



CITY COUNCIL REGULAR MEETING

448 E. 1st Street, Room 190 Salida, Colorado 81201
December 07, 2021 - 6:00 PM

AGENDA

Please register for Regular City Council Meeting

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

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

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

CALL TO ORDER

Pledge of Allegiance

Roll Call

Civility Invocation

Appointment of Mayor Pro-Tem

CONSENT AGENDA

1. Approve Agenda
- [2.](#) Approve November 16, 2021 Minutes
- [3.](#) FIBArk – Salida Lease Agreement
- [4.](#) Master Use Agreement with Chaffee County for SteamPlant Event Center and Scout Hut
- [5.](#) Award Caboose Restoration Project

CITIZEN COMMENT–Three (3) Minute Time Limit

UNFINISHED BUSINESS / ACTION ITEMS

NEW BUSINESS / ACTION ITEMS

- [6.](#) **Resolution 2021-42** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, FINDING THE 141 ANNEX ANNEXATION PETITION TO BE IN SUBSTANTIAL COMPLIANCE WITH STATE STATUTES AND SETTING A PUBLIC HEARING ON SAID PETITION
- [7.](#) **Ordinance 2021-19** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING THE TRANSFER AND CONVEYANCE OF REAL PROPERTY FROM THE CITY OF SALIDA, APPROVING THE TRANSFER AND CONVEYANCE OF REAL PROPERTY TO THE CITY OF SALIDA, AND AUTHORIZING THE EXECUTION OF CERTAIN AGREEMENTS FOR SAID CONVEYANCES, **FIRST READING AND SETTING A PUBLIC HEARING**
- [8.](#) **Ordinance 2021-20** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, REAPPOINTING AND SETTING COMPENSATION FOR CHERYL HARDY-MOORE AS MUNICIPAL COURT JUDGE FOR A TWO YEAR TERM COMMENCING JANUARY 1, 2022, AND RUNNING THROUGH DECEMBER 31, 2023, **FIRST READING AND SETTING A PUBLIC HEARING**

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

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Council Reports

- Critelli, Kasper, Naccarato, Pappenfort, Pollock, Templeton

Mayor Report

Treasurer Report

Attorney Report

Staff Reports

BOCC Report

ADJOURN



City Clerk | Deputy City Clerk

Mayor Dan Shore



CITY COUNCIL REGULAR MEETING

448 E. 1st Street, Room 190 Salida, Colorado 81201
November 16, 2021 - 6:00 PM

MINUTES

CALL TO ORDER

Pledge of Allegiance

Swearing in of Council Members and Mayor

Mayor Dan Shore, Council Members Dominique Naccarato, Justin Critelli, and Harald Kasper took the Oath of Office.

Roll Call

PRESENT

- Council Member Alisa Pappenfort
- Council Member Dominique Naccarato
- Council Member Harald Kasper
- Council Member Jane Templeton
- Council Member Justin Critelli
- Council Member Mike Pollock
- Mayor Dan Shore
- Treasurer Merrell Bergin

Civility Invocation

CONSENT AGENDA

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

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

THE MOTION PASSED.

- Approve Agenda
- Approve November 2, 2021 Minutes
- Elks Lodge Special Event Liquor License
- Salida School District Swim Team Contract

CITIZEN COMMENT—Three (3) Minute Time Limit

Jim Miller, Caleb Hallett, and Paul Byers spoke during Public Comment.

UNFINISHED BUSINESS / ACTION ITEMS

Ordinance 2021-17 AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO AMENDING CHAPTER 6 AND CHAPTER 16 OF THE SALIDA MUNICIPAL CODE CONCERNING SHORT TERM RENTALS, **SECOND READING AND PUBLIC HEARING**

Council Member Critelli recused himself from the discussion.

Mayor Shore opened the Public Hearing.

Jim Miller, Laura Pomerence, and Mike Day gave comment.

The Mayor closed the Public Hearing.

Council Member Kasper moved to approve the Ordinance, Seconded by Council Member Templeton.

Kasper moved to amend the Ordinance by removing the residency requirement and the number of licenses available to an entity along the Highway 50 corridor. Seconded by Council Member Pollock.

Voting Yea: Council Member Kasper, Council Member Pollock

Voting Nay: Council Member Pappenfort, Council Member Templeton, Council Member Naccarato

THE MOTION FAILED.

Pollock moved to amend the Ordinance by only allowing one license to be available a month with County residency preference and to enact a 2 year sunset provision for out of County residents. There was no second.

THE MOTION FAILED.

Returning to the original motion.

Voting Yea: Council Member Pappenfort, Council Member Kasper, Council Member Templeton, Council Member Naccarato

Voting Nay: Council Member Pollock

THE MOTION PASSED.

NEW BUSINESS / ACTION ITEMS

Resolution 2021-41 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING CITIZEN APPOINTMENTS TO THE PLANNING COMMISSION PURSUANT TO SECTION 2-7-10 OF THE SALIDA MUNICIPAL CODE

Council Member Kasper moved to approve the Resolution, Seconded by Council Member Templeton.

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

THE MOTION PASSED.

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Reports were given.

Council Member Kasper moved to approve a street closure petition between Teller and Blake on November 25th conditional upon Department Head approval, Seconded by Council Member Pollock.

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

THE MOTION PASSED.

EXECUTIVE SESSION

For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e); and for a conference with the City Attorney for the purposes of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b), and the following additional details are provided for identification purposes: intergovernmental agreement and relationship, and active Chaffee County Court case.

Council Member Templeton moved to enter into Executive Session, Seconded by Council Member Kasper.

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

THE MOTION PASSED.

Council entered Executive Session at 7:44 p.m. and returned to the regular meeting at 8:30 p.m.

ADJOURN

Adjourned at 8:32 p.m.



City Clerk | Deputy City Clerk

Mayor Dan Shore



CITY COUNCIL ACTION FORM

DEPARTMENT Parks and Recreation	PRESENTED BY Diesel Post - Parks and Recreation Director	DATE December 7, 2021
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ITEM

Consent Agenda
 Council Action: Approve lease for FIBArk boathouse building

BACKGROUND

Currently, the Department of Parks and Recreation occupies 2 offices in the Touber building. As the City population grows, the City administration organization grows. At his point the Department of Parks and Recreation needs a headquarters and office space. FIBArk and the Department of P&R are critical partners in offering the FIBArk festival, youth paddling programs and other water sport events throughout the year. During meetings with FIBArk the idea of P&R using the FIBArk building for administration space was brought up and explored. Both organizations feel that this use mirrors each organization’s mission and would bring life to the building as staff and the community come and go for business and to sign up for recreation programs.

FISCAL NOTE

Monthly rent	\$2400
<u>Sublease offset</u>	<u>-\$1058</u>
Monthly total	\$1342
Maintenance and one-time costs approx.	\$30000
(Upgrading sewer, fixing deck, retro fitting interior, etc.)	

STAFF RECOMMENDATION

To approve entering in a lease agreement with the FIBArk organization for an annual lease of the FIBArk boathouse building.

SUGGESTED MOTION

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

LEASE

This Lease is dated this _____ day of _____, 2021, by and between FIBArk Community Paddling Center ("Landlord") and the City of Salida, Colorado ("Tenant").

BACKGROUND

Landlord is the owner of the following real property: the building located at 240 North F Street, Salida, Colorado; and Landlord desires to lease to Tenant and Tenant desires to lease from Landlord for purposes of City of Salida Parks and Recreation Department administration and programming, space located within the real property, as described more fully below, subject to the terms and conditions contained in this Lease.

AGREEMENT

In consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Premises. Landlord leases to Tenant, and Tenant leases from Landlord, the real property consisting of the building at 240 North F Street, Salida, Colorado, subject to all easements, reservations and restrictions of record, including all city, county, state and federal zoning laws and other use regulations (the "Premises"). The Premises are rented AS IS. Landlord shall furnish Tenant, free of charge, with two (2) keys or the applicable codes for each necessary corridor door entering the Premises. Additional keys will be furnished at a charge by Landlord equal to the cost plus 15% on an order signed by Tenant. All such keys shall remain the property of Landlord. No additional locks shall be allowed on any door of the Premises, and Tenant shall not make, or permit to be made, any duplicate keys, except those furnished by Landlord. Upon termination of this Lease, Tenant shall surrender to Landlord all keys to the Premises.
2. Term. The term of the Lease and Tenant's obligation to pay rent is for twelve (12) months beginning on January 1, 2022 and expiring on December 31, 2022, unless terminated sooner as provided in the Lease.
3. Option to Renew. At the end of the Term as described above, should Tenant remain in whole or partial possession of the Premises for any reason, this Lease will renew on a month-to-month basis unless otherwise agreed-upon. Tenant shall be required to provide Landlord thirty (30) days' written notice that Tenant is vacating the Premises either at the end of the Lease Term or during any extension thereafter.
4. Rent. During the term of the Lease, Tenant shall pay to Landlord rent as follows:
 - a. **Starting on December 1, 2021 and on or before the 1st day of each month thereafter, Tenant shall owe to Landlord monthly rent of \$2,400.00**, for a total obligation of \$28,800.00 over the specified term of the Lease.
 - b. Rent shall be considered late and a default shall enter if rent is not received by the close of business (5:00pm MT) on the 6th calendar day of the month. Any late rent payment or amount

due under this Lease shall bear interest at six percent (6%) per annum from the due date until paid in full.

5. Lease Break Fee. In the event Tenant fails to fulfill the Lease Term, Tenant shall pay to Landlord an additional fee equivalent to one (1) month's rent. This fee is incurred for work taken on by Landlord in finding a new tenant for the unit. The Lease Break Fee shall be paid at the time the Lease is broken and shall be in addition to the security deposit. Additionally, Tenant shall be responsible for any other charges and/or damages to which Landlord may be entitled pursuant to this Lease or applicable law. In the event of a lease break, Tenant shall be responsible for paying the monthly rental rate until the property is rented or until the Lease Term expires, whichever is sooner.

6. Smoke Detectors. **TENANT WAIVES ANY DUTY OF LANDLORD TO INSPECT AND REPAIR SMOKE DETECTORS LOCATED ON THE PREMISES.**

7. Quiet Enjoyment. Landlord covenants that on paying the rent and performing the covenants herein contained, Tenant shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

8. Use. Tenant shall only use the Premises for the purpose of administration and programming for City of Salida Parks and Recreation operations, and related services. Such services shall be consistent with all applicable laws, codes, ordinances, orders, restrictions and other regulations, including, but not limited to, city, county, state and federal laws and regulations. Tenant shall comply with all laws, ordinances, rules, and orders of appropriate governmental authorities affecting the operation and occupancy of the Premises. Tenant shall not keep or have on the Premises anything of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

9. Hours of Operation and Non-Exclusive Use. Tenant shall not conduct business in or on the Premises between the hours of 6:00 P.M. and 6:00 A.M. (mountain time) without the written consent of Landlord. Tenant acknowledges that Landlord retains the right to and in fact intends to use, at times undisclosed to Tenant, the Premises for its routine meetings and programming, and to administer youth paddling events held in the Salida Whitewater Park. Tenant understands that Tenant's use of the Premises as described herein is not intended to be exclusive. Tenant shall not have access to the basement without written consent of Landlord.

10. Condition of the Premises. Tenant acknowledges that it has examined and knows the condition of the Premises. Landlord has made no representations or warranties as to the condition or repair of the Premises or its suitability for Tenant's operations, and Tenant accepts the same in an "AS IS" condition. Tenant understands that the Premises may not currently be compliant with the most current requirements of the Americans with Disabilities Act ("ADA"). Landlord shall not be responsible for the cost of any necessary updates to the Premises to make it ADA-compliant. Should any ADA-compliance-related improvements be necessary on the Premises within the Term of this Lease, Tenant shall be responsible for paying for such improvements. Tenant further agrees that Landlord shall not be responsible for any latent defect or change of condition in the Premises, and the rent hereunder shall in no case be withheld or diminished on account of any defect, change in condition or damage to the Premises unless otherwise expressly provided by law. Upon vacation by the Tenant, Tenant shall ensure

the Premises is in clean condition. Should the Premises not be left in clean condition, Landlord shall be entitled to have the Premises professionally cleaned at Tenant's expense.

Tenant is aware that the plumbing system in the Premises is currently inoperable and that Landlord makes no representations or guarantees that the plumbing will be operable at any time during the Term of this Lease. Tenant has represented that working plumbing is not a necessary fixture to achieve their purpose, and thus Tenant waives any expectation or requirement that Landlord provide working plumbing in the Premises.

11. Licenses, Taxes and Ordinances. Except for property taxes relating to the Premises (other than possessory interest taxes), Tenant shall be responsible for and promptly pay to the proper authorities when due, all applicable licenses and taxes, including, without limitation all unemployment, social security, Medicare, federal, state and local taxes (including possessory interests, if any), assessments, installments of assessments and public charges, both general and special, and occupational licenses accruing during the lease term against the Tenant or its operations. Tenant is responsible for compliance with all city, state and federal ordinances in connection with the conduct of its services and the Premises.

12. Utilities. Landlord will pay utility charges attributable to the Premises, including, and limited to charges for water, heat, electricity, sewage, waste and trash removal. Tenant shall bear the cost of any high consumption electrical machines, including air conditioners and other high or unusual electrical usages.

13. Alterations and Improvements. Tenant shall not make or permit any alterations, additions or improvements to or of any part of the Premises without the written consent of Landlord. Any alterations, additions or improvements to or of said Premises, excepting movable furniture and equipment, whether or not consented to by Landlord, shall on the expiration of the lease term become a part of the realty and belong to Landlord and shall be surrendered with the Premises. This includes specifically but is not limited to window shades, blinds, light fixtures, traverse and curtain rods, locks, towel bars, racks, attached floor covering (including wall-to-wall carpeting), built-in cases and cabinets and equipment or fixtures of a similar nature. If Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense. Upon the expiration or sooner termination of the Term, Tenant shall, upon written demand by Landlord given at least sixty days prior to the end of the lease term, at Tenant's sole cost and expense, forthwith and with all due diligence remove any alterations, additions, or improvements made by Tenant, designated by Landlord to be removed, and Tenant shall, at its sole cost and expense, repair any damage to the Premises caused by such removal.

Tenant shall obtain all certificates, permits, licenses and other authorizations of governmental bodies or authorities which are necessary to permit the construction of the improvements on the demised premises and shall keep the same in full force and effect at Tenant's cost.

Tenant shall negotiate, let, and supervise all contracts for the furnishing of services, labor, and materials for the construction of the improvements on the demised premises at its cost. All such contracts shall require the contractor to guarantee performance and all workmanship and materials installed by it for a period of one year following the date of completion of construction. It is Tenants responsibility to advise the contracted party of this provision prior to any work being commenced on the property.

Tenant shall cause all contracts to be fully and completely performed in a good and workman like manner, all to the effect that the improvements shall be fully and completely constructed and installed in accordance with good engineering and construction practice.

During the course of construction, Tenant shall, at its cost, keep in full force and effect a policy of builder's risk and liability insurance in a sum equal, from time to time, to three times the amount expended for construction of the improvements. All risk of loss or damage to the improvements during the course of construction shall be on Tenant with the proceeds from insurance thereon payable to Landlord.

Upon completion of construction, Tenant shall, at its cost, obtain an occupancy permit and all other permits or license necessary for the occupancy of the improvements and the operation of the same as set out herein and shall keep the same in force.

Should a lien be filed against the Premises or Landlord as a result of Tenant's lease or repairs, Tenant shall cause the lien to be released within 30 days either by payment, settlement, or bonding around the lien. If Tenant fails to have the lien released in 30 days, Tenant shall be in default of the Lease and Landlord may post and charge the premium to Tenant as additional rent. Tenant shall hold harmless and indemnify Landlord, including for Landlord's attorneys' fees incurred in any lien collection process and foreclosure lawsuit or to remove any liens caused by the acts or omissions of Tenant.

All repairs, alterations or additions to said premises made during the term of this Lease shall be and become the property of Landlord and Landlord shall be under no obligation to reimburse Tenant for any sums of money so expended or for value realized in making repairs, alterations, improvements, or other remodeling of the interior or exterior of the Premises, except as agreed by Landlord in writing.

14. Maintenance and Repair. Responsibility to maintain the Premises in good order, condition, and repair are as follows:

As to Landlord: All of Landlord's personal property, exterior roof, exterior walls, foundations and structural portions of the Premises (excluding the plumbing, the condition of which has been outlined above). Electrical systems will be limited to any area outside the heated area of the leased premises.

As to Tenant: All of Tenant's trade fixtures and interior or exterior improvements and signage, floor coverings, interior surface of the ceilings, windows, doors, lights, skylights, interior walls, the interior surfaces of exterior walls, and to the extent located within the Premises - the plumbing fixtures, telecommunications equipment, network cabling, and lighting fixtures. Any items that are the responsibility of Landlord, but damaged by Tenant or Tenant's invitees or guests due to misuse or reckless or intentional acts or omissions, including to notify Landlord of any defect, damage or need for repair. Should any electrical work be necessary, the Tenant, at Tenant's expense, will pay for any electrical work located within the heated area of the leased premises.

In the event that repairs or replacements are needed to be made by Tenant, Tenant shall provide written notice to Landlord who first shall approve the manner of such repair, including the contractor and materials used. In the event of emergency repairs, Tenant shall provide immediate notice to Landlord

of the emergency. If Tenant authorizes emergency repairs without the pre-approval of Landlord, the rear out and replacement of such repairs shall be at the expense of Tenant if such repairs are incongruous and non-conforming to the mechanic's and aesthetics of the Premises.

Landlord provides no security against criminal conduct for the Premises, or Tenant, Tenant's guests, invitees, and licensees. Tenant may install a security system on the Premises at Tenant's sole cost and liability. Landlord will not be required to maintain such system and its functionality and usefulness will be solely up to the Tenant. Should any damage, vandalism, and or theft occur on the Premises, it will be up to the Tenant to provide any relative details to any and all police departments and/or insurance companies.

All repairs, alteration or additions to said premises made during the term of this Lease shall be and become the property of Landlord and Landlord shall be under no obligation to reimburse Tenant for any sums of money so expended in making repairs; alteration or other remodeling of the interior or exterior of said premises shall not be made without consent of the Landlord being first obtained.

15. Indemnity. Landlord shall not be liable to Tenant or any other person for any damage from any cause whatsoever to any real or personal property, irrespective of its ownership, located in or about the Premises, or for any personal injury, damage or death suffered by any person whomsoever in or about the Premises. Tenant agrees to exercise all reasonable care and diligence in the occupation, use, repair and maintenance of the Premises, so as to avoid the causing of any injury or damage to any person or property. To the extent permissible by law, Tenant shall protect and indemnify Landlord and hold Landlord harmless from all claims, demands, damages and liability (including without limitation, attorneys' fees and expenses) to any and all persons arising from damage to property or personal injury occasioned to or sustained in or about the Premises.

16. Insurance.

a. Liability. Tenant shall at its sole cost and expense procure and maintain in force a policy of general public liability insurance insuring the Premises against loss or injury to any person or property arising from Tenant's use and/or occupancy of the Premises and any improvements thereon. Such insurance policy shall be issued by a company authorized to do business in Colorado and shall be in an amount not less than those limits of liability established from time to time for governmental entities under the provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-114. Landlord, at Tenant's sole expense, shall be named insured or additional insured on all insurance policies required under this lease, and such insurance shall act as primary insurance with respect to all claims, injuries or casualties occurring on or to, or arising from, Tenant's occupancy and/or use of the Premises. Tenant shall promptly increase its coverage, if necessary, as required by law and Landlord's failure to inform Tenant of any increased coverage requirements shall not affect Tenant's obligation.

b. Peril. Tenant also shall at its sole cost and expense keep Tenant's personal property located on the Premises insured against loss or damage by reason of fire, vandalism and malicious mischief and such other risks as may be included in the standard form of fire and extended coverage insurance from time to time available in an amount equal to 100% of the replacement value thereof. (Landlord is not providing any insurance for damage or destruction of personal property on or contents of the Premises.) If the Premises are destroyed or substantially damaged by a casualty not covered by Landlord's

insurance, or the Premises are destroyed or rendered untenable to an extent in excess of 25% of the floor area by a casualty covered by Landlord's insurance, then Landlord may elect either to terminate this Lease or to proceed to rebuild and repair the Premises. Landlord shall give written notice to Tenant of such election within 60 days after the occurrence of such casualty. If Landlord elects to rebuild and repair, Landlord shall proceed to do so with reasonable diligence at its sole cost and expense. Landlord's obligation to rebuild and repair shall in any event be limited to restoring the Premises to substantially the condition which existed prior to such casualty, exclusive of any alterations, additions, improvements, fixtures and equipment installed by Tenant.

c. Certificates. Tenant shall annually furnish the Landlord with copies or company-issued certificates of insurance policies obtained by Tenant in compliance with this paragraph, and Tenant shall ensure that Landlord is notified in writing and at least thirty (30) days in advance of any amendment or cancellation of such policy or policies.

17. Remedies In Default. Upon the occurrence of any event of default, and (i) if such default is the failure to pay money due hereunder and the same is not paid within five days after notice thereof from Landlord to Tenant, or (ii) if such default is any event other than the nonpayment of money and the same is not cured within ten days after notice thereof from Landlord to Tenant, Landlord at its option may at any time terminate the Lease and Tenant's rights to possession of the Premises shall cease, and Landlord shall have the right to re-enter and take possession of the Premises, including all improvements. As an alternative remedy, Landlord may at its election, and without terminating the Lease, re-enter the Premises and take possession thereof and shall thereafter have the right to relet the Premises, or parts thereof, for such rental and upon such other terms and conditions as Landlord may deem advisable, with the right to make alterations and repairs to the Premises, and no such reentry or taking of possession shall be construed as an election on Landlord's part to terminate the Lease. In such event, Tenant shall continue to pay all sums due hereunder until the end of the lease term, whether or not the Premises have been relet, reduced by the net proceeds received by Landlord from the reletting of the Premises, after deducting all expenses incurred by Landlord, including all repossession costs, attorneys' fees, real estate commissions, alteration costs and other expenses incurred in preparation for reletting. The rights and remedies reserved by Landlord hereunder shall be construed as cumulative and as continuing rights. No right or remedy shall be exhausted by the exercise thereof or of another on one or more occasions.

18. Assignment and Subletting. Tenant shall neither voluntarily nor by operation of law assign, transfer, hypothecate or encumber the Lease or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, and shall not permit any other person to occupy or use the Premises or any Portion thereof without the prior written consent of Landlord, and a consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person.

19. Subordination. Landlord shall have the right to sell, assign, transfer, convey, mortgage and/or pledge in whole or in part the Premises, the Lease and all rights existing and to exist hereunder. The Lease and the rights of the Tenant hereunder shall be subject and subordinate to all instruments executed and to be executed in connection with the exercise of such rights by Landlord, including without limitation the lien of any mortgage, deed of trust or security agreement now or hereafter placed upon the Premises.

Landlord:

FIBARK COMMUNITY PADDLING CENTER

By: _____

FIBArk Community Paddling Center

Board of Directors

Tenant:

CITY OF SALIDA

By: _____

Name:

Title:



CITY COUNCIL ACTION FORM

Department Arts and Culture	Presented by Michael Varnum - Arts and Culture Director	Date December 3, 2021
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ITEM

Master Use Agreement with Chaffee County for SteamPlant Event Center and Scout Hut

BACKGROUND

Chaffee County Health Dept has requested this agreement because of the frequent use of the facilities run by the department.

FISCAL NOTE

The rates are the same “rack” rate as set forth by the City Council and administered by the Arts & Culture Dept.

STAFF RECOMMENDATION

We have sent a draft recommendation to legal representative and received appropriate feedback.

SUGGESTED MOTION

Approve agreement as set forth for overarching arrangement with the caveat that requested dates are only approved when available and for the posted “rack” rates.

USE AGREEMENT

THIS AGREEMENT entered into this ___ day of _____, 2021, by and between **THE CITY OF SALIDA, COLORADO**, a statutory city and municipal corporation, hereinafter referred to as “City”, and the **CHAFFEE COUNTY**, hereinafter referred to as “User”.

WHEREAS, User is a community-based organization providing County services; and,

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

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

1. **Description of Property:** City agrees to allow User to utilize the SteamPlant Event Center, located at 220 W. Sackett Avenue, and the Scout Hut, located at 210 E. Sackett Avenue, both 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:** User represents that the Property are being used for the purpose of conducting meetings or County community events.
3. **Term:** The term of the agreement shall be for one (1) year starting from the date of approval of this agreement or until terminated by either party. As long as User is in compliance with the terms and conditions of this agreement, this agreement shall be automatically renewed on an annual basis thereafter. Either party may terminate this agreement upon thirty (30) days written notice, with or without cause.
4. **Rate:** User will use the SteamPlant Event Center and the Scout Hut at an hourly rate, as provided in the “Room Rental Fees,” attached hereto as “Exhibit A” to this Agreement.
5. **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.
6. **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.
7. **Maintenance:** City reserves the right to close the Property for maintenance at its sole discretion. City will attempt to give reasonable notice of closure.

8. **Indemnification:** The City shall have no responsibility for the safety and or security of any person participating in the use of the property by User. To the extent permitted by law, 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.
9. **Insurance:** 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 Chaffee County, and with the City being listed as the Additional Insured on a primary and noncontributory basis. User shall provide a copy of the Certificate of Insurance to the City upon the execution of this agreement.
10. **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, all rules and requirements of the Police and Fire Departments or other municipal authorities of the City of Salida. 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.
11. **Days and Hours of Operation:** The hours and facilities available for this program will be determined by the parties based upon schedules provided by User and submitted in advance to the City Administrator or the City Director of Parks and Recreation.
12. **Damage to Property:** If the designated Property, or 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. User shall be responsible to maintain order and protect persons and property.
13. **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.
14. **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. To the extent permitted by law, User hereby expressly releases the City from and agrees to indemnify the City against any and all claims for such loss, damage, or injury.

- 15. **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 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: _____
Drew Nelson, City Administrator

**CHAFFEE COUNTY
BOARD OF COUNTY COMMISSIONERS (“User”)**

By: _____
Greg Felt, Acting Chair



2021 Fees and Charges – Arts and Culture

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

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

Audio/Visual Amenities	
A/V System per space (projector, 2 wireless microphones)	\$75
Plaza Sound System (up to 2 wireless microphones)	\$75
Projector/Screen	\$75
Conference Phone	\$25
Concert Sound	TBD per event
Dishware/Linen Amenities (for rent on SteamPlant property only)	
Dinner Plates	\$0.45/piece
Dessert/Salad Plates	\$0.35/piece
Silverware (fork, spoon, butter/steak knife)	\$0.35/piece
Table Linens	\$10.00+/linen
Miscellaneous Amenities	
Heat Lamps	\$75/lamp
Ceremony Arbor	\$100
Marketing/Ticketing for Events	
Ticket Sales Administration Fee	\$25 per event
Online Marketing Package	\$100 per event
Color Poster Printing	\$1 or \$2 per poster depending on size.
Staffing Personnel	
Sound Technician	\$30 per hour with 3-hour minimum
Lighting Technician	\$30 per hour with 3-hour minimum
Load-in/out Crew	\$30 per hour per crew member
Security Officer(s)	Hourly rate varies
Bartender(s)	\$35 per hour with 2-hour minimum
Event Coordinator for Wedding Rehearsal	\$35 per hour



CITY COUNCIL ACTION FORM

DEPARTMENT Public Works	PRESENTED BY David Lady - Public Works Director	DATE December 7, 2021
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ITEM

Council Action – Award Caboose Restoration Project

Consent Agenda

BACKGROUND

The caboose located at the north end of F Street is a Registered Local Landmark that has become a staple fixture within the community. It is one of the remaining remnants of Salida’s 140 years of railroad history. The Salida City Council has desired for this landmark to be restored and staff along with several instrumental community members have made progress in completing planning efforts to support that effort over the past several years.

In 2018, the City was awarded a \$4,800 grant from the State Historical Fund (SHF) to complete a Historical Structural Assessment of the caboose. In 2019, the City was awarded a \$11,800 grant from the SHF to perform the design documents necessary for restoration work and pricing. This portion of the project was completed in 2020. The City applied for subsequent grants from the SHF in 2020 and 2021 for a portion of the restoration. These grants were not awarded. The SHF provided additional information indicating that grant funding has been limited for these types of projects due to revenue supporting these programs.

Over the past two years, staff and Barbara Darden (preservation architect working on the project) have worked with Klinke & Lew Contractors out of Silverton, Colorado to identify construction feasibility, design considerations, and preparing a detailed proposal to perform the work. Narrow gauge train car restoration is a specialized service due to the limited historical knowledge and techniques necessary to fabricate the cast iron parts and other processes necessary for restoration. Few contractors across the Country offer these services. Klinke & Lew in Silverton specialize in this work and have completed similar projects for different train organizations and communities across the state.

Staff has been able to work with another narrow gauge enthusiast in the Monte Vista area to obtain much of the cast iron components necessary to complete the restoration. The acquisition of these parts has provided a considerable costs savings from original proposed costs.

The restoration of the caboose would require it to be temporarily relocated to Silverton. It is anticipated to take a year but is dependent on availability of materials. During that time, a display will be constructed by staff at the location of the caboose site. Jim Dixon (former Mayor) has proposed a design for a display which would also contain updates of the restoration progress.



CITY COUNCIL ACTION FORM

DEPARTMENT Public Works	PRESENTED BY David Lady - Public Works Director	DATE December 7, 2021
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**D&RGW Caboose - Salida
SHF#2020-M2-012 Construction Documents
Deliverable 3 - Historic Photos
Longitudinal Elevation
Circa 1920s**

FISCAL NOTE

A budget allocation of \$150,000 is included in the 2022 budget under the Capital Improvement Fund and listed as:
- Caboose Restoration (32-54-6080-3)

CONSTRUCTION CONTRACT	\$ 150,000.00
CONTINGENCY AND PROFESSIONAL SERVICES (10%)	\$ 15,000.00
ESTIMATED LOADING AND TRANSPORT (2X)	\$ 10,000.00
TOTAL PROJECT BUDGET	\$ 175,000.00

STAFF RECOMMENDATION

Staff is recommending award of a contract for the Caboose Restoration Project and authorizing the City Administrator to enter into an Agreement between the City of Salida and Klinke & Lew Contractors in the amount of **\$150,000.00** with a total project budget of \$175,000.00.

SUGGESTED MOTION

A Council member should make the motion to “combine and approved items on the consent agenda.”



CITY COUNCIL ACTION FORM

DEPARTMENT Planning	PRESENTED BY Kristi Jefferson - Senior Planner	DATE December 7, 2021
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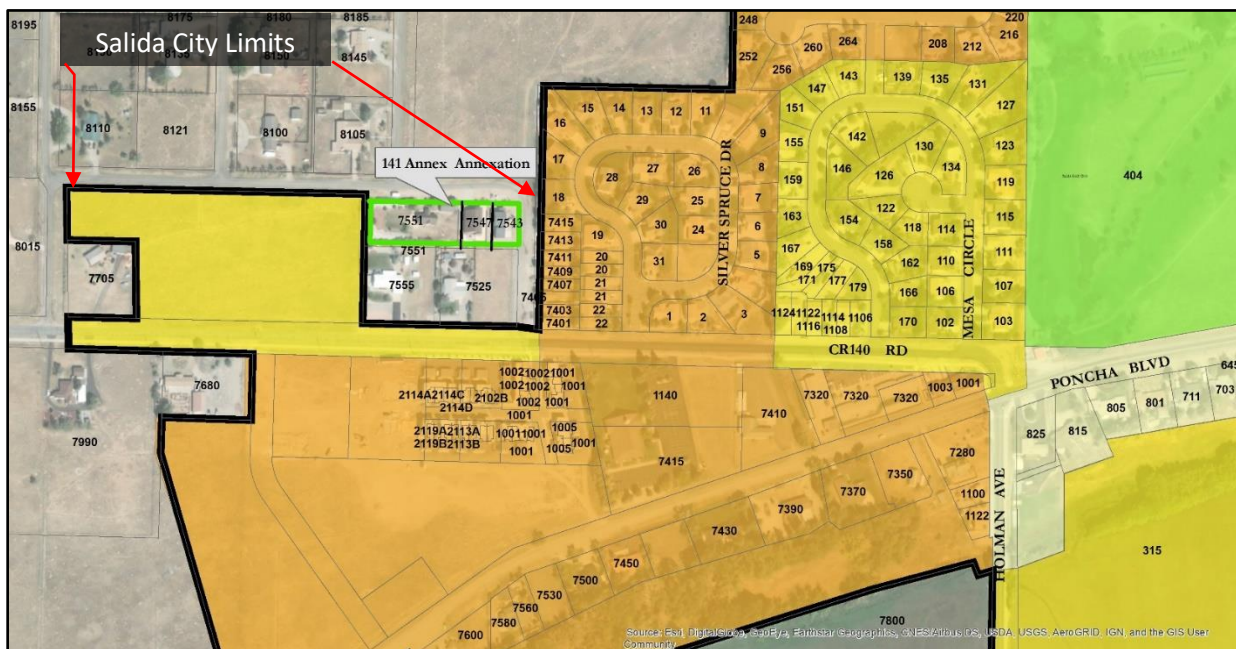
ITEM

Resolution 2021-42: A resolution declaring the 141 Annex Annexation is in substantial compliance with city ordinances and state statutes and setting a public hearing for February 1, 2022.

BACKGROUND

On December 04, 2018 City Council approved the Love Pre-Annexation agreement with Resolution 2018- 52. Section 4 of the agreement requires the owners of Lots 1, 2 and 3 to annex their properties within 60 days when they become eligible, via contiguity. The parcels became eligible with the Upchurch Annexation, which was approved by Council on April 20, 2021, and the annexation plat was recorded and effective on July 2, 2021.

The applicants requested an extension to the 60 day timeline due to their surveyor needing time to complete the 141 Annex Annexation plat. An extension was granted and the applicants were required to file the petition for Annexation by October 28, 2021. On October 21, 2021 staff received the complete application from Jeff Kriebel, Thomas Clegg and Wendell Winger to annex their properties located at 7543 C.R. 141, 7547 C.R. 141 and 7551 C.R. 141. A conceptual review meeting was not required with this application since the pre-annexation agreement required the annexation application.





CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	December 7, 2021

When annexing a property the City must follow state statutes for contiguity and process requirements. The steps and standards include:

- 1/6th of the perimeter of a proposed annexation must be contiguous with the City of Salida;
- Staff reviews the petition for compliance with city and state statutes and Council adopts a resolution stating the petition is valid and sets a public hearing date that is no less than 30 days and no greater than 60 days from the resolution date;
- The public hearing is advertised in the newspaper for four consecutive weeks;
- The Planning Commission holds a public hearing to review the annexation and recommend the zoning designation of the property;
- Council holds the public hearing on the annexation;
- Council adopts a resolution stating the proposed findings on the annexation;
- Council approves an annexation agreement; and
- Council holds a public hearing on the proposed zoning.

FISCAL NOTE

STAFF RECOMMENDATION

Staff finds the proposed annexation in substantial compliance with city and state statutes and recommends Council adopt the proposed resolution setting a public hearing for February 1, 2022.

SUGGESTED MOTION

A Council person should make a motion to “approve Resolution 2021-42 declaring the 141-Annex Annexation is in substantial compliance with city ordinances and state statutes and setting a public hearing for February 1, 2022.”

Attachment: Resolution 2021-42
Love Pre-Annexation Agreement

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 42
SERIES OF 2021**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, FINDING THE 141 ANNEX ANNEXATION PETITION TO BE IN SUBSTANTIAL COMPLIANCE WITH STATE STATUTES AND SETTING A PUBLIC HEARING ON SAID PETITION.

WHEREAS, in October of 2021, Jeff Kriebel, Thomas Clegg and Wendell Winger filed a General Development Application (the “Petition”) to commence proceedings to annex to the City of Salida (the “City”) a certain unincorporated tract of land comprised of 1.358 acres located at located at 7543 C.R. 141, 7547 C.R. 141 and 7551 C.R. 141 in the County of Chaffee, State of Colorado (the “Property”), and being more particularly described on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, after review of the annexation Petition and map, the City planning staff advised the City Council that the Petition and map are in substantial compliance with the state statutes, as required by C.R.S. § 31-12-101 *et seq.*; and

WHEREAS, the Petition alleges as follows:

1. It is desirable and necessary that the territory described above be annexed to the City of Salida, Colorado.
2. The requirements of C.R.S. § 31-12-104, as amended, exist or have been met, including without limitation the following:
 - a. Not less than 1/6th of the perimeter of the area proposed to be annexed is contiguous with the City of Salida, Colorado.
 - b. A community of interest exists between the area proposed to be annexed and the City of Salida, Colorado.
 - c. The area proposed to be annexed is urban or will be urbanized in the near future.
 - d. The area proposed to be annexed is integrated with or is capable of being integrated with the City of Salida, Colorado.
3. The requirements of C.R.S. § 31-12-105, as amended, exist or have been met, including without limitation the following:
 - a. In establishing the boundaries of the area proposed to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - i. has been divided into separate parts or parcels without the written consent of the landowner or landowners thereof.

- ii. comprising twenty (20) acres or more (which together with buildings and improvements situated thereon having a valuation for assessment in excess of \$200,000.00 for ad valorem tax purposes for the year preceding the proposed annexation), has been included without the written consent of the landowners.
- b. No annexation proceedings have been commenced for the annexation to a municipality other than the City of Salida, Colorado, of all or part of the territory proposed to be annexed.
- c. The annexation proposed in the Petition will not result in the detachment of area from any school district and the attachment of the same area to another school district.
- d. The annexation proposed in the Petition will not have the effect of extending the municipal boundary of the City of Salida more than three (3) miles in any direction from any point on the current municipal boundary of the City in any one year; and

WHEREAS, the City finds that the Petition is in compliance with Salida Municipal Code (SMC) §§ 16-9-10 through 16-9-40; and

WHEREAS, the City has or will have in place a plan meeting the requirements of C.R.S. §31-12-105(e) prior to the effective date of the proposed annexation; and

WHEREAS, no election for annexation of the area proposed to be annexed to the City of Salida has been held in the preceding twelve (12) months; and

WHEREAS, the signers of the Petition are the owners of one hundred percent (100%) of the territory proposed to be annexed, exclusive of public streets and alleys; and

WHEREAS, the annexation to the City of Salida, Colorado of the area proposed to be annexed will not result in a change of county boundaries; and

WHEREAS, the names and mailing addresses of the signers of the Petition and date of signing are included in the Petition, and the legal descriptions of the land owned by Petitioner is attached to the Petition. No signature on the Petition is dated more than 180 days prior to the date of filing of the Petition for annexation with the City Clerk; and

WHEREAS, the Petition is accompanied by four (4) or more copies of an Annexation Map containing, among other things, the following information:

1. A written legal description of the boundaries of the area proposed to be annexed to the City of Salida, Colorado;
2. The boundary of the area proposed to be annexed to the City of Salida, Colorado;

3. Within the annexation boundary map, a showing of the location of each ownership tract in un-platted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks; and
4. Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the City of Salida, Colorado; and

WHEREAS, none of the area proposed to be annexed to the City of Salida, Colorado, is presently a part of any incorporated city, city and county, or town, and is not contiguous to any other incorporated city, city and county, or town; and

WHEREAS, it appears that the Petition filed as aforesaid is in substantial compliance with the requirements of the Municipal Annexation Act of 1965, C.R.S. § 31-12-107(1), as amended.

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

1. The City incorporates the foregoing recitals as findings by the City Council.
2. The Petition is in substantial compliance with the requirements of the Municipal Annexation Act of 1965, C.R.S. § 31-12-107(1), as amended.
3. The City Council of the City of Salida, Colorado, will hold a hearing upon the Petition for the purpose of determining and finding whether the area proposed to be annexed meets the applicable requirements of C.R.S. § 31-12-104, § 31-12-105, and SMC §§ 16-9-10 through 16-9-40, all as amended, and is considered eligible for annexation. The hearing shall be held on February 1, 2022 commencing at the hour of 6 p.m. in the City Council Chambers, 448 East First Street, Salida, Colorado.
4. Any person may appear at such hearing and present evidence upon any matter to be determined by the City Council of the City of Salida, Colorado.

RESOLVED, APPROVED AND ADOPTED this 7th day of December, 2021.

CITY OF SALIDA, COLORADO

Dan Shore, Mayor

[SEAL]
ATTEST:

City Clerk/Deputy City Clerk

EXHIBIT A

Lots 1, 2 and 3, 141 Annex Minor Subdivision located in the SE1/4 SW1/4 of Section 31, Township 50 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado, together with a portion of Chaffee County Road 141 lying adjacent easterly of said lot 3, all being more particularly described as follows:

Beginning at the southwest corner of Lot 1 of 141 Annex Minor Subdivision per plat filed under Reception no. 447958, Chaffee County, Colorado;

Thence north $01^{\circ}12'40''$ East 124.48 feet to the Northwest corner of said lot 1;

Thence south $88^{\circ}47'30''$ East along the North boundaries of Lots 1, 2 and 3 of said 141 Annex Minor Subdivision, 414.86 feet to the Northeast corner of said Lot 3;

Thence continuing South $88^{\circ}47'30''$ East 60.0 feet to the westerly boundary of Cochetopa Estates, a subdivision in the City of Salida and being a point on the East right-of-way boundary of Chaffee County Road 141;

Thence south $01^{\circ}01'22''$ West along said west subdivision and east county road boundary, 124.48 feet;

Thence North $88^{\circ}47'30''$ West 60.0 feet to the Southeast corner of said Lot 3 of 141 Annex Minor Subdivision;

Thence North $88^{\circ}47'30''$ West along the South Boundaries of Lots 3, 2 and 1 of said 141 Annex Minor Subdivision, 415.26 feet to the point of beginning

Also known by the following addresses:

7543 County Road 141, Salida, CO 81201

And assessor's schedule or parcel number: 368131300073

7547 County Road 141, Salida, CO 81201

And assessor's schedule or parcel number: 368131300072

7551 County Road 141, Salida, CO 81201

And assessor's schedule or parcel number: 368131300071

447915

447915 1/3/2019 8:05 AM
3 of 8 RESC R\$48.00 D\$0.00

Lori A Mitchell
Chaffee County Clerk

**PRE-ANNEXATION AGREEMENT
7551 County Road 141**

THIS AGREEMENT is made and entered into this 4th day of December, 2018, by and between the CITY OF SALIDA, COLORADO, a municipal corporation (hereinafter "City"), and BRADLEY J. AND SANDRA L. LOVE as the owner of the real property described hereafter (hereinafter "Owner");

WITNESSETH:

WHEREAS, Owner is the owner of certain real property located 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 not eligible for annexation and lies within the City of Salida Municipal Services Area; 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

WHEREAS, the City of Salida has entered into an intergovernmental agreement (IGA) with Chaffee County, adopted by Resolution 2010-10 on February 16, 2010, wherein the City cooperates with Chaffee County in the review of land use applications within the Municipal Services Area; and

WHEREAS, paragraph 4.4 of said IGA describes the process for review of land uses within the Municipal Planning Area that will not be immediately annexed including joint review, approval by the County and the development will be subject to some or all of the city development standards as agreed upon in the pre-annexation agreement; and

WHEREAS, the Chaffee County Board of Commissioners approved the 141 Annex (Love Family) Minor Subdivision, consisting of 1.35 acres and three lots on November 13, 2018; 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.

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 agrees to provide Owner with municipal water and sewer services to the Property for residential uses at in-City rates. City water and sewer services are adjacent to the Property and Owner agrees to extend and connect to City water and sewer at the then applicable in-City rates.

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 including, but not limited to, main and service line extensions within the right-of-way of County Road 141 for the length of the property, approximately 477 feet and terminate the sewer at a manhole and water with a fire hydrant per city standards. At or 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.

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 prior to or contemporaneous with any additional development of the Property to the extent permitted by law. The Owner further agrees that at such time as the Property is eligible for annexation, Owner shall within sixty (60) days of becoming eligible for annexation file a petition for annexation of the Property.

5. 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.

6. Existing Uses. The Property is currently zoned residential and the Owner intends to continue to use it for that purpose.

7. Payment of Fees. Owner agrees to pay at the time of building permit all applicable fees for the Property in the amounts set forth pursuant to the Salida Municipal Code, or as hereafter amended, namely the building plan review; water and sewer system development fees; and the Fair Contribution to School Sites per Section 16-6-140 of the Salida Municipal Code (SMC) which are currently \$354 per unit. Notes shall be affixed to the subdivision plat describing this requirement.

8. Inclusionary Housing. The applicant volunteers and agrees to deed restrict one residential living unit within the subdivision for occupancy by a household earning 80% or less of the Area Median Income (AMI), either as a rental or by ownership in conformance with Article XIII, of Chapter 16 of the SMC. This requirement may be met through one of the following means:

- a. Provide the deed restricted unit within the subdivision that is consistent and compatible in exterior design with the other non-restricted units in the subdivision; or
- b. Provide an in-lieu fee equal to the lessor of \$7,874 or \$3.94 per the total habitable square footage of each of the principal residences to be constructed

within the subdivision at the time of issuance of a building permit for such residences.

A note shall be affixed to the subdivision plat describing the inclusionary housing requirement.

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. 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.

13. 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).

447915

Lori A Mitchell
Chaffee County Clerk

447915 1/3/2019 8:05 AM
8 of 8 RESC R\$48.00 D\$0.00

141 ANNEX MINOR SUBDIVISION

LOCATED IN THE
SE 1/4 SW 1/4 OF SECTION 31, TOWNSHIP 60 NORTH, RANGE 9 EAST, N.M.P.M.
CHAFFEE COUNTY, COLORADO

LOT 1
152.00 SQ. FT.
0.35 ACRES

LOT 2
140.00 SQ. FT.
0.32 ACRES

LOT 3
140.00 SQ. FT.
0.32 ACRES

OWNERS: MARLA MURDOCK, SOPHIE ARNOLD, PAUL G. KEY TRUST, RONALD GRANWELL, WILLIAM SMITH, JAMES L. TREAT.

ROADS: CHAFFEE COUNTY ROAD 141, SPRUCE STREET, CHAFFEE COUNTY ROAD 140.

ADJACENT: LOT 17 ADAM MYERS III, LOT 18 WAKKEN JOHNSON, CITY OF SALIDA CORPORATION LINE, COCHETOPA ESTATES.

LEGEND:
 - BOUNDARY AS SHOWN WITH A 1" ALUMINUM CAP STAMPED "1998"
 - BOUNDARY AS SHOWN WITH A 1/4" IRON ROD STAMPED "1998"
 - BOUNDARY AS SHOWN WITH A 1/2" IRON ROD STAMPED "1998"
 - BOUNDARY AS SHOWN WITH A 3/4" IRON ROD STAMPED "1998"
 - BOUNDARY AS SHOWN WITH A 1" IRON ROD STAMPED "1998"
 - BOUNDARY AS SHOWN WITH A 1 1/2" IRON ROD STAMPED "1998"
 - BOUNDARY AS SHOWN WITH A 2" IRON ROD STAMPED "1998"
 - BOUNDARY AS SHOWN WITH A 3" IRON ROD STAMPED "1998"
 - BOUNDARY AS SHOWN WITH A 4" IRON ROD STAMPED "1998"
 - BOUNDARY AS SHOWN WITH A 5" IRON ROD STAMPED "1998"
 - BOUNDARY AS SHOWN WITH A 6" IRON ROD STAMPED "1998"
 - BOUNDARY AS SHOWN WITH A 7" IRON ROD STAMPED "1998"
 - BOUNDARY AS SHOWN WITH A 8" IRON ROD STAMPED "1998"
 - BOUNDARY AS SHOWN WITH A 9" IRON ROD STAMPED "1998"
 - BOUNDARY AS SHOWN WITH A 10" IRON ROD STAMPED "1998"

CERTIFICATE OF OWNERSHIP AND OWNERS' PUBLIC DEDICATION OF ROADWAYS:
 THE UNDERSIGNED CERTIFY THAT THEY ARE ALL OF THE OWNERS, MORTGAGEES AND LIEN HOLDERS OF THE FOLLOWING DESCRIBED PROPERTY:
 Part of the Southwest Quarter of the Southwest Quarter (SE 1/4 SW 1/4) of Section 31, Township 60 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado, described by metes and bounds as follows:
 Commencing at a point on the northern right-of-way line of State Highway No. 242 from Chaffee County Road 140 from whence the South Quarter corner of said Section 31 bears South 29°00' East a distance of 322.20 feet thence Northerly and of right angles to the northern right-of-way line of said State Highway No. 242 from Chaffee County Road 140 a distance of 200.00 feet to the point of beginning of the line of land hereby conveyed thence Northerly and parallel with said northern right-of-way line of said State Highway No. 242 from Chaffee County Road 140 a distance of 475.4 feet thence Northerly and of right angles to the east corner a distance of 140.00 feet thence Easterly and parallel to said State Highway No. 242 from Chaffee County Road 140 a distance of 475.4 feet thence Southerly and of right angles to the east corner a distance of 140.00 feet to the point of beginning.
 TOGETHER with a perpetual right-of-way for all purposes, including but not limited to, the right of ingress and egress to and from the above described and conveyed premises and utility lines and pipes whether above or below the surface, and the easement thereunto as described by metes and bounds as follows:
 Beginning at a point on the northern right-of-way line of State Highway No. 242 from Chaffee County Road 140 from whence the South Quarter corner of said Section 31 bears South 29°00' East a distance of 322.20 feet thence Northerly and of right angles to the northern right-of-way line of said State Highway No. 242 from Chaffee County Road 140 a distance of 200.00 feet thence Easterly and of right angles a distance of 40 feet thence Southerly and of right angles to the east corner and to the said northern right-of-way line of said State Highway No. 242 from Chaffee County Road 140 a distance of 200 feet to the said northern right-of-way line of said State Highway No. 242 from Chaffee County Road 140 thence thence along said right-of-way of said State Highway No. 242 from Chaffee County Road 140 a distance of 40 feet to the point of beginning.
 NOTE: The Northern 71 feet of above described parcel is shown as dedicated to public on Plat of Shawano Vista Subdivision, and DO HEREBY LAY-OUT, PLAT AND SUBDIVIDE THE ABOVE DESCRIBED PROPERTY INTO THREE (3) LOTS, WITH BOUNDARIES, DIMENSIONS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND STYLE OF:
 141 ANNEX MINOR SUBDIVISION
 LOCATED IN THE
 SE 1/4 SW 1/4 OF SECTION 31, TOWNSHIP 60 NORTH, RANGE 9 EAST, N.M.P.M.
 CHAFFEE COUNTY, COLORADO
 THE UNDERSIGNED OWNERS OF THE SUBDIVISION HEREBY DEDICATE AND GRANT TO CHAFFEE COUNTY FOR PUBLIC USE, THE PERPETUAL, UNRESTRICTED USE OF THE 110 FOOT STRIP OF LAND ALONG THE NORTH BOUNDARY OF THE TRACT, HEREIN SHOWN AS INCLUDED WITHIN THE PROPERTY AS DESCRIBED ABOVE BUT NOTED AS PREVIOUSLY DEDICATED TO THE PUBLIC BY SALIDA GAS COMPANY AND SHOWN AS SHOWN ON THE PLAT OF SHAWANO VISTA SUBDIVISION, CHAFFEE COUNTY, COLORADO, FROM RIGHT-OF-WAY TO 100 A PORTION OF CHAFFEE COUNTY ROAD NO. 141.
 AND THE LOTS ARE SUBJECT TO PUBLIC UTILITY EASEMENTS AS SHOWN ON THIS PLAT.

ACKNOWLEDGEMENT:
 I, JAMES L. TREAT, REGISTERED SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE PROPERTY DEDICATED AND SHOWN ON THIS PLAT AND FOUND TITLE VESTED IN BRADLEY J. LOVE AND SANDRA L. LOVE, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES, EXCEPT:

LAND SURVEYOR'S STATEMENT:
 I, MICHAEL E. HENDERSON, A REGISTERED LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION AND IS BASED ON A REGISTERED LAND SURVEY OF THE PROPERTY AND THE LOTS AS SHOWN AND DESCRIBED HEREON, WHICH SURVEY WAS PERFORMED UNDER MY RESPONSIBLE CHARGE AND THAT SAID SURVEY AND PLAT ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.
 DATED THIS _____ DAY OF _____ 2016.

GENERAL LAND SURVEYOR'S NOTES:
 1. PROPERTY DESCRIPTION BASED ON CERTIFICATE OF OWNERSHIP AND ENGINEERING RECORDS PREPARED BY CHAFFEE AND FISHER INC. DATED MAY 16, 2006.
 2. NO TITLE COMMITMENT HAS PROVIDED BY THE OWNER AND RECORD EASEMENT RESEARCH HAS NOT REQUESTED OR PERFORMED.
 3. DOTTED LINES ARE BASED ON AFFIDAVIT PROPERTY DESCRIPTION AND ON THE LOCATIONS OF THE RECOVERED SURVEY MONUMENTS SHOWN AND DESCRIBED HEREON.

APPROVAL AND ACCEPTANCE BY THE BOARD OF COMMISSIONERS OF CHAFFEE COUNTY:
 THE BOARD OF COUNTY COMMISSIONERS OF CHAFFEE COUNTY, COLORADO DOES HEREBY APPROVE AND ACCEPT THIS PLAT OF THE ANNEX MINOR SUBDIVISION SUBJECT TO THE CONDITIONS OF REGISTRATION _____ REGISTERED AT RECEPTION NO. _____ AND THE DEDICATION TO THE PUBLIC OF ROAD RIGHT-OF-WAY AND UTILITY EASEMENTS, AS SHOWN ON THIS PLAT. IS HEREBY APPROVED AND ACCEPTED BY THE BOARD OF COUNTY COMMISSIONERS OF CHAFFEE COUNTY ON THIS _____ DAY OF _____ 2016. CHAFFEE COUNTY ROAD NO. 141 IS MAINTAINED AS A ROADWAY IN THE CHAFFEE COUNTY ROAD SYSTEM.

COUNTY CLERK & RECORDER'S CERTIFICATE:
 THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF CHAFFEE COUNTY, COLORADO, AT _____ ON THIS _____ DAY OF _____, A.D. 2016.
 RECEPTION NO. _____

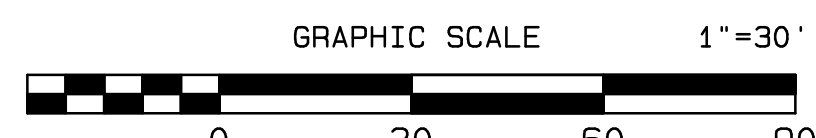
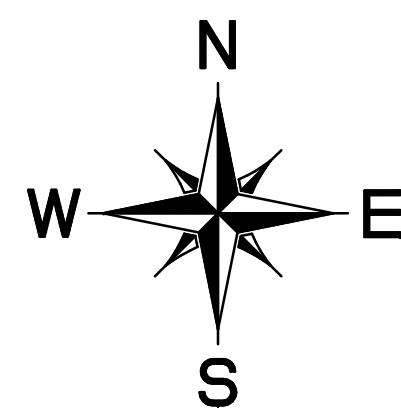
CHAFFEE COUNTY CLERK & RECORDER

CHAFFEE COUNTY BOARD OF COUNTY COMMISSIONERS
 CHAFFEE COUNTY, COLORADO

141 ANNEX MINOR SUBDIVISION
 SE 1/4 SW 1/4 OF SECTION 31, TOWNSHIP 60 NORTH, RANGE 9 EAST, N.M.P.M.
 CHAFFEE COUNTY, COLORADO
 MICHAEL E. HENDERSON
 REG. L.S. NO. 5011
 STATE OF COLORADO
 DRAWN BY: J. L. TREAT
 CHECKED BY: M. E. HENDERSON
 DATE: 8/23/18
 DRAWING NO.: L-18-66

141 ANNEX ANNEXATION

LOCATED IN THE
SE 1/4 SW 1/4 of SECTION 31, TOWNSHIP 50 NORTH, RANGE 9 EAST, N.M.P.M.
CHAFFEE COUNTY, COLORADO



DIRECTIONS ARE BASED ON THE BEARING N88°47'30"W BETWEEN RECOVERED REBAR MONUMENTS AT THE SE AND SW CORNERS OF THE TRACT, AS SHOWN AND DESCRIBED HEREON.

LEGEND:

- DENOTES A RECOVERED 5/8" REBAR WITH A 1" ALUMINUM CAP STAMPED '1776'.
- DENOTES A PREVIOUSLY RECOVERED 5/8" REBAR WITH A 1 3/4" STEEL DISC STAMPED '8763'.
- DENOTES A 5/8"x24" REBAR WITH A 1 1/2" ALUMINUM CAP STAMPED LS 16117, PREVIOUSLY SET.
- DENOTES AN OVERHEAD ELECTRIC POWER LINE.
- DENOTES AN OVERHEAD TELEPHONE LINE.
- DENOTES AN OVERHEAD TELEVISION LINE.
- DENOTES A CITY OF SALIDA SEWER LINE.
- DENOTES A CITY OF SALIDA WATER LINE.
- DENOTES A FENCE.
- DENOTES CITY OF SALIDA CORPORATION LINE.

141 ANNEX ANNEXATION TO THE CITY OF SALIDA CERTIFICATION:

WHEREAS THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO HAS BEEN PRESENTED WITH AN APPLICATION TO ANNEX THE TERRITORY DESCRIBED HEREIN BY WENDELL D. WINGER (LOT 1), THOMAS D. CLEGG AND LAURA J. CLEGG (LOT 2), AND JEFFREY KRIEBEL AND STACIA KRIEBEL, THE OWNERS OF 100% OF THE AREA TO BE ANNEXED, EXCLUDING PUBLIC RIGHT-OF-WAY; AND

WHEREAS, THE CITY COUNCIL BY RESOLUTION ADOPTED _____, 202____, DETERMINED THAT THE ANNEXATION APPLICATION SUBSTANTIALLY COMPLIED WITH THE REQUIREMENTS OF SECTION 38-12-107(1), C.R.S.; AND

WHEREAS, AFTER PUBLISHED NOTICE AND PUBLIC HEARING ON _____, 202____, AS REQUIRED BY SECTION 31-12-103, C.R.S., THE CITY COUNCIL ADOPTED RESOLUTION NUMBER _____ (SERIES OF 202____), DETERMINING THAT THE ANNEXATION SATISFIED THE REQUIREMENTS OF SECTION 31-12-104 AND 105, C.R.S., AND THAT AN ANNEXATION ELECTION WAS NOT REQUIRED; AND

WHEREAS, ON _____, 202____, THE CITY COUNCIL ADOPTED ORDINANCE NUMBER _____ (SERIES OF 202____), APPROVING AND ANNEXING THE 141 ANNEX ANNEXATION TO THE CITY OF SALIDA.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO DOES HEREBY APPROVE AND ACCEPT THE 141 ANNEX ANNEXATION DESCRIBED HEREIN; TO WIT, THE TERRITORY COMPRISING 1.358 ACRES, MORE OR LESS, (INCLUSIVE OF PUBLIC RIGHT-OF-WAY), AND BEING DESCRIBED AS FOLLOWS:

LOTS 1, 2 AND 3, 141 ANNEX MINOR SUBDIVISION LOCATED IN THE SE 1/4 SW 1/4 OF SECTION 31, TOWNSHIP 50 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO, TOGETHER WITH A PORTION OF CHAFFEE COUNTY ROAD 141 LYING ADJACENT EASTERLY OF SAID LOT 3, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF 141 ANNEX MINOR SUBDIVISION PER PLAT FILED UNDER RECEPTION NO. 447958, CHAFFEE COUNTY, COLORADO; THENCE NORTH 01°12'40" EAST 124.48 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 88°47'30" EAST ALONG THE NORTH BOUNDARIES OF LOTS 1, 2 AND 3 OF SAID 141 ANNEX MINOR SUBDIVISION, 414.86 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE CONTINUING SOUTH 88°47'30" EAST 60.0 FEET TO THE WESTERLY BOUNDARY OF COCHETOPA ESTATES, A SUBDIVISION IN THE CITY OF SALIDA AND BEING A POINT ON THE EAST RIGHT-OF-WAY BOUNDARY OF CHAFFEE COUNTY ROAD 141; THENCE SOUTH 01°01'22" WEST ALONG SAID WEST SUBDIVISION AND EAST COUNTY ROAD BOUNDARY, 124.48 FEET; THENCE NORTH 88°47'30" WEST 60.0 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3 OF 141 ANNEX MINOR SUBDIVISION; THENCE NORTH 88°47'30" WEST ALONG THE SOUTH BOUNDARIES OF LOTS 3, 2 AND 1 OF SAID 141 ANNEX MINOR SUBDIVISION, 415.26 FEET TO THE POINT OF BEGINNING.

CITY OF SALIDA APPROVAL:

APPROVED THIS _____ DAY OF _____, 202____.

BY: _____ MAYOR OF THE CITY OF SALIDA

ATTEST: _____ CITY CLERK

OWNERS:

LOT 1, 141 ANNEX MINOR SUBDIVISION Wendell Winger 7551 County Road 141 Salida, CO 81201	LOT 2, 141 ANNEX MINOR SUBDIVISION Thomas D. & Laura J. Clegg 8846 County Road 150 Salida, CO 81201	LOT 3, 141 ANNEX MINOR SUBDIVISION Jeffrey and Stacia Kriebel 7543 County Road 141 Salida, CO 81201
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OWNERS CERTIFICATE:

THIS IS TO CERTIFY THAT THE UNDERSIGNED, BEING THE OWNERS OF 100% OF THE PROPERTY DESCRIBED AND SHOWN HEREON (EXCLUDING PUBLIC RIGHT-OF-WAY) DESIRE AND APPROVE OF THE ANNEXATION OF SAID PROPERTY TO THE CITY OF SALIDA. THE ANNEXATION OF SAID PROPERTY TO THE CITY OF SALIDA.

Wendell Winger Thomas D. Clegg Laura J. Clegg Jeffrey Kriebel Stacia Kriebel

STATE OF COLORADO } ss

COUNTY OF CHAFFEE } ss

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 202____.

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES _____

NOTARY PUBLIC: _____ ADDRESS: _____

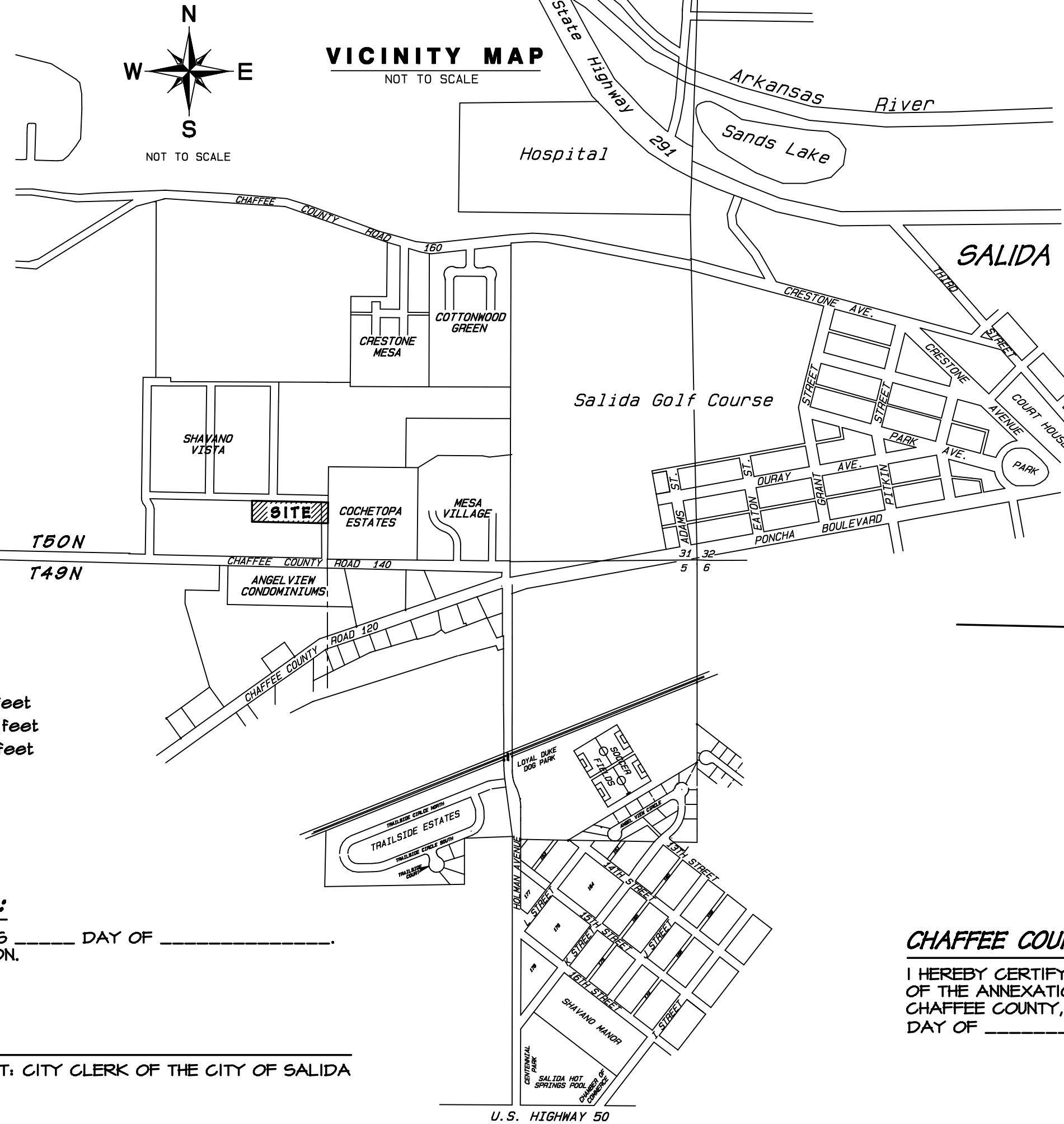
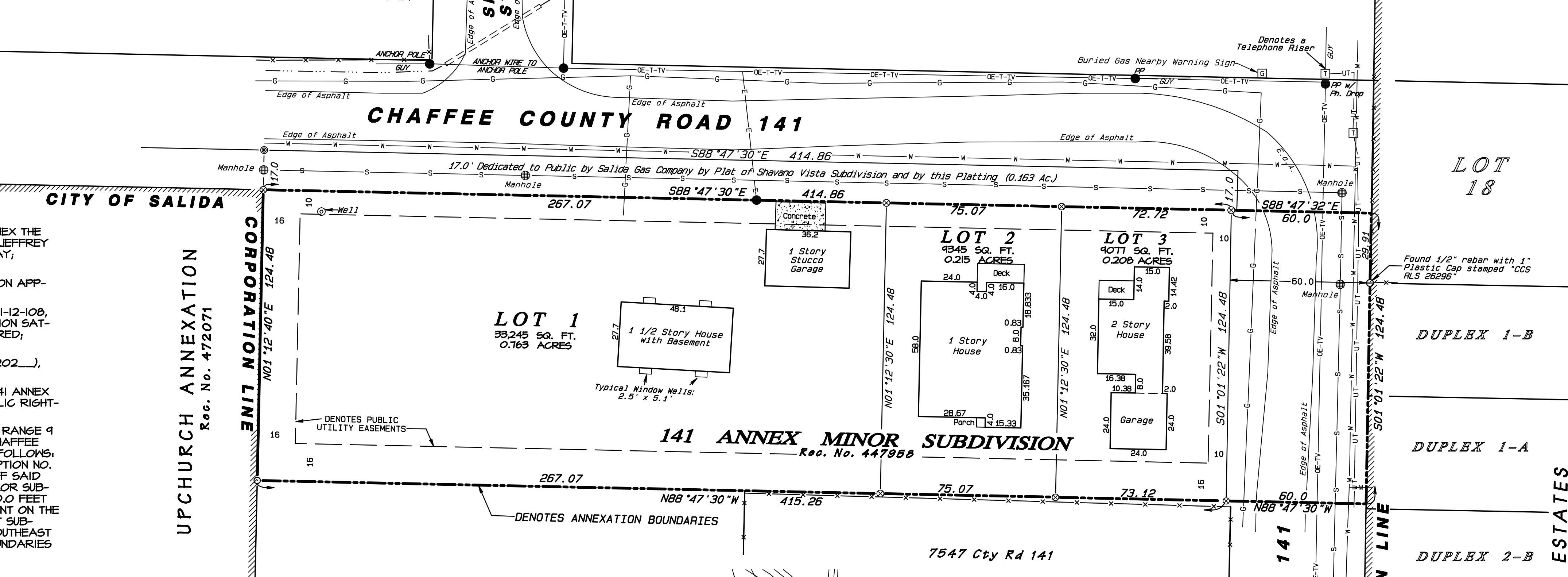
LAND SURVEYOR'S CERTIFICATE:

I, MICHAEL K. HENDERSON, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS PERFORMED UNDER MY DIRECT SUPERVISION AND THE MONUMENTS SHOWN HEREON WERE RECOVERED AS INDICATED, AND THIS PLAT ACCURATELY REPRESENTS THE RESULTS OF SAID SURVEY TO THE BEST OF MY KNOWLEDGE. I FURTHER CERTIFY THAT AT LEAST ONE-SIXTH OF THE PERIMETER BOUNDARIES OF THE TRACT TO BE ANNEXED ARE ADJACENT TO THE PRESENT CITY OF SALIDA CORPORATION LINE. DATED THIS _____ DAY OF _____, 202____.

GENERAL LAND SURVEYOR'S NOTES:

- ANNEXATION DESCRIPTION CONTAINED HEREON WAS PREPARED BY MICHAEL K. HENDERSON, 203 G STREET, SALIDA, CO, 81201.
- DEED LINES ARE BASED ON THE FILED PLAT OF 141 ANNEX MINOR SUBDIVISION AND ON THE LOCATIONS OF THE REBAR SURVEY MONUMENTS SHOWN AND DESCRIBED HEREON.

SHAVANO VISTA SUBDIVISION



ANNEXATION BOUNDARY SUMMARY:

PERIMETER OF LAND TO BE ANNEXED 1199.01 feet
ADJOINING PRESENT CORPORATION LINE 248.96 feet
REQUIRED ADJOINING 1/6TH 199.84 feet

SALIDA PLANNING COMMISSION APPROVAL:

THIS ANNEXATION PLAT IS HEREBY APPROVED ON THIS _____ DAY OF _____, 202____, BY THE CITY OF SALIDA PLANNING COMMISSION.

CHAIRMAN OF PLANNING COMMISSION _____ ATTEST: CITY CLERK OF THE CITY OF SALIDA

CITY OF SALIDA CLERK'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS EXECUTED ANNEXATION MAP, ALONG WITH THE ORIGINAL ANNEXATION ORDINANCE FOR THE 141 ANNEX ANNEXATION WAS ACCEPTED FOR FILING IN MY OFFICE ON THE _____ DAY OF _____, 202____.

CITY CLERK _____

141 ANNEX ANNEXATION
In the SE 1/4 of the SW 1/4 of SECTION 31, T80N, R9E, N.M.P.M. COLORADO

HENDERSON LAND SURVEYING CO., INC.
203 G STREET SALIDA, COLORADO

DATE: 10/20/21
DRAWING NO. L-21-71

Job Number: J-21-208
TPC FILE: J-18-130
M.K.H.
DRAWN BY: TMO GAO
B.S.H.
CHECKED: _____
File book: 5318, Pages 42 & 16, 5125 Pages 43 & 44



CITY COUNCIL ACTION FORM

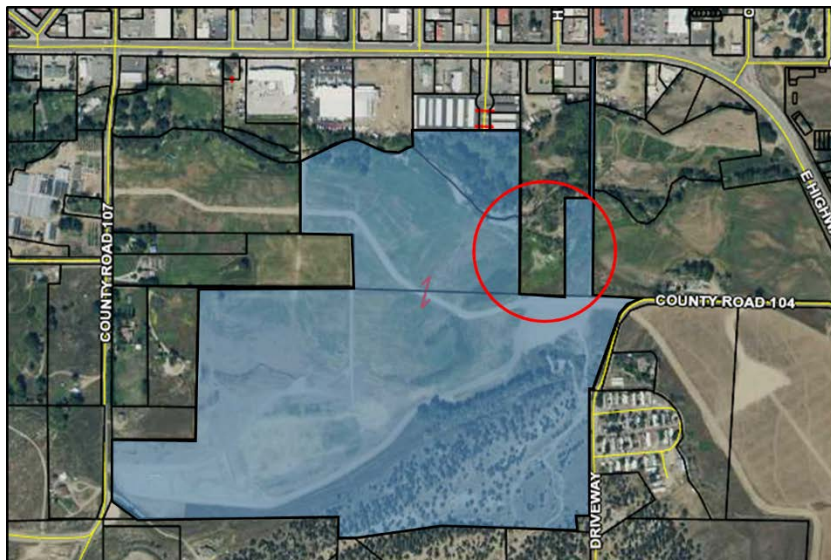
DEPARTMENT Planning	PRESENTED BY Bill Almquist - Community Development Director	DATE December 7, 2021
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ITEM

Ordinance 2021-19: An Ordinance of the City Council of the City of Salida, Colorado, Approving the Transfer and Conveyance of Real Property from the City of Salida, Approving the Transfer and Conveyance of Real Property to the City of Salida, and Authorizing the Execution of Certain Agreements for Said Conveyances (First Reading and Setting of Public Hearing)

BACKGROUND

The City of Salida is the owner of roughly 97.5 contiguous acres within the Vandaveer Planned Development area, just south of the South Arkansas River, between CR 107 to the west and CR 104 to the east. This property has long been eyed for a variety of uses, including (but not necessarily limited to) residential housing (inc. a substantial amount of affordable housing), natural open space areas, and active recreation spaces. Staff recognizes that there is an opportunity to enhance the potential developability and connectivity of the northeastern portion of the site via a land swap with one of the neighboring properties to the north (owned by Jodie and Barry Snyder and zoned RMU). The Snyder property extends from Highway 50 in the north all the way across the South Arkansas River and in between City-owned parcels, close to a likely entrance area for future development of the City property (see area circled in map below). Staff identified the southern tip of the Snyder property as space that could be used for a variety of purposes down the road, potentially including access and parking for a trail along the southern edge of the South Ark River.



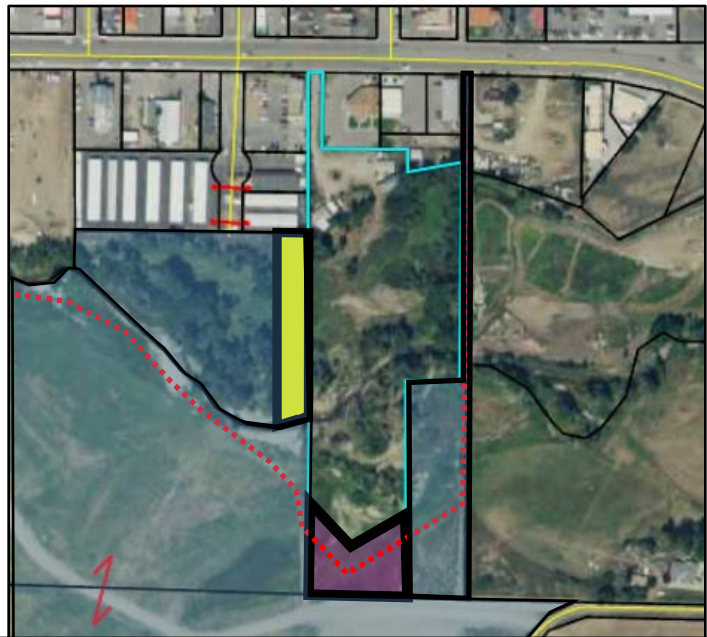
City-Owned Vandaveer Property with Portion of Snyder Property Circled



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Bill Almquist - Community Development Director	December 7, 2021

In late 2020, staff approached the Snyders to discuss the possibility of exchanging an approximately .9 acre portion of their property for an equally-sized slice of City-owned land immediately to their west, just north of the South Arkansas River. This piece of City-owned property is a 76-foot wide strip of land that is largely inaccessible from the rest of the City property due to the location of the river and wetland characteristics. Following additional discussions and site visits, it was determined that there was mutual interest in the exchange. The Snyders intend to restore the riparian area of their property along the river's edge to a more natural and ecologically healthy state, and the .9 acres to their west would be a beneficial addition to that project. Meanwhile, the .9 acres at the southern tip of the Snyder property is currently inaccessible to them except through City property. It affords primarily dry and developable land that is already contiguous with City property and could be used to the community's benefit.



Approximation of .9 Acre Parcels Proposed to be Exchanged

It should be noted that the Snyder's Annexation Agreement (Ordinance 2017-11) required that a public access easement be dedicated along their property, somewhere south of the river, to allow for the future extension of a trail in that vicinity. With the proposed exchange, the trail could be built in a location that would be much easier to construct and maintain than any of the extremely wet areas on the remainder of the Snyders' property immediately south of the river (which includes a



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Bill Almquist - Community Development Director	December 7, 2021

seasonal pond). The trail would also be more accessible to the rest of the development with the newly proposed alignment. The Snyders would like, as part of such a transfer, that the requirement for a dedicated trail easement be removed via an amendment to their Annexation Agreement. Staff supports such an amendment and believes the location of the trail onto City property would have numerous benefits, including enjoyment of the seasonal pond. The Snyders have agreed to a no-development clause (other than ecological restoration work) for the parcel they would be acquiring, and the City would agree as part of the transfer to build and/or relocate a fence along the new boundary line south of the river. Transfer of properties would be conditioned upon such agreements, including an annexation agreement amendment, which would be brought forth to Council for approval prior to any actual quit claims of deeds. A boundary line adjustment will also be conducted administratively following the recordation of such agreements.

FISCAL NOTE

No significant impacts. City is assuming all survey, title work, and recording expenses (anticipated at less than \$5,000).

STAFF RECOMMENDATION

Staff recommends approval of Ordinance 2021-19 on first reading and setting of the public hearing for December 21st, 2021.

SUGGESTED MOTION

"I move to approve Ordinance 2021-19 on first reading and to set the public hearing for December 21st, 2021".

ATTACHMENTS

- Ordinance 2021-19
- Site Plan
- Site Photos
- 2017 Snyder Annexation Agreement

CITY OF SALIDA, COLORADO
ORDINANCE NO. 19
(Series of 2021)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING THE TRANSFER AND CONVEYANCE OF REAL PROPERTY FROM THE CITY OF SALIDA, APPROVING THE TRANSFER AND CONVEYANCE OF REAL PROPERTY TO THE CITY OF SALIDA, AND AUTHORIZING THE EXECUTION OF CERTAIN AGREEMENTS FOR SAID CONVEYANCES

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

WHEREAS, pursuant to Colorado Revised Statutes § 31-15-713, the City, acting by and through its City Council (“Council”), possesses the authority to sell and dispose of real estate owned by the City by ordinance, where the real property was not used or held for park purposes or any governmental purpose; and

WHEREAS, the City owns approximately .90 acres of certain real property (the “City Property”), more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference; and

WHEREAS, Snyder Revocable Trust (represented by Barry and Jodie Snyder) owns approximately .90 acres of certain real property (the “Snyder Property”), more particularly described in **Exhibit B**, attached hereto and incorporated herein by this reference; and

WHEREAS, the City has determined that it would further the goals and objectives of the City, its residents, customers and taxpayers to take ownership of the Snyder Property in exchange for the City Property in order to facilitate potential future trail connections and certain development within the City-owned portion of the Vandaveer Planned Development; and

WHEREAS, in furtherance of these goals, the City and the Snyders are also entering into agreements to restrict development on the City Property in perpetuity, to provide boundary fencing, and to remove the requirement of a trail easement across the remainder of the Snyder Property; and

WHEREAS, the City Council finds and determines that the City Property has not been a public park, and is not, or has not been, used or held for any governmental purpose; and

WHEREAS, the City Council therefore desires to approve the transfer and conveyance of the City Property conditioned upon execution of certain agreements related to the restriction of development of the City Property; and

WHEREAS, the City Council likewise authorizes the acceptance of the Snyder Property in exchange for the conveyance of the City Property and authorizes the execution of all necessary documents associated with the exchange, transfer and conveyance of the Properties.

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

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

Section 2. Conveyance of Real Property. Pursuant to Colorado Revised Statutes §31-15-713, the City Council hereby approves the conveyance and transfer of the real property described on **Exhibit A**, from the City to the Snyder Revocable Trust, and authorizes and directs the Mayor to execute a quit claim deed and such other instruments as necessary to effect such conveyance, in forms approved by the City Attorney.

Section 3. Acceptance of Real Property. The City Council hereby authorizes the City's acceptance of the real property described on **Exhibit B**, in exchange for the conveyance of the real property described on **Exhibit A**, and authorizes the Mayor to executed any instruments as necessary to effect such conveyance, in form(s) approved by the City Attorney.

Section 4. Additional Agreements Approved. In connection with the transfer and conveyance of the City Property approved by Section 2 above, the City Council hereby authorizes and directs the Mayor to execute additional agreements which prohibit development on the real property described on **Exhibit A**, outside of natural or ecological restoration purposes; which establish requirements for the construction of a new boundary fence; and which remove the requirement of a trail easement across the remainder of the Snyder Property, and any associated documents, in form(s) approved by the City Attorney.

Section 5. Conditions of Approval of Conveyance of Property. The transfer and conveyance of the City Property and execution of documents approved by Section 2 above is expressly contingent upon the satisfaction of the following condition precedent: the execution of agreements referenced and approved by Section 4, and any associated documents, in form(s) approved by the City Attorney.

Section 6. 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 December 7, 2021 ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation by the City Council on this ____ day of _____, 2021 and set for second reading and public hearing on the 21st day of December, 2021.

INTRODUCED ON SECOND READING FINALLY ADOPTED and ORDERED PUBLISHED IN FULL BY TITLE ONLY by the City Council on this 21st day of December, 2021.

City of Salida

Mayor Dan Shore

ATTEST:

City Clerk/Deputy City Clerk

EXHIBIT A

Legal description of the "City Property" being conveyed from the City
to the Snyder Revocable Trust

ALL THAT PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, IN THE CITY OF SALIDA, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT NO. 13, RIVER BEND ADDITION TO THE CITY OF SALIDA, ACCORDING TO THE REPLAT FILED AT RECEPTION NO. 267623 IN THE OFFICE OF THE CHAFFEE COUNTY CLERK & RECORDER, FROM WHENCE THE SOUTHEAST CORNER OF SAID SECTION 5, MARKED BY A B.L.M. BRASS CAP, BEARS SOUTH 24°03'20" EAST, A DISTANCE OF 989.94 FEET;

THENCE SOUTH 00°11'23" WEST ALONG THE EAST LINE OF SAID LOT NO.13, A DISTANCE OF 508.75 FEET TO THE CENTER OF THE SOUTH ARKANSAS RIVER;

THENCE WESTERLY ALONG SAID CENTERLINE, A DISTANCE OF 79 FEET, MORE OR LESS;

THENCE NORTH 00°11'23" EAST, A DISTANCE OF 510.52 FEET TO THE NORTH BOUNDARY OF SAID LOT NO. 13;

THENCE SOUTH 88°56'30" EAST, A DISTANCE OF 76.21 FEET TO THE POINT OF BEGINNING;

CONTAINING 0.90 ACRES, MORE OR LESS.

EXHIBIT B

Legal description of the "Snyder Property" being conveyed from the Snyder Revocable Trust to the City

ALL THAT PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, IN THE CITY OF SALIDA, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 5, MARKED BY A #5 REBAR, FROM WHENCE THE SOUTHEAST CORNER OF SAID SECTION 5, MARKED BY A B.L.M. BRASS CAP, BEARS SOUTH 89°03'23" EAST, A DISTANCE OF 406.55 FEET;

THENCE NORTH 00°11'23" EAST, A DISTANCE OF 244.27 FEET;

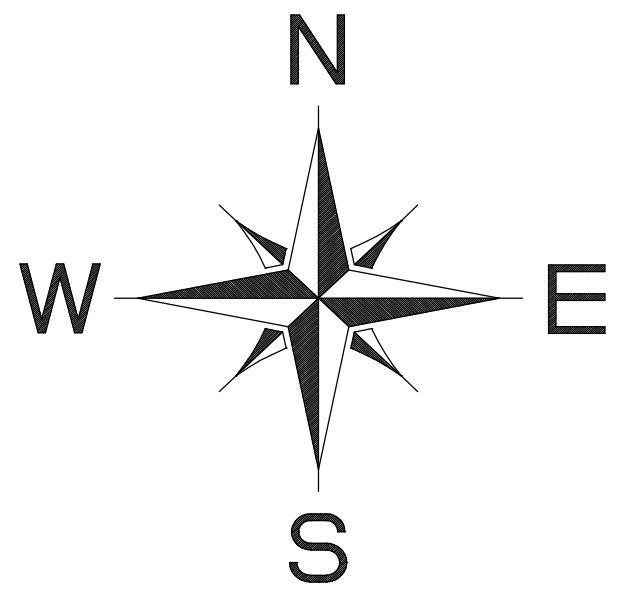
THENCE SOUTH 38°49'33" EAST, A DISTANCE OF 184.20 FEET;

THENCE NORTH 63°34'25" EAST, A DISTANCE OF 155.66 FEET;

THENCE SOUTH 00°08'43" WEST, A DISTANCE OF 174.24 FEET TO SAID SOUTH LINE OF SECTION 5;

THENCE NORTH 89°03'23" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 255.28 FEET TO THE POINT OF BEGINNING.

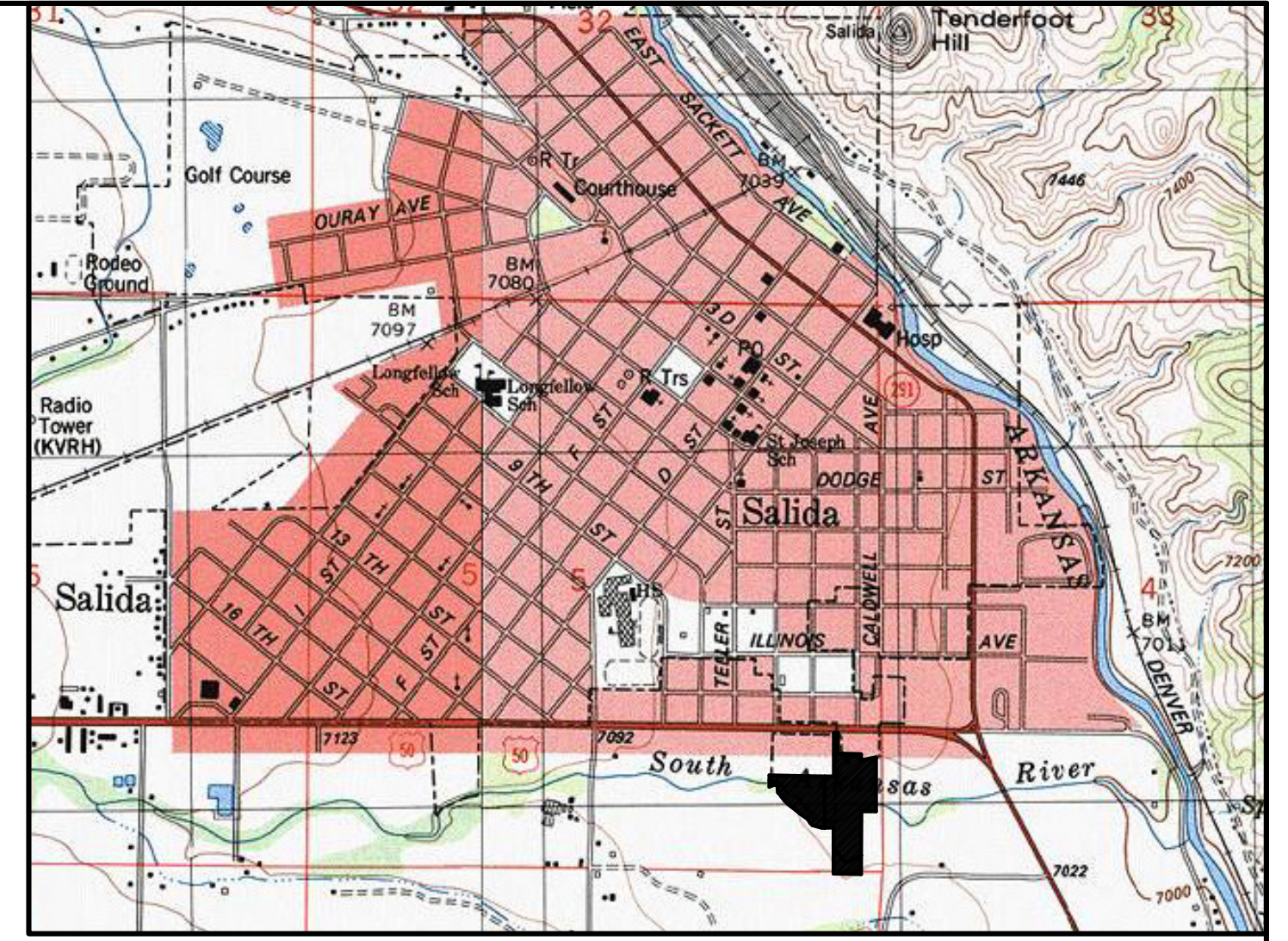
CONTAINING 0.90 ACRES, MORE OR LESS.



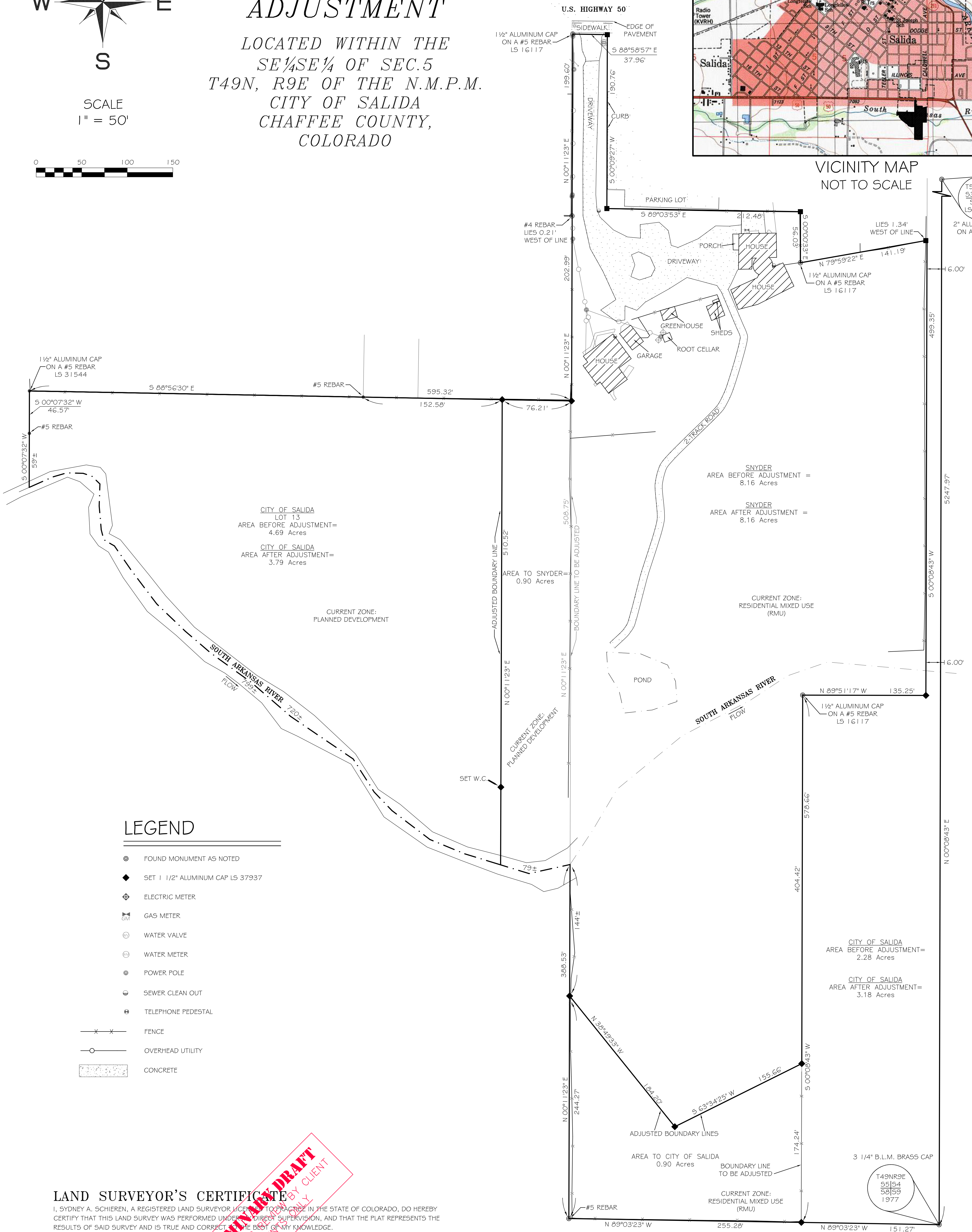
SNYDER/SALIDA BOUNDARY LINE ADJUSTMENT

LOCATED WITHIN THE
SE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SEC.5
T49N, R9E OF THE N.M.P.M.
CITY OF SALIDA
CHAFFEE COUNTY,
COLORADO

SCALE
1" = 50'



VICINITY MAP
NOT TO SCALE



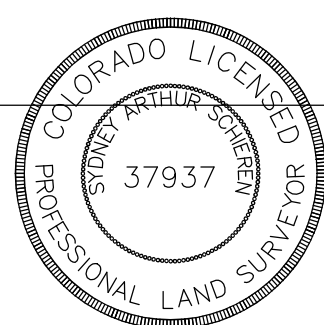
LEGEND

- ⊙ FOUND MONUMENT AS NOTED
- ◆ SET 1 1/2" ALUMINUM CAP LS 37937
- ⊕ ELECTRIC METER
- ⊕ GAS METER
- ⊕ WATER VALVE
- ⊕ WATER METER
- ⊕ POWER POLE
- ⊕ SEWER CLEAN OUT
- ⊕ TELEPHONE PEDESTAL
- x — FENCE
- o — OVERHEAD UTILITY
- ▨ CONCRETE

LAND SURVEYOR'S CERTIFICATE

I, SYDNEY A. SCHIEREN, A REGISTERED LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS LAND SURVEY WAS PERFORMED UNDER MY DIRECT SUPERVISION, AND THAT THE PLAT REPRESENTS THE RESULTS OF SAID SURVEY AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SYDNEY A. SCHIEREN
COLORADO P.L.S. 37937



PRELIMINARY DRAFT
INTENDED FOR REVIEW BY CLIENT

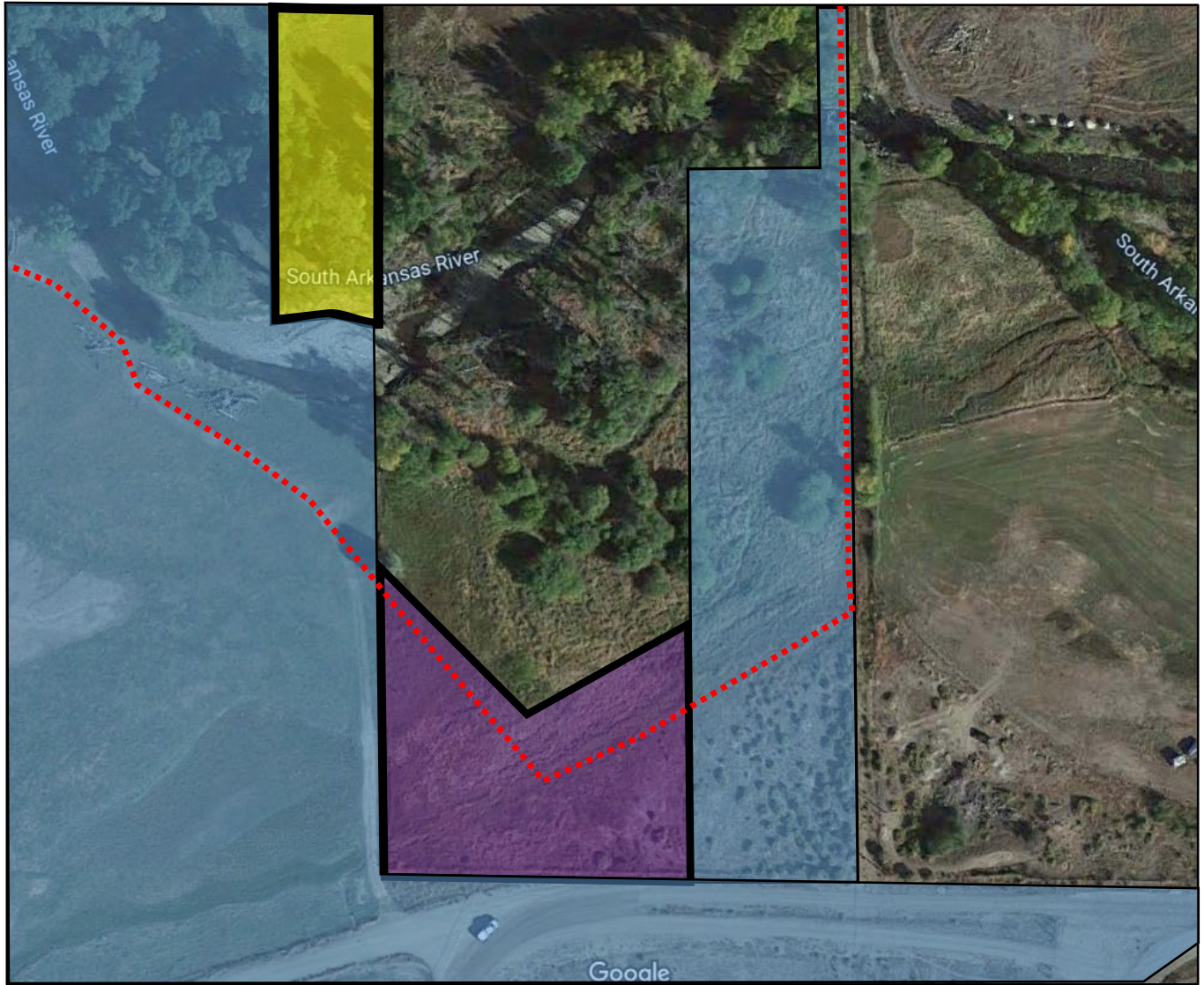
REVISED:	
JOB # 21114	
DATE: OCTOBER 14, 2021	
SHEET 2 OF 2	

**SNYDER/SALIDA BOUNDARY
LINE ADJUSTMENT**
LOCATED WITHIN THE
SE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SEC.5
T49N, R9E OF THE N.M.P.M.
CITY OF SALIDA
CHAFFEE COUNTY, COLORADO



NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT, IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S STATEMENT CONTAINED HEREON.

Site Photos:



Purple = Snyder Property.
Yellow = Portion of City Property.
Blue = Other City Vandaveer Property.
Red = Proposed Future Trail Alignment Connecting to Hwy 50 and Existing Foot Bridge.



Purple = Portion of Snyder Property proposed to be acquired by City.
Blue = Adjacent Existing City Vandaveer Property.
View looking NW



Portion of Snyder Property proposed to be acquired by City, inside fence line on left.
Adjacent Existing City Vandaveer Property on right and in background.
View looking south



Portion of City Property proposed to be transferred to Snyders. Numerous cottonwood trees and seasonal wetlands below.
View looking southwest

**SNYDER ANNEXATION AGREEMENT
(1139 and 1141 EAST HIGHWAY 50)**

THIS ANNEXATION AGREEMENT (the "Agreement") is made and entered into this 2nd day of May, 2017, by and between the CITY OF SALIDA, COLORADO, a Colorado statutory city ("City"), and JODIE A. SNYDER AND BARRY L. SNYDER (together, "Annexor") (each a "Party" and together the "Parties").

Section 1 - Recitals

- 1.1 The Annexor is the fee title owner of 100% of certain lands known as the "Snyder Annexation" and more particularly described on attached **Exhibit A**, which is incorporated herein by this reference (the "Property").
- 1.2 The Property is contiguous to the current municipal boundaries of the City and contains approximately 8.14 acres, more or less, in unincorporated Chaffee County, Colorado.
- 1.3 The Annexor desires to have the Property annexed to the City, and the City desires to annex the Property on the terms and conditions set forth herein.
- 1.4 Under Colorado law, the City may not annex the Property without the consent of the Annexor.
- 1.5 On January 3, 2011, the City and the Annexor entered into a Pre-Annexation Agreement.
- 1.6 On January 14, 2017, the Annexor filed with the City Clerk a petition for annexation of the Property ("Annexation Petition").
- 1.7 The City has determined that the Annexation Petition complies with the Colorado Municipal Annexation Act of 1965, as amended, Colorado Revised Statutes sections 31-12-101 through -123 (the "Annexation Act"), and Article IX of the City's Land Use and Development Code.
- 1.8 The City has accepted the Annexation Petition, has given all notices and conducted all hearings required by the Annexation Act, has determined that the Property is eligible for annexation to the City, and has made all necessary findings in support of the annexation of the Property.
- 1.9 On May 2, 2017, City Council adopted Ordinance No. 2017-10, annexing the Property to the City, and Ordinance No. 2017-12, zoning the Property as Residential Mixed Use (RMU) Zone District with inclusion of a portion of the Property in the Highway 50 Corridor Overlay. That portion of the Property included in the Highway 50 Corridor Overlay ("Highway 50 Corridor Overlay Portion") is the driveway and adjacent parkway that fronts Highway 50 and provides access to the remaining portions of the parcel detached from Highway 50.

- 1.10 The City wishes to control its growth in a planned and orderly fashion, maintaining and improving its quality of life and its ability to provide and enhance environmental amenities, services, and local opportunity for its citizens.
- 1.11 The City and the Annexor desire to enter into this Agreement to set forth their agreements concerning the terms and conditions of the annexation of the Property to the City and the zoning of the Property.
- 1.12 The City and the Annexor acknowledge that the terms and conditions hereinafter set forth are reasonable; within the authority of each to perform; necessary to protect, promote, and enhance the health, safety, and general welfare of the residents and property owners of the City; and mutually advantageous.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Annexor agree as follows:

Section 2 – Definitions

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

- 2.1 “Agreement” means this Annexation Agreement. The Recitals in Section 1 above are fully incorporated into this Agreement and made a part hereof by this reference.
- 2.2 “Annexation Act” means sections 31-12-101 through -123, Colorado Revised Statutes.
- 2.3 “Annexation Petition” means the Petition for Annexation of the Property filed of record with the City Clerk on January 14, 2017.
- 2.4 “Annexor” means Jodie A. Snyder and Barry L. Snyder, and their successor(s) and agent(s).
- 2.5 “City” means the City of Salida, a Colorado statutory City.
- 2.6 “City Code” means the City of Salida Municipal Code.
- 2.7 “City Council” means the City Council of the City of Salida, Colorado.
- 2.8 “Dark sky-compliant” means lighting in compliance with Section 16-8-100 of the City Code and intended to reduce the unnecessary use of artificial light at night.
- 2.9 “Effective Date” means the date on which City Council adopted a resolution approving the execution of this Agreement. On the Effective Date, this Agreement will become binding upon and enforceable by the City and the Annexor.
- 2.10 “Final Annexation Approval” means that all of the following have occurred:

- 2.10.1 City Council has adopted a resolution approving the execution of this agreement;
- 2.10.2 The effective date of Ordinance No.2017-10, annexing the Property to the City, has occurred; and
- 2.10.3 The effective date of Ordinance No. 2017-12, zoning the Property as RMU Zone District with inclusion of a portion of the Property in the Highway 50 Corridor Overlay, has occurred.
- 2.11 “Property” means the land that is described as the Snyder Annexation in the Annexation Petition and that is legally described in attached Exhibit A.
- 2.12 “Reimbursable Costs and Fees” means all fees and costs incurred by the City in connection with the City’s processing and review of the proposed annexation, including without limitation processing and review of the Annexation Petition and zoning applications; and the City’s drafting, review, and execution of this Agreement.

Section 3 – Purpose of Agreement and Binding Effect

- 3.1 The purpose of this Agreement is to establish a contractual relationship between the City and the Annexor with respect to the annexation of the Property, and to establish the terms and conditions upon which the Property will be annexed, zoned, and developed. The terms, conditions, and obligations described herein, including without limitation restrictions upon the zoning and development of the Property, are contractual obligations of the Parties, and the Annexor waives any objection to the enforcement of the terms of this Agreement as contractual obligations.
- 3.2 This Agreement benefits and is binding upon the City, the Annexor, and the Annexor’s successor(s). Unless otherwise specified herein, the Annexor’s obligations under this Agreement constitute a covenant running with the Property. As described in Section 9.13 below, the Annexor shall record this Agreement with the Clerk and Recorder of Chaffee County, Colorado.

Section 4 – Annexation of Property

- 4.1 The Annexor agrees to the Annexation of the Property, and the City agrees that it will annex the Property, only in accordance with the terms and conditions of this Agreement.

Section 5 – Terms and Conditions for Annexation of Property

- 5.1 All terms and conditions imposed by this Agreement are in addition to and not in place of any and all requirements of the City Code, the Annexation Act, and all other applicable laws and regulations.

5.2 Annexation of the Property to the City will not be effective until both of the following conditions have been met:

5.2.1 The Annexor and the City have mutually executed and delivered this Agreement; and

5.2.2 Final Annexation Approval has occurred.

5.3 Zoning of Property.

5.3.1 On March 27, 2017, the Salida Planning Commission recommended zoning of the Property as RMU Zone District with a portion of the Property in the Highway 50 Corridor Overlay.

5.3.2 The parties agree and acknowledge that Owner does not currently have a development proposal for the Property. Because the Planning Commission did not review a development or subdivision proposal for the Property in conjunction with its review of the Annexation, any development or subdivision proposal for the Property, including within the RMU Zone District, must be reviewed and approved by the City before commencement of any development or subdivision.

5.3.2 At its May 2, 2017, 2017 meeting, the City Council approved zoning of the Property as RMU Zone District with a portion of the Property in the Highway 50 Corridor Overlay.

5.3.3 Nothing in this Agreement limits, restricts, or abrogates in any way, and this Agreement is not to be construed to limit, restrict, or abrogate in any way, the power or authority of the City to rezone the Property or any portion thereof at any time after annexation, either on the City's own motion or in response to a zoning petition.

5.4 Utilities and Municipal Services. The City shall provide the Property the usual and customary municipal services provided by the City within its municipal limits generally, in accordance with the City Code and City policies. Limitations upon the availability of City utility service may exist from time to time. The Property is and will remain subject to all policies, ordinances, rules, regulations, platting restrictions, and permitting procedures currently in effect or enacted in the future to allocate or regulate the use of the City's utility resources generally throughout the City.

5.4.1 Water and Wastewater Service. The City shall provide water and wastewater treatment services to the Property upon the same basis as such services are provided to other properties within the City, subject to the rules and regulations given in Section 13 of the City Code, as it exists now and as it may be amended. Water and wastewater treatment service are available on a "first come, first served" basis, and the availability of such services is determined at the time

application therefor is made. The City's obligation to provide water and wastewater treatment service to the Property is contingent upon the City's certification that all water and wastewater facilities and all water- and wastewater-related improvements on the Property conform to approved plans and specifications and all applicable City standards for those facilities and improvements. Connection to the City's treated water and wastewater treatment facilities will be at the then-prevailing fees and rates for such connection and service. The City reserves the right to refuse to provide wastewater treatment service for any effluent that includes prohibited wastes as described in Section 13-2-120 of the City Code, or that is beyond the City's capability of treating in either quantity or quality.

- 5.4.2 Fire Protection Services. The City shall provide fire protection services to the Property upon the same basis as such services are provided to other properties within the City.
- 5.4.3 Police Services. The City shall provide police services to the Property upon the same basis as such services are provided to other property within the City.
- 5.4.4 Electric, Natural Gas, Telephone, Cable TV, and Other Utility Services. The City does not provide electric, natural gas, telephone, or cable TV facilities or services. Such services are available within the City from private entities. The extension of such services to the Property is not the obligation or responsibility of the City.
- 5.4.5 Streets and Roads.
- 5.4.5.1 Within its municipal boundaries, the City shall maintain any duly dedicated and accepted public streets and roads that serve the Property, both on- and off-site, upon the same basis as such services are provided to other properties within the City.
- 5.4.5.2 In accordance with the Section 16-5-60 of the City Code and the specifications described therein for streetscape and lighting within the Highway 50 Corridor Overlay, the Annexor shall install landscaping, sidewalks, pedestrian lighting, and stamped concrete parkways along the entire length of the Highway 50 Corridor Overlay Portion of the Property. The Annexor shall complete such improvements before proposing any development plan for the Property.
- 5.4.5.3 In the event that subdivision is proposed for the Property in the future, the Annexor shall submit plans and specifications for access improvements with the development application and Subdivision Plat for review and approval by the City. Such improvements must be referenced in and secured by a subdivision improvements agreement for the Property.

- 5.4.5.4 Annexor additionally shall comply with any and all Colorado Department of Transportation (“CDOT”) access requirements. Annexor acknowledges that CDOT may require the consolidation of access points to the Property in the event that the Property is redeveloped or subdivided in the future.
- 5.4.6 Use of Existing Well. The parties agree that upon annexation and connection to City water, Annexor shall be entitled to the continued use of existing well on the Property for all outside irrigation and other customary non-domestic uses allowed under the existing well permit as set forth in Section 13-3-100 of the Municipal Code.
- 5.5 Fees. The Annexor shall pay to the City the fees described below at the time set forth below:
- 5.5.1 Annexor’s Reimbursement of Processing Fees. The Annexor shall reimburse the City for all fees and actual costs incurred by the City in connection with the City’s processing and review of the proposed annexation, including without limitation processing and review of the Annexation Petition, zoning applications, and development proposals, and the City’s drafting, review, and execution of this Agreement (“Reimbursable Costs and Fees”). The Reimbursable Costs and Fees include but are not limited to the City’s costs incurred for engineering, surveying, and legal services, including the services of outside City consultants and/or counsel; recording fees; printing and publication costs; and any and all other reasonable costs incurred by the City. Interest will be imposed at rate of 1.5% per month on all balances not paid to the City within thirty (30) days of the effective date of the City’s invoicing of the Annexor for the Reimbursable Costs and Fees, with that effective date determined in accordance with Section 9.8 below. In addition to any and all remedies available to the City and in the event the City is forced to pursue collection of any amounts due and unpaid under this provision or under this Agreement, the City shall be entitled to collect attorney’s fees and costs incurred in said collection efforts in addition to the amount due and unpaid.
- 5.5.2 Payment of Currently Existing Fees as a Condition of Annexation. The Annexor shall pay to the City any fees required to be paid under this Agreement or the currently existing City Code, regardless of whether the relevant provisions of the City Code are later amended, repealed, or declared to be invalid. Payment of such fees pursuant to this Agreement is agreed to by and between the Parties as a condition of the annexation, and as a pre-condition to any development review. The Annexor further agrees not to contest any ordinance imposing such fees as they pertain to the Property.
- 5.6 Dedications and Easements. At no cost to the City, the Annexor shall dedicate or convey to the City all rights-of-way, easements, and public land reasonably required by the City. The City may require dedication of rights-of-way, easements, or public land at any time construction thereof or thereon is deemed necessary in the public interest, even if the Property is not being platted or developed at the time the City deems dedication of the

rights-of-way, easements, or public land necessary.

- 5.6.1 The Annexor shall dedicate public access and an easement for a ten-foot wide public pedestrian/bicycle trail located south of the south bank of the South Arkansas River, along with sufficient width on each side of the trail to allow for maintenance, including without limitation equipment access (“Trail Easement”). The final alignment of the Trail Easement will not be determined until a plan is adopted for overall alignment of the trail to the east and west of the Property. The City shall use its best efforts to negotiate with the Annexor to determine a Trail Easement alignment and design agreeable to the Annexor considering the impact on the Annexor’s use of the Property. The final alignment of the Trail Easement must minimize impacts to the riparian zone and avoid impacts to high-quality wetlands and mature trees. The Annexor is prohibited from constructing improvements on or within the Trail Easement. Costs incurred by the City in finalizing the Trail Easement location and construction, including any necessary agency approvals and studies, will be borne by the City and do not constitute Reimbursable Costs and Fees hereunder. Specifically, the City will pay for floodplain, wetland, and/or threatened and endangered species studies pertaining to the Trail Easement, as required by applicable federal law and regulations. Further, the City will pay for mitigation (e.g., wetland mitigation) for the Trail Easement as required by applicable federal law or regulations. The Trail Easement will be granted pursuant to the Recreational Use Act of Article 41 of Title 33, C.R.S. In consideration of the Annexor's dedication of the Trail Easement, the Annexor shall, as applicable, receive the corresponding credit for open space dedication as set forth in Chapter 16 of the City Code based upon the dedication requirement applied to the acreage of the Trail Easement.
- 5.6.2 The Annexor shall dedicate public utility easements for all City water and sewer mains constructed and installed on the Property.
- 5.6.3 The Annexor shall dedicate public utility easements for all interior streets.
- 5.7 All lighting on the Property must be “dark sky”-compliant.
- 5.8 In meeting its obligations with respect to public improvements under this Section 5 and under the City Code, the Annexor shall deliver to the City a reasonable performance guarantee in the form of cash, a letter of credit, a cash bond, a performance bond, or another security instrument acceptable to and approved in writing by the City Attorney.
- 5.9 Drainage. Prior to any future development of the Property, the Annexor shall obtain the City’s approval of a master drainage plan that complies with all applicable laws, regulations, and ordinances. The Annexor’s activities, operations, and development on the Property must comply with the master drainage plan and with all applicable laws, ordinances, and regulations pertaining to drainage.

- 5.10 Conveyance and Acceptance Requirements. Conveyance and acceptance requirements and reimbursement opportunities for all public improvements installed by Annexor in connection with the development or use of the Property are as described in the City Code.
- 5.11 Affordable Housing. Any construction of new residential dwelling units on the Snyder Annexation Property, shall be done in compliance with the affordable housing regulations in place at the time of development.

Section 6 – Zoning

- 6.1 The Annexor requests and consents to zoning of RMU Zone District with a portion of the Property in the Highway 50 Corridor Overlay. Upon Final Annexation Approval, the Property will be subject to and must adhere to all applicable zoning regulations of the City, as those regulations may be amended.

Section 7 – Breach by Annexor and City’s Remedies

- 7.1 In the event of a breach of any of the terms and conditions of this Agreement by the Annexor, the City may take any action necessary or appropriate to enforce its rights, including without limitation any or all of the following:
- 7.1.1 The refusal to issue any building permit or Certificate of Occupancy to the Annexor; provided, however, that this remedy will be unavailable to the City until after the affidavit described in Section 7.1.2 below has been recorded; and provided further that this remedy will not be available against a bona fide third party.
- 7.1.2 The recording with the Chaffee County Clerk and Recorder of a first affidavit approved in writing by the City Attorney and signed by the City Administrator or the City Administrator’s designee, declaring that the terms and conditions of this Agreement have been breached by the Annexor. At the next regularly scheduled City Council meeting following recording of such first affidavit, the City Council shall either approve the filing of said first affidavit or direct the City Administrator to file a second affidavit declaring that the default has been cured and nullifying the first affidavit. Upon the recording of a first affidavit, no parcels or portions thereof on the Property may be sold until the default has been cured. An affidavit signed by the City Administrator or the City Administrator’s designee and approved by the City Council declaring that the default has been cured will remove this restriction and be sufficient evidence when recorded that the default has been cured.
- 7.1.3 A demand that any performance guarantee given for completion of any public improvement be paid or honored.
- 7.1.4 The refusal to allow further development review for the Property.

- 7.1.5 Any other remedy available in equity or at law.
- 7.2 Unless immediate action is necessary to protect the health, safety, or welfare of the City's residents, the City shall give the Annexor ten (10) days' written notice of the City's intent to take any action under this Section 7, during which 10-day period the Annexor may cure the breach described in said notice and prevent further remedial action by the City. In the event the breach is not cured within the 10-day period, the City will consider whether the Annexor has undertaken reasonable steps to timely complete the cure if additional time is required.
- 7.3 The District Court of the County of Chaffee, State of Colorado, will have exclusive jurisdiction to resolve any dispute over this Agreement.
- 7.4 Any waiver by the City of one or more terms of this Agreement will not constitute, and is not to be construed as constituting, a waiver of other terms. A waiver of any provision of this Agreement in any one instance will constitute, and is not to be construed as constituting, a waiver of such provision in other instances.

Section 8 – Indemnification and Release

- 8.1 **Release of Liability.** The Annexor acknowledges that the City cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the City Code, City ordinances, and the laws of the State of Colorado. The Annexor further acknowledges that it acts at its own risk with respect to relying or acting upon any representation or undertaking by the City or its officers or agents or their designees, which representation or undertaking subsequently is held unlawful by a court of competent jurisdiction. Accordingly, the Annexor expressly waives and releases any current or future claims related to or arising from any such representation or undertaking by the City or its officers or agents or their designees.
- 8.2 **Indemnification.**
- 8.2.1 The Annexor shall indemnify and hold harmless the City, and the City's officers, agents, employees, and their designees, from and against any and all claims, damages, losses, and expenses, including but not limited to attorneys' fees and costs, arising from or in connection with the following: (a) the City's approval of the proposed annexation, (b) the City's approval of the proposed zoning, (c) any approval given during development review of the Property; (d) except to the extent of any actual negligence on the part of the City, and the City's officers, agents, employees, and their designees, any road or sidewalk enlargement, extension, realignment, improvement, or maintenance, or approval thereof; or (e) any other item contained in this Agreement.
- 8.2.2 The Annexor shall reimburse the City for all fees, expenses, and costs, including attorneys' fees and costs, incurred in any action brought against the City as a result of the City's approval of the proposed annexation and proposed zoning; and

shall reimburse the City for all fees, expenses, and costs, including attorneys' fees and costs, associated with any referendum election, review of petition for referendum, protest, or any other proceedings to challenge the City's approval of the proposed annexation or zoning. Nothing in this Agreement obligates or compels the City to proceed with any action or referendum position, other than as the City Council, in its sole discretion, directs.

Section 9 – General Provisions

- 9.1 **Waiver of Defects.** In executing this Agreement, the Annexor waives all objections it may have to any defects in the form or execution of this Agreement concerning the power of the City to impose conditions on the Annexor as set forth herein. The Annexor further waives all objections it may have to the procedure, substance, and form of the ordinances or resolutions 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 matter hereof, and is the total integrated agreement between the Parties.
- 9.3 **Modifications.** This Agreement may be modified only by a subsequent written agreement executed by both Parties.
- 9.4 **Voluntary Agreement.** The Annexor agrees to comply with all of the terms and conditions of this Annexation Agreement on a voluntary and contractual basis, as a condition of annexation of the Property to the City.
- 9.5 **Election.** The Annexor represents and submits that to the extent an election would be required by the Annexation Act to approve the annexation or impose terms and conditions upon the Property to be annexed, the Annexor owns one hundred percent (100%) of the Property to be annexed, and would vote to approve the annexation and all terms and conditions as set forth herein. Thus, any election necessarily would result in a majority of the electors' approval to the annexation and the terms and conditions.
- 9.6 **Annexor's Representations.** All representations of the Annexor, either oral or as set forth in the Annexation Petition and zoning application, and all documents previously or subsequently submitted with reference thereto, are to be considered incorporated into this Annexation Agreement as if set forth in full herein.
- 9.7 **Survival.** The City's and the Annexor'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.
- 9.8 **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 (72) hours after deposit in the

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

Notice to the City: City of Salida
Attn: City Administrator and City Attorney
 448 East First Street
 Salida, CO 81201

Notice to the Annexor: Mr. Barry L. Snyder
 Ms. Jodie A. Snyder
 232 Helena Circle
 Littleton, CO 80124

- 9.9 Terms and Conditions as Consideration for Annexation. The Annexor acknowledges that the City's decision to annex the Property is at the City's sole discretion. In consideration for the City's agreement to annex, the Annexor agrees to be bound by all of the terms and conditions of such annexation contained herein, and further acknowledges that such terms and conditions are requisite to the City's decision to annex the Property. The Annexor further agrees and acknowledges that its decision to proceed with annexation is a voluntary act of the Annexor, and that the Annexor has the sole and absolute discretion to withdraw its petition for annexation in lieu of such voluntary act.
- 9.10 Applicable Laws, Ordinances, and Regulations. Subject to the terms and conditions of Section 6.1 above, the Annexor understands and agrees that the Property, upon annexation, and all subsequent development of the Property, will be subject to and bound by the applicable provisions of laws, ordinances, resolutions, regulations, and policies of the City or the State as they exist at the time of annexation and as they may from time to time be amended or adopted. Nothing in this Agreement constitutes or is to be construed as constituting a repeal of existing ordinances or regulations, or as a waiver or abnegation of the City's legislative, governmental, or police powers to protect the health, safety, and general welfare of the City and its inhabitants.
- 9.11 Termination. In the event that the annexation of the Property is for any reason not completed, this Agreement will terminate and become null and void and of no force and effect. In such an event, the Annexor shall pay all Reimbursable Costs and Expenses incurred by the City to the time of termination. Otherwise, unless and until the Property is disconnected from the City in accordance with Colorado law, including without limitation sections 31-12-601 through -605, the term of this Agreement is perpetual.
- 9.12 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.

9.13 Recording. The Annexor shall record this Agreement with the Clerk and Recorder of Chaffee County, Colorado.

9.14 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, confers or is intended to confer any rights or remedies whatsoever upon any person or entity other than the City, the Annexor, and the Annexor's successor(s).

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

CITY OF SALIDA, COLORADO,

By James Liviecchi Mayor

ATTEST:

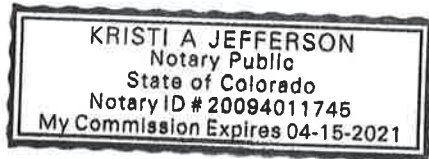
[Signature]
City Clerk/Deputy City Clerk



STATE OF COLORADO)
)
s
COUNTY OF Chaffee s.)

Acknowledged, subscribed, and sworn to before me this 20th day of July 2017
by James Liviecchi, as Mayor, and by Christina Samora, as Deputy Clerk,
on behalf of the City of Salida, Colorado.

WITNESS my hand and official seal.
My Commission expires: April 15, 2021.



Kristi A. Jefferson
Notary Public

ANNEXOR:

Jodie A. Snyder
Jodie A. Snyder

Barry L. Snyder
Barry L. Snyder

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe

Acknowledged, subscribed, and sworn to before me this 11th day of July 2017
by Jodie A. Snyder and Barry L. Snyder.

WITNESS my hand and official seal. My Commission expires: 06-29-2019.

Sarah S. Andersen
Notary Public

**SARAH SUE ANDERSEN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154025531
MY COMMISSION EXPIRES 06/29/2019**

The subject property is legally described as:

A tract of land located within the Southeast Quarter of the Southeast (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 5, Township 49 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado described as follows,

Beginning at the northwest corner (marked by a 5/8 inch rebar with an aluminum cap stamped '6758') of that parcel of land described in Deed of Record filed under Reception No 281105 of the Chaffee County Records, from whence a brass capped concrete right-of-way maker for Station 2292+50 of U.S. Highway 50 bears South 89°21'00" East 131.8 feet, thence proceeding around the tract herein described South 00°06'00" East 190.87 feet to the southwest corner of the above described parcel;

thence South 89°21'00" East 212.51 feet to a corner of a parcel of land described in deed of record and filed under Reception No. 278468 of the Chaffee County Records;

thence South 00°13'30" East 55.88 feet to another corner of the above described parcel;

thence North 80°08'48" East 140.27 feet to the southeast corner of the above said parcel;

thence South 00°10'28" East parallel with the East line of said Section 5 for a distance of 498.09 feet;

thence South 89°49'32" West at right angle to the above said section line 134.86 feet;

thence South 00°07'52" East 577.50 feet to an existing on inch diameter cedar post (said corner post is located North 88°54'50" West 151.28 feet from the southeast corner of the said Section 5- a government brass capped pipe monument);

thence North 89°28'34" West along a fence line 251.87 feet to the railroad tie fence corner post;

thence North 00°49'43" West 327.08 feet along a fence to a fence angle point;

thence North 00°06'00" West along a fence line, also being the Easterly boundary of River Bend Addition to the City of Salida (Plat filed on 16 September 1975, under Reception No. 165926- Chaffee County Records) for a distance of 847.20 feet to the northeast corner of said River Bend Addition to the City of Salida;

thence South 69°21' East along the southerly right-of-way boundary of U.S. Highway No. 50 a distance of 38.00 feet to the point of beginning.



CITY COUNCIL ACTION FORM

DEPARTMENT Administration	PRESENTED BY Drew Nelson - City Administrator	DATE December 7, 2021
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ITEM

Ordinance 2021-20 An Ordinance of the City Council of the City of Salida, Colorado, Reappointing and Setting Compensation for Cheryl Hardy-Moore as Municipal Court Judge for a Two Year Term Commencing January 1, 2022 and Running Through December 31, 2023, First Reading

BACKGROUND

Section 2-5-30 of the Salida Municipal Code provides that the City Council will appoint a qualified judge to preside over the Municipal Court. The SMC states:

Sec. 2-5-30. - Appointment and qualification of Municipal Judge.

The Municipal Court shall be presided over by a Municipal Judge who shall be appointed to office for a two-year term in accordance with Section 13-10-105, C.R.S., unless removed during such term by the City Council in accordance with Section 13-10-105(2), C.R.S. The Municipal Judge must also be a resident and qualified elector of the County or of a county adjoining the County. Additional judges as may be needed to transact the business of the Court may be appointed by the City Council for such terms as necessary.

Judge Cheryl Hardy-Moore was appointed to the position of Municipal Court Judge in January of 2016 for an initial term of two years and was reappointed to the position in January of 2018 and January 2020, with the last rate of pay set at \$1,700 per month. During the reappointment process in 2020, the City Council set the Judge's compensation via ordinance (Ordinance 2020-01), which is required per the SMC, which states:

Sec. 2-5-40. - Compensation of Judge.

The compensation of the Municipal Judge shall be an annual salary in an amount set by ordinance of the City Council, and shall be payable monthly.

Judge Hardy-Moore has expressed interest in remaining in the position as Municipal Court Judge. The proposed Ordinance 2021-20, if approved, would become effective on January 20, 2021, which is prior to the January Municipal Court date. The Independent Contractor Services Agreement is attached as Exhibit A.

FISCAL NOTE

The fiscal impact of this Ordinance would be \$20,400 annually (monthly compensation of \$1,700). This amount has been budgeted for in the 2022 Annual Budget for the City of Salida.

STAFF RECOMMENDATION

Staff believes it is appropriate to refrain from making a recommendation on this matter, as the Municipal Court Judge is a direct report to the City Council and should enjoy independence from Administration.

SUGGESTED MOTION

A City Councilmember should state, "I move to approve Ordinance 2021-20, reappointing Cheryl Hardy-Moore as Municipal Court Judge for a two-year term, and setting the second reading and public hearing for December 21, 2021", followed by a second and a roll call vote.

**CITY OF SALIDA, COLORADO
ORDINANCE NO. 20
(Series of 2021)**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,
REAPPOINTING AND SETTING COMPENSATION FOR CHERYL HARDY-MOORE
AS MUNICIPAL COURT JUDGE FOR A TWO YEAR TERM COMMENCING
JANUARY 1, 2022, AND RUNNING THROUGH DECEMBER 31, 2023**

WHEREAS, Section 2-5-30 of the Salida Municipal Code provides that the Municipal Court Judge shall be appointed by a majority vote of the members of the Salida City Council to serve a two-year term in accordance with C.R.S. Section 13-10-105; and

WHEREAS, Section 2-5-30 of the Salida Municipal Code further provides that the Municipal Court Judge shall serve a term of two (2) years, unless earlier removed from office; and

WHEREAS, the compensation of the Municipal Court Judge is set by Ordinance pursuant to Section 2-5-40 of the Salida Municipal Code; and

WHEREAS, Cheryl Hardy-Moore has performed the duties of Municipal Court Judge for the City of Salida conscientiously and appropriately during her past three (3) terms, and she has indicated an interest in serving for an additional term; and

WHEREAS, the Salida City Council desires to reappoint Cheryl Hardy-Moore as Municipal Court Judge.

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

1. The aforementioned recitals are hereby fully incorporated herein.
2. Based upon past performance in the position and her willingness to serve again, the Salida City Council hereby appoints Cheryl Hardy-Moore as Municipal Court Judge for a term of two (2) years expiring December 31, 2023, and setting the Municipal Court Judge's salary at \$1,700 per month.
3. This appointment shall be subject to execution of the contract for services attached hereto as **Exhibit A** and incorporated herein by this reference.

INTRODUCED ON FIRST READING, FINALLY ADOPTED, and ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the City of Salida by the City Council on the 7th day of December, 2021, and set for second reading and public hearing on the 21st day of December, 2021.

INTRODUCED ON SECOND READING, FINAL ADOPTED and ORDERED PUBLISHED OBY TITLE ONLY, by the City Council on the 21st day of December, 2021.

CITY OF SALIDA, COLORADO

[SEAL]

By _____
Dan Shore, Mayor

[ATTEST]

Erin Kelley, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into this 1st day of January, 2022 by and between the CITY OF SALIDA, COLORADO, a Colorado municipal corporation (“City”), and Cheryl Hardy Moore (“Contractor”).

WHEREAS, the City desires that Contractor perform the services of Municipal Court Judge as an independent contractor, in accordance with the provisions of this Agreement; and

WHEREAS, Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the parties hereto desire to set forth certain understandings regarding the services in writing.

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

1. Services. The City agrees to retain Contractor to provide the following professional services (hereinafter “Services”): (a) serve as Municipal Court Judge for the City of Salida; (b) exercise all powers and duties of Municipal Court Judge called for in the Salida Municipal Code; (c) conduct regular Municipal Court sessions and special sessions for the trial of cases as required; and (d) make and adopt rules and regulations for the conduct of business of the Municipal Court. Contractor warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein.

2. Compensation. Compensation to Contractor from the City for Services pursuant to this Agreement shall be One-Thousand Seven Hundred Dollars (\$1,700) per month, payable monthly.

3. Term. The Term of this Agreement shall be from the date first written above until December 31, 2023, or until the Agreement is terminated pursuant to Section 12 of this Agreement.

4. The position of Municipal Court Judge requires that the Contractor be an attorney with an active license to practice law in the State of Colorado. Contractor shall maintain an active law license at all times pertinent to this Agreement.

5. The Municipal Court Judge shall, as an attorney, be bound by the Colorado Rules of Professional Responsibility. The Municipal Judge, as a part time judge, shall be familiar with and guided by the Colorado Code of Judicial Ethics.

6. Outside Support Services and Sub-Contractor. Any sub-contractors shall be pre-approved by the City. A rate sheet for each sub-contractor shall be provided to the City.

7. Ownership of Instruments of Service. The City acknowledges the Contractor’s work product, including electronic files, as instruments of professional service. Nevertheless, the

final work product prepared under this Agreement shall become the property of the City upon completion of the services and payment in full of all monies due to the Contractor.

8. Monitoring and Evaluation. The City reserves the right to monitor and evaluate the progress and performance of the Contractor to ensure that the terms of this Agreement are being satisfactorily met in accordance with the City's and other applicable monitoring and evaluating criteria and standards. Contractor shall cooperate with the City relating to such monitoring and evaluation.

9. Independent Contractor. The parties agree that the Contractor shall be an independent contractor and shall not be considered an employee, agent, or servant of the City for any purpose. Contractor is not entitled to workers' compensation benefits from the City and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement.

10. Insurance Requirements. Contractor shall be responsible for, procure and keep in full force during the duration of this Agreement a policy of liability insurance insuring Contractor and any other insurance necessary to perform the duties contemplated by this Agreement and shall indemnify and hold harmless the City from any acts attributable to Contractor's negligence for which City may be held liable not covered by the City's insurance.

11. Indemnification. Contractor hereby covenants and agrees to indemnify, save, and hold harmless the City, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney's fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of any negligent act or error and omission or other tortious conduct of Contractor, its officers, subcontractors, employees, or agents in the performance or nonperformance of its obligations under this Agreement.

12. Termination. Contractor may be removed from their term of office only for cause. Contractor may be removed for cause if:

- a. She is found guilty of a felony or any other crime involving moral turpitude; or
- b. She has a disability which interferes with the performance of her duties and which is or is likely to become of permanent character; or
- c. She has willfully or persistently failed to perform her duties; or
- d. She is habitually intemperate; or
- e. The municipality required the judge, at the time of appointment, to be a resident of the municipality, or county in which the municipality is located, and she subsequently becomes a nonresident of the municipality or the county during her term of office; or
- f. She fails to maintain an active bar license as an attorney in the State of Colorado.

13. Entire Agreement. This Agreement, along with any addendums and attachments hