



CITY COUNCIL REGULAR MEETING

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

March 19, 2024 - 6:00 PM

AGENDA

Please register for Regular City Council Meeting

<https://attendee.gotowebinar.com/register/3742005742374996822>

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/xAllQfSsmmO/vpfQhcsApYv_5?preview=1

CALL TO ORDER

Pledge of Allegiance

Roll Call

Civility Invocation

1. Civility Invocation

CONSENT AGENDA

2. Approve Agenda

3. Approve March 5, 2024 Minutes

4. Approve Salida Cyclone Contract

5. Approve Main Street LIVE Grant

6. Approve Special Event Liquor License for Fly Fishing Tour

7. Approve Sanitary Sewer Extension Agreement for Crossroads Village Subdivision Phase 2

CITIZEN COMMENT—Three (3) Minute Time Limit

8. Public Comment - Luke Parker

9. Public Comment - Vince Phillips

10. Public Comment - Susan Spohn

11. Public Comment - Ellen Maxfield

12. Public Comment - Janella Martinez

13. Public Comment - Carol Kellerman

UNFINISHED BUSINESS / ACTION ITEMS

NEW BUSINESS / ACTION ITEMS

14. **Resolution 2024-13** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO AUTHORIZING THE MAYOR TO SIGN AMENDED PRE-ANNEXATION AGREEMENT WITH SALIDA SCHOOL DISTRICT FOR 627 OAK STREET.

15. **Resolution 2024-24** A RESOLUTION OF THE CITY OF SALIDA, COLORADO DESIGNATING REPRESENTATIVES AUTHORIZED TO COORDINATE WITH COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT AND THE COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY REGARDING FINANCIAL ASSISTANCE MATTERS.

16. **Resolution 2024-26** A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA REAUTHORIZING THE TEMPORARY CLOSURE OF F STREET BETWEEN SACKETT AVENUE AND

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.

2ND STREET AND PROVIDING FOR A REVISED PROCEDURE FOR LIQUOR LICENSEES TO OBTAIN PROPER AUTHORIZATION FOR OUTDOOR EXPANSION.

17. Ordinance 2024- 04 AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO AMENDING SECTION 4-2-30(a)(8) OF THE SALIDA MUNICIPAL CODE TO MODIFY THE TERMS OF THE AFFORDABLE HOUSING FUND.

18. Resolution 2024-27 A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA APPOINTING A NEW COUNCILMEMBER TO WARD 3 OF THE SALIDA CITY COUNCIL.

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Council Reports

- Critelli, Fontana, Kasper, Naccarato, Pappenfort, Stephens

Mayor Report

Treasurer Report

19. Sales Report

Attorney Report

Staff Reports

20. Staff Reports

ADJOURN



City Clerk | Deputy City Clerk

Mayor Dan Shore



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 affirm our support for women's rights, including equal pay, equal treatment under the law and in the workplace, and the right to determine choices that impact the direction and personal values of one's life, including all individuals' reproductive health choices.
- 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

March 05, 2024 - 6:00 PM

MINUTES

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<https://attendee.gotowebinar.com/register/3742005742374996822>.

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CALL TO ORDER

Pledge of Allegiance

Roll Call

Council Member Suzanne Fontana

Council Member Dominique Naccarato – arrived at 6:33pm

Council Member Aaron Stephens

Council Member Alisa Pappenfort

Mayor Dan Shore

Civility Invocation

CONSENT AGENDA

Council Member Stephens recused himself from voting on the Consent Agenda due to a conflict of interest.

Council Member Critelli moved to combine and approve the Consent Agenda, seconded by Council Member Pappenfort.

Voting Yea: Council Member Critelli, Council Member Pappenfort, Council Member Fontana and Mayor Shore.

MOTION PASSED.

CITIZEN COMMENT—Three (3) Minute Time Limit

Letter of Appreciation- American Legion

Letter to Council- Kay Duffy

Miles Cottom, Kat Been and Christ Tracy spoke during Public Comment.

PROCLAMATIONS

Woman's History Month

UNFINISHED BUSINESS / ACTION ITEMS

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NEW BUSINESS / ACTION ITEMS**RESOLUTION 2024-21** APPOINTING KRISTI JEFFERSON AS CITY CLERK AND APPROVING EMPLOYMENT AGREEMENT

Council Member Pappenfort moved to approve the Resolution, Seconded by Council Member Critelli.

Voting Yea: Council Member Pappenfort, Council Member Stephens, Council Member Fontana and Council Member Critelli.

MOTION PASSED.

RESOLUTION 2024-22 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPOINTING THE CITY PROSECUTOR AND APPROVING A PROFESSIONAL SERVICES CONTRACT

Council Member Critelli moved to approve the Resolution appointing Lisa Scanga as City Prosecutor and approving the employment agreement, Seconded by Council Member Stephens.

Voting Yea: Council Member Pappenfort, Council Member Stephens, Council Member Fontana and Council Member Critelli.

MOTION PASSED.

Regarding F Street Plaza and Future F Street Uses

Council Member Critelli moved to direct staff to prepare a Resolution for a future Council meeting to reinstate the F Street closure with the lowest financial impacts between Sackett to Second Street, Seconded by Council Member Pappenfort.

Voting Yea: Council Member Pappenfort, Council Member Stephens, Council Member Fontana and Council Member Critelli.

Voting Nay: Council Member Naccarato

THE MOTION PASSED.

Amplified Sound Permit, High Side! **PUBLIC HEARING**

Mayor Shore opened the Public Hearing at 7:35pm. Interim Clerk, Sara Law presented the Amplified Sound Permit.

There were no Public Hearing comments. Mayor Shore closed the Public Hearing at 7:36pm.

Council discussed the Public Hearing.

Council Member Critelli moved to approve the Amplified Sound Permit, Seconded by Council Member Pappenfort.

Voting Yea: Council Member Pappenfort, Council Member Stephens, Council Member Fontana, Council Member Naccarato and Council Member Critelli.

MOTION PASSED.

RESOLUTION 2024-23 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, DECLARING A VACANCY ON THE CITY COUNCIL FOR WARD 3

Council Member Pappenfort moved to approve the Resolution, Seconded by Council Member Critelli.

Voting Yea: Council Member Pappenfort, Council Member Stephens, Council Member Fontana, Council Member Naccarato and Council Member Critelli.

MOTION PASSED.

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Reports were given.

EXECUTIVE SESSION

For the purpose of conferencing with the City Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S Section 24-6-402(4)(b); for the purpose of determining positions relative to matters that may be subject to negotiation, developing strategy for negotiations, and/or instructing negotiators under C.R.S. Section 24-6-402(4)(e); and to discuss the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interest under C.R.S. Section 24-6-402(4)(a), and the following additional details are provided for identification purposes: **City water rights and credits, and necessary legal documents and agreements concerning same**

For the purpose of conferencing with the City Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S Section 24-6-402(4)(b), and for the purpose of determining positions relative to matters that may be subject to negotiation, developing strategy for negotiations, and/or instructing negotiators under C.R.S. Section 24-6-402(4)(e), and the following additional details are provided for identification purposes: **627 Oak Street Pre-Annexation Agreement with Salida School District R-32-J and related negotiations, terms and discussions**

Council Member Pappenfort moved to enter into Executive Sessions, Seconded by Council Member Critelli.

Voting Yea: Council Member Pappenfort, Council Member Stephens, Council Member Fontana, Council Member Naccarato and Council Member Critelli.

MOTION PASSED.

Council entered into Executive Session at 8:00pm and returned to the Regular Meeting at 9:17pm.

ADJOURN

Adjourned at 9:18pm



City Clerk | Deputy City Clerk

Mayor Dan Shore



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Parks and Recreation	Diesel Post - Parks and Recreation Director	3/19/24

ITEM

Approve a contract with the Salida Cyclones youth swim team to use the Salida Hot Springs Aquatics Center.

BACKGROUND

The Salida Cyclones are a local 501c3 dedicated to introducing competitive swimming to the Salida community. The club uses the Salida Hot Springs Aquatics Center for practices and a meet. The pool use fees have historically been arbitrarily charged per swimmer. We have worked with the Cyclones board to develop a logical and repeatable fee. The fee is based on a pro-rated "Lap lane reservation access pass" that is available to the public for and the team's total "lane hours" used.

The Cyclones also uses a Conex cargo container behind the facility for storage free of charge.

FISCAL NOTE

The team will be charged \$3.67 per lane per hour, for a total fee of \$4,665.36. This fee will be paid off by offering a "swimming camp" to the public to increase the availability of swim lessons and learn-to-swim opportunities in the Salida community. Additional revenue from the camps will be given to the Cyclones.

STAFF RECOMMENDATION

To approve the negotiated 2024 Salida Cyclones contract.

SUGGESTED MOTION

A Councilperson should move to "combine and approve the consent agenda".

USE AGREEMENT

THIS AGREEMENT entered this 1 day of April 2024, by and between **THE CITY OF SALIDA, COLORADO**, a statutory city and municipal corporation, hereinafter referred to as “City”, and the **Salida Cyclone Swim Team**, hereinafter referred to as “User”.

WHEREAS User is a community-based organization providing for the recreational benefits of the youth of the Salida community; and,

WHEREAS, the City owns and operates the property (“Property”) described below, and the User desires to use such property.

NOW, THEREFORE, BE IT HEREINAFTER AGREED BY THE PARTIES AS FOLLOWS:

1. **Description of Property:** The City agrees to allow the User to utilize The Salida Hot Springs Aquatic Center located at 410 West Rainbow Blvd within the City of Salida, County of Chaffee, and State of Colorado. The Property shall only be accessed by the User for events scheduled and approved in advance with the City. Any use of other facilities will need to be scheduled and coordinated with the appropriate scheduling agency.
2. **Purpose:** The User represents that the Property is being used for swim team practices, swim team camp, and one swim meet.
3. **Term:** The term of this agreement commences on April 1, 2024, and ends on August 31, 2024.
4. **Rate:** The User will use the Salida Hot Springs Aquatic Center for a rate of \$ 4,665.36
5. **Special Conditions:** The parties have agreed to comply with the additional rules under this agreement as follows:

A. Salida Cyclones will:

- i. Pay the fee negotiated by the terms of the contract by holding a “Swim Camp” catered to local youth to teach swimming.
 1. Registration will be managed through the City’s SmartRec system.
 2. The City will accept payment from participants.
 3. The City will distribute excess funds (over \$4,665.36)
- ii. Reimburse the City of Salida for any costs to the City of Salida resulting from damage to the pool or City property caused by User’s guests/instructors.
- iii. Provide proof of current certified USA Swim Coaches.
- iv. Provide all special equipment not provided by the City of Salida.
- v. Give reasonable notice of any agreement days/hours not needed by the User
- vi. Have a representative in attendance at the pool during the practices; the representative must stay until the last swimmer leaves the facility.

vii. Practice times;

Pre-Season

1. April 1 – 29, 2024

- a. Mondays and Tuesdays - Lanes 1-4 from 5:00 pm – 7:00 pm
- b. Saturdays – Lanes 1-6 from 7:00 am – 9:00 am

2. May 13 – 25, 2024

- a. Mondays and Tuesdays – Lanes 1-4 from 5:00 pm – 7:00 pm
- b. Saturdays – Lanes 1-6 from 8:00 am – 10:00 am

Summer Season

c. May 28 – August 10, 2024

i. Monday-Friday

- 1. Lanes 2-5 from 7:00 am – 9:00 am
- 2. Lanes 1-2 from 9:00 am - 10:00 am

viii. Manage and organize one swim meet – May 31 – June 2, 2024

- 1. Responsible for the security of the building during the swim meet
- 2. Pay a \$200 damage deposit for the Salida Hot Springs Aquatic Center
- 3. The Salida Hot Springs Aquatic Center will charge \$7 per swimmer during the swim meet.
- 4. Pay the lifeguard fees during the Swim Meet hosted by the Salida Cyclones

ix. Manage a “Swim Camp” in April or May for an offset in the use fee

B. The City will:

- i. Maintain the Aquatics Center for use by Cyclones.
- ii. Inform the Cyclones of any maintenance or other issues that would affect practice or the meet.
- iii. Provide storage for meet equipment free of charge.
- iv. Schedule and provide lifeguards for the swim team practices when the pool is open to the public.
- v. Provide registration on Smart Rec for the team and the camps
- vi. Provide memberships to swim team participants during the swim season only

6. **Surrender of Property:** User shall quit and surrender the designated Property to the City at the end of the term of this agreement in the same condition as at the date of the commencement of this agreement, ordinary wear and tear excepted.

7. **Rules and Regulations:** User, and all persons whom User allows on the Property, shall abide by, and conform to all Rules and Regulations concerning the use of the Property and all City facilities, as amended, or adopted by the City. City may cancel this Agreement at any time for failure to do so.

8. **Maintenance:** The City reserves the right to close the Property for maintenance at its sole discretion. The City will attempt to give reasonable notice of closure.

9. **Indemnification:** The City shall have no responsibility for the safety and or security of any person participating in the use of the property by the User. User expressly agrees to indemnify and hold harmless the City, its officers, employees, and agents, from all cost, loss, and expense, including attorney's fees, arising out of any liability or claim of liability for injury or damage to person resulting directly or indirectly from their participation in User's use of the property, regardless of whether such use was authorized or not, and regardless of whether the liability or claim of liability arises of out of the act or omission of User.
10. **Insurance:** The User agrees to procure an insurance policy with a licensed company doing business in the State of Colorado to provide a minimum amount of \$1,000,000.00 per occurrence for bodily injury and property damage combined, naming the Salida Cyclone Swim Team, and with the City being listed as the Additional Insured on a primary and noncontributory basis. The User shall provide a copy of the Certificate of Insurance to the City upon the execution of this agreement.
11. **Compliance with Law:** User shall comply with all laws of the United States and of the State of Colorado, all ordinances of the City of Salida, and all rules and requirements of the Police and Fire Departments or other municipal authorities of the City of Salida. The User will not do or suffer to be done anything on the designated Property during the term of this agreement in violation of any such laws, ordinances, rules, or requirements. If User's attention is called to any such violation on their part or of any person employed by or admitted to the designated Property by User, they will immediately desist from and correct or cause to be corrected such violation.
12. **Days and Hours of Operation:** The hours and facilities available for this program will be determined by the parties based upon schedules provided by the User and submitted in advance to the City Administrator or the City Director of Parks and Recreation.
13. **Damage to Property:** If the designated Property, any part of the buildings on the designated property, or any equipment located on the designated property during the term of this agreement shall be damaged by the act, default, or negligence of the User or its agents, employees, patrons, guests, or any person admitted to the designated property by User, the user will pay to the City upon demand such sum as shall be necessary to restore the designated property or equipment contained in or on the designated property to their present condition. User assumes full responsibility for the character, acts and conduct of all persons admitted to the designated property with the consent of the User or by or with the consent of any person acting for or on behalf of User. The User shall be responsible for maintaining order and protecting persons and property.
14. **Assignment:** User shall not assign this Agreement without the prior written consent of the City, nor use of the Property other than as specified in this agreement.
15. **Release:** City shall not be responsible for any damage or injury that may happen to User or its agents, employees, or property from any cause whatsoever prior, during, or

subsequent to the period covered by this agreement. The User hereby expressly releases the City from and agrees to indemnify the City against any and all claims for such loss, damage, or injury.

16. **Modification:** Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party.

The undersigned hereby certifies that he/she is authorized to enter into and execute this Agreement on behalf of the User and the City, respectively, and that the User and the City acknowledge and accept the terms and conditions herein.

CITY OF SALIDA (“City”)

By: _____
Christy Doon, Administrator

Salida Cyclone Swim Team (“User”)

By: _____

Name: _____

Title: _____



COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	March 19, 2024

ITEM

Main Street LIVE Grant Application

BACKGROUND

The Department of Local Affairs has recently announced a new grant, focused on downtowns. The Main Street LIVE: Livability Investments for Vibrant Economies will fund planning, design engineering, and construction of Main Street public infrastructure and facilities. The program is a reinvestment in core main street downtowns and enhancement of long-term sustainability, supporting the development of housing and attracting workforce to create a more vibrant and livable commercial core.

Eligible projects include infrastructure and streetscapes, sidewalks, stormwater, streetscape and placemaking improvements, including benches, accessibility improvements, parklets and downtown wayfinding. Staff is applying for funding to implement the intersection improvements planned for 2025 on F Street. These improvements include improving ADA accessibility, installing bollards and creating a more pedestrian-friendly area.

Applications are due April 1, 2024. Awards are expected in July.

FISCAL NOTE

Fifteen million dollars is available in the program. The total cost of the project is estimated to be \$800,000 and staff is able to, and will, apply for 75% of the project costs (\$600,000).

STAFF RECOMMENDATION

Staff recommends Council approve the Main Street LIVE grant application.

SUGGESTED MOTION

A City Councilmember should make a motion to “combine and approve the items on the consent agenda” followed by a second and a roll call vote.

Fly Fishing Film Tour 2024

We are hosting this year's Fly Fishing Film Tour as a fundraiser for Veterans Expeditions. We will be showing the film tour's films, have a silent auction, and have beer and food for sale. Doors will open at 5 pm and the entire show will be over and we will be out of the A Church by 10 pm on Saturday March 30th. We are not serving wine or liquor. Just beer from Elevation Brewing.

Veterans Expeditions is a local Salida non-profit getting military and veterans outside since 2010. We run around 40 trips and events annually getting 1000 plus vets involved, outside, and part of our community.

Mission Statement:

Empower veterans to overcome challenges associated with military service through outdoor training and leadership.



VALID ONLY FOR THIS ORGANIZATION AT THIS LOCATION
A Church
419 D St
Salida, CO 81201

SPECIAL EVENTS PERMIT
MALT, VINOUS AND SPIRITUOUS LIQUOR

	Date	Hour		Date	Hour
FROM	3/30/24	5:00pm		3/30/24	10:00pm

This permit is issued subject to the laws of the State of Colorado and especially under the provisions of Article 3, 4 & 5 of Title 44, Colorado Revised Statutes, as amended and the Ordinances of the City of Salida, insofar as the same may be applicable.

This permit is non-transferable. It is issued only for the specific location described above, and must be conspicuously posted at that location.

In testimony whereof, The City Council has hereunto subscribed its name by its officers duly authorized this 5th of March, 2024.

ATTEST:

The City of Salida

City Clerk/Deputy City Clerk

City Administrator

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Veterans Expeditions Inc

is a

Nonprofit Corporation

formed or registered on 04/25/2014 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20141267775 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/26/2024 that have been posted, and by documents delivered to this office electronically through 02/28/2024 @ 15:36:23 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/28/2024 @ 15:36:23 in accordance with applicable law. This certificate is assigned Confirmation Number 15796507 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Address number posted
minimum 4" w/contrasting
background

Occupant Load Posted

Purchase and install Knox
Box. Provide necessary
keys to gain entrance.

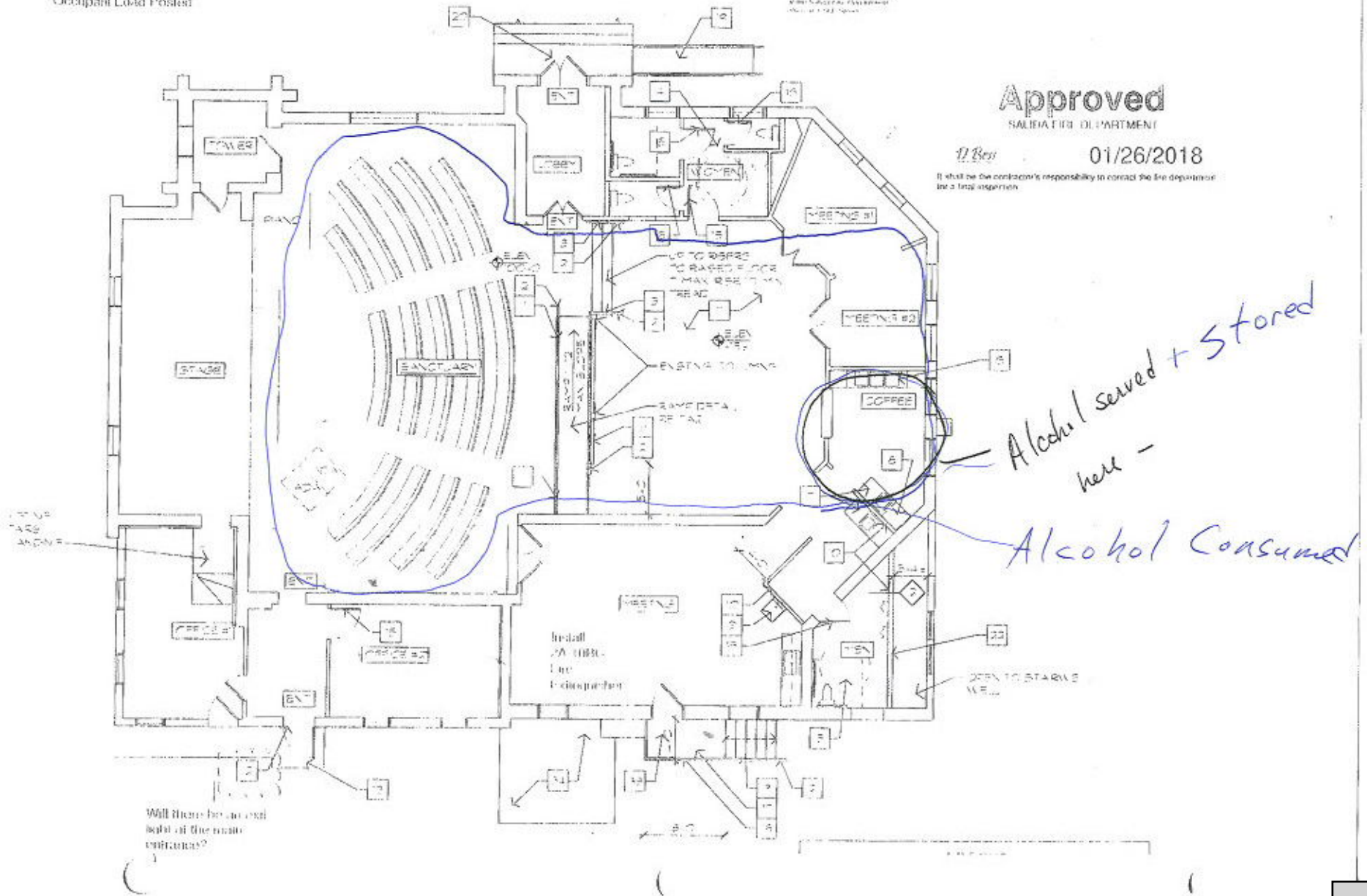
Approved by Fire Department
01/26/2018

Approved
FIRE DEPARTMENT

12 Ben

01/26/2018

It shall be the contractor's responsibility to contact the fire department
for a final inspection.





CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Public Works	David Lady - Public Works Director	March 19, 2024

ITEM

Council Action – Approve a Sanitary Sewer Extension Agreement for Crossroads Village Subdivision Phase 2
Consent Agenda

BACKGROUND

In 2018, the Salida City Council approved a Sewer Extension Agreement for Phase I of Crossroads Village Subdivision in Poncha Springs. At that time, plans for construction of Phase 1 and Phase 2 were approved and subsequently constructed. Build-out of both phases were also accounted for during planning efforts that have been underway since that time.

This agreement ratifies the prior agreement for the Crossroads Subdivision and formally approves the sewer line extension that will serve Phase II.

FISCAL NOTE

N/A

STAFF RECOMMENDATION

Approve a Sanitary Sewer Extension Agreement for Crossroads Village Subdivision Phase 2.

SUGGESTED MOTION

A Council person should make a motion to “combine and approve the items on the consent agenda.”

SEWER LINE CONNECTION AGREEMENT (CROSSROADS VILLAGE SUBDIVISION PHASE 2)

THIS SEWER LINE CONNECTION AGREEMENT ("Agreement") is made and entered into to be effective the 18th day of January, 2022, by and between the CITY OF SALIDA, COLORADO, a Colorado statutory city ("Salida"), RMBC PROPERTIES, LLC, a Colorado nonprofit corporation (the "Developer") and CROSSROADS VILLAGE ASSOCIATION, INC., a Colorado nonprofit corporation (the "Association") (each a "Party" and together the "Parties").

Section 1 - Recitals

1.1 On the Effective Date set forth above, the Developer was the fee title owner of certain lands known as the "**Crossroads Village Subdivision**" more particularly described on attached **Exhibit A** (the "Property"). Since the Effective Date, the Developer has sold multiple lots in Phase 2 of the Property.

1.2 The Developer and Salida intended to enter into this Agreement on or before the Effective Date, which was the date that Phase 2 of the Property connected to the sewer line extension and began receiving sewer services from Salida. However, due to inadvertence or oversight, the Agreement was not executed. The Developer, the Association, and Salida understand and acknowledge that the purpose of this Agreement is to memorialize the terms of the Agreement.

1.3 The Association is entering into this Agreement on behalf of the owners of all lots within Phase 2 of the Property, as the Developer no longer owns all of the lots within Phase 2 of the Property. The Association represents that all requisite actions have been taken for the Association to enter into this Agreement on behalf of said lot owners.

1.4 The Property is located within the current corporate boundaries of the Town of Poncha Springs ("Poncha Springs" or "Town") and within Salida's Wastewater Service Plan Area as defined in Section 13-2-20 of the Salida Municipal Code. This Agreement pertains to the Property, as described on attached **Exhibit A**.

1.5 Salida provides sewer service in Poncha Springs pursuant to and in accordance with the terms and conditions of two intergovernmental agreements between Salida and Poncha Springs: the Intergovernmental Agreement for Transfer of Sewer System dated April 6, 2010 ("System IGA"), and the Intergovernmental Agreement for Provision of Sewer Services dated April 6, 2010 ("Service IGA").

1.6 In accordance with the Poncha Springs Land Use Code, the Developer submitted a plat to the Town of Poncha Springs for the Crossroads Village Subdivision and obtained final plat approval of the subdivision by the Town Board on October 23, 2017. The plat of Crossroads Village Subdivision was recorded in the Chaffee County Clerk and Recorder's Office on July, 16, 2018 at Reception No. 444276.

1.7 Under the System IGA, Salida operates, maintains, and expands its sewer system to accommodate and not inhibit planned growth and development within Poncha Springs's planning and zoning jurisdiction.

1.8 Under the Service IGA, Poncha Springs shall not record any final plat for any development within Poncha Springs until the Town has received written confirmation from Salida that the developer has executed a line extension agreement or line connection agreement with Salida or has otherwise applied for and been granted service per the Salida Municipal Code.

1.9 The Property is currently serviced by a Salida sewer line, and the Developer has performed all work necessary to connect to a Salida sewer main ("Sewer Line Connection"), as shown on the Sewer Plans attached as **Exhibit B**.

1.10 The Developer, the Association, and Salida wish to enter into this Agreement in satisfaction of the requirement for a line connection agreement under the Service IGA, and to provide for Salida's continuing provision of sewer service to Phase 2 of Crossroads Village Subdivision.

1.11 The Developer, the Association, and Salida acknowledge that the terms and conditions hereinafter set forth are reasonable, within the authority of each to perform, and consistent with the System IGA and the Service IGA.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, Salida 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 Sewer Line Connection Agreement. The Recitals in Section 1 above are fully incorporated into this Agreement and made a part hereof by this reference.
- 2.2 "Appurtenant Sewer Service Lines" means all service lines and laterals necessary to deliver wastewater from the Property into the Sewer Main(s).
- 2.3 "City" means the City of Salida, a Colorado statutory city.
- 2.4 "City Administrator" means the City Administrator of the City of Salida, Colorado, and the City Administrator's designee.
- 2.5 "City Council" means the City Council of the City of Salida, Colorado.
- 2.6 "Developer" means RMBC Properties, LLC, and its successor(s).
- 2.7 "Development" means all work on the Property required to accomplish construction and installation of the Sewer Line Connection. When the context so dictates, the verb "Develop" may be used in place of the noun "Development."

- 2.8 “Effective Date” means the Effective Date set forth above, subject to City Council approval of the execution of this Agreement. Upon approval by the City Council, this Agreement will become binding upon and enforceable by Salida, the Developer, and the Association.
- 2.9 “Phase 2” means that portion of Crossroads Village Subdivision that is the subject of this Agreement, and includes Lots 14-36 as shown by the red phase line on the final plat page 2 included as Exhibit A.
- 2.10 “Property” means the land that is known as the “**Crossroads Village Subdivision**” and described in attached **Exhibit A**.
- 2.11 “Reimbursable Costs and Fees” means all fees and costs incurred by Salida in connection with Salida’s processing and review of the Public Improvements, and Salida’s drafting, review, and execution of this Agreement.
- 2.12 “Required Improvements” means the improvements that the Developer is required to make to the Property to connect the existing sewer main line to a private service line to be located on the Property and to provide service to Property, including all Appurtenant Sewer Service Lines, consistent with and in compliance with the final plat approval and with the construction plans and drawings submitted to Salida and Poncha Springs for review and approval.
- 2.13 “Salida Municipal Code” means the City of Salida Municipal Code, as amended.
- 2.14 “Service IGA” means the Intergovernmental Agreement for Provision of Sewer Services made by and between the City of Salida and the Town of Poncha Springs on April 6, 2010.
- 2.15 “Sewer Line Connection” means the connection to be constructed by the Developer on the Property as shown on **Exhibit B**, to allow the Developer to connect a private service line located on the Property to an existing sewer main line with sufficient capacity to enable Salida to provide sewer service to the Property.
- 2.16 “System IGA” means the Intergovernmental Agreement for Transfer of Sewer System made by and between the City of Salida and the Town of Poncha Springs on April 6, 2010.
- 2.17 “Town” means the Town of Poncha Springs.

Section 3 – Purpose of Agreement and Binding Effect

3.1 **Contractual Relationship**. The purpose of this Agreement is to establish a contractual relationship between Salida and the Developer with respect to the provision of sewer service to the Property. 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.

3.2 **Binding Agreement and Covenant Running with the Land**. This Agreement benefits and is binding upon Salida, the Developer, and the Developer’s successor(s). The Developer’s obligations under this Agreement constitute a covenant running with the Property commencing on the Effective Date. The Association, on behalf of the owners of lots within Crossroads Village

Subdivision Phase 2, agrees that this Agreement was intended to be entered into on or before the Effective Date, and agrees on behalf of such owners that this Agreement shall run with the Property and shall be construed to have commenced on the Effective Date.

3.3. **Reservation.** Notwithstanding anything to the contrary herein, and to the extent that Salida becomes aware of new information with respect to the Property or the Sewer Line Connection following execution of this Agreement, Salida reserves the right to require new terms or conditions for the Required Improvements or new obligations for the Developer with respect to such improvements.

Section 4 – Connection to Sewer Line and Provision of Sewer Service

4.1 **Provision of Sewer Service.** Salida approval of individual sewer taps and sewer service to lots within the Property will be dependent on the capacity of downstream infrastructures at the time of an Application for Service within the Service Plan Areas (Salida Municipal Code, Section 13-2-30), as set forth in the Salida Sewer Collection System Build-Out Infrastructure Plan completed by Providence Infrastructure Consultants dated November 13, 2019 (“Plan”), or subsequent updated plans or data that may supersede it, as accepted and approved by the Salida City Council serving in its capacity as the governing body of the wastewater enterprise. The Developer has constructed and installed the Required Improvements, including, without limitation, all Appurtenant Sewer Services Lines, only in accordance with the terms of this Agreement, the System IGA and the Service IGA.

4.2 Salida agrees to provide sewer service to the Property, and the Developer has constructed and installed the Required Improvements, only in accordance with the terms and conditions of this Agreement, the System IGA, and the Service IGA, and with the following:

4.2.1 All requirements of the Town Code and the Town’s Subdivision Approval Ordinance;

4.2.2 All requirements of the Salida Municipal Code;

4.2.3 The City of Salida’s Standard Specifications for Construction, as amended;

4.2.4 The City of Salida Department of Public Works’ Design Criteria Manual for Water, Sewer, and Streets, as amended;

4.2.5 The Town’s applicable engineering standards for construction and installation of the Required Improvements, including without limitation standards for compaction in trenches, under pavement, under sidewalks, at valve boxes, and around manholes; and

4.2.6 All other applicable laws and regulations, including without limitation all Town Ordinances and regulations, all State statutes and regulations, and all Federal laws and regulations.

4.3 The Developer acknowledges and agrees that in accordance with paragraph 1.c of the Service IGA and in accordance with the Salida Municipal Code, Salida is and will be under no obligation to provide sewer service to the Property until the Required Improvements required hereunder have been completed and accepted by Salida; and that in accordance with paragraph 1.d

of the Service IGA, Salida will have no obligation to provide sewer service to the Property until Salida has formally approved and accepted the Required Improvements and has confirmed in writing to Poncha Springs that all terms and conditions of the System IGA and the Service IGA have been complied with to Salida's satisfaction.

4.4 The Developer acknowledges and agrees that in accordance with paragraphs 5.c and 5.d of the System IGA, Salida may impose special assessments within its sewer service area to fund specific improvements and upgrades as may be necessary from time to time, and that such special assessments may be imposed following the Effective Date.

Section 5 – Terms and Conditions for Sewer Line Connection and Provision of Sewer Service

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 System IGA, the Service IGA, the Salida Municipal Code, and all other applicable laws and regulations, including without limitation all Town 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 Salida 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 Limitations on Wastewater Delivered Through Sewer Line Connection. The Developer acknowledges and agrees that Salida's obligation to provide sewer service to the Property is contingent upon the Developer's construction and installation, and Salida's written approval pursuant to paragraph 5.11 below, of the Required Improvements.

5.4 Salida approval of individual sewer taps and sewer service to lots on the Property will be dependent on the capacity of downstream infrastructures at the time of application, as determined by and in the context of the Salida Sewer Collection System Build-Out Infrastructure Plan completed by Providence Infrastructure Consultants dated November 13, 2019 ("Plan"), or subsequent updated plans that may supersede it, as accepted and approved by the Salida City Council serving in its capacity as the governing body of the wastewater enterprise. The depth of flow to diameter of pipe ratio ("d/D") capacity threshold of .8 (the maximum Colorado Department of Public Health ("CDPHE") allowable d/D ratio at peak flow) is currently identified in the Plan as a Flow Rate (GPM) of 615 (Plan, Table 4, Technical Memo 7).

5.5 Final Acceptance Not a Warranty that Sewer Service Will be Available. Regardless of final written acceptance of the Public Improvements by Salida, such acceptance shall not constitute a warranty or promise by Salida to provide sewer services, if the capacity of the sewer system does not allow for the provision of such service. Salida approval of individual sewer taps and sewer service to lots on the Property will be dependent on the capacity of downstream infrastructures at the time of application, as determined by and in the context of the Plan, or subsequent updated plans or data that may supersede it, as accepted and approved by the Salida City Council serving in its capacity as the governing body of the wastewater enterprise.

5.6 Required Improvements. The Developer was responsible for a detailed list of Required Improvements under the Town's final plat approval of the Property. In accordance with paragraph 1.d of the Service IGA, Salida performed all necessary inspections and, when appropriate, provided required written confirmations in a timely fashion and within the time limitations, if any, imposed on Poncha Springs for inspecting the Required Improvements. **Exhibit C** demonstrates the release of the Lot Sales Restriction that acknowledges that all Required Improvements pursuant to the applicable Subdivision Improvements Agreement were satisfied.

5.7 Prior Approval of Plans for Sewer Line Connection. Before the Developer commenced construction or installation of the Required Improvements, the Salida Public Works Director or City Engineer reviewed and approved the drawings and plans for such improvements, which drawings and plans must be stamped by the engineer retained by the Developer.

5.8 Construction Standards. The Developer ensured that all construction is performed in accordance with this Agreement, industry standards, and Salida's rules, regulations, requirements, and criteria governing such construction.

5.9 Observation of Development and Inspection of Required Improvements. Salida may observe all Development on the Property, and may inspect and test and/or require the Developer's qualified professional consultant(s) to inspect and test each component of the Required Improvements.

5.9.1 The Developer hired a qualified geotechnical consultant to provide quality assurance testing during the construction and installation of the Public Improvements, and shall deliver to Salida copies of all test reports.

5.9.2 The Developer hired a professional engineering consultant to provide construction management and inspections during the construction and installation of the Required Improvements, and to stamp the drawings and plans for the Required Improvements before such drawings and plans are reviewed and approved by the Salida Public Works Director or City Engineer pursuant to paragraph 5.5 above.

5.9.3 The Developer has reimbursed Salida for any and all costs associated with Salida's observation of Development on the Property and inspection and testing of the Required Improvements, and Salida will not give its written approval of the Public Improvements, as described in paragraph 5.11 below, until such costs, if any, have been reimbursed. Such observation and inspection may occur at any point before, during, or upon completion of construction and installation.

5.10 Salida's Written Approval of Required Improvements. Prior to the Effective Date, the Salida Public Works Director or City Engineer inspected the Required Improvements to ascertain whether they were completed in conformity with the approved plans and specifications. After execution of this Agreement, the Salida Public Works Director or City Engineer shall confirm in writing the date on which all Required Improvements were completed in conformity with the approved plans and specifications. The Developer has made any corrections necessary to bring the Required Improvements into conformity with the approved plans and specifications.

5.11 Final Acceptance of Required Improvements. Developer has completed the Required Improvements. Upon execution of this Agreement, Salida shall issue its final written acceptance of the Required Improvements.

5.12 Inspection Distinguished from Approval. A Salida official's inspection and/or verbal approval of the Development, at any particular time, will not constitute Salida's final approval of the Required Improvements as required hereunder. Such written approval will be given by the City only in accordance with paragraph 5.11 above.

5.13 Compliance with Environmental Laws. During Development, the Developer complied with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including without limitation the Federal Water Pollution Control Act (commonly referred to as the Clean Water Act), the Resource Conservation and Recovery Act, and the Comprehensive Environmental Response Compensation and Liability Act.

5.14 Reimbursable Costs and Fees. The Developer has paid to Salida the fees described below at the time set forth below:

5.14.1 The Developer shall reimburse Salida for all fees and actual costs incurred by Salida in connection with Salida's processing and review of the proposed Required Improvements, including without limitation Salida's review of the Developer's Subdivision Improvements Agreement with Poncha Springs and supporting documentation; and Salida's drafting, review, and execution of this Agreement ("Reimbursable Costs and Fees"). The Reimbursable Costs and Fees include but are not limited to Salida'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 Salida in connection with processing and review of the proposed Public Improvements.

5.14.2 Reimbursable Costs and Fees attributable to work completed by City staff, not including the City Attorney, were determined based on the fee schedule attached to Salida's then-effective Open Records Policy.

5.14.3 Reimbursable Costs and Fees attributable to work completed by the City Attorney or by Salida's outside consultants and/or counsel were equal to the actual costs and fees billed to and paid by Salida for that work.

Section 6 – Default by Developer and Salida's Remedies

6.1 Salida's Remedies on Developer's Default. In the event of the Developer's default with respect to any term or condition of this Agreement, Salida may take any action necessary or appropriate to enforce its rights, including without limitation any or all of the following:

6.1.1 Suspension of all further activities and approvals related to the Required Improvements.

6.1.2 Any other remedy available in equity or at law.

6.2 Notice of Default. Consistent with Section 16-2-60 (o) of the Salida Municipal Code, before taking remedial action hereunder, Salida 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, Salida will consider whether the Developer has undertaken reasonable steps to timely complete the cure if additional time is required.

6.3 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.

6.4 Waiver. Any waiver by Salida 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 not constitute, and is not to be construed as constituting, a waiver of such provision in other instances.

6.5 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 7 – Indemnification and Release

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

7.2 Indemnification.

7.2.1 The Developer and the Association shall indemnify and hold harmless Salida, and Salida'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) acts or omissions by the Developer or its officers, employees, agents, consultants, contractors, or subcontractors in connection with this Agreement; (b) Salida'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 Property or the construction and installation of the Public Improvements; provided that such disposal or cleanup obligations do not arise from any hazardous substance, pollutant, or contaminant generated or deposited by Salida upon the Property or the Public Improvements; or (c) any other item contained in this Agreement.

7.2.2 The Developer shall reimburse Salida for all fees, expenses, and costs, including attorneys' fees and costs, incurred in any action brought by a third party against Salida as a result of Salida's approval of the Public Improvements; and shall reimburse Salida 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 Salida's approval of the Public

Improvements. Nothing in this Agreement obligates or compels Salida to proceed with any action or referendum position.

7.2.3 Fees, expenses, and costs attributable to work completed by Salida staff, not including the City Attorney, will be determined based on the fee schedule attached to Salida's then-effective Open Records Policy.

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

Section 8 – Representations

8.1 Developer's and Association's Representations. The Developer and the Association represent to Salida that the following are true and correct as of the date of the Developer's and the Association's execution of this Agreement, and were true and correct on the Effective Date:

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

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

8.1.3 No litigation or adverse condition. To the best of the Developer's knowledge, as of the Effective Date, there was 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 Develop the Property as contemplated under the approved final plat.

8.1.4 Compliance with environmental laws and regulations. To the best of the Developer's knowledge, as of the Effective Date, the Public Improvements and associated easements to be conveyed to Salida hereunder are in compliance with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including without limitation the Clean Water Act, the Resource Conservation and Recovery Act, and the Comprehensive Environmental Response Compensation and Liability Act.

8.1.5 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.

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

8.2.1 Authority. Upon execution, this Agreement will have been duly authorized by City Council as a legal, valid, and binding obligation of Salida, and is enforceable as to Salida in accordance with its terms.

8.2.2 Authorized signatory. The person executing this Agreement on behalf of Salida is duly authorized and empowered to execute this Agreement on behalf of Salida.

8.2.3 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 Salida is a party or by which Salida is bound or affected.

Section 9 – General Provisions

9.1 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 Salida 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 any Ordinances or resolutions authorizing or adopting this Agreement.

9.2 Final Agreement. This Agreement supersedes and controls all prior written and oral agreements and representations of the Parties with respect to the subject hereof, and is the total integrated agreement between the Parties with respect to that subject.

9.3 Modifications. This Agreement may be modified only by a subsequent written agreement executed by both Parties.

9.4 Voluntary Agreement. The Developer agrees to comply with all of the terms and conditions of this Agreement on a voluntary and contractual basis.

9.5 Survival. Salida'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.

9.6 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 Salida: City of Salida
Attn: City Administrator and City Attorney
 448 East First Street
 Salida, CO 81201

Copy to: Salida City Attorney Nina P. Williams
 c/o Wilson Williams Fellman Dittman
 1314 Main Street, Suite 101
 Louisville, CO 80027

Notice to the Developer: RMBC Properties, LLC
 PO Box 115
 Poncha Springs, CO 81242

Notice to the Association: Crossroads Village Association, Inc.
 PO Box 115
 Poncha Springs, CO 81242

9.7 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.

9.8 Recording. Salida shall record this Agreement with the Clerk and Recorder of Chaffee County, Colorado, at the Developer's expense. Alternatively, Salida may direct the Developer's legal counsel to cause the Agreement to be recorded, and provide the City with a copy of the recorded document.

9.9 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 Salida, the Developer, and the Association.

9.10 No Waiver of Immunity. Nothing in this Agreement, express or implied, waives or is intended to waive Salida's immunity under Colorado State law, including without limitation the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through -120.

9.11 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.

9.12 Subject to Annual Appropriation. Any financial obligation of Salida 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.

9.13 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.

9.14 Counterparts. This Agreement may be executed in multiple counterparts, all of which taken together constitute one and the same document.

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

CITY OF SALIDA, COLORADO

By: _____
Dan Shore, Mayor

ATTEST:

City Clerk Kristi Jefferson

[illegible]

Acknowledged, subscribed, and sworn to before me this ____ day of _____ 2024,
by Dan Shore, as Mayor, and by Kristi Jefferson as City Clerk, on behalf of the City of Salida,
Colorado.

WITNESS my hand and official seal.

My Commission expires:_____.

Notary Public

THIS SPACE INTENTIONALLY LEFT BLANK
ADDITIONAL SIGNATURE PAGES FOLLOW

RMBC PROPERTIES, LLC, a Colorado limited liability company

By:

Name: Cinda Riley

Title: Manager

STATE OF COLORADO)
) ss.
COUNTY OF)

Acknowledged, subscribed, and sworn to before me this ____ day of _____, 2024
by Cinda Riley, as Manager of RMBC Properties, LLC, a Colorado limited liability company.

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

Notary Public**CROSSROADS VILLAGE ASSOCIATION, INC., a Colorado nonprofit corporation**

By:

Name: Cinda Riley

Title: President

STATE OF COLORADO)
) ss.
COUNTY OF)

Acknowledged, subscribed, and sworn to before me this ____ day of _____, 2024
by Cinda Riley, as President of Crossroads Village Association, Inc., a Colorado nonprofit
corporation.

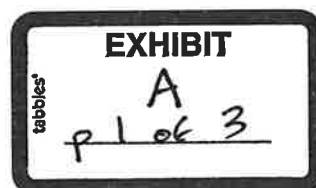
WITNESS my hand and official seal. My Commission expires: _____.

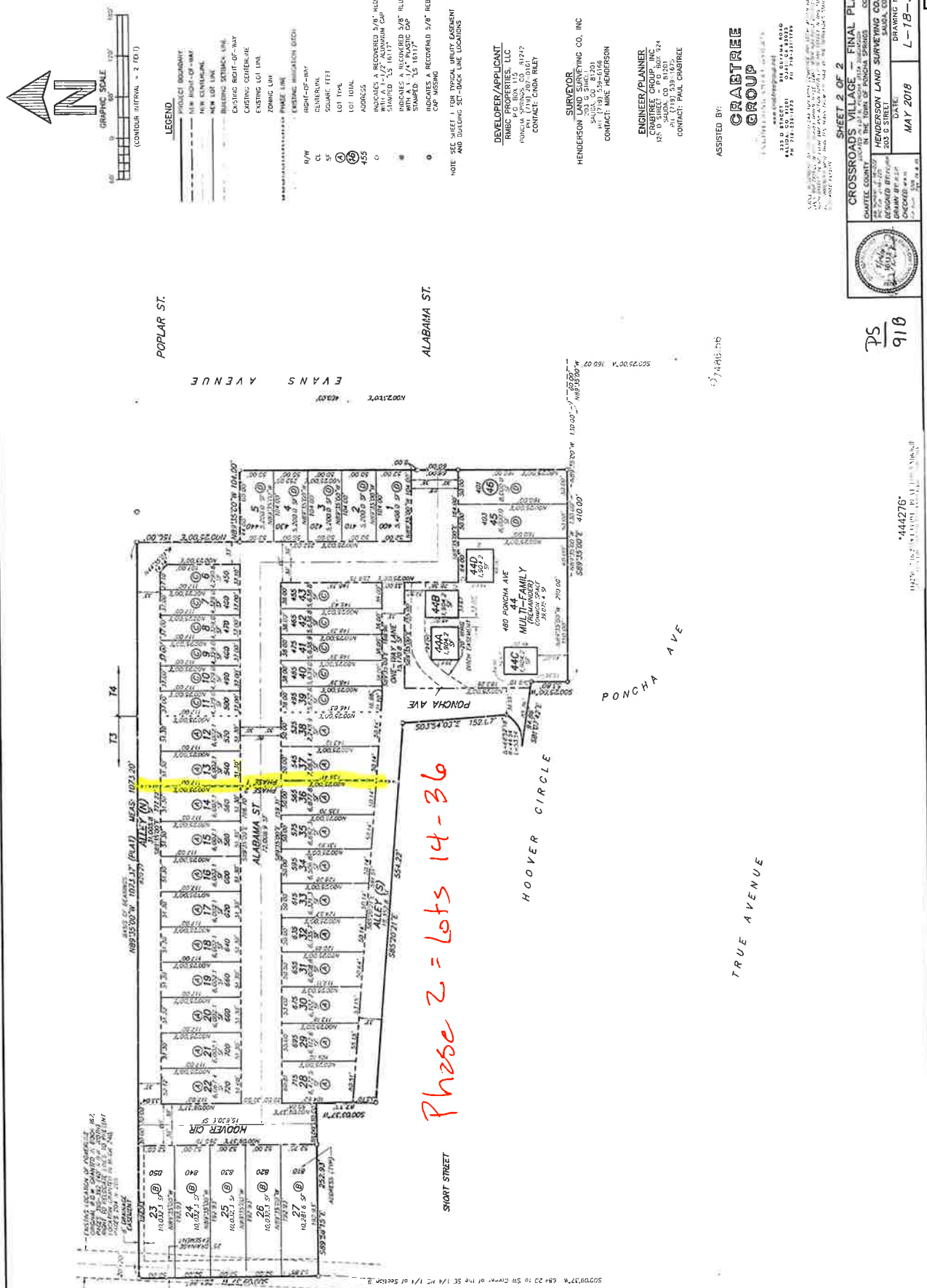
Notary Public

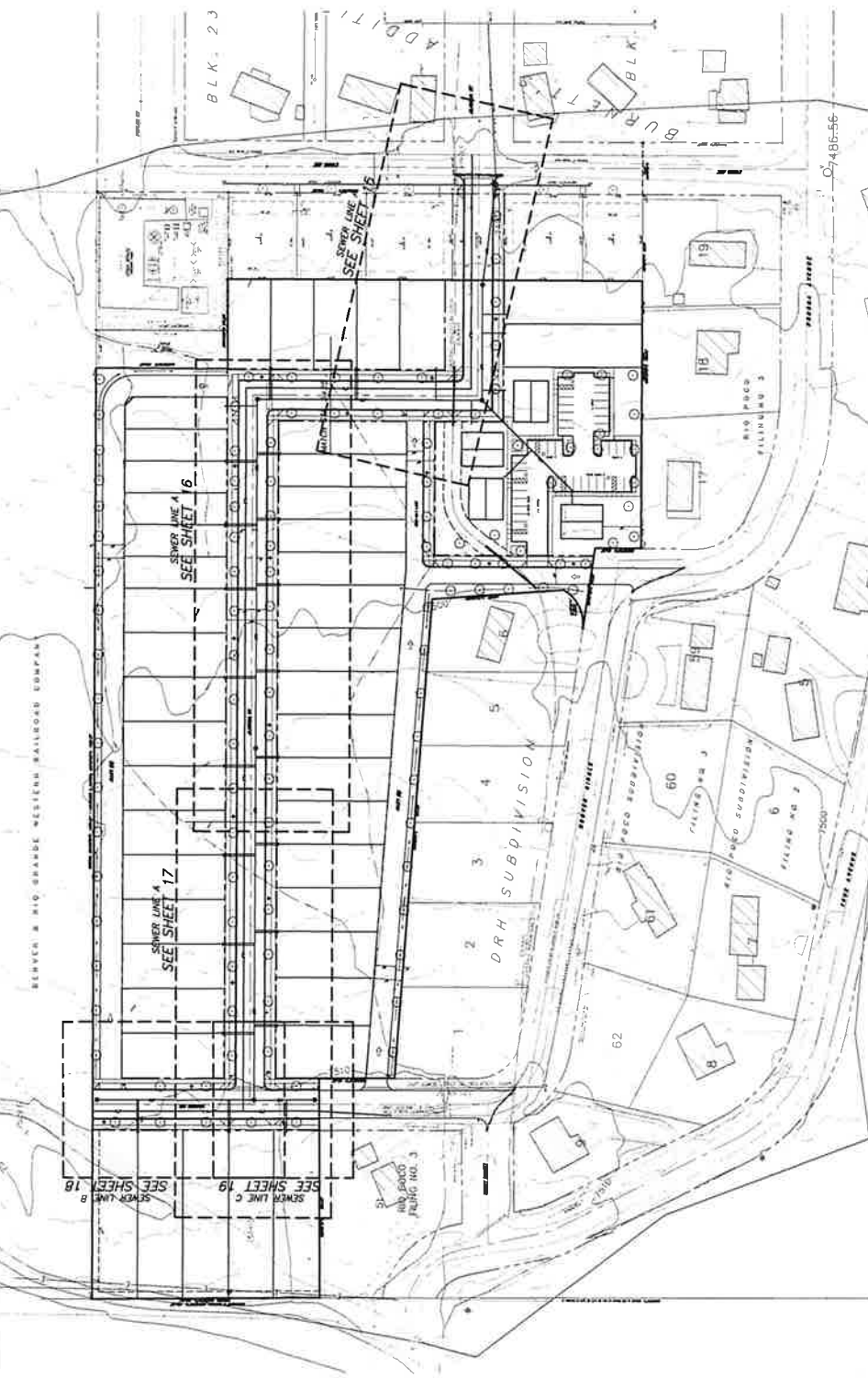
EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Crossroads Village Subdivision Phase 2
Lots 14-36, Crossroads Village Subdivision
As shown on the plat recorded at Reception No. 444276
Town of Poncha Springs, Chaffee County, Colorado

(See attached copy of Plat for Crossroads Village Subdivision.)







INDEX MAP

SEWER NOTES:

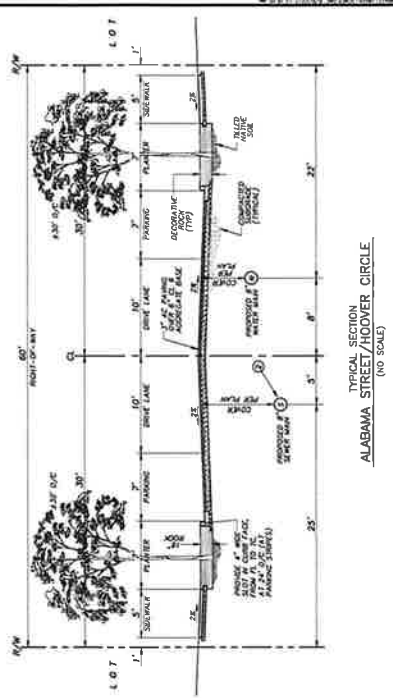
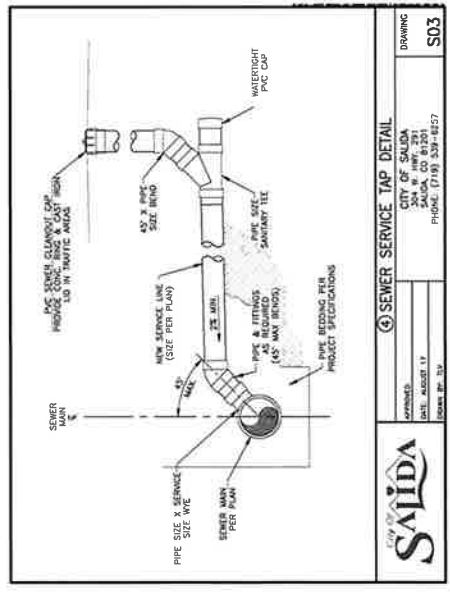
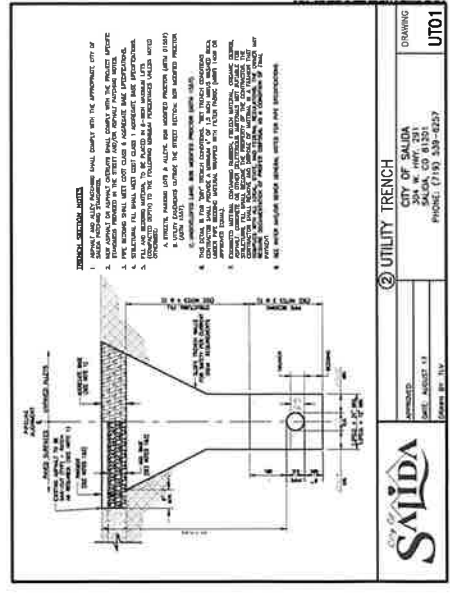
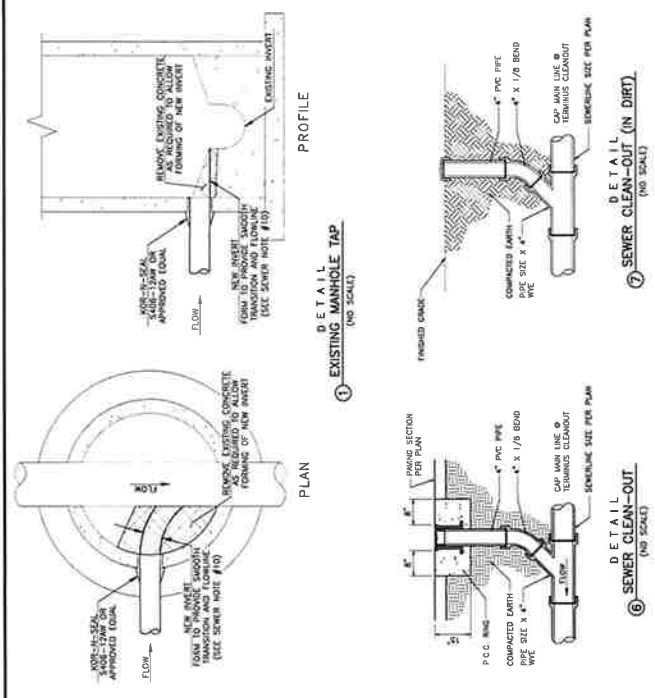
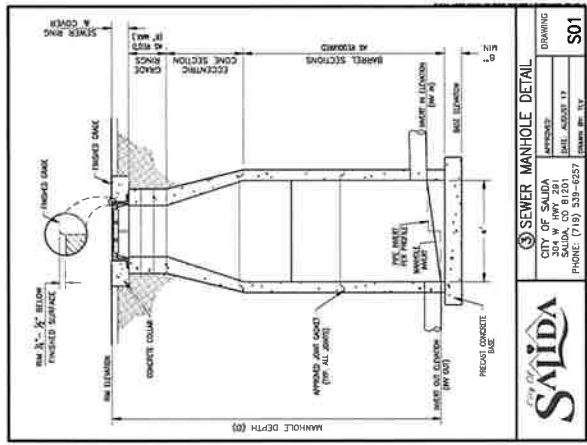
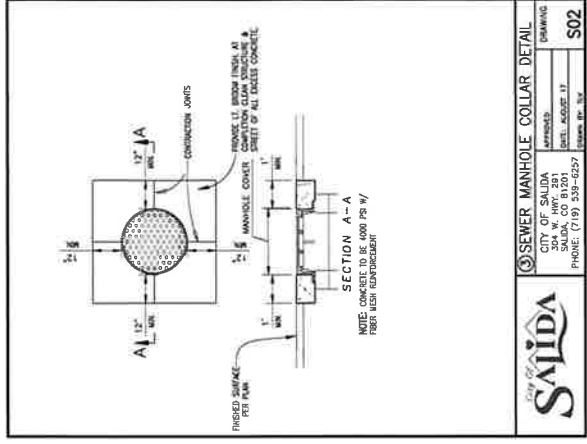
1. THE FOLLOWING SUBMITTALS ARE REQUIRED AND MUST BE REVIEWED AND APPROVED BY THE CITY ENGINEER PRIOR TO CONSTRUCTION:
 - A. MANUFACTURER'S DOCUMENTATION FOR ALL FITTINGS, VALVES, PIPE MATERIAL AND OTHER APPURTENANCES.
 - B. GROUND AND PROFILES FOR BEDDING AND STRUCTURAL FILL MATERIAL.
 - C. ALL MATERIALS STORED ON-SITE SHALL BE PROTECTED FROM CONTAMINATION AND STORED PER THE MANUFACTURER'S RECOMMENDATIONS.
 - D. ALL SEWER MAINS SHALL BE CONSTRUCTED WITH A MINIMUM COVER OF 3.5 FEET. THE PROJECT ENGINEER, AT THEIR SOLE DISCRETION, MAY ALLOW REDUCED COVER WITH THE FOLLOWING CONDITIONS:
 - A. REDUCED COVER SHALL BE LIMITED TO A MAXIMUM OF 2.5 FEET.
 - B. REDUCED COVER SHALL BE LIMITED TO A MAXIMUM OF 1.5 FEET.
 - C. REDUCED COVER SHALL BE LIMITED TO A MAXIMUM OF 1.0 FEET.
 - D. REDUCED COVER SHALL BE LIMITED TO A MAXIMUM OF 0.5 FEET.
 - E. STRUCTURAL FILL AS SHOWN IN THE TYPICAL TRENCH SECTION, SHALL MEET CDOT CLASS 1 SPECIFICATIONS.
 - F. PIPE BEDDING, AS DEFINED IN THE TYPICAL TRENCH SECTION, SHALL MEET CDOT CLASS 1 SPECIFICATIONS.
 - G. ALL SERVICE LOCATIONS SHALL BE FIELD APPROVED BY THE CITY OF SALUDA AND THE PROJECT ENGINEER PRIOR TO INSTALLATION.
 - H. ALL SERVICE TAPS SHALL BE INSTALLED UTILIZING PROCDOT SUB TAP SADDLES. CONTRACTOR SHALL CONTACT THE CITY OF SALUDA FOR INSPECTION PRIOR TO INSTALLATION.
 - I. INSPECTION FOR INDIVIDUAL BUILDINGS SHALL BE PER SCHEDULE 40 UNLESS NOTED OTHERWISE.
 - J. PIPE DEFLECTIONS SHALL NOT EXCEED ONE-HALF OF THE PIPE MANUFACTURER'S RECOMMENDATION.
 - K. SEWER LINES SHALL HAVE A MINIMUM CLEARANCE FROM WATER LINES OF 10 FEET IN THE HORIZONTAL DIRECTION AND 1.5 FEET VERTICALLY. IF MINIMUM CLEARANCES ARE NOT MAINTAINED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING THE REQUIRED CLEARANCES WITH CONCRETE ENCASUREMENT PER CITY OF SALUDA STANDARD.
 - L. CONTRACTOR SHALL PROVIDE A MINIMUM OF 48 HOURS NOTICE PRIOR TO ANY DISRUPTION OF SERVICE.
 - M. CONTRACTOR SHALL BE CONSIDERED MANDATORY INSPECTION POINTS FOR SEWER MAIN CONSTRUCTION.
2. TRENCH CONSTRUCTION FROM TO LAYING PIPE
 - A. PIPE BEDDING PRIOR TO LAYING PIPE
 - B. TAP LOCATIONS PRIOR TO TAPPING PIPE
 - C. COMPLETION OF STRUCTURAL FILL PRIOR TO POURING CONCRETE
 - D. CONCRETE ENCASUREMENT PRIOR TO BACKFILL
3. AREAS DISTURBED BY SERVICE LINE INSTALLATIONS SHALL BE RESTORED TO ORIGINAL CONDITION. CONTRACTOR IS RESPONSIBLE FOR DOCUMENTING EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND PROVIDING A RESTORATION PLAN TO THE CITY ENGINEER.
4. NO OTHER UTILITIES TO BE PLACED IN SEWER LATERAL TRENCH.
5. CITY OF SALUDA WILL PROVIDE INDEPENDENT TESTING SERVICES BY CESARE, INC. FOR UTILITIES TO BE ACCEPTED BY THE CITY. CONTRACTOR SHALL COORDINATE WITH CITY FOR TESTING.

SEWER CONSTRUCTION NOTES:

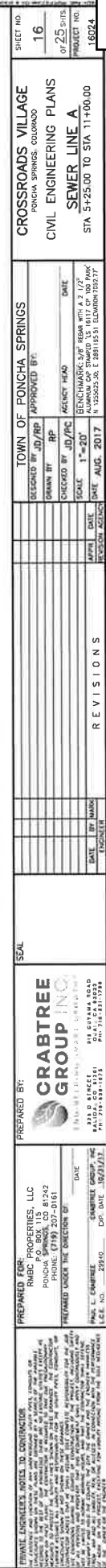
1. CONE/TAP EXISTING MANHOLE TO ACCOMMODATE NEW 8" SEWER MAIN (WEST) PER DETAIL ON SHEET 14.
2. FURNISH & INSTALL NEW 8" 400' 35' PVC SEWER SHOWN IN PROFILE. PROVIDE TRENCHING AND BEDDING PER DETAIL ON SHEET 14.
3. FURNISH & INSTALL NEW 8" 400' 35' PVC SEWER SHOWN IN PROFILE. PROVIDE TRENCHING AND BEDDING PER DETAIL ON SHEET 14.
4. FURNISH & INSTALL NEW 8" SEWER SERVICE TAP AT 14' AND PER ELEVATIONS SHOWN IN PROFILE. PROVIDE TRENCHING AND BEDDING PER DETAIL ON SHEET 14. INSTALL CLEAN-OUT AS SHOWN IN DETAIL.
5. FURNISH & INSTALL NEW 8" SEWER SERVICE WHERE AT 15' MIN. LENGTH, ELEVATIONS & GRADIENT SHOWN.
6. FURNISH & INSTALL SEWER CLEAN-OUT PER DETAIL ON SHEET 14.
7. FURNISH & INSTALL SEWER CLEAN-OUT (IN DIRT) PER DETAIL ON SHEET 14.

CROSSROADS VILLAGE PONCHA SPRINGS, COLORADO CIVIL ENGINEERING PLANS SEWER COVER SHEET NOTES & INDEX MAP		SHEET NO. 13 OF 25 SHEETS PROJECT NO. 16024																																																																																																								
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PREPARED BY: CRABTREE GROUP INC. 3712 D STREET, SUITE 100 PONCHA SPRINGS, CO 80854 PH: 719-534-1054		PREPARED FOR: RUSC PROPERTIES, LLC P.O. BOX 115 PONCHA SPRINGS, CO 80854 PHONE: (719) 207-0161																																																																																																								
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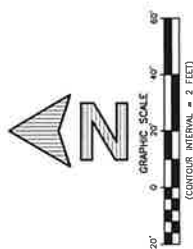
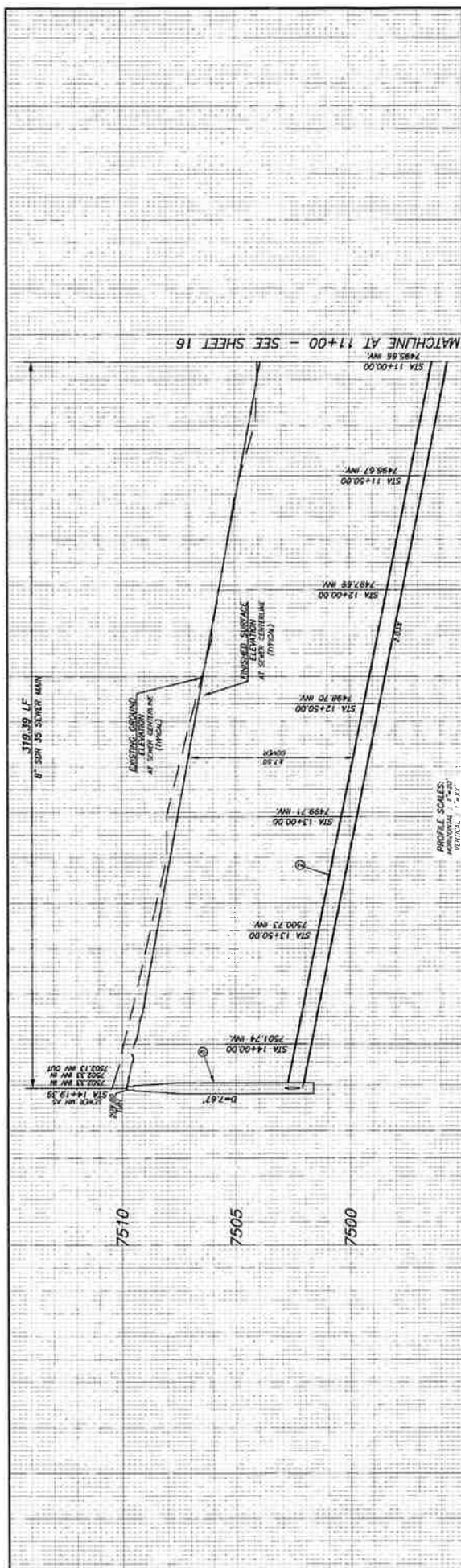
- SEWER CONSTRUCTION NOTES:**
1. CONSTRUCT EXISTING MANHOLE TO ACCOMMODATE NEW 8" SERVICE MAIN (WEST) PER DETAIL ON SHEET 14.
 2. TURNISH & INSTALL NEW 8" DIA. 35' PVC SEWER SERVICE MAIN (WEST) PER DETAIL ON SHEET 14.
 3. TURNISH & INSTALL NEW 4" DIA. STANDARD SEWER SERVICE MAIN (EAST) PER DETAIL ON SHEET 14 AND FOR ELEVATIONS SHOWN IN PROFILE.
 4. TURNISH & INSTALL NEW 4" DIA. STANDARD SEWER SERVICE MAIN (EAST) PER DETAIL ON SHEET 14 AND FOR ELEVATIONS SHOWN IN PROFILE.
 5. TURNISH & INSTALL NEW 6" SERVICE MAIN (EAST) PER DETAIL ON SHEET 14.
 6. TURNISH & INSTALL SEWER CLEAN-OUT (IN DIRT) PER DETAIL ON SHEET 14.
 7. TURNISH & INSTALL SEWER CLEAN-OUT (IN DIRT) PER DETAIL ON SHEET 14.



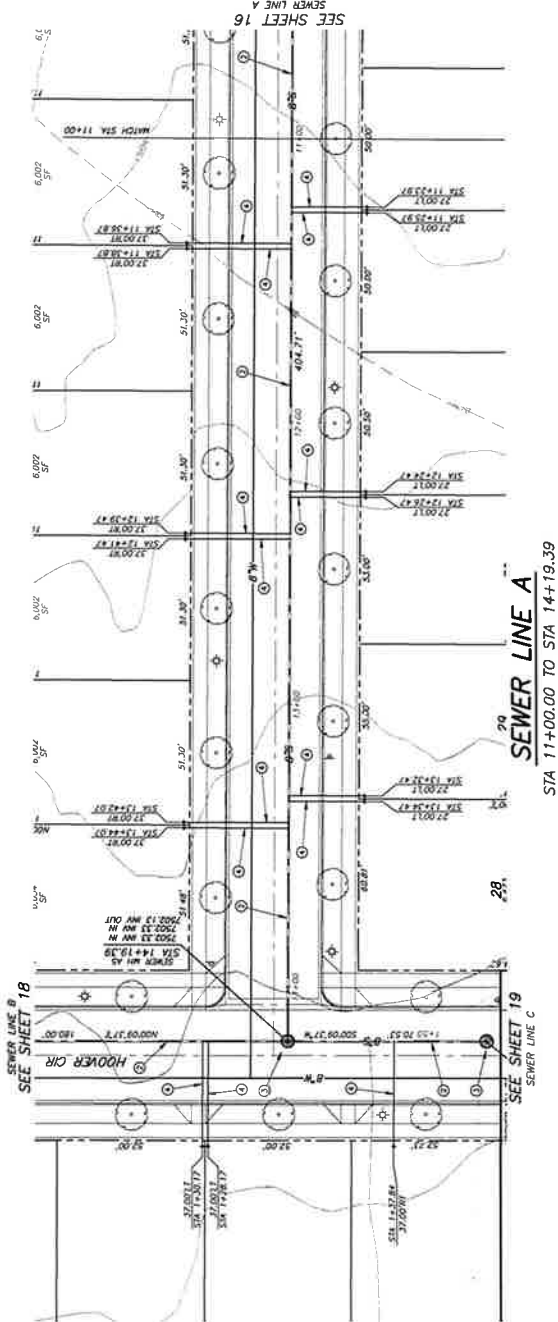
SHEET NO. 14		CROSSROADS VILLAGE	
OF 25 SHEETS		PONCHA SPRINGS, COLORADO	
PROJECT NO. 16024		CIVIL ENGINEERING PLANS	
		SEWER DETAIL SHEET	
		NOTES AND DETAILS	
TOWN OF PONCHA SPRINGS		DESIGNED BY: J.D./R.P.	
		CHECKED BY: J.D./R.P.	
		SCALE: (NO SCALE)	
		DATE: AUG. 2017	
		REVISIONS	
		ENGINEER: CRABTREE GROUP, INC.	
		PROJECT NO. 16024	
		DATE: AUG. 2017	



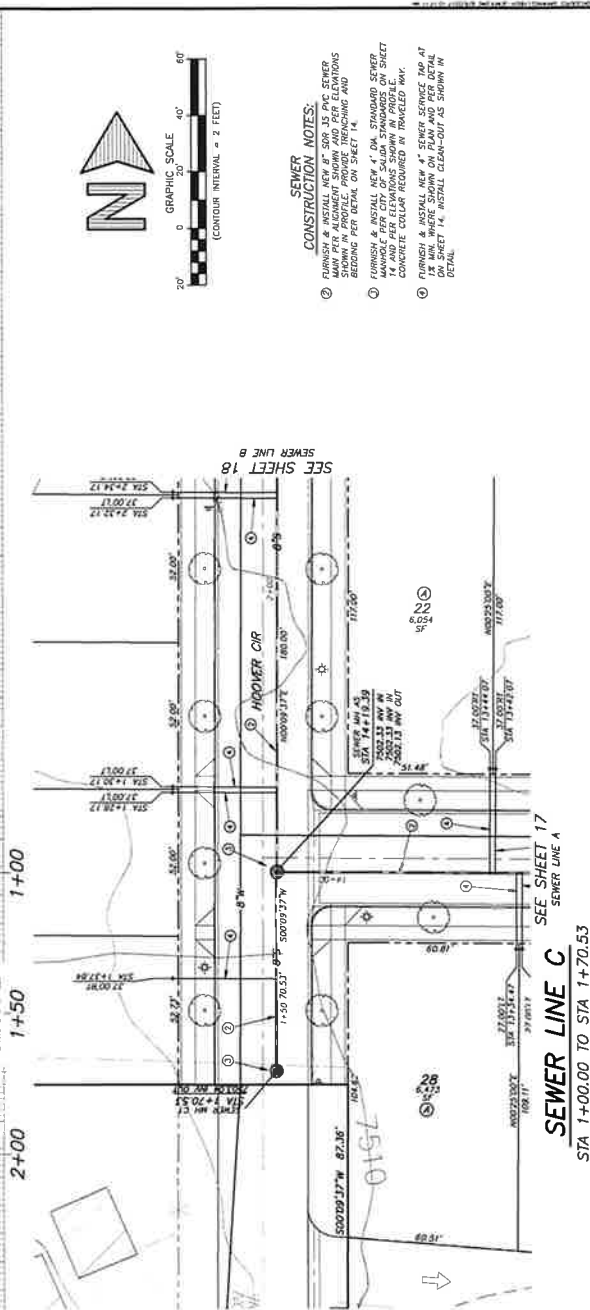
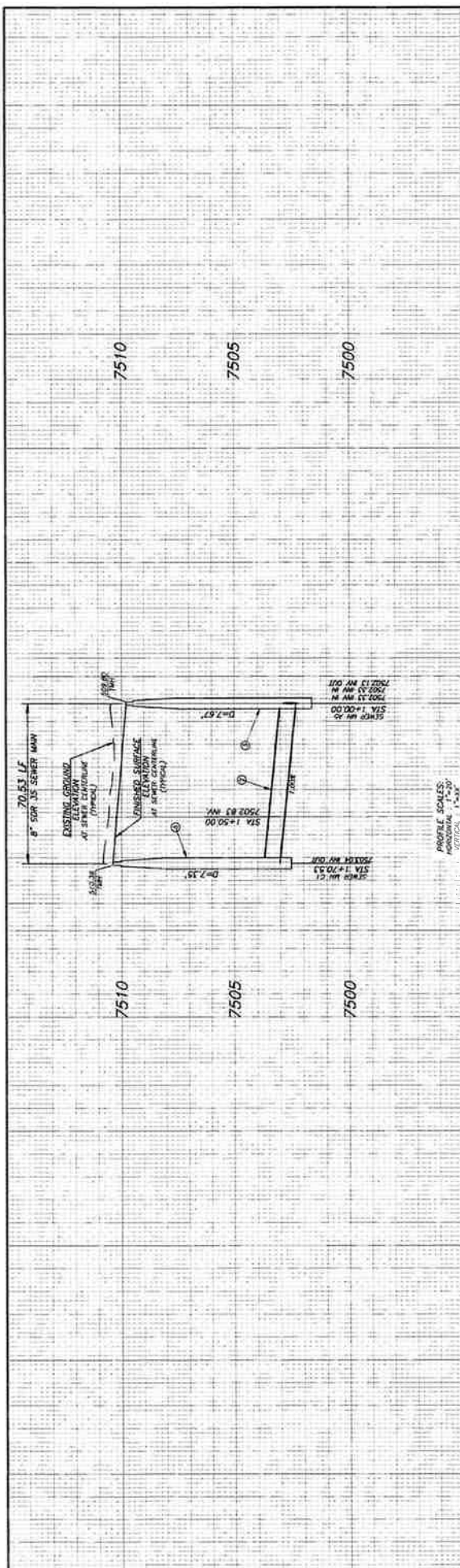
- 39 -




- SEWER CONSTRUCTION NOTES:**
- ② TURNISH & INSTALL NEW 8" SDP 35 PVC SEWER PIPE WITH 1/2" THICK 14" AND 18" PER ELEVATIONS SHOWN IN PROFILE. PROVIDE TRENCHING AND BEDDING PER DETAIL ON SHEET 14.
 - ③ TURNISH & INSTALL NEW 4" DIAL STANDARD SEWER MANHOLE WITH 1/2" THICK 14" AND 18" PER ELEVATIONS SHOWN IN PROFILE. PROVIDE TRENCHING AND BEDDING PER DETAIL ON SHEET 14.
 - ④ TURNISH & INSTALL NEW 4" SEWER SERVICE TAP AT 14+19.39. PROVIDE TRENCHING AND BEDDING PER DETAIL ON SHEET 14. INSTALL CLEAN-OUT AS SHOWN IN DETAIL.



CRABTREE GROUP, INC. 3110 S. 10TH AVE., SUITE 100 P.O. BOX 115 PHOENIX, AZ 85001 PHONE (602) 944-1342 FAX (602) 944-1343		PREPARED FOR: CRABTREE GROUP, INC. 3110 S. 10TH AVE., SUITE 100 P.O. BOX 115 PHOENIX, AZ 85001 PHONE (602) 944-1342 FAX (602) 944-1343	PREPARED BY: CRABTREE GROUP, INC. 3110 S. 10TH AVE., SUITE 100 P.O. BOX 115 PHOENIX, AZ 85001 PHONE (602) 944-1342 FAX (602) 944-1343	TOWN OF PONCHA SPRINGS DESIGNED BY: J.D./R.P. DRAWN BY: J.D./R.P. CHECKED BY: J.D./R.P. SCALE: 1"=20' DATE: AUG. 2017	CROSSROADS VILLAGE CIVIL ENGINEERING PLANS SEWER LINE A STA 11+00.00 TO STA 14+19.39	SHEET NO. 17 OF 25 SHEETS PROJECT NO. 16024
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<p>ENGINEER'S NOTES TO CONTRACTOR</p> <p>1. The Engineer is not responsible for the design of the foundation or the structural integrity of the building. The Engineer is only responsible for the design of the sewer line and the manhole.</p> <p>2. The Engineer is not responsible for the design of the foundation or the structural integrity of the building. The Engineer is only responsible for the design of the sewer line and the manhole.</p> <p>3. The Engineer is not responsible for the design of the foundation or the structural integrity of the building. The Engineer is only responsible for the design of the sewer line and the manhole.</p> <p>4. The Engineer is not responsible for the design of the foundation or the structural integrity of the building. The Engineer is only responsible for the design of the sewer line and the manhole.</p> <p>5. The Engineer is not responsible for the design of the foundation or the structural integrity of the building. The Engineer is only responsible for the design of the sewer line and the manhole.</p> <p>6. The Engineer is not responsible for the design of the foundation or the structural integrity of the building. The Engineer is only responsible for the design of the sewer line and the manhole.</p> <p>7. The Engineer is not responsible for the design of the foundation or the structural integrity of the building. The Engineer is only responsible for the design of the sewer line and the manhole.</p> <p>8. The Engineer is not responsible for the design of the foundation or the structural integrity of the building. The Engineer is only responsible for the design of the sewer line and the manhole.</p> <p>9. The Engineer is not responsible for the design of the foundation or the structural integrity of the building. The Engineer is only responsible for the design of the sewer line and the manhole.</p> <p>10. The Engineer is not responsible for the design of the foundation or the structural integrity of the building. The Engineer is only responsible for the design of the sewer line and the manhole.</p>		<p>PREPARED FOR:</p> <p>AMBER PROPERTIES, LLC P.O. BOX 115 PONCHA SPRINGS, CO 80864 PHONE: (719) 377-0141</p> <p>PREPARED UNDER THE DIRECTION OF:</p> <table><thead><tr><th>DATE</th><th>DATE</th></tr></thead><tbody><tr><td></td><td></td></tr></tbody></table> <p>PAUL L. CRABTREE CRABTREE GROUP, INC. 218 D STREET 815 CANYON ROAD PARK CITY, UT 84302 FAX: 719-374-1278</p>		DATE	DATE			<p>PREPARED BY:</p> <p>CRABTREE GROUP INC. 218 D STREET 815 CANYON ROAD PARK CITY, UT 84302 FAX: 719-374-1278</p>		<p>SEAL</p>		<p>TOWN OF PONCHA SPRINGS</p> <p>DESIGNED BY: JD/RP APPROVED BY: _____</p> <p>DRAWN BY: RP AGENCY HEAD: _____</p> <p>CHECKED BY: JD/PC SCALE: 1" = 20' DATE: AUG. 2017</p> <p>DATE: _____ DATE: _____ DATE: _____</p>		<p>REVISIONS</p> <table><thead><tr><th>NO.</th><th>DATE</th><th>BY</th><th>REVISION</th></tr></thead><tbody><tr><td>1</td><td>10/21/17</td><td>PC</td><td>ISSUED FOR PERMIT</td></tr></tbody></table>		NO.	DATE	BY	REVISION	1	10/21/17	PC	ISSUED FOR PERMIT	<p>CROSSROADS VILLAGE ENGINEERING, COLORADO</p> <p>CIVIL ENGINEERING PLANS</p> <p>SEWER LINE C</p> <p>STA 1+00.00 TO STA 1+70.53</p>		<p>SHEET NO. 19 OF 25 SHEETS PROJECT NO. 16024</p>	
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Item 7.	
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483083483083 9/7/2022 2:13 PM
1 of 2 RESC R\$18.00 D\$0.00Lori A Mitchell
Chaffee County Clerk**RESOLUTION NO. 2022-7****(Series of 2022)****A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF PONCHA SPRINGS, COLORADO RELEASING THE LOT SALES RESTRICTION IMPOSED UPON PHASE 2 OF THE CROSSROADS VILLAGE SUBDIVISION**

WHEREAS, the Town of Poncha Springs is a Colorado statutory municipality governed by its elected Board of Trustees; and

WHEREAS, the Board of Trustees has authority to adopt and enforce ordinances governing land use, zoning and the development of land pursuant to, among other authority CRS 31-23-101 et seq. and 29-20-101, et seq.; and

WHEREAS, in the exercise of this authority, the Board of Trustees has previously adopted article 9 of the Poncha Springs land use code, regarding subdivision control; and

WHEREAS, by Ordinance No. 2017-14, the Board of Trustees approved the final plat for the Crossroads Village Major Subdivision, and in connection therewith a Subdivision Improvements Agreement for Crossroads Village Phase 2 ("SIA"); and

WHEREAS, in compliance with paragraph 21.k of the SIA, a lot sales restriction was imposed upon Phase Two, Lots 14 through Lots 36 of the Crossroads Village Final Plat, and recorded on July 16, 2018 in the records of the Chaffee County Clerk & Recorder at Reception No. 444281; and

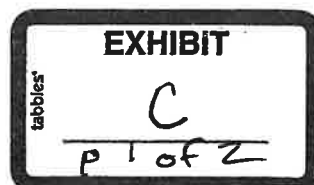
WHEREAS, the Board of Trustees finds that the requirements imposed by the by paragraph 21.k of the SIA with respect to release of the lot sales restriction for Phase Two, Lots 14 through 36 of the Crossroads Village Subdivision have been satisfied and therefore the lot sales restriction may be released.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR PONCHA SPRINGS, COLORADO:

Section 1. Lot sales restriction released. The lot sales restriction imposed upon Phase Two, Lots 14 through 36 as shown on the Crossroads Village Final Plat, Town of Poncha Springs, Chaffee County, Colorado which lot sales restriction was recorded at reception number 444281 on July 16, 2018 shall be, and hereby is, released.

Section 2. Recording. This resolution releasing the lot sales restriction for Phase Two, Lots 14 through 36 of the Crossroads Village Final Plat shall be filed for record with the Chaffee County Clerk & Recorder.

Section 3. Effective date. This Resolution shall be effective upon adoption and execution by the Mayor and Town Clerk



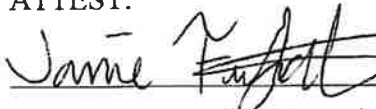
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2 of 29/7/2022 2:13 PM
RESC R\$18.00 D\$0.00Lori A Mitchell
Chaffee County Clerk**RESOLVED, APPROVED** and ADOPTED this 7th day of September, 2022.

TOWN OF PONCHA SPRINGS

By: 

Ralph B. Scanga, Mayor

ATTEST:


Janine Fitzwater, Town Clerk

Council and Mayor,

You face an important decision Tuesday, filling a vacancy on Salida City Council. How do you select among so many candidates?

I believe longtime locals are underrepresented on council, especially someone to represent older citizens who have lived in Salida their entire lives. Years ago, it seemed like everyone on council was old and retired. Now all the current council members are still working. Where are they supposed to find the time to digest meeting packets that can be 300 pages long? More than ever, Council needs at least one member who is older, wiser, and retired. Ideally, this person would also have the time, talent and drive to fully study all the information that comes before Council.

I love sports. My friends would say too much. When drafting team personnel, there are two major philosophies.

First, draft the best available athlete. Find the person with the greatest upside, regardless of the position they play.

Second, draft for need. Select the best person that addresses the greatest positional weakness on your team.

With the current opening, Salida City Council is fortunate. Jackie Berndt is the most experienced candidate while simultaneously filling the greatest void in council demographics. The choice is clear. Please appoint Jackie Berndt to Salida City Council. Don't select someone else, and force this armchair quarterback to compare your lousy draft choices to the Denver Broncos.

Luke Parker, Salida

Council and Mayor

March 12, 2024

First, do no harm. I wish the Hippocratic Oath for medical practitioners also applied to politicians.

Some Council actions, though well-intentioned, are hurting the local economy: Scout Wave, excessive STR Tax, paid parking downtown. Times are already difficult without added obstacles.

But what about the seemingly forgotten Poncha Springs vs Salida lawsuit? By refusing new sewer line connections, Salida has effectively blocked new residence construction in Poncha since 4/6/22. Two years! Simply put, Salida signed a contract with Poncha to provide wastewater services and infrastructure, but is not fulfilling the terms. Poncha offered to negotiate and pay some of the costs, but this was rejected. (tinyurl.com/598swd3y) The only winners are attorneys billing hourly to kick the can down an endless road.

The architect of this disaster was former City Administrator Drew Nelson. There is so much at stake. Isn't it time for a reset, a thorough examination of the details?

Housing is supposedly the #1 issue. Most of the attainable housing in South Chaffee used to be built in Poncha Springs but is now stalled by City of Salida action. Why isn't this the primary focus of council? Why aren't CHA and BETCH raising hell?

What can the good people of Salida do to help? A recent resignation left an open council seat, to be filled by council vote on March 19. This creates an opportunity to change the dynamic.

Fortunately, we have one applicant with the perfect blend of knowledge and experience: longtime Salida resident Jackie Berndt. Recently retired as the bookkeeper at Murdoch's, Jackie has pledged to devote full-time effort if appointed to Council.

Brokering a deal with Poncha was part of Jackie's recent Council bid. She will be relentless in pursuing an equitable settlement.

Jackie would also provide needed diversity to council. As a lifetime Salida resident of Salida, she has deep roots. Perhaps the 20+% of Salida's retirement-age population would feel better represented. Jackie's long experience as a Paramedic and firefighter would enhance council with streetwise experience of the harsh realities now confronting Salidans. Jackie could serve as a liaison between council, first responders and the public; bridging issues that divide us.

I request Salida residents write to city council. Urge them to appoint Jackie Berndt to the open seat in Ward 3. Please attend the council meeting on March 19 to speak on Jackie's behalf. Help Jackie make Salida a better place.

Vince Phillips, Salida

Fwd: F Street Closure

Kay Duffy <ksinger2@me.com>

Wed 3/13/24 6:42 PM

To: Christy Doon <christy.doon@cityofsalida.com>

Sent from my iPad

Begin forwarded message:

From: Susan <susanmspohn@aol.com>

Date: March 11, 2024 at 10:36:06 AM MDT

To: ksinger2@me.com

Subject: F Street Closure

Hi Kay,

I will be working at the time of F ST. Closure meeting.

I want the city to consider WHY they are closing F St. It seems to profit only those businesses on F Street. They make lots of money and the other businesses downtown are ignored. Are they going to do free advertisement for all business on other downtown streets? The game is rigged. And all those parking spaces stolen from the public, just so a few business with clout no doubt with the city council can prosper. I am against the closure of F Street. Other business in town should ban together against this closure. It is unfair to favor only part of the Retail/food business community. Of course the City of Salida makes more sales tax... so is this the real reason? Our city council needs to consider the needs of all the citizens not just lining their own pockets and assuring the success of a few businesses.

And what happens, in a worse case scenario , if there is a fire on the F St. mall? Or a big robbery? or even some terror event?

Another big problem with the closure is folks walk across First Street and never obey the stop light. This is a big problem. The city does not enforce jay walking or when the pedestrians endanger themselves and traffic as they stroll through the stop light at F and 1st without caring if it is green, yellow or red. There needs to be police presence at that intersection in the summer time. This situation is much worse with the closure of F Street.

The parking issue is a big concern. Already the parking lots are full every weekend across the river. The city NEVER considers the importance of a large parking garage. Every lot is always converting into high priced

housing. Keep F Street open for good traffic flow and easy parking especially for all the elderly and handicapped in this community.

Item 10.

Thanks,

Susan Spohn

susanmspohn@aol.com

Fwd: ADA downtown Salida

Kay Duffy <ksinger2@me.com>

Wed 3/13/24 6:45 PM

To: Christy Doon <christy.doon@cityofsalida.com>

Sent from my iPad

Begin forwarded message:

From: Ellen Maxfield <maxfieldnagel@gmail.com>

Date: March 11, 2024 at 12:22:21 PM MDT

To: ksinger2@me.com

Subject: ADA downtown Salida

Hey, Kay:

Re: downtown access

Just our two cents: my husband uses different mobility aids and parking downtown has always been extremely limited for us anyway, and with F street closure, even more so. He rides on the passenger side and rarely is there anywhere flat where I have a parking spot with a loading area on his side of the vehicle that is close to downtown or available. Salida's older downtown is not easily navigable for anyone using a mobility device (older sidewalks, curbs, steep pitch of sidewalks/driveways, sidewalks cluttered or blocked by cars and equipment). (This is why you see wheelchair users in the streets!)

As an older downtown, most businesses (esp restaurants) are inaccessible to him anyway. He has a large motorized wheelchair that just doesn't fit in small, cramped spaces.

We have given up doing anything downtown apart from the occasional drive through to hit Safeway or maybe Natural Grocers.

Honestly, most able bodied people don't care about this issue, because they never have to actually think about it and it doesn't limit their lifestyle. For families with special needs, we appreciate any effort made to accommodate if it's done thoughtfully, by which I mean, in consultation with people who would actually use the accommodation. A lot of ADA stuff is done to the absolute minimum, so as to cover liability, but may in fact still be completely useless.

We can't attend the meeting, but thought I'd pass along our experience.

Thanks for requesting comments.

Best, Ellen Maxfield

URGENT!!! CALL TO ACTION

RE: F STREET CLOSURE

If you are ambulatory challenged or handicapped please contact me ASAP regarding how the F Street closure precludes you from accessing downtown.

LET YOUR VOICE BE HEARD!!! Come to the SCC MEETING on March 19th or Email me at ksinger2@me.com

Sent from my iPhone

Fwd: Leave F Street Open!

Kay Duffy <ksinger2@me.com>

Fri 3/15/24 6:44 AM

To: Christy Doon <christy.doon@cityofsalida.com>

Sent from my iPad

Begin forwarded message:

From: Janella Martinez <janella58@hotmail.com>

Date: March 12, 2024 at 5:28:12 PM MDT

To: ksinger2@me.com

Subject: Leave F Street Open!

Dear City Council Members,

I took the time to fill out the survey the City posted on the website. Was that for nothing? I would like to see F Street open. I have a bad back and cannot walk very far. I'm sure I am not the only citizen of the community who has issues getting around town when the street is closed. I believe this benefits only a few downtown businesses. Restaurants in particular. They already have street patios so I'm not sure why more space is necessary. There is a pharmacy downtown that many people need to access and closing the street makes it difficult for them to have easy access.

The City already has limited parking available. Please start planning for the future of all local residents and put a parking garage downtown. I have lived here for over 50 years and have seen parking meters come and go. This is not a viable solution when so many residents live upstairs of downtown businesses.

Thanks for your consideration,

Janella Martinez

Fwd: F St. Closure

Kay Duffy <ksinger2@me.com>

Thu 3/14/24 1:39 PM

To: Christy Doon <christy.doon@cityofsalida.com>

Sent from my iPad

Begin forwarded message:

From: Carol Kellerman <ckellerman1@icloud.com>

Date: March 14, 2024 at 1:09:55 PM MDT

To: ksinger2@me.com

Subject: F St. Closure

I am a Salida senior citizen and have a handicap plaque card. My problem is I don't feel the council is transparent. I don't think they let the community know thru the newspaper they were taking a survey. This survey was conducted during/thru the thanksgiving holiday. Really! Closing F st. only helps some businesses, not all businesses. That is discrimination. In addition I try to supplement my income by selling items in True Llc. To find suitable parking to unload heavy boxes is challenging but more so when they close F. In addition the safety for drivers and pedestrians is in peril. Pedestrians now think they always have the right away at the F and 1st intersection. They don't realize that drivers are going when the light is green. I've seen a lot of near misses. People behave better when F st is not closed.

Thank you, Carol K.

Sent from my iPhone



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kathryn Dunleavy - Planner	March 19, 2024

ITEM

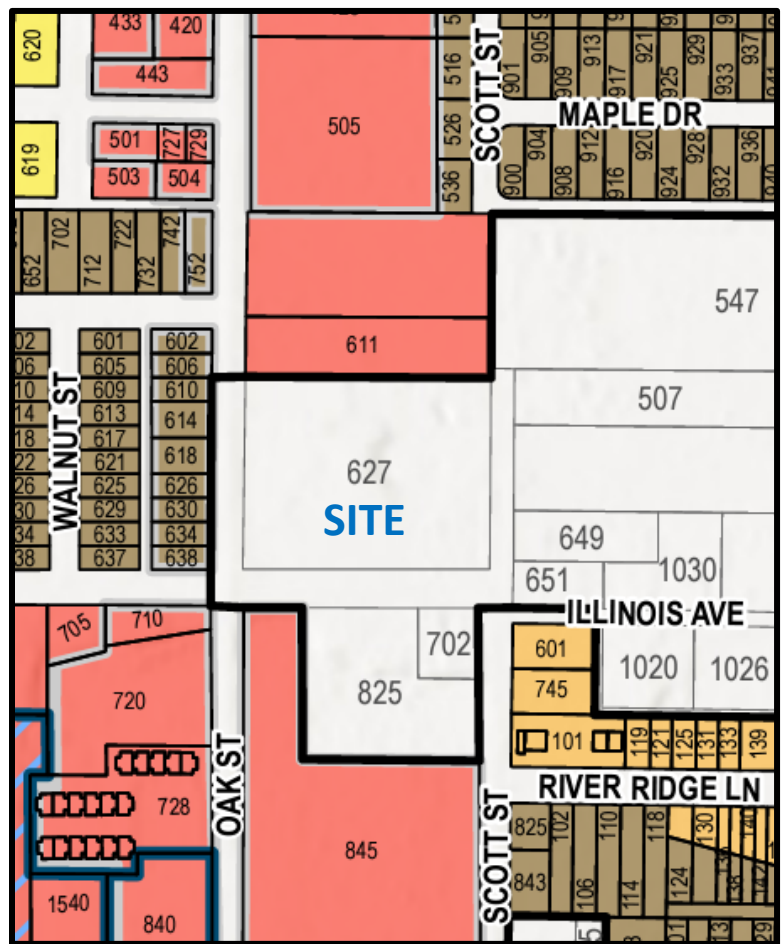
Resolution 2024-13 – Approving an Amended Pre-Annexation Agreement with Salida School District for the property located at 627 Oak Street.

REQUEST/BACKGROUND

The subject parcel is in Chaffee County and consists of 3 acres. A school and school district offices already exist on the property. This property is currently served by municipal sewer services but is on well water. The property is eligible for annexation. The school district has applied to the State for a building permit to remodel a portion of the school. That permit requires fire flows for sprinklers that cannot be achieved using the current well and therefore the school district seeks connection to municipal water service.

DISCUSSION

This property is located in the Municipal Services Area. The City of Salida and Chaffee County entered into an intergovernmental agreement (IGA) in 2010 which puts in place the process for development within the Municipal Services Area (MSA), which consists of unincorporated areas adjacent to our municipal border that could be served by our utilities.





CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kathryn Dunleavy - Planner	March 19, 2024

The school district has applied to the State for a building permit to remodel a portion of its facility at this site, with completion anticipated by the start of the 2024-2025 school year. This remodel necessitates connection to municipal water service to provide required fire flows for sprinklers. Due to the timing required by the building permit for the applicant to demonstrate adequate fire flows, and the timing required by State Statute for the annexation process, it may not be possible for an annexation to take effect in time. Therefore, the school district has applied to amend the annexation agreement to allow for connection to municipal water services prior to the effective date of an annexation. The terms of this agreement include, but are not limited to:

- A complete application for annexation shall be received by the City by May 1, 2024.
- Payment of System Development Fees.
- Dedication of sufficient right-of-way for Scott Street such that it aligns with the current Scott Street right-of-way to both the north and south of the property.
- A fee-in-lieu for sidewalks along Illinois Avenue and Scott Street, and a fee-in-lieu of sidewalk, curb and gutter along Oak Street.
- The landscaping requirements have been reduced from the Code requirement of 43 trees and 60% live cover, to a fee-in-lieu for 30 trees.

FISCAL NOTE

The applicant is required to pay the appropriate Water System Development and Associated Fees, to be determined once the water line and meter size is known. It should be noted that this fee goes to an enterprise fund and is charged to all applicants, including the City itself on the adjacent fire station property.

STAFF RECOMMENDATION

Staff recommends the City Council approve the pre-annexation agreement with Salida School District.

SUGGESTED MOTION

A council person should make the motion to "Approve Resolution No. 2024-13 approving the pre-annexation agreement with Salida School District for 627 Oak Street."

Attachments:

Resolution 2024-13

627 Oak Street Amended Pre-Annexation Agreement

Amended and Restated Pre-Annexation Agreement Diesslin Subdivision

CITY OF SALIDA, COLORADO
RESOLUTION NO. 13
(Series of 2024)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO
AUTHORIZING THE MAYOR TO SIGN AN AMENDED PRE-ANNEXATION
AGREEMENT WITH SALIDA SCHOOL DISTRICT FOR 627 OAK STREET.**

WHEREAS, Salida School District R-32-J is the owner of certain real property in unincorporated Chaffee County, which property is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Property is currently eligible for annexation, lies within the City of Salida Municipal Services Area, and is already serviced by municipal sewer services; and

WHEREAS, the City is capable of providing municipal water service to the Property, and the parties desire to enter into an Amended Pre-Annexation Agreement pursuant to C.R.S. §31-12-121 to set forth the terms and conditions for the provision of municipal water services by the City.

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 Amended Pre-Annexation Agreement by and between the City and Salida School District R-32-J, attached as Exhibit B, is hereby approved, and the Mayor is authorized to sign the Agreement on behalf of the City.

RESOLVED, APPROVED, AND ADOPTED this 19th day of March, 2024.

CITY OF SALIDA, COLOADO

By

Dan Shore, Mayor

[SEAL]
ATTEST:

City Clerk/Deputy Clerk

EXHIBIT A

A tract of land in the North Half of the Southwest Quarter (N1/2 SW1/4) of Section 4, Township 49 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado, being described as follows:

Beginning at a point on the east boundary of State Highway No. 291 and on the north side of county road (being an extension of Illinois Avenue of Salida, Colorado) from whence the southeast corner (brass cap) of said Section 4 bears South 63°36.1' East 4757.8 feet;

thence proceeding around the tract North 00°05' East 322.0 feet along said highway boundary;

thence South 89°38' East 408.5 feet;

thence South 00°16' East 318.0 feet;

thence South 89°48' West 410.5 feet to the point of beginning.

(Each of the four corners of the above tract is marked by a 5/8 inch steel reinforcing bar 2 feet long driven in the ground and having a one-inch aluminum cap.) Directions were determined by solar observation.

Also known by street address as: 627 Oak Street, Salida, CO 81201

And assessor's schedule or parcel number: 380704300006

EXHIBIT B**AMENDED, AMENDED AND RESTATED PRE-ANNEXATION AGREEMENT
DIESSLIN SUBDIVISION**

THIS AGREEMENT is made and entered into this _____ day of March, 2024, by and between the CITY OF SALIDA, COLORADO, a municipal corporation (hereinafter "City"), and Salida School District R-32-J, a Colorado public school district as the owner of the real property described hereafter (hereinafter "Owner");

W I T N E S S E T H:

WHEREAS, Owner is the owner of certain real property located in unincorporated Chaffee County, which property is known as 627 OAK STREET, more particularly described on **Exhibit A** (attached hereto and incorporated herein by this reference (the "Property")); and

WHEREAS, the previous pre-annexation agreement, the AMENDED AND RESTATED PRE-ANNEXATION AGREEMENT DIESSLIN SUBDIVISION dated October 3rd, 2012, reception #402776, allowed the then owner connection to the City's sewer system but required the Property to be annexed prior to requesting municipal water service; and

WHEREAS, the Property is currently eligible for annexation and lies within the City of Salida Municipal Services Area; and

WHEREAS, Owner desires to obtain municipal water services in order to construct an addition to the school building currently on the Property, and wishes for that addition to be completed prior to the start of the 2024-25 school year; and

WHEREAS, following the timeline required by State Statute for annexation of properties, it may not be possible for an annexation to be effective in time to then obtain municipal water services after annexation and complete the construction of an addition prior to the start of the 2024-25 school year; and

WHEREAS, the parties desire to enter into this Agreement pursuant to C.R.S. §31-12-121 to set forth the terms and conditions of the extension of services and annexation of the Property by the City; and

WHEREAS, "Owner" shall be defined in this Agreement to include Salida School District R-32-J, as well as their successors and assigns, and any subsequent owners of the Property, who shall be obligated under the covenants of this Agreement, until terminated upon Annexation of the Property.

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

1. Services to be Provided. The City shall allow connection to municipal water service on the Property prior to annexation subject to the following being completed prior to connection to municipal water service, or as specified below:

- a. Owner shall submit a complete application for annexation and zoning to the City by May 1, 2024, unless the City approves an extension in writing. The annexation plat submitted shall dedicate sufficient Scott Street right-of-way to align with the westerly side of the Scott Street right-of-way to the north of the Property, and to the south of the Property across Illinois Avenue.
- b. Site Improvements. The following are required as additional consideration for connecting the Property to municipal water:
 - i. Illinois Avenue and Scott Street: The Owner shall pay a fee-in-lieu (FIL) of constructing required site improvements fronting the Property along Illinois Avenue and along Scott Street, including construction of sidewalks, in the amount of Twenty Six Thousand One Hundred Twenty Five Dollars (\$26,125.00). The FIL shall be paid to the City prior to allowing connection to municipal water services.
 - ii. Oak Street: Owner shall pay a fee-in-lieu (FIL) of providing the required Oak Street streetscape improvements including sidewalk, curb, and gutter in the amount of Thirty Eight Thousand Two Hundred Seventy Five Dollars (\$38,275.00) The FIL shall be paid to the City prior to allowing connection to municipal water services.
 - iii. Trees: Owners shall pay a fee-in-lieu (FIL) of landscaping standards of Nine Thousand Dollars (\$9,000.00) prior to allowing connection to municipal water services. The Parties acknowledge and agree that the FIL amount is based on the reduced requirement of Thirty (30) trees multiplied by Three Hundred Dollars (\$300.00) per tree. The City shall reimburse the Owner at the rate of Three Hundred Dollars (\$300.00) for every tree (up to 30 trees) that are alive, healthy and adequately irrigated during the next planting season subsequent to site improvements.
- c. Prior to connection to municipal water service, the Owner shall:
 - i. Provide an engineering drainage report for the entire Property that meets City requirements and is approved by the Public Works Director.

2. Costs. The City will provide said service subject to the rules, regulations, charges, fees, and ordinances of the City of Salida as are now in effect, or as they may hereafter be amended. All costs of extending services to the Property shall be borne by the Owner. Prior to the first delivery of municipal service pursuant to this Agreement, the Owner agrees to pay all system improvement fees at the then applicable in-City rate as provided in the Salida Municipal Code.

3. No Precedential Value. Nothing herein shall obligate the City to extend additional service to the Owner or to the Property, other than that service described in Paragraph 1, above. There shall be no expansion of such service without the express written consent of the City. The Owner and its agents, employees, and tenants shall be bound by all of the ordinances of the City of Salida insofar as they may pertain to the conditions of pre-annexation herein described. Notwithstanding anything to the contrary in this Agreement, the City acknowledges and agrees that to the extent Salida School District R-32-J develops the Property, it is subject to and shall comply with C.R.S. 22-32-124. City further acknowledges and agree that to the extent said statute conflicts with any City ordinances or resolutions now in existence, and as may be adopted or

changed from time to time, C.R.S. 22-32-124 shall control with respect to the District, other than the terms agreed upon by the Parties in this Agreement.

4. Annexation. To the maximum extent permitted by law, the parties agree that this Agreement, pursuant to C.R.S. §31-12-121, constitutes an enforceable obligation upon the Owner, its successors, and assigns to file a petition for annexation no later than May 1, 2024.

5. Existing Uses. The structure on the Property is currently used as a school and school district offices. It is within unincorporated Chaffee County and the Owner intends to continue to use it for these purposes.

6. Termination Upon Annexation. This Agreement shall terminate automatically on the effective date of the annexation to the City of the Property; provided, however, that nothing in this paragraph shall limit any other rights of termination provided in this Agreement.

7. Failure or Refusal to Annex. In the event the Owner fails to annex their Property to the City as required by this Agreement, the City may, at its sole option and without otherwise limiting its legal rights, bring an action at law or equity, including an action for specific performance, to enforce the terms of this Agreement.

8. Miscellaneous. The parties agree time is of the essence in the implementation of this Agreement. All of the terms and conditions of this Agreement shall bind the heirs, successors, assigns, or personal representatives of the parties hereto. This Agreement constitutes a covenant which runs with the real Property. This Agreement sets forth the entire understanding between the parties, and any previous agreements, promises, or understandings have been included in this Agreement.

9. Recording; Benefit; Fees. The City shall record this Agreement upon execution with the Chaffee County Clerk and Recorder. The Owner shall simultaneously with the execution of this Agreement tender to the City the actual amount of recording fees (Checks shall be payable to the Chaffee County Clerk and Recorder). This Pre-Annexation Agreement shall run with the land, and shall obligate, be binding upon and shall inure to the benefit of the Parties and up and to their respective successors, grantees and assigns, until terminated upon Annexation of the Property.

WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

[Signatures appear on next page]

CITY OF SALIDA, COLORADO

By _____
Dan Shore, Mayor

ATTEST:

City Clerk/Deputy City Clerk

SALIDA SCHOOL DISTRICT R-32-J

President, Board of Education

STATE OF)
) ss.
COUNTY OF CHAFFEE)

Acknowledged, subscribed, and sworn to before me this _____ day of _____, 202, by
_____, as _____ of
Salida School District R-32-J.

WITNESS my hand and official seal.

My Commission expires: _____.

Notary Public

**AMENDED AND RESTATED PRE-ANNEXATION AGREEMENT
DIESSLIN SUBDIVISION**

THIS AMENDED AND RESTATED AGREEMENT is made and entered into this 3rd day of October, 2012, by and between the CITY OF SALIDA, COLORADO, a municipal corporation (hereinafter "City"), and JOHN D. DIESSLIN as the owner of the real property described hereafter (also known as the DSI Property) (hereinafter "Owner");

WITNESSETH:

WHEREAS, Owner is the owner of certain real property located at 7410 Highway 291 in unincorporated Chaffee County, which property is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Property is currently eligible for annexation and lies within the City of Salida Municipal Services Area, and the office building on the Property is served by City sewer; and

WHEREAS, Owner desires to obtain the municipal services hereinafter described from the City at such time, and the City is capable of providing such service and will agree to annex the Property to the City; and

WHEREAS, the Owner and City wish to amend and restate the Pre-Annexation Agreement approved September 18, 2012; and

WHEREAS, the parties desire to enter into this Agreement pursuant to C.R.S. §31-12-121 to set forth the terms and conditions of the future extension of services by the City.

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

1. Service to be Provided. The City agrees to provide Owner with municipal sewer service on the Property. Owner may request municipal water service in the future as part of an annexation request and pursuant to such terms as may be negotiated.

2. Costs. The City will provide said service subject to the rules, regulations, charges, fees, and ordinances of the City of Salida as are now in effect, or as they may hereafter be amended. Owner further agrees to reimburse the City for all engineering, legal, and associated fees and costs it incurs in the review and implementation of this Agreement. The Owner and its agents, employees, and tenants shall be bound by all of the ordinances of the City of Salida insofar as they may pertain to the conditions of pre-annexation herein described.

3. Service Charges. Once connected, during the term of this Agreement, Owner agrees to pay for municipal water and sewer service to the existing commercial office building at the rate and in the manner which may be provided by the Salida Municipal Code for municipal utility consumers residing outside the City limits. The City reserves the right to modify these charges or regulations.

4. No Precedential Value. Nothing herein shall obligate the City to extend additional service to the Owner or to the Property, other than that service described in Paragraph 1, above. There shall be no expansion of such service without the express written consent of the City.

5. Annexation. To the maximum extent permitted by law, the parties agree that this Agreement, pursuant to C.R.S. §31-12-121, constitutes an enforceable obligation upon the Owner, its successors, and assigns to annex the Property as required under the terms hereof at such time as a development application is submitted or Owner requests additional municipal services. At such time as the Owner submits a development application or requests additional municipal services, the Owner shall submit a petition for annexation to the City to annex the Property to the City. The Owner shall pay all costs for review of the annexation petition, as required by the Salida Municipal Code. The passage of time between the eligibility of the Property for annexation and the time the City requests the Owner file a petition for annexation shall not constitute a waiver of the City's right to enforce, or estop the City from enforcing, the Owner's obligations under this paragraph.

6. Use of Existing Wells. The parties agree that Owner shall be entitled to the continued use of existing wells on the Property for domestic and other uses until such time as the Property is annexed.

7. New Development. Owner agrees that during the term of this Agreement all new development or construction on the Property shall be in accordance with the requirements of the Salida Municipal Code.

8. Payment of Impact Fees. Owner agrees to pay at the time of annexation all applicable open space dedication and fair contribution to public school sites fees for the Property in the amounts set forth pursuant to the Salida Municipal Code, or as hereafter amended, and any other fees prescribed by Resolution or Ordinance as may apply to annexations.

9. Termination Upon Annexation. This Agreement shall terminate automatically on the effective date of the annexation to the City of the Property; provided, however, that nothing in this paragraph shall limit any other rights of termination provided in this Agreement.

10. Failure or Refusal to Annex. In the event the Owner fails to annex their Property to the City as required by this Agreement, the City may, at its sole option and without otherwise limiting its legal rights, bring an action at law or equity, including an action for specific performance, to enforce the terms of this Agreement or treat this Agreement as a petition for annexation and annex the Property without consent after thirty (30) days' written notice to Owner. The rights and remedies under this paragraph shall be cumulative. To the extent permitted by law, the Owner hereby appoints the City Clerk as their attorney-in-fact to execute and deliver all documents necessary to annex Owner's Property to the City, should the Owner fail or refuse to annex as required under this Agreement. If the City proceeds to annex the Owner's Property as permitted under this paragraph, it may advance all fees and costs related to the annexation, and shall be entitled to recover the same as a personal obligation of the Owner. Such fees and costs shall also constitute a lien against the Owner's Property, which may be foreclosed as provided by

law.

11. Lien Rights. The City shall be entitled to prepare and record a lien against the Owner's Property for the amount of any costs, fees, and other expenses which it has advanced or which the Owner is required to be pay pursuant to this Agreement and/or the Salida Municipal Code.

12. No Guarantee of Fire Flows. Nothing herein shall be construed to obligate the City to provide adequate fire flows for residences or developments outside the City.

13. Miscellaneous. The parties agree time is of the essence in the implementation of this Agreement. All of the terms and conditions of this Agreement shall bind the heirs, successors, assigns, or personal representatives of the parties hereto. This Agreement constitutes a covenant which runs with the real Property. This Agreement sets forth the entire understanding between the parties, and any previous agreements, promises, or understandings have been included in this Agreement.

14. Recording; Fees. The City shall record this Agreement upon execution. The Owner shall simultaneously with the execution of this Agreement tender to the City the actual amount of recording fees. (Checks shall be payable to the Chaffee County Clerk and Recorder.)

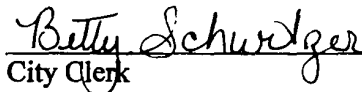
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

CITY OF SALIDA, COLORADO

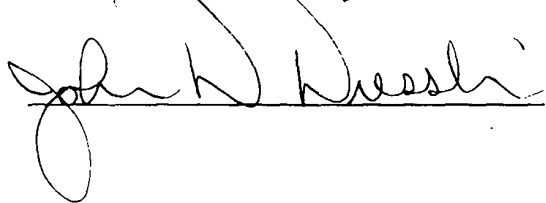
By


Mayor

ATTEST:


City Clerk

JOHN D. DIESSLIN



Reception #: 402776

Pages Recorded: 4 of 5
Document Type: AGREE

Recording Fee: \$31.00

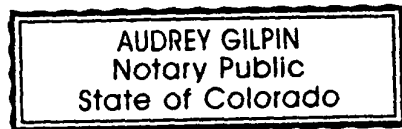
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Acknowledged, subscribed, and sworn to before me this 2nd day of October, 2012, by Don Stephens, Mayor, and Betty Schwitzer, City Clerk, on behalf of the City of Salida, Colorado.

WITNESS my hand and official seal.

My Commission expires: 2/7/16



My Commission Expires _____

Audrey Gilpin
Notary Public


STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

Acknowledged, subscribed, and sworn to before me this 3 day of October, 2012, by John D. Diesslin.

WITNESS my hand and official seal.

My Commission expires: 9/25/15




Notary Public

Reception #: 402776

Pages Recorded: 5 of 5
Document Type: AGREE

Recording Fee: \$31.00

Date Recorded: 10/8/2012 10:03:32 AM

EXHIBIT "A"

A tract of land in the North Half of the Southwest Quarter (N1/2 SW1/4) of Section 4, Township 49 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado, being described as follows:

Beginning at a point on the east boundary of State Highway No. 291 and on the north side of county road (being an extension of Illinois Avenue of Salida, Colorado) from whence the southeast corner (brass cap) of said Section 4 bears South 63°36.1' East 4757.8 feet;

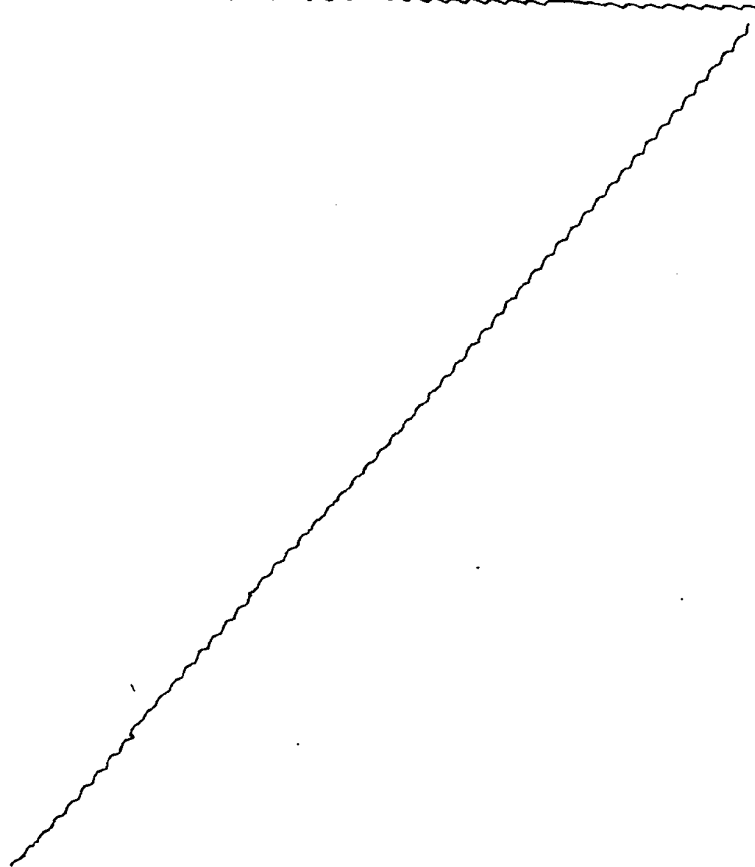
thence proceeding around the tract North 00°05' East 322.0 feet along said highway boundary;

thence South 89°38' East 408.5 feet;

thence South 00°16' East 318.0 feet;

thence South 89°48' West 410.5 feet to the point of beginning.

(Each of the four corners of the above tract is marked by a 5/8 inch steel reinforcing bar 2 feet long driven in the ground and having a one-inch aluminum cap.) Directions were determined by solar observation.





CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Public Works	David Lady - Public Works Director	March 19, 2024

ITEM

Council Action – Designating representatives authorized to coordinate with the Colorado Department of Health and Environment (CDPHE) and the Colorado Water Resources and Power Development Authority (CWRPDA) regarding financial assistance matters.

Resolution 2024-24

BACKGROUND

The City of Salida has the Low Zone Waterline and the Pasquale Springs Improvement projects funded in part through the Colorado Water Resources and Power Development Authority. Certain documents require authorization by the City. The attached Resolution designates representatives authorized to coordinate with CDPHE and CWRPDA. Prior representatives are no longer with the City. The project is near completion, however additional reporting is necessary to close out the project.

FISCAL NOTE

None

STAFF RECOMMENDATION

Approve Resolution 2024-24.

SUGGESTED MOTION

A Council person should make a motion to “Approve Resolution 2024-24 Designating representatives authorized to coordinate with CDPHE and CWRPDA regarding financial assistance matters.”

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 24
(Series of 2024)**

**A RESOLUTION OF THE CITY OF SALIDA, COLORADO DESIGNATING
REPRESENTATIVES AUTHORIZED TO COORDINATE WITH COLORADO
DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT AND THE COLORADO
WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY REGARDING
FINANCIAL ASSISTANCE MATTERS**

WHEREAS, the City of Salida, Colorado (the “City”) has applied for and received grants and/or loans from the Colorado Department of Public Health and Environment and the Colorado Water Resources and Power Development Authority regarding the Low Zone Waterline and Pasquale Springs Improvements projects; and

WHEREAS, Mayor PT Wood, the former City of Salida Mayor, Drew Nelson, the former City of Salida, City Administrator, and Erin Kelly, the former City of Salida, City Clerk, were previously authorized persons to represent the City of Salida regarding the signing of Loan documents and pay requests for the Low Zone Waterline and Pasquale Springs Improvements projects for the Design, Engineering and Construction Grants; and

WHEREAS, Mayor PT Wood, the former City of Salida Mayor, Drew Nelson, the former City of Salida, City Administrator, and Erin Kelly, the former City of Salida, City Clerk, were previously authorized persons to represent the City of Salida regarding the signing of loan documents and pay requests for the Low Zone Waterline and Pasquale Springs Improvements projects regarding the Loans; and

WHEREAS, Mayor PT Wood, the former City of Salida Mayor, Drew Nelson, the former City of Salida, City Administrator, and Erin Kelly, the former City of Salida, City Clerk,, are no longer holding their staff positions with the City.

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

The City Council for Salida, Colorado hereby designates the following individuals as persons authorized to sign deliverable documents on behalf of the City of Salida, Colorado on all financial matters associated with grants and loans administered by the Colorado Department of Public Health and Environment and the Colorado Water Resources and Power Development Authority: Dan Shore, City of Salida Mayor, Christy Doon, City of Salida Administrator, Kristi Jefferson, City of Salida Clerk, David Lady, City of Salida Public Works Director, and Aimee Tihonovich, City of Salida Finance Director.

This resolution shall be effective upon its approval by the Board.

CITY OF SALIDA

By: _____
Dan Shore, Mayor

[SEAL]

ATTEST: _____
City Clerk/Deputy City Clerk



COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	March 19, 2024

ITEM

Resolution 2024-26, A Resolution of the City Council for the City of Salida Reauthorizing the Temporary Closure of F Street Between Sackett Avenue and 2nd Steet and Providing for a Revised Procedure for Liquor Licensees to Obtain Proper Authorization for Outdoor Expansion

BACKGROUND

In 2020, in response to the COVID-19 pandemic, the City of Salida closed F Street, from Sackett to 2nd Street to allow for restaurants and other retail establishments to move some operations outdoors. F Street was closed from approximately Memorial to Labor Day Weekends. In 2021 the street closure was then extended to a half block of F Street between 2nd and 3rd. During the closure, minor improvements to the area were made, including more substantial barricades at the end of each block (painted and some with flowers), additional covered seating in various parking areas, the placement of a community stage in front of Natural Grocers, to name a few.

In early November, a survey was released, which asked a number of questions regarding the amenities available during the closure, the effectiveness of the closure and how often residents and visitors traveled downtown. While the survey was not intended to answer the question “do you want F Steet open or closed”, the responses show a wide cross-section of opinions about the closure.

The Council has discussed the potential closure of F Street to vehicular traffic at multiple work sessions and Council meetings. The majority of the Council requested staff prepare and bring forward the attached Resolution.

Staff have identified a few improvements that can be made regardless of the street status. These include the installation of new banners on the acorn lights, café-style lighting in trees along F Street and the installation of pedestrian signage.

Were the street to be closed to vehicular traffic, staff has identified additional spaces along Sackett Avenue and 2nd Street to increase the number of ADA spots. Currently the City provides more ADA spots than required (1:25) and these additional spots would increase this ratio. Staff discussed the idea of adding ADA spots next to the barricades in the middle of the street. This idea was deemed not feasible because emergency equipment would not be able to access F Street if a car was parked in the middle of the street.

Additional steps can be taken to increase the vibrancy of the closed area. Staff noted that parking spaces not being used by businesses can be utilized for off-site vendors, to increase bike parking, or for impromptu performances.

In order to accommodate parades and other festivals downtown, staff have noted some requirements for the summer closure. Businesses utilizing the parking spaces for additional retail, food or other activities will be required to maintain the center easement to ensure properly permitted parades can travel up F Street. FiBARK has requested use of the northern half of the 100 block of F street, through the City’s Special Events process. Any business utilizing outdoor space in this area will need to clear all structures and material from the roadway by June 13.



COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	March 19, 2024

FISCAL NOTE

City Council asked staff to identify opportunities within the closure with the least fiscal impact. Please see the attached map for an overview of potential improvements. Total cost of suggested improvements is approximately \$20,000.

STAFF RECOMMENDATION

A majority of the Council requested this item be included and it is therefore attached for your discussion and consideration.

SUGGESTED MOTION

A City Councilmember would state, "I move to approve Resolution 2024-26, A Resolution of the City Council for the City of Salida Reauthorizing the Temporary Closure of F Street Between Sackett Avenue and 2nd Steet and Providing for a Revised Procedure for Liquor Licensees to Obtain Proper Authorization for Outdoor Expansion" followed by a second and a roll call vote.

CITY OF SALIDA, COLORADO
RESOLUTION NO. 26
(Series of 2024)

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA
REAUTHORIZING THE TEMPORARY CLOSURE OF F STREET BETWEEN
SACKETT AVENUE AND 2ND STREET AND PROVIDING FOR A REVISED
PROCEDURE FOR LIQUOR LICENSEES TO OBTAIN PROPER
AUTHORIZATION FOR OUTDOOR EXPANSION**

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, in previous years the City has closed a portion of F Street to create a temporary pedestrian mall in an effort to encourage residents and visitors to come to the City’s downtown area; and

WHEREAS, pursuant to C.R.S. § 31-15-702(1)(a)(I), the governing body of each municipality has the power “[t]o lay out, establish, open, alter, widen, extend, grade, pave, or otherwise improve streets, parks, and public grounds and vacate the same and... to regulate the use of the same;” and

WHEREAS, the Salida City Council (“Council”) has engaged with residents of the City and members of the local business community to gain feedback based on prior closures in an effort to make closure decisions in the best interest of the City; and

WHEREAS, it is important to the Council that City staff do this closure in such a manner as to have a minimal financial impact; and

WHEREAS, the City acknowledges that the closure may reduce ADA accessible parking and to the extent that such parking is limited, City staff will investigate where other ADA parking may be established adjacent to the closure;

WHEREAS, Section 10-7-30 of the Salida Municipal Code (“Code”) generally prohibits the possession and consumption of alcoholic beverages in public places, but provides an exemption for places duly licensed for sale of alcoholic beverages; and

WHEREAS, on September 28, 2021, the Colorado Liquor Enforcement Division (“LED”) published Bulletin 21-05, which provides guidance regarding the service area premises extension options available to liquor licenses in municipalities which permit such an expansion; and

WHEREAS, following the COVID-19 pandemic, the LED’s guidance identifies sidewalk service area, as authorized by Regulation 47-302(A)(4), 1 CCR 203-2, as a more permanent alternative to the prior temporary COVID-19 expansion option; and

WHEREAS, the City will continue to utilize its temporary outdoor expansion application form and issue, in the City's discretion, revocable license for the use of public rights-of-way and public places to provide liquor licensees the legal right to use these spaces; and

WHEREAS, the City Council finds it desirable and prudent, and in the best interests of the general health, safety, and welfare of its residents to reauthorize the temporary closure of F Street between Sackett Avenue and 2nd Street, and to provide for a revised procedure for liquor licensees to obtain proper authorization for outdoor expansion.

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

Section 1. The Salida City Council incorporates the foregoing recitals as its conclusions, facts, determinations and findings.

Section 2. The Salida City Council hereby reauthorizes the temporary closure of the streets, alleys, and sidewalks on F Street between Sackett Avenue and 2nd Street, effective May 23, 2024 and ending on September 9, 2024. During the time of the closure, F Street will be reopened to allow for properly permitted parades.

Section 3. The City Administrator or her designee is hereby authorized to take any further action reasonably necessary or prudent to carry out the effect of this Resolution.

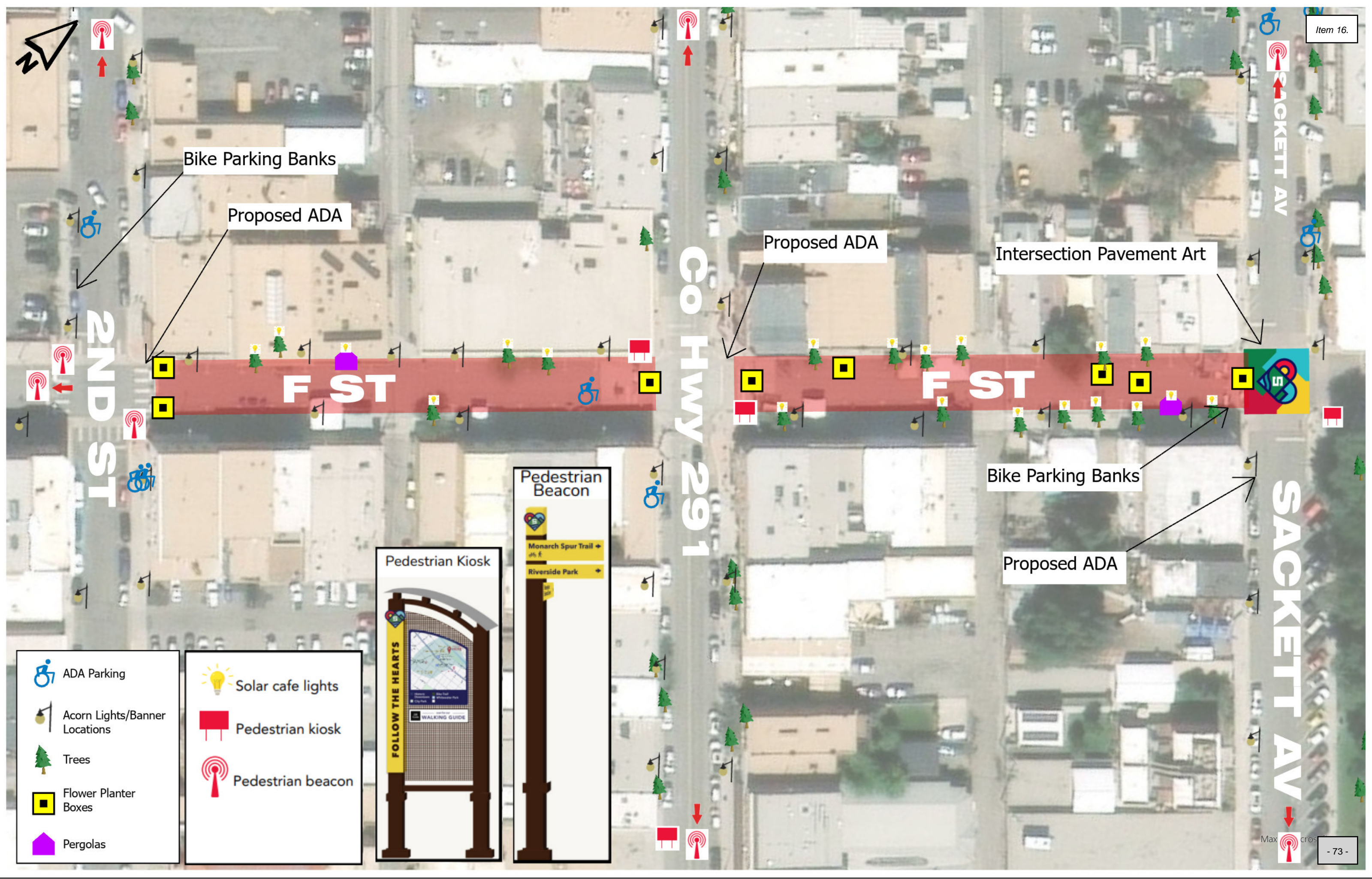
RESOLVED, APPROVED, AND ADOPTED this 19th day of March, 2024.

CITY OF SALIDA

By: _____
Dan Shore, Mayor

[SEAL]

ATTEST: _____
City Clerk/Deputy City Clerk



Bike Parking Banks

Proposed ADA

Proposed ADA

Intersection Pavement Art

Bike Parking Banks

Proposed ADA

GO Hwy 291

2ND ST

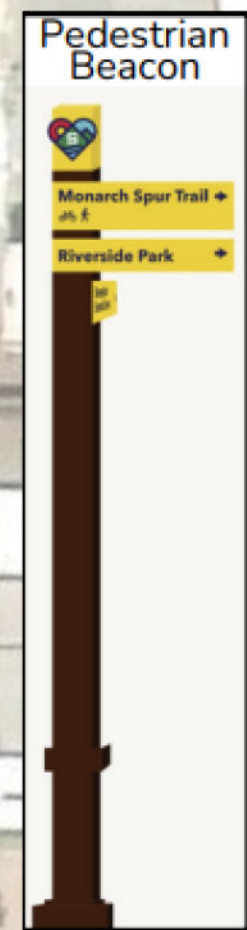
F ST

F ST

SACKETT AV

- ADA Parking
- Acorn Lights/Banner Locations
- Trees
- Flower Planter Boxes
- Pergolas

- Solar cafe lights
- Pedestrian kiosk
- Pedestrian beacon





CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Bill Almquist - Community Development Director	March 19, 2024

ITEM

Ordinance 2024-04: An Ordinance of the City Council for the City of Salida, Colorado Amending Section 4-2-30(a)(8) of the Salida Municipal Code to Modify the Terms of the Affordable Housing Fund

BACKGROUND

The Affordable Housing Fund was created in 2018 concurrent with Council's initial adoption of an Inclusionary Housing policy. At the time, inclusionary housing (and language regarding the housing fund) specifically addressed local workforce households earning only up to 80% area median income (AMI) or less. In 2018, rental unit market prices were generally considered affordable to households making as high as 80% - 100% AMI and for-sale unit market prices were considered affordable to households making approximately 100% AMI and higher. Today, rental unit market price affordability generally starts at 100% -140% AMI, and for-sale unit market price affordability generally starts at 180% AMI.

Furthermore, the 2022 Chaffee County Housing Needs Assessment identified a broad spectrum of additional affordable housing needs across the County. Basically, very little was/is available to renting households making up to 100% AMI and practically nothing was available to households making up to 180% AMI (virtually all "middle-income" earners) looking to purchase a home. In response to this data and other factors, the City of Salida updated its inclusionary housing policy via Ordinance 2022-05 to require built units for projects of six units or greater and also expanded the target household incomes up to 100% AMI for rental units and 160% AMI for for-sale units (with other requirements that evenly disperse target AMIs across developments). Coincidentally, the state of Colorado, in recognition of the unique challenges experienced by "rural resort" communities like Salida, also expanded its rules around affordability to allow grant funding for projects with units priced as high as 120% AMI for rentals and 160% AMI for for-sale units.

While changes were made to Chapter 16 of the Salida Municipal Code to account for this greater spectrum of need for the local workforce, the defined terms of the Affordable Housing Fund, which assists in creating housing across that entire spectrum, were inadvertently left unchanged from the original reference to "at or below 80% AMI". This ordinance simply aligns the terms of the Fund with the existing inclusionary housing policy and relevant households (up to 160% AMI) that the City intends to assist.

SUGGESTED MOTION

A council person should make the motion to "approve Ordinance 2024-04: An Ordinance of the City



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Bill Almquist - Community Development Director	March 19, 2024

Council for the City of Salida, Colorado Amending Section 4-2-30(a)(8) of the Salida Municipal Code to Modify the Terms of the Affordable Housing Fund.”

Attachments:

Ordinance 2024-04

Ordinance 2022-05

CITY OF SALIDA, COLORADO
ORDINANCE NO. 04
(Series of 2024)

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA,
COLORADO AMENDING SECTION 4-2-30(a)(8) OF THE SALIDA MUNICIPAL
CODE TO MODIFY THE TERMS OF THE AFFORDABLE HOUSING FUND**

WHEREAS, the increasing cost of housing has long been an issue facing many communities within the State of Colorado, but it has impacted smaller communities especially hard; and

WHEREAS, affordable housing continues to be an issue that the City of Salida (“City”) grapples with as the cost of living continues to increase; and

WHEREAS, an Affordable Housing Fund was established by Ordinance 2018-14 to assist the citizens of the City with affordable housing; and

WHEREAS, since the original creation of the Affordable Housing Fund, the cost of living has significantly increased within the City, to the point where even middle-income earners cannot afford market rate homes; and

WHEREAS, a Chaffee County Housing Needs Assessment was conducted in 2022 that identified the diverse needs of the local workforce and led the City to amend the Inclusionary Housing provisions of the Salida Municipal Code (“Code”), Chapter 16 via Ordinance 2022-05; and

WHEREAS, at the same time that the City was making these changes, many other rural resort communities were making similar amendments to their codes to account for market rate changes and the state now provides funding for up to one hundred sixty percent (160%) AMI on for-sale units; and

WHEREAS, while changes were made to Chapter 16 of the Code, similar changes were not made to the Affordable Housing fund; and

WHEREAS, the City finds that it is in the best interest of the local workforce to make sure there is a spectrum of affordable housing to meet the needs of the diverse array of workers within the City, and further finds it is desirable to make changes to the Code for consistency purposes.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY
OF SALIDA, COLORADO AS FOLLOWS:**

Section 1. The foregoing recitals are hereby incorporated as conclusions, facts, determinations, and findings by the City Council.

Section 2. Salida Municipal Code Section 4-2-30(a)(8), concerning the Affordable

Housing Fund, is amended by to read as follows:

Sec. 4-2-30. – Special funds.

(a) The City Administrator shall maintain, in the accounting records of the City, separate accounts for any and all special funds of the City, including, but not limited to, the following:

...

(8) Affordable Housing Fund. The City shall create a special Affordable Housing Fund wherein all inclusionary housing in-lieu fees collected will be deposited and used for the creation and maintenance of housing opportunities in the City of Salida for households whose income is at or below the one hundred sixty (160) percent ~~eighty (80)~~ percent AMI for Chaffee County including special needs populations and for a significant proportion of those who work or live in the City.

Section 3. Severability. 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 this ordinance.

INTRODUCED ON FIRST READING on this 19th day of March, 2024, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation by the City Council on this ____ day of _____, 2024, and set for second reading and public hearing on the 2nd day of April, 2024.

INTRODUCED ON SECOND READING FINALLY ADOPTED and ORDERED PUBLISHED BY TITLE ONLY, by the City Council on this 2nd day of April 2024.

City of Salida

Mayor Dan Shore

ATTEST:

City Clerk/Deputy City Clerk

CITY OF SALIDA, COLORADO
ORDINANCE NO. 05
(Series of 2022)

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA,
 COLORADO AMENDING CHAPTER 16, ARTICLES IV, VI AND XIII OF THE
 SALIDA MUNICIPAL CODE, REGARDING INCLUSIONARY HOUSING, TO
 FURTHER PROMOTE THE DEVELOPMENT OF WORKFORCE HOUSING**

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

WHEREAS, pursuant to C.R.S. § 31-23-301 *et seq.*, the City, by and through its City Council, possesses the authority to adopt and enforce zoning regulations; and

WHEREAS, under such authority, the City Council previously adopted regulations related to inclusionary housing, codified as Chapter 16, Article XIII of the Salida Municipal Code (the “Code”); and

WHEREAS, the City Council remains committed to the promotion of inclusionary housing, such that all residents and workforce have a meaningful opportunity to afford housing in the City; and

WHEREAS, increasing the percentage of dwelling units required to be affordable housing in certain new developments furthers this imperative given the recent changes in the market; and

WHEREAS, the number of new deed-restricted affordable housing units have not kept up with the amount recommended by the 2016 Chaffee County Housing Needs Analysis, and such needs have only intensified; and

WHEREAS, the housing market, especially over the last few years, has been impacted by unprecedented forces and demand focused on mountain communities such as Salida—forces such as the prevalence of remote workers, vacation home ownership, retirees relocating from outside the area, short-term rental ownership, and other factors; and

WHEREAS, the City of Salida recognizes the need for affordable housing across a greater diversity of income levels than is currently addressed by the inclusionary housing policy; and

WHEREAS, deed-restrictions are the primary tools to ensure permanent affordability—that units will not go from affordable to unaffordable with a simple sale of property; and

WHEREAS, the Planning Commission held a public hearing on these code changes on February 28, 2022, and recommends the amendments set forth in this Ordinance; and

WHEREAS, after consideration at a public hearing held on April 5, 2022, the City Council finds it desirable and appropriate, and in the best interest of the general health, safety, and welfare of its residents, workforce, local businesses and customers to amend Chapter 16 of the Code, as it relates to the promotion of inclusionary housing in the City.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE
 CITY OF SALIDA, COLORADO AS FOLLOWS:**

Section 1. The foregoing recitals are hereby incorporated as conclusions, facts, determinations, and findings by the City Council.

Section 2. Table 16-D of the Code, entitled "Schedule of Uses," is hereby amended to read as follows:

TABLE 16-D Schedule of Uses									
N = Not Permitted P = Permitted AC = Administrative Conditional Use C = Conditional Use AR = Administrative Review LR = Limited Impact Review MR = Major Impact Review	R-1	R-2	R-3	R-4	RMU	C-2	C-1	I	Standards¹
Residential Uses									
...									
Residential (3 - 4 units)	N	AR	AR	AR	AR	AR	AR ³	AR ³	
Residential (5 - 19 units) ^{***}	N	LR	AR	AR	LR	AR	LR ³	LR ³	
Residential (20 or more units) ^{***}	N	MR	MR	MR	MR	MR	MR ³	MR ³	
...									
Notes: ¹ The standards referenced herein are in addition to all other applicable standards of this Land Use Code. ² Provided that State Health Code space and sanitation requirements are met. ³ An existing dwelling can be modified or rebuilt as a matter of right provided it is in conformance with the dimensional standards of Table 16-F. ⁴ Ground floor residential uses are limited in the Central Business Economic Overlay per Section 16-5-90. * The allowed use is conditional in the SH 291 Corridor Overlay (291 CO). Refer to Section 16-5-50 regarding the SH 291 Corridor (291 CO) District. ** Any site or lot where more than two (2) temporary commercial activities or vendors are proposed must receive Limited Impact Review approval for the entire site. *** <u>See Inclusionary Housing requirements of Section 16-13-20.</u>									

Section 3. Table 16-F of the Code, entitled "Schedule of Dimensional Standards," is hereby amended to read as follows:

TABLE 16-F
Schedule of Dimensional Standards

Dimensional Standard	R-1	R-2	R-3	R-4	RMU	C-1	C-2	I
Min. lot size (sq. ft.)	7,500	5,625 <u>5,063⁶</u> <u>3,750⁷</u>	5,625 5,063 ⁶ 3,750 ⁷	4,000 3,600 ⁶	5,625 5,063 ⁶ 3,750 ⁷	5,625 5,063 ⁶ 3,750 ⁷	N/A	5,625
Density (Lot s.f./Min. lot area per principal dwelling unit)	3,750	3,125 <u>2,734⁶</u>	2,400 2,100 ⁶	2,400 2,100 ⁶	3,125 2,734 ⁶	2,800 2,450 ⁶	N/A	2,800
Min lot size (sq. ft.) - attached units	N/A	3,125 <u>2,812⁶</u>	2,400 2,160 ⁶	2,400 2,160 ⁶	3,125 2,812 ⁶	2,800 2,520 ⁶	N/A	2,800
Min. lot frontage	50'	37' – 6' " <u>25 ft⁷</u>	37' – 6' " 25 ft ⁷	37' – 6' " 25 ft ⁷	37' – 6' " 25 ft ⁷	37' – 6' " 25 ft ⁷	No Req.	37' – 6' "
Min. lot frontage – attached units	N/A	20'	15'	15'	20'	20'	N/A	20'
Max. lot coverage: structures (additive coverage total for structures and uncovered parking cannot exceed 90% except in C-2)	35%	40% <u>45%⁶</u>	45% 50% ⁶	45% 50% ⁶	45% 50% ⁶	60% 66% ⁶	100% ³	60%
...								

Notes:

- 1 If a property does not utilize the zero setback allowance, the minimum landscape area shall be ten percent (10%).
- 2 If the property adjoins a residential zone district, setbacks on the side and rear lot line shall be the same as those in the residential zone.
- 3 Existing structures are not required to meet off-street parking requirements. New structures and additions shall meet off-street parking requirements.
- 4 A covered porch may encroach into the front yard setback by twenty-five percent (25%).
- 5 If a front-loaded garage is set back at least ten (10) feet behind the primary street-facing building façade, the lot coverage between the garage entrance and the primary, street-facing building façade shall not be included in the calculation of lot coverage for uncovered parking/access.
- 6 Standards for inclusionary housing development per Section 16-13-50.
- 7 15% of the single-family lots within an inclusionary housing development may be 25 feet X 150 feet.
- 8 See Sec. 16-4-190(c) for a description of side lot line setbacks for all accessory buildings, including ADUs.

Section 4. Section 16-6-60 of the Code, concerning duplex conversion subdivisions, is hereby amended to read as follows:

Sec. 16-6-60. – Duplex conversion subdivision.

A duplex conversion subdivision is generally subject to the administrative review process established in Article III of this Chapter. The subdivision of a single lot on which an existing duplex dwelling is located or is constructed, into two (2) separate lots will be approved if all of the following conditions have been met:

...

(6) Inclusionary Housing. Duplex conversion subdivisions must meet the requirements of Article XIII, Inclusionary Housing.

Section 5. Section 16-6-100 of the Code, concerning condominiums, is hereby amended to read as follows:

Sec. 16-6-100. - Condominiums.

...

(c) Condominium plats ~~including five (5) units or greater~~ must meet the requirements of Article XIII, Inclusionary Housing.

Section 6. Section 16-13-20 of the Code, concerning general inclusionary housing requirements, is hereby amended to read as follows:

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

(a) Any application brought under the annexation or planned development sections of this Code; condominium plats of ~~five (5) units or greater~~ **any size; duplex conversion subdivisions; and minor and major subdivision sections of this Code, as well as multi-family residential projects of five (5) or more units** ~~is are~~ required to include at least ~~twelve and one-half (12.5)~~ **sixteen and seven tenths (16.7)** percent of the total number of residential dwelling units as affordable dwelling units, **pursuant to requirements set forth in this Article, and** 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~~ **the applicable percentage** of Area Median Income (AMI) for Chaffee County as defined annually by the United States Department of Housing and Urban Development (HUD) **Colorado Housing Finance Authority (CHFA), at the time of such unit is sold or rented, and as further specified in Sections 16-13-60 and 16-13-70.**

...

(4) The proportion of required affordable units, whether for-sale or rental, shall follow the proportion of for-sale and rental market rate units, unless otherwise approved by the decision making body. For example, if the project includes 100% for-sale units, then 100% of the required affordable units shall be for-sale units. If the project includes 50% for-sale units and 50% rental units, that same percentage of for-sale and rental affordable units shall be provided.

(e) Deed Restriction Required. No person offering an affordable dwelling unit for rent or sale pursuant to this Article 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 provided and approved by the City Attorney and applicable Housing Authority. 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.

(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 requirement that each required affordable housing unit must receive its certificate of occupancy before development of every sixth market-rate housing unit within the development, unless an alternative schedule is approved by the City; and

~~(4)~~ (5) The restrictive covenants and additional agreements, in a form acceptable to the City, as necessary to carry out the purposes of this Article.

(h) Accessory dwelling units shall not be considered inclusionary housing for the purpose of compliance with the requirements of this Article.

Section 7. Section 16-13-30 of the Code, concerning options for satisfaction of the inclusionary housing requirement, is hereby amended to read as follows:

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 a qualified non-profit housing developer for the required development of such units 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~~ a minimum number of

twenty-five percent (25%) of the total units in the subject development as affordable housing.

(b) Dedicating Land Within the Project. Provided it is large enough and located appropriately to accommodate at least the minimum number of required affordable units, Land within a project may be dedicated to the City or a qualified non-profit housing developer for the required development of such units, 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. This alternative is only available if the calculation for inclusionary housing results in a fraction of a dwelling unit or if the development is for five (5) units or less.

(d) Providing fewer units, but which are affordable to households earning sixty (60) percent or less of the AMI for Chaffee County for rental projects, or one hundred (100) percent or less of the AMI for Chaffee County for for-sale projects. For the purposes of this option, an affordable dwelling unit at the above AMI levels sixty (60) percent or less AMI shall equal ~~two~~ (2) one and one half (1.5) inclusionary housing units at any other AMI level specified in Sections 16-13-60 and 16-13-70 below. ~~eighty (80) percent or less AMI.~~

Section 8. Section 16-13-40 of the Code, concerning the in-lieu fee, is hereby amended to read as follows:

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

If ~~an applicant chooses to pay~~ an in-lieu fee is permitted and chosen for all or part of the inclusionary housing required for the project, the fee shall be calculated as described 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~~ prior to issuance of the certificate of occupancy.

Section 9. Section 16-13-50 of the Code, concerning density, parking, and development standards for inclusionary housing developments, is hereby amended to read as follows:

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

Residential development within the zoning districts of C-1, ~~R-2~~, R-3, R-4 and RMU; and portions of a planned development with the underlying zoning districts of C-1, ~~R-2~~, 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 of the subject development within parcels with the above zoning or underlying zoning, that include a minimum of ~~twelve and one-half (12.5)~~ sixteen and seven tenths (16.7) percent affordable housing.

Section 10. Section 16-13-60 of the Code, concerning program requirements for for-sale units, is hereby amended to read as follows:

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

(a) Affordable Unit Price. The prices charged for ~~any~~ affordable ~~priced dwelling~~ units shall not exceed ~~a price that is affordable to a household earning greater than what is affordable to households earning one hundred twenty percent (120%), one hundred forty percent (140%), or one hundred sixty percent (160%)~~ eighty (80) percent of the Area Median Income (AMI) for Chaffee County. Furthermore, for-sale affordable units shall be subject to the following additional requirements:

- (1) The average sales price of all affordable housing units shall not exceed a price affordable to households earning one hundred forty percent (140%) or less of the AMI for Chaffee County; and
- (2) For projects providing multiple affordable units, and to create parity across levels of affordability, the total number of affordable units deed-restricted at one of the applicable AMI levels shall not exceed the total number of affordable units deed-restricted at any of the other applicable AMI levels by more than one unit.
- (3) Studio units above one hundred twenty percent (120%) AMI for Chaffee County and one bedroom units above one hundred forty percent (140%) AMI for Chaffee County shall not be eligible to satisfy inclusionary housing requirements.

(a) 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 by the City and applicable Housing Authority. ~~according to the housing administrative regulations.~~

(b) 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 applicable contract, covenant or declaration of restrictions or any other agreements to which the City is a party or beneficiary.

(c) Resale Restrictions. All affordable ownership dwelling units developed under this Article shall be subject to the ~~following~~ resale restrictions: itemized within the deed restriction required pursuant to Section 16-13-20(e).

~~(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 **and/or applicable Housing Authority** will review the condominium association declarations to assess the impact on buyers of affordable units. The City Administrator **and/or applicable Housing Authority** 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 **and/or applicable deed restriction. At no point shall such rent price exceed a price that is affordable to a household earning one hundred percent (100%) of the Area Median Income (AMI) for Chaffee County, as defined annually by CHFA.**

Section 11. Section 16-13-70 of the Code, concerning program requirements for rental units, is hereby amended to read as follows:

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

Maximum Rent. Rents charged for any affordable units in any one (1) development must be **shall not exceed a price greater than what is** affordable to households earning ~~no more than~~ **eighty percent (80%) percent or one hundred percent (100%)** of the AMI **for Chaffee County, as defined by CHFA as approved in the agreement. Furthermore, affordable rental units shall be subject to the following additional requirements:**

- (a) **At least fifty percent (50%) of all provided units shall be rented at prices affordable to households earning eighty percent (80%) or less of the AMI for Chaffee County.**

(b) Studio units rented above eighty percent (80%) AMI for Chaffee County shall not be eligible to satisfy inclusionary housing requirements.

Section 12. *Severability.* 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 this 15th day of March, 2022, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation by the City Council on this 18th day of March, 2022, and set for second reading and public hearing on the 5th day of April, 2022.

INTRODUCED ON SECOND READING FINALLY ADOPTED and ORDERED PUBLISHED BY TITLE ONLY, by the City Council on this 5th day of April, 2022.



ATTEST:

Ering Kellen
City Clerk/Deputy City Clerk

City of Salida

Dan Shore
Mayor Dan Shore



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	March 19, 2024

ITEM

Resolution 2024-27, A Resolution of the City Council for the City of Salida appointing _____ as Ward 3 Council Member

BACKGROUND

On Tuesday, February 6, City Councilmember Harald Kaspar announced his resignation from Salida City Council, effective immediately. Colorado Revised Statutes state that if any vacancy occurs in the office of Council because of a resignation the same shall be filled by appointment by a majority vote of the City Council. Candidates need to have resided in the ward in which he or she is a candidate for a period of at least twelve consecutive months.

Resolution 2024-23 declared a vacancy on City Council for Ward 3. The City requested interested residents of the ward submit applications for consideration by 5 pm on Thursday, March 14, 2024. City Council conducted interviews of the applicants at a work session on March 18, 2024.

FISCAL NOTE

The Council Member will be paid \$450 monthly..

STAFF RECOMMENDATION

Staff recommends Council appoint a resident to fill the Ward 3 seat.

SUGGESTED MOTION

A City Councilmember should state, "I move to approve Resolution 2024-27, A Resolution of the City Council for the City of Salida Appointing _____ as Ward 3 Council Member" followed by a second and a roll call vote.

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 27
(Series 2024)**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA APPOINTING A
NEW COUNCILMEMBER TO WARD 3 OF THE SALIDA CITY COUNCIL**

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

WHEREAS, the City is governed by the Salida Municipal Code (“Code”); and

WHEREAS, Section 2-2-10 of the Code dictates all of the requirements of the Salida City Council (“Council”) including the role of the Council, qualifications to be on the council, and the how many members make up the council; and

WHEREAS, pursuant to Section 2-2-10(b), the Council shall be made up of two members from each ward who shall serve four year terms; and

WHEREAS, on March 5, 2024, the Council declared a vacancy on the Council in Ward 3 due to the resignation of Harald Kasper through Resolution 2023-23; and

WHEREAS, in accordance with Section 2-2-10(d) of the Salida Municipal Code, the Council shall appoint a new Councilmember to Ward 3 by majority vote; and

WHEREAS, the Council finds that it is necessary and desirable to appoint [REDACTED] to perform the duties and responsibilities of Salida City Council for Ward 3.

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

Section 1. The Salida City Council incorporates the foregoing recitals as its conclusions, facts, determinations and findings.

Section 2. The Salida City Council hereby appoints [REDACTED] to the City Council to represent Ward 3 to fill the vacancy created by Harald Kasper and shall serve in that capacity through November 2025.

Section 3. The appointment made by Section 2 of this Resolution shall become effective on March 19, 2024.

RESOLVED, APPROVED, AND ADOPTED this 19th day of March, 2024.

CITY OF SALIDA, COLORADO

Dan Shore, Mayor

[SEAL]

ATTEST: _____
City Clerk/Deputy City Clerk

CITY OF SALIDA, COLORADO
CITY SALES TAX AND COUNTY SALES TAX SHARED WITH CITY
JANUARY 2024



The City of Salida Sales Tax and Chaffee County Sales Tax report examines tax collections for the month of January 2024, which were remitted to the City of Salida in March 2024.

Summary Results for City and Chaffee County Sales Taxes

January City sales tax collections increased by \$76,181 (12.3%) as compared to January 2023. The City’s portion of Chaffee County sales tax collections increased by \$8,337, a 3.6% increase over January 2023. In total, sales tax receipts are 9.9% higher than January 2023 and exceed the budget estimate for the month by 3.9%.

Current Month							
	January 2024	January 2023	2024 - 2023 \$ Change	2024 - 2023 % Change	January 2024 Budget	2024 Budget \$ Variance	2024 Budget % Variance
3% City Sales Tax	\$ 694,119	\$ 617,939	\$ 76,181	12.3%	\$ 675,467	\$ 18,652	2.8%
Shared County Tax	\$ 242,198	\$ 233,861	\$ 8,337	3.6%	\$ 225,839	\$ 16,359	7.2%
Total	\$ 936,317	\$ 851,799	\$ 84,518	9.9%	\$ 901,306	\$ 35,011	3.9%

CITY OF SALIDA, COLORADO
CITY SALES TAX AND COUNTY SALES TAX SHARED WITH CITY
JANUARY 2024



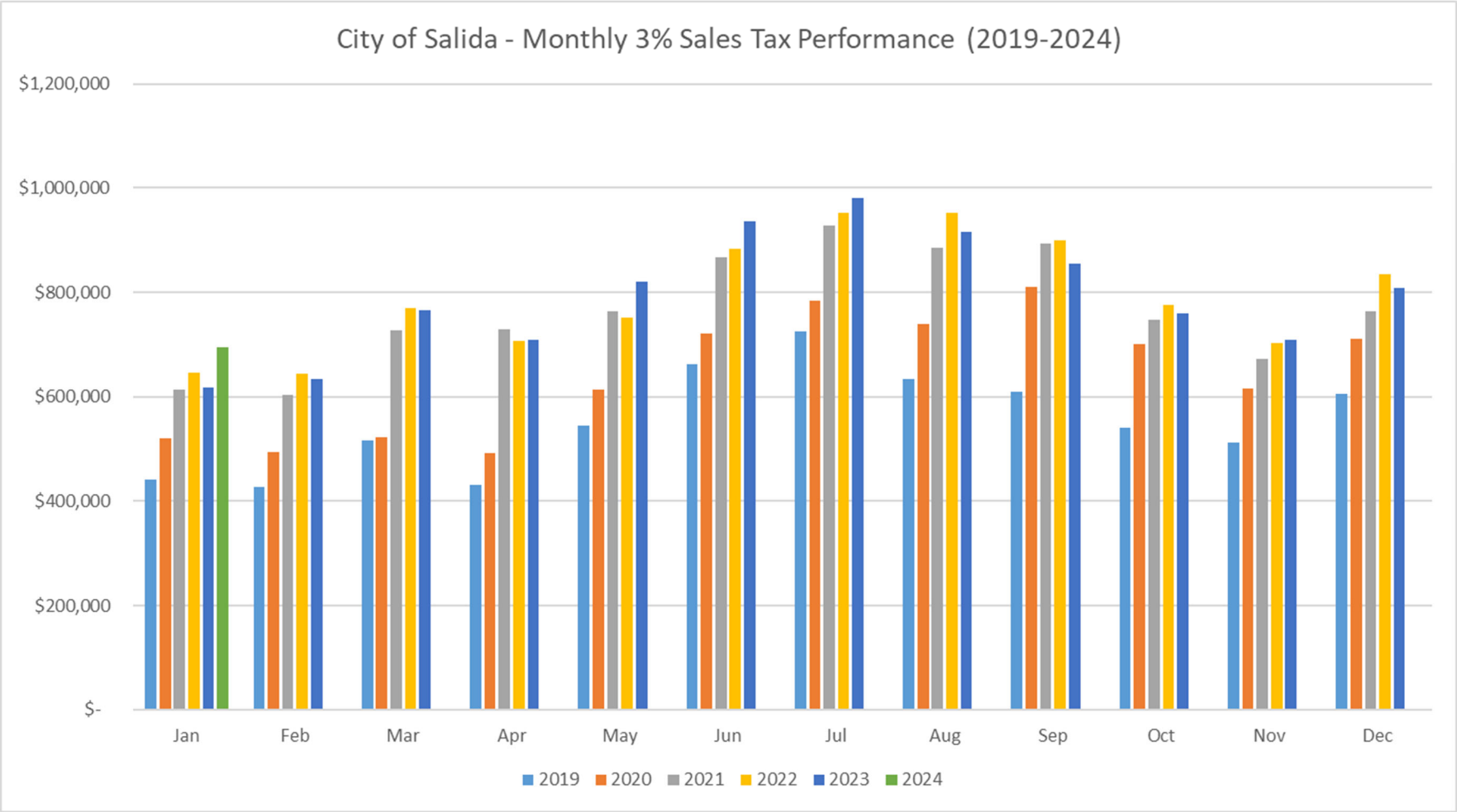
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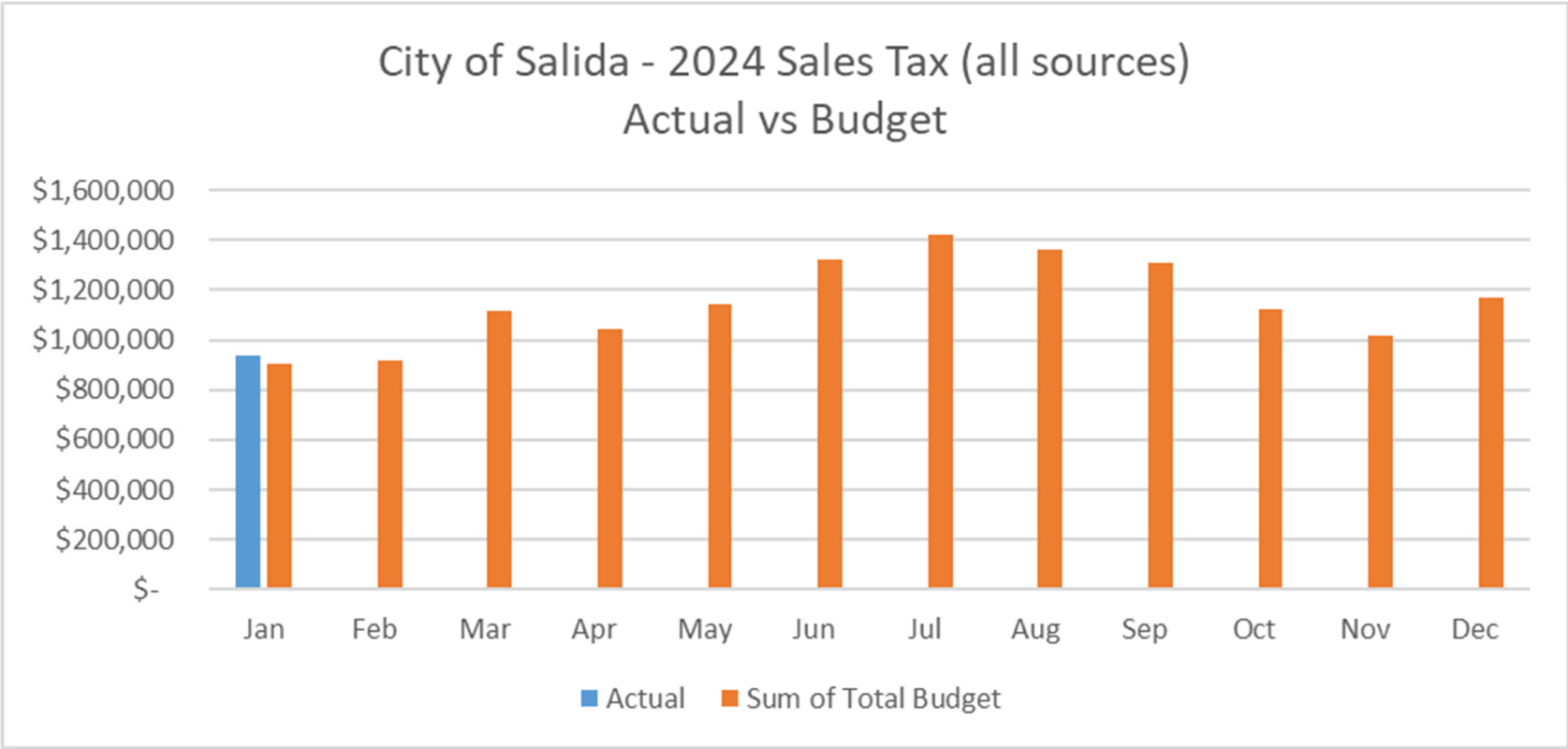
Below is the tracking by NAICS industry sector report for the 3% City sales tax collections.

3% City Sales Tax by Industry Sector

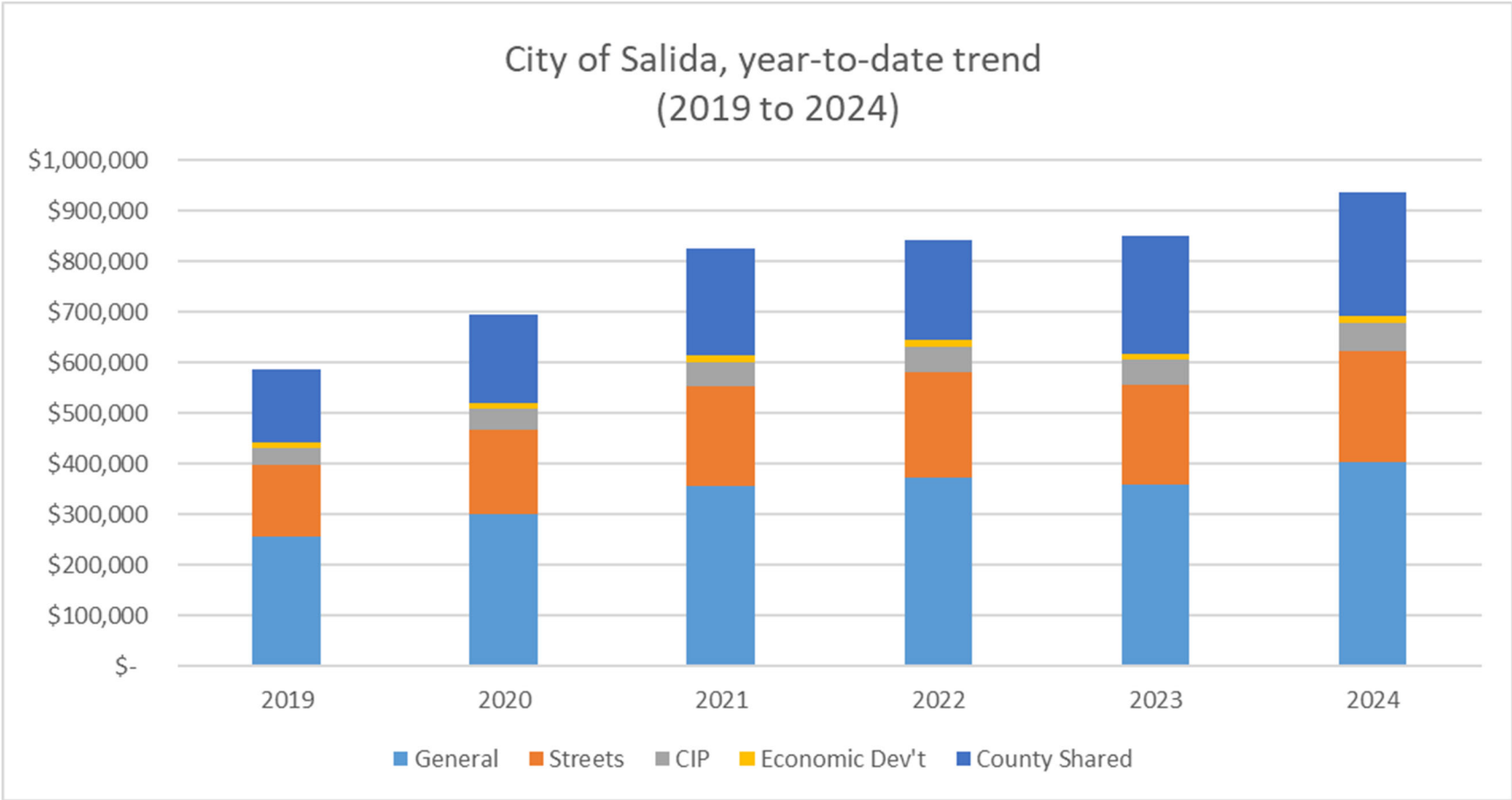
Current Month				
NAICS Sector	January 2024	January 2023	2024-2023 \$ Change	2024-2023 % Change
Retail Trade	\$ 487,231	\$ 441,771	\$ 45,459	10.3%
Accommodation & Food Service	\$ 105,090	\$ 84,762	\$ 20,328	24.0%
All Other	\$ 35,563	\$ 35,930	\$ (367)	-1.0%
Wholesale Trade	\$ 33,382	\$ 23,747	\$ 9,636	40.6%
Manufacturing	\$ 11,569	\$ 12,427	\$ (859)	-6.9%
Information	\$ 10,461	\$ 9,168	\$ 1,293	14.1%
Real Estate and Rental and Leasing	\$ 7,044	\$ 3,628	\$ 3,416	94.1%
Construction	\$ 3,781	\$ 6,506	\$ (2,725)	-41.9%
Total	\$ 694,119	\$ 617,939	\$ 76,181	12.3%

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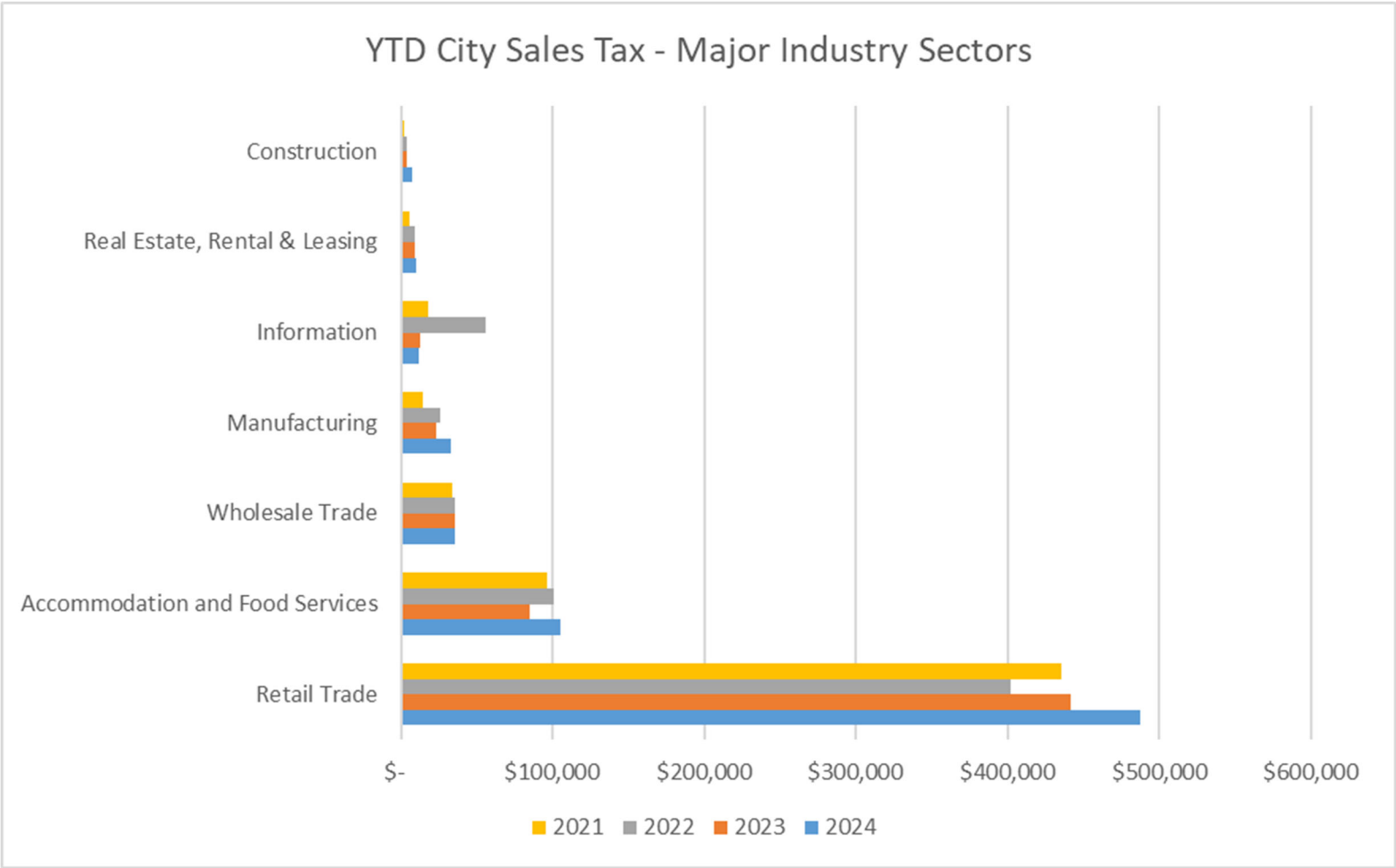




CITY OF SALIDA, COLORADO
CITY SALES TAX AND COUNTY SALES TAX SHARED WITH CITY
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STAFF REPORTS

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	March 19, 2024

Administration and Human Resources

- Hired for the Administrative Coordinator position.
- Began transition to ADP Comprehensive Services, which will provide additional technical assistance and resources for the City regarding payroll, talent management and performance planning.

Arts and Culture

- An exhibit was hung in the Paquette Gallery featuring the works from artist, Cate Wittemore. The artist was recognized at the reception held during the monthly Creative Mixer, which was attended by 45 people. Additionally, local musician Bob Gulley entertained the attendees.
- The A&C department partnered with the local galleries and downtown artists for special February edition of First Friday. Local musician Briony Hunn was featured in the Maverick Potter.
- The performance highlights of the month came from the Walden Chamber Music Society and the ever-popular Salida's Next Last Waltz, the latter of which sold out 5 total shows. All total these performances were attended by 1,020 people.
- The SteamPlant and Scout Hut played host venues to many municipal, county, educational, business and non-profit groups, including City of Salida, Chaffee County Economic Development Corporation, Central Colorado Humanists, United States Air Force, Salida Chamber of Commerce, Monarch Mountain, Solvista Health, Chaffee County Public Health and Chaffee County Democrats. All total the LISTED events/meetings were attended throughout the month by 836 individuals.
- TOTAL GUESTS Attending 47 Events/Meetings for February = 2,620
 - Number of free arts and culture events/no admission = 2
 - Number of attendees at free events = 337
 - Number of events paying rental fees = 28
 - Number of entities using the facilities = 28

City Clerk

- Kristi Jefferson was appointed City Clerk.

Community Development

- Building Permits: Thus far through 3/14/24, we have seen 49 total building permits, including 95 new residential units (2 mixed-use building permits alone accounted for 75 units within Salida Crossings). This large number probably can be attributed to the implementation of new building and energy codes as of March 1st. At this time in 2023, we had seen 31 total building permits, inc. 8 new residential units. In 2022, we had seen 31 total building permits, inc. 10 new residential units. In 2021, we had seen 49 total building permits, inc. 76 new residential units.
- South Ark Neighborhood Phase I Infrastructure: Now that the PD modification/master plan has been approved, the focus is on amassing funding to implement design and development of the first phase of mainline infrastructure throughout the site (anticipated total of approximately \$7.1 million). We have applied for two main funding sources-- the More Housing Now Initiative Grant (ask is \$2 million), and the Strong Communities Grant (ask is \$3.1 million). Bill, Christy, Council member Naccarato, and the Mayor presented our request to the DOLA funding team for the MHN grant on February 29th, and we expect to hear back on both grants by sometime in April. Right now, the hope is to receive at least a total of \$4 million in funding from the grants. We will continue to look at other funding opportunities to potentially supplement the partnership and grant funds, as needed. There is also talk of funding to set up an all-electric micro-grid system in coordination with Chaffee County.



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- 1st and D Apartments Project: With public input from the October open house and additional staff and developer input, the architects and engineers for the project developed a concept layout with two separate architectural concepts for the site. These designs were unveiled at an open house on March 6th at the Scout Hut. Following the presentation, an online survey requesting input on the design was made publicly available. The survey will remain open until approximately March 22nd. We are still on schedule to have final designs by Spring/early summer 2024, with potential construction beginning at the end of 2024/beginning of 2025, provided that grants and other funds and/or loans can be compiled in the coming year.
- Land Use Code update: Staff is finishing up final review of Installment 3 of the Land Use Code update (development and design standards). There have been recent work sessions regarding this installment with the Land Use Code Advisory Committee and Planning Commission. This new installment is expected to be made public for review and feedback in the next couple of months prior to a consolidated draft code being created. A final product is anticipated by late summer to be offered for adoption, along with a comprehensive zoning conversion map to align with the new code.
- Eastside Senior Living Apartments and Park Project: Staff is finalizing a sales agreement with the owner of the 2.6-acre property where we hope to locate a 36-40 unit low-income senior living development, along with an approximately 1.5-acre park directly behind the school district administration buildings and Crest Academy. We would use the \$750,000 awarded via the CHFA land banking grant along with some housing funds to acquire the property. The plan is to bring a LIHTC developer on board who would be able to design and build the project at little-to-no additional cost to the City, via the use of Low-Income Housing Tax Credits. Applications for funding for that type of project is Feb. 1, 2025.
- Local Planning Capacity Grant: This past Friday, we were awarded \$88,000 to help fund a position to help with affordable housing-related work and specifically to help meet the requirements of Proposition 123 commitments. This will pay 55% of the salary for our current planner, Kathryn Dunleavy, over the next two years and allow for us to hire a new Assistant/Associate Planner position to help backfill her work and carry out other duties (see below).
- Hiring New Senior Planner: With the departure of Kristi Jefferson to become City Clerk (sad face), we are advertising for a new Senior Planner. Applications were due March 15. Following application review and interviews, we hope to make an offer to someone in April with that person joining staff sometime in May.
- New Assistant/Associate Planner Position: Staff is recruiting for a new Assistant or Associate Planner position to assist with land use applications, building permits, public education, and a wide variety of other duties. Applications are due March 22 and we hope to have someone on board by June.
- Housing Fair: Staff is working with the Housing Authority (and others) to plan a Housing Fair sometime this summer. The goal of such a "fair" is to gather names of individuals interested in any of the dozens of affordable housing units (rental and for-sale) that are anticipated to come online in the next year or so, plus to provide education regarding eligibility for such units. Many people/households may not know that they would actually qualify for one of these units—because they think they make too much money. With AMI's as high as they are (and market prices), that may not be the case—some households making over \$100,000 may even qualify for a deed-restricted unit. Date and location TBD (but likely in late August).

Finance

- Staff have mostly completed close-out entries and audit worksheets in preparation for the arrival of the independent auditors the week of March 25.
- Staff closed out two significant grants, Salida Ridge and the IHOA grant for preliminary work on the D Street property.
- Staff is working on the accounting side of switching to smart water meters, each new meter installed requires a fairly lengthy set up in the billing system. To date, 2072 meters have been installed with 1,127 remaining.



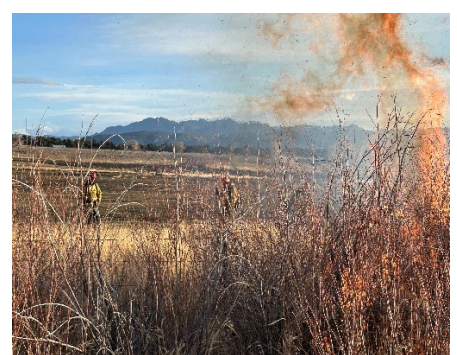
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- The office held an auction for surplus equipment receiving approximately \$6K for items that had outlived their effective service lives. This process has the ulterior benefit of clearing up valuable storage space.

Fire

- Chief Aaron Jonke has come onboard as the new Fire Chief. Chief Jonke has 31 years of extensive service in the Denver Fire Department. He is looking forward to meeting all council members and working closely with you to provide the highest level of fire service.
- Chief Jonke is performing a complete review and assessment of fire department operating procedures and policies.
- Salida Fire Department is working with the South Arkansas Fire Protection District board on developing a new IGA.
- Salida Fire Department announced "RANCH HAND CONTROLLED BURN PROGRAM" to help ranchers and citizens deal with controlled burning of ditches and slash piles. This program is free and is important to ensuring safe burning with fire crews on scene to assist.
- On March 3rd, a controlled ditch burn in Chaffee County escalated into a wildfire due to higher winds and improper extinguishing procedures. The quick response and coordinated efforts by multiple agencies successfully contained the fire, preventing damage to structures. Chief Rohrich was incident command for some time. A post-incident After Action Review (AAR) was held with participating agencies to assess the response and identify areas for improvement.
- The new Type 3 pumper should be online in the next couple of weeks and ready for service. Delivery was slated for March 14th; however the snowstorm slowed its arrival.
- The new firehouse construction is going well with some minor weather delays. Walls are being erected and steel work should begin the week of March 18th.





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Parks and Recreation

- Aquatics
 - The pool is open in the afternoon (1-4pm) for the next two weeks (3/10-3/22) for spring breakers.
 - 4th graders participated in kids in kayaks this week- this program gives the kids a chance to paddle around in a kayak.
 - **NEW SPRING SCHEDULE: 4/1-5/31**
 - Monday: 6am-1pm (no 4-8pm opening)
 - Tuesday-Thursday: 6am-1pm & 4-8pm
 - Friday: 6am-8pm
 - Saturday: 10:30am-8pm
 - Sunday: 12pm-6pm (adjusted opening from 10:30am)
 - *Bi-annual closure: May 6-12
 - **LAP LANE RESERVATION CHANGE**
 - Data shows that the reservable lap lanes are being used at 40% capacity.
 - Beginning 4/1, Lane 4 will be eliminated as a reservable lane and transition to a drop-in lane.
 - Lanes 5-6 are reservable at their regular time.
 - Lanes 2-4 are drop in at the regular time.
 - Lane 1 will be open for play (no lap swimming).
 - New signs for the deck are on order.
 - New waitlist procedure for tracking historical data.
 - January –28% hot springs pool, access scans –25%, memberships –27%, multipass –61%
 - February –8% hot springs pool, access scans –14%, memberships –4%, multipass –33%
- Recreation
 - **Adult Dodgeball** is underway with 9 teams and 83 people signed up.
 - **Women's volleyball league** has started and is underway with 9 teams and 45 people signed up.
 - **Youth basketball** finished with 219 kids signed up this year (last year we had 165 kids in the program, that's 32% increase!), 35+ volunteer coaches, and 16 staff involved. After 47 parents answered the survey, they gave the program a 4.5/5 overall or 90% satisfaction rate.



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- **Kids in kayaks** is about to finish tomorrow, 3/14, after getting just over 80 4th graders in kayaks at the Salida Hot Springs Aquatic Center.
- Intro to **youth kayaking** finished with 14 participants in February.
- **Adult kayaking** finished with 3 participants in February.
- **Facilities**
 - FIBArk – Flooring starting on Monday 3/18.
 - Scout Hut Restroom – Currently being tiled.
 - Touber – new Council Chambers and Tenderfoot Meeting Room furniture installed.
 - Aquatic Center –
 - Shades – exploring additional shades at the facility.
 - Amenities piping – rebuilding the pump for the fountains after it burned out.
 - Hot water Mainline replacement – Field decision was made to delete the pipe under Holman Ave. and to put that it to the west end of the project.
- **Parks**
 - Marvin Parking Lot Blocks Installed.
 - Added Pergolas to 3 additional picnic tables at Riverside Park.
 - Staff is gearing up for Poncha Blvd landscaping and irrigation installation.
 - Scout wave restoration planning.
 - S-Mtn planting planning.
 - Common ground grant application.
 - Parks staff is working with PW on caboose location improvements.
 - Staff installed new portolet screens at Riverside Park.
 - The unhoused population are continuing to be a challenge in our restrooms.
 - Art Commission to do a mosaic mural at Chisholm Park concrete wall behind playground.
 - Seasonal Jobs are posted!
 - Hollywood Skills area update.

Police

- We are making progress on the hiring process. We currently have two individuals in the background phase of the process. We hope to have it finalized in the next week and should have one person starting as a Community Service and another as a police officer by the mid-April.
- We had 968 calls for service in February. This is significantly higher than normal for February. We are still seeing upward trends in Salida that follow what's happening across the state.
- We have been trying to put a focus on traffic enforcement to reduce the number of traffic accidents. We will see if this leads to any noticeable reduction after a few months of data.
- We are hosting our next Coffee with a Cop on the 26th of March at Brown Dog. We will be there from 7:30 AM until 9:00 AM.

Public Works

- Planning/Engineering/Construction
 - Planning and Construction
 - Streets
 - Oak Street Reconstruction and US-50 SRTS



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- CDOT working on final clearances.
 - Planned bid in spring.
 - CDOT scoping of 291-50 intersection complete with design to start in 2024 through 2025
 - Poncha Blvd
 - April start planned for Holman intersection.
- Utilities
 - Rate Study – Ehlers moving forward on SDF analysis based on Council Work Session comments
 - Poncha Trunk line: Design complete
- Other CIP Items:
 - Caboose restoration in progress
 - Restoration work is near complete
 - Site work including resetting of water fountain, new landscaping, and upgraded fencing underway.
 - Multi-use office space addition underway. Final trim out complete
- Operations
 - Streets
 - Snow plowing and winter maintenance
 - Assistance with MUF trim and doors
 - Sign maintenance and replacements underway
 - Planning downtown light enhancements, prep fencing for caboose move, assist with parking and fencing improvements along City golf course property along Poncha Blvd
 - Utilities
 - Smart meter upgrades underway
 - SCADA communications upgrades are underway at both treatment facilities.
 - WTP staff working on piping repair with Moltz.