSION CONTROL-STORMWATER MANAGEMENT PLAN, PERMITS, AND INSPECTIONS-LS	1	7,200.00	7,200.00
18. CONSTRUCTION SURVEYING-LS	1	5,800.00	5,800.00

TOTAL

Y & K EXCAVATION, INC

PO BOX 507
SALIDA, CO. 81201

Phone # 7195394108 YKEXCAVATION@YAHOO.COM
Fax # 719-539-2878

Item 12.

ESTIMATE

DATE	ESTIMATE #
2/4/2021	21-12

NAME / ADDRESS
DAVID LAROCHELLE

PROJECT

DESCRIPTION	QTY	RATE	Total
19. TRAFFIC CONTROL CHARGE-LS	1	2,500.00	2,500.00
20. POND WITH BOULDERS-LS	1	9,270.00	9,270.00
21. BONDING FEES-LS	1	6,000.00	6,000.00
SUBTOTAL			30,770.00

IF PROPOSAL IS ACCEPTED, PLEASE SIGN AND RETURN. A SIGNATURE IS REQUIRED BEFORE WORK CAN BEGIN.

TOTAL	\$383,147.66
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Exhibit C

Time Schedule for Public Improvements

	Activity Name	Duration (Days)	Start Date	Finish Date
1	Site Prep. Demo and Grub	7.00	6/14/21	6/21/21
2	Rough Grading	14.00	6/22/21	7/9/21
3	Erosion Control BMP's	3.00	6/28/21	6/30/21
4	Rough Grade Private Road	14.00	7/8/21	7/27/21
5	Water Main	30.00	7/9/21	8/19/21
6	Fireline and Hydrants	30.00	7/12/21	8/20/21
7	Sewer and Manholes	30.00	7/20/21	8/30/21
8	Water Meter Service Lines	14.00	8/30/21	9/16/21
9	Utility Sweeps	10.00	9/1/21	9/14/21
10	Electrical Underground (Excel)	14.00	9/1/21	9/20/21
11	Gas Underground (Atmos)	14.00	9/1/21	9/20/21
12	Utility Sweeps to Lots	14.00	9/20/21	10/7/21
13	Curb and Gutter	14.00	10/7/21	10/26/21
14	Drainage and Retention Ponds	7.00	10/21/21	10/29/21
15	Sidewalks and Handicap Ramps	14.00	10/26/21	11/12/21
16	Private Road Base and Compact	7.00	10/26/21	11/3/21
17	Alley Base and Compact	7.00	10/26/21	11/3/21
18	Asphalt and Pave Private Road	7.00	11/2/21	11/9/21
19	Final grade and landscaping	10.00	10/26/21	11/3/21

Open Records Policy – Exhibit D

Fee Schedule

Charges must be paid before service is provided.

The City does not allow payment terms on copies or other services in conjunction with open records requests.

The Open Records Act allows \$.25 charge per page when copies are requested and provided, or the actual cost of preparation if the cost is greater. The actual cost may include, but is not limited to, the hourly rate paid to the employee conducting the research, cost of the physical medium of the document (e.g., tape or diskette) and the cost of retrieving the document from off-site storage for inspection.

The first hour of research and retrieval service is free.

Cost per hour for research, retrieval and related services after the first hour:

City Attorney \$30/hr

Assistant City Attorney \$30/hr

Information Services \$30/hr

Department Heads \$30/hr

Supervisor \$30/hr

Non-Supervisory Personnel \$20/hr

City Mapping \$5/ black & white ink, paper 24" x 36"
\$10/colored ink, paper 24" x 36"

DVD - \$10

The Department responsible for the record shall provide it to the Clerk so that the Clerk's office may make an appointment with the applicant for inspection within the time frame required.

Exhibit C: Conditions of Approval for Holman Court Planned Development and Major Subdivision

- 1) Occupants of any deed-restricted affordable units within the homeowners' association shall not be responsible for any assessments nor dues beyond those fairly-priced specifically for utilities, trash services, and the like. *Should the HOA desire, they may renegotiate the condition with the Chaffee Housing Authority based upon the Authority's guidelines for such dues.*
- 2) The entirety of the private drive, including the access area between Lots 5 and 6 and western edge of the property, shall be platted as a public utility easement.
- 3) The front 10 feet of all lots shall also be platted as a public utility easement. In the case of Lot 1, the easement shall extend to the northeast corner of the duplex and meet up with the rear access and utility easement at a location specified by Public Works.
- 4) Per the request of private utility agencies, the proposed rear private access easement shall be platted as a "Private Access and Utility Easement," and the applicants shall also include 5-foot private utility easements along the side lot lines of each lot. The main electrical trunk line, along with pedestals, should be moved into the 10-foot easement at the front of the lots.
- 5) The construction and drainage plans shall be signed and stamped for final review.
- 6) After approval of a subdivision improvement agreement, developer shall coordinate product submittals and preconstruction meeting with Public Works prior to initiation of work.
- 7) Each lot shall have, at minimum, one tree located between the private drive and the front of the proposed units. In addition, the applicant will provide as many trees within the common open spaces as will result in a total of at least 14 across the entire development site.
- 8) Two affordable housing units shall be constructed in the seven lot (14-unit) proposal. Both affordable units shall be built and receive certificate of occupancy (CO) prior to the tenth unit on the site receiving certificate of occupancy.
- 9) For any affordable unit(s) required to be built through the PD, the developer shall pay the applicable Inclusionary Housing fee-in-lieu for each unit built prior to receiving certificate of occupancy for those units. Once the required affordable unit(s) has received certificate of occupancy, those fees-in-lieu shall be returned to the developer.
- 10) As required under Section 16-6-120(11), no residential façade elevation shall be repeated more than once every five (5) lots on the same side of the street.
- 11) The applicant shall erect a visible barrier/fence [with entry point(s)] around the perimeter of the common open space area and provide reasonable facilities such as picnic table(s), bench(es), children's playground equipment, etc., to encourage the area's use.
- 12) A plat note shall be added that states that "Fees-in-lieu for Open Space and for Fair Contributions to Schools shall be required prior to certificate of occupancy for all units."



CITY COUNCIL ACTION FORM

Department Administration	Presented by Drew Nelson - City Administrator	Date July 6, 2021
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ITEM

Declaration of Extension of State of Emergency – Covid-19 Action Plan Implementation

BACKGROUND

As we are all quite aware, the worldwide COVID-19 pandemic has created an environment where federal, state and local governments Article XVII, Section 2-17-10 of the Salida Municipal Code states that when it appears to the Mayor that the general health, safety and welfare of the inhabitants of the City are threatened, he or she may declare a state of emergency by proclamation. After conferring with the Chaffee County Public Health, on Friday, March 13th, 2020, such an emergency declaration was approved by Mayor Wood to approve the City of Salida COVID-19 Action Plan. The City Council ratified the emergency declaration on March 17th, 2020, extending until April 25th, 2020. Fifteen extensions have been granted for the Declaration, with the most recent one ending on July 7th, 2021. Staff continues to work with Chaffee County Public Health to revise the City of Salida COVID-19 Action Plan to reflect changes to the State of Colorado’s COVID-19 Dial, identifying rates of infection, positivity rate, and hospitalizations as data points for moving up or down on the City’s Tiered response (a copy of the Action Plan is attached hereto for your review). Currently, the City is at Tier I in the Action Plan, with Chaffee County identified in the Blue Level of the State’s COVID-19 Dial.

Section 2-17-30 establishes a term of no more than ten (10) days of for any emergency declaration. It also provides that the City Council may extend any proclamation issued by the Mayor for a period not to exceed forty (40) days by a two-thirds (2/3) vote. As issues related to COVID-19 continue, it is imperative that the City continues to follow the protocols established in the Action Plan.

FISCAL NOTE

No direct costs immediately; however, costs may be incurred as this ever-evolving situation goes forward.



CITY COUNCIL ACTION FORM

Department Administration	Presented by Drew Nelson - City Administrator	Date July 6, 2021
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STAFF RECOMMENDATION

Staff recommends approval by the City Council of a Declaration of Extension of Local State of Emergency to implement the City of Salida’s COVID-19 Action Plan, as currently established, until August 4th, 2021, which is one day after the first regular City Council meeting in August.

SUGGESTED MOTION

A City Councilmember should make a motion to approve a Declaration of extension of Local State of Emergency to implement the City of Salida’s COVID-19 Action Plan, extending until August 4th, 2021, followed by a second and a roll call vote.

**CITY OF SALIDA, COLORADO
EXTENDING A LOCAL STATE OF EMERGENCY
REGARDING COVID-19 (CORONAVIRUS DISEASE 2019)**

FINDINGS AND CONCLUSIONS:

WHEREAS, COVID-19 is a highly contagious virus that has spread to numerous countries throughout the world, including the United States; and

WHEREAS, the virus may cause serious illness or death in certain cases, particularly for elderly and persons with underlying health conditions; and

WHEREAS, on March 11, 2020, the World Health Organization (“WHO”) declared the worldwide outbreak of COVID-19 a “global pandemic”, pushing the threat beyond the “global health emergency” it had announced in January; and

WHEREAS, on March 11, 2020, the Governor of the State of Colorado declared a state of emergency due to the presence of COVID-19 in Colorado; and

WHEREAS, on March 13, 2020, the Board of County Commissioners of Chaffee County declared a Local Disaster Emergency as authorized under C.R.S. § 24-33.5-703(3) to assist local governments in responding to and recovering from emergency events, including emergency epidemics and pandemics; and

WHEREAS, on March 17, 2020, the Salida City Council unanimously approved an initial Local State of Emergency regarding COVID-19, extending until April 25, 2020; and

WHEREAS, on April 21, 2020, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until May 6, 2020; and

WHEREAS, on May 5, 2020, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until June 3, 2020; and

WHEREAS, on June 2, 2020, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until July 8, 2020; and

WHEREAS, on July 7, 2020, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until August 4, 2020; and

WHEREAS, on August 4, 2020, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until September 2, 2020; and

WHEREAS, on September 1, 2020, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until October 7, 2020; and

WHEREAS, on October 6, 2020, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until November 4, 2020; and

WHEREAS, on November 2, 2020, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until December 2, 2020; and

WHEREAS, on December 1, 2020, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until January 6, 2021; and

WHEREAS, on January 5, 2021, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until February 3, 2021; and

WHEREAS, on February 2, 2021, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until March 3, 2021; and

WHEREAS, on March 2, 2021, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until April 7, 2021; and

WHEREAS, on April 6, 2021, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until May 5, 2021; and

WHEREAS, on May 5, 2021, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until June 2, 2021; and

WHEREAS, on June 1, 2021, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until July 7, 2021; and

WHEREAS, the Chaffee County Public Health Department anticipates that, due to the contagiousness of the illness and the fact that numerous travelers from around the world visit the County, Chaffee County will see cases of the virus and its transmission within the community; and

WHEREAS, Article XVII, Section 2-17-10 of the Salida Municipal Code authorizes the Mayor to declare a State of Emergency via proclamation when it appears that the general health, safety and welfare of the inhabitants of the City are threatened by general public unrest or riot, or by attack upon the State; and

WHEREAS, Article XVII, Section 2-17-30 allows for the City Council to extend any proclamation issued by the Mayor under Section 2-17-10 to be extended for a period not to exceed forty (40) days by a two-thirds (2/3) vote; and

WHEREAS, the City's current State of Local Emergency proclamation will expire on July 7, 2021; and

WHEREAS, the cost and magnitude of responding to and recovering from the impact of the COVID-19 virus on local emergency services providers and medical services is anticipated to be far in excess of the community's available resources; and

WHEREAS, in response to the outbreak of COVID-19 in Chaffee County and the Salida community, and in light of the ongoing risk to public health and safety, at this time it is necessary to extend the existing Local State of Emergency.

NOW THEREFORE, IT IS HEREBY DECLARED BY THE SALIDA CITY COUNCIL:

Section 1. The confirmed presence of COVID-19 in Chaffee County constitutes a Local State of Emergency, as defined in Article XVII, Section 2-17-10 of the Salida Municipal Code, not to exceed a term of forty (40) days.

Section 2. The effect of this declaration of Local State of Emergency shall continue the City's COVID-19 Action Plan, revised and effective as of December 1, 2020, attached hereto as Exhibit A, authorizing a tiered approach to proactively respond to changes in the COVID-19 situation as well as reflect the recommendations of our Federal, State, and Local Health Departments.

Section 3. This declaration shall be made effective immediately on July 6, 2021, and shall be in effect until August 4, 2021.

APPROVED, DECLARED AND ADOPTED on this 6th day of July, 2021.

CITY OF SALIDA, COLORADO

[SEAL]

ATTEST:

P.T. Wood, Mayor
City of Salida, Colorado

City Clerk



CITY OF SALIDA – COVID-19 ACTION PLAN

Purpose: To provide a comprehensive and tiered Action Plan to City of Salida officials in response to the ongoing COVID-19 pandemic. This Action Plan is intended to slowly escalate to proactively respond to changes in the situation as well as reflect the recommendations of our State and local Public Health Departments. This Action Plan is effective December 1, 2020, until further notice.

Authority: Per Sections 2-17-10 and 2-17-20 of the Salida Municipal Code, when it appears to the Mayor that the general health, safety and welfare of the inhabitants of the City are threatened, he or she may declare a state of emergency proclamation. The proclamation may impose a curfew within the City, may prohibit public or private assemblies, may impose restrictions on movement within the City and may contain other regulations necessary and proper to the maintenance of public peace, order and safety.

Tier I – Level Green/Blue

Heightened Awareness. The Colorado Department of Public Health and Environment (CDPHE) or Chaffee County Public Health Department (CCPH) have indicated that COVID-19 is in the state and are encouraging citizens to be aware and to focus on sanitization and hygiene. CDPHE and/or CCPH has placed Chaffee County in either Level Green or Level Blue on the State’s COVID-19 Dial, with Incidence Rates of up to 75 cases per 100,000 residents (or more than 15 cases in Chaffee County per two-week period), or when the percentage of positive tests is below 1.5%.

- Encourage employees to stay home if sick or to go home if exhibiting symptoms while at work. Employees will continue to use sick leave.
- Identify work spaces where employees can temporarily isolate if they are awaiting transportation to their home or medical care.
- Wash hands often, also use hand sanitizer often.
- Face coverings are required in indoor public settings.
- Heightened amount of environmental sanitation – Lysol, wipes, environmental germicide sprays, etc.
- Employees should refrain from traveling to conferences and/or meetings in other parts of the Country where cases of COVID-19 are expanding.
- Acquire/Inspect/Issue Personal Protective Equipment (PPE) to selected City Staff (gloves, masks, etc.).

- Meetings of the City Council, and of official City Boards and Commissions, will offer the option for remote attendance and participation.

Tier II – Level Yellow

Statewide Concern. CDPHE and/or CCPH have indicated multiple cases of COVID-19 within the Chaffee County. CDPHE and/or CCPH has placed Chaffee County in Level Yellow on the State’s COVID-19 Dial. Incidence Rates are between 75 and 175 cases per 100,000 residents (or between 15 and 35 cases in Chaffee County per two-week period), or when the percentage of positive tests is between 1.5% and 3%. When directed by the Mayor, City Administrator, or their delegate, the City will move its response to Tier II which, in addition to Phase I steps, include:

- Teleworking and staggered shifts authorized. Departments should utilize telework options for a limited number of employees to lessen the impact on Tech Services.
- Meetings of the City Council, and of official City Boards and Commissions, will offer the option to attend and participate remotely, and may take place in person following all physical separation requirements. Attendance by members of the public may occur based on room size/capacity and maintaining 6’ of distance between attendees.
- Employees should refrain of physical contact with each other and with members of the public. CDPHE and CCPH recommends a 6’ distance of separation.
- Employees should limit or eliminate any outside agency meeting attendance, unless able to be done remotely.
- City Departments should begin to limit internal meetings. Face coverings are required when meeting in person with other employees or while away from one’s office or desk.
- Employees who self-identify as high risk (having compromised immune systems, for example) should work from home.
- The City will take direction from CDPHE and CCPH.

Tier III – Level Orange/Red

Chaffee County Concern. Chaffee County Health has indicated multiple rising cases of COVID-19 within Chaffee County, with an Incidence Rate between 175 and 350 per 100,000 residents (or between 35 and 70 cases in Chaffee County per two-week period), or when the percentage of positive tests is between 3% and 5%. CDPHE and/or CCPH has placed Chaffee County in either Level Orange or Level Red of the State’s COVID-19 Dial. When directed by the Mayor, City Administrator, or their delegate, the City will move its response to Tier III which, in addition to Phase II steps, include:

- Employees will be directed to stay home (or go home) if they or any family member they live with is exhibiting any symptoms, or if they are high risk.
- Meetings of the City Council, and of official City Boards and Commissions, may take place in person following all physical separation requirements, and with the following limited

restrictions: in-person attendance of the public is limited to only applicants or appellants for quasi-judicial hearings. Remote attendance and participation by all parties, including City Councilmembers and staff, is strongly encouraged.

- Recreation programs shut down, including very limited access to, or closure of, the Salida Hot Springs Aquatic Center, the SteamPlant Event Center, and the Rotary Scout Hut. Specific closure dates shall be established by Department Heads and announced via press release.
- Teleworking and staggered shifts authorized. Departments will continue to roll out additional measures or plans to allow employees to work remotely, when feasible.
- Departments must take additional steps they have identified to limit exposure between employees and between employees and members of the public.
- Reduced staffing in City buildings authorized. Departments will take steps to ensure City buildings are minimally staffed, and public access is very limited. Employees are encouraged to perform all tasks remotely, if possible. Face coverings must be worn at all times, including while in one's office or at one's desk.
- Heightened level of sanitization of spaces including additional germicide spraying.
- Selected City Staff have PPE on hand and begin utilization, as appropriate.
- Public events (other than official meetings of the City Council, or of official City Boards or Commissions) scheduled to take place in City-owned facilities are suspended until further notice. The Salida community is strongly encouraged to engage in social distancing and to postpone or cancel any gatherings where people will congregate in large numbers and/or in close contact with one another.
- Other steps as directed by CDPHE and CCPH.

Tier IV – Level Red/Purple

Full implementation of Response Plan. Tier IV may occur at such time as CDPHE and/or CCPH places Chaffee County in either Level Red or Level Purple on the State's COVID-19 Dial, with Incidence Rates in excess of 350 cases per 100,000 residents in Chaffee County (or more than 70 cases in Chaffee County per two-week period), or when the percentage of positive tests exceeds 5%, or schools are shut down, or hospitalizations exceed bed capacity at health facilities in Chaffee County, or at such other time as Salida deems it to be in the best interest of the organization and/or community. When directed by the Mayor, City Administrator, or their delegate, the City will move its response to Tier IV which, in addition to Phase III steps, include:

- City Buildings minimally staffed, no public access. Public will be directed to conduct business online, if feasible, or by phone. Non-essential services (City Hall Administration, City Hall Finance, Fire Station Administration, Police Station Administration, and Public Works Administration) are closed to the public. Public is encouraged to use digital and telephone communication, website access, online payments, and other ways of communication to conduct business with the City. Masks required at all times.

- In-Person attendance of meetings of the City Council, and of official City Boards and Commissions, shall be heavily restricted to only staff and select Elected or Appointed Officials who are necessary to be present to effectively run meetings. Any attendance and participation by the public, including applicants and appellants for quasi-judicial hearings, shall be conducted remotely only.
- Departments will fully enact Departmental plans. Teleworking options and staggered shift work maximized. Only essential services ongoing, unless able to be provided through employees working remotely.
- Incident Command may be set up locally or in coordination with County Authorities.
- Selected City Staff mandatory use of PPE.
- Other steps as directed by State and Local Health authorities, including support of their efforts.

Mayor P.T. Wood asks that the community remain vigilant during these challenging times. “Chaffee County Public Health has worked very hard to get our community through a tumultuous period while keeping our business community intact. It is critically important that we increase our efforts to limit the spread of the disease to the greatest extent possible as we head into the upcoming winter months. Remember that Chaffee’s Got Heart:

- **Hang at Home if Sick**
- **Excel at Handwashing**
- **Always Wear a Mask in Public**
- **Respect Social Distancing**
- **Test if You Have Symptoms**





CITY COUNCIL ACTION FORM

Department Administration	Presented by Drew Nelson - City Administrator	Date July 6, 2021
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ITEM

Request for Funding – Jane’s Place

BACKGROUND

As identified in the attached letter, the Chaffee County Community Foundation (CCCF) and the Chaffee Housing Authority (CHA) are partnering on a project to create a 17-unit mixed-use development focused on the Salida workforce at the intersection of State Highway 291 and West 3rd Street, known as “Jane’s Place”. CCCF has requested funding from the City of Salida to cover pre-development costs in the amount of \$50,000. As noted earlier in the City Council worksession, the per-unit investment from the City of Salida is a reasonable expenditure in order to further the City Council’s desire to provide safe, affordable, and dedicated workforce housing options to Salida citizens.

FISCAL NOTE

\$50,000. Staff has identified a potential funding source in stimulus money provided via the American Rescue Plan. The City was the recipient of \$764,000 in funds from the ARP, which allows for expenditures related to affordable housing programs.

STAFF RECOMMENDATION

Staff recommends approval of an expenditure of \$50,000 in American Rescue Plan dollars, payable to the Chaffee County Community Foundation to offset pre-development costs for the Jane’s Place development.



CITY COUNCIL ACTION FORM

Department Administration	Presented by Drew Nelson - City Administrator	Date July 6, 2021
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SUGGESTED MOTION

A City Councilperson should make a motion by stating, "I move to approve the expenditure of \$50,000, payable to the Chaffee County Community Foundation, to offset pre-development costs for the Jane's Place development", followed by a second and a roll call vote.



Jane's Place Investment Request

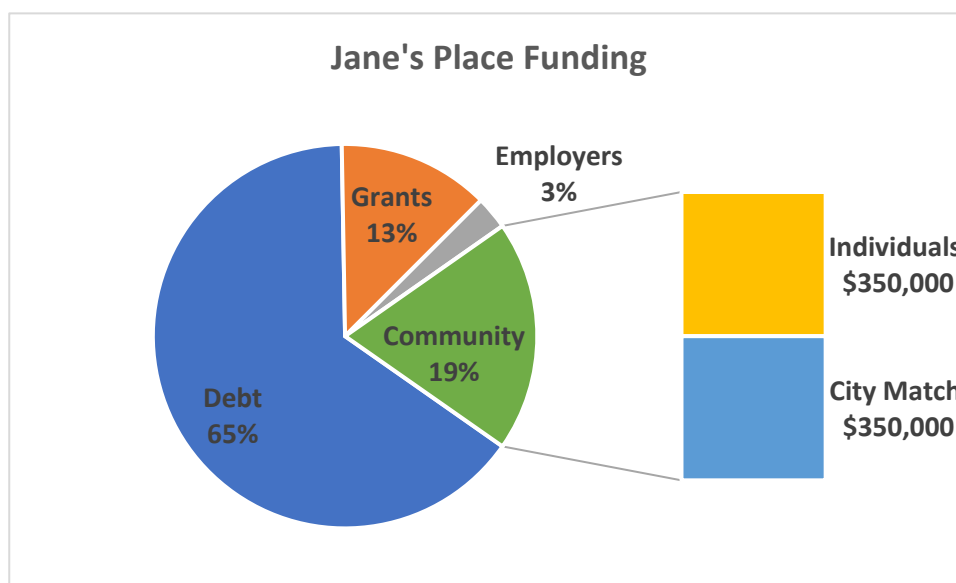
July, 2021

Mr. Mayor, City Councilmembers, and City Administrator Nelson,

I am honored to once again elevate Jane's Place to you for your consideration – your leadership, values, and actions have propelled this project forward, and now I look forward to discussing with you how you can leverage a financial investment to ensure this vital project comes to fruition.

As you know, CCCF and the Chaffee Housing Authority recognize the importance of funding sources in ensuring a project's flexibility to truly serve its community and the needs of a diverse population. This concept is at the foundation of the capital stack for Jane's Place. Whereas tax credit projects and many other state and federal housing funding sources impose strict income and lease length limits on developments, Jane's Place will use traditional debt mixed with philanthropy and community support – enabling the resulting housing units to serve those who need it the most while maintaining affordability by capping rents at 30% of tenant income.

While construction prices are fluctuating an incredible amount, we anticipate the project costs to be \$3,600,000, and in order to keep terms and debt service at optimal levels, we're seeking no more than 65% of project costs in the form of debt. As you can see, we're seeking various other philanthropic forms of support from grant funders, local employers, and the community directly.



We know you have a deep commitment to addressing the housing crisis – your leadership on this issue is clear county-wide. We ask for you to continue this leadership with a matching commitment to Jane's Place – matching every dollar raised from individuals with a dollar from the City – up to \$350,000. The community support has already been substantial, with individuals giving over \$310,000 to date, so we are very close to our goal and a commitment from the City will help us close the final \$40,000 gap.

While we do not need the majority of this investment until we are ready to file for permits (mid-to-late September), we ask you to consider paying \$50,000 of this total commitment immediately to CCCF to help us ensure we can cover the project pre-development costs.

I look forward to discussing this with you in person on Tuesday, and until then, be well. Thank you.

Joseph Teipel
Joseph Teipel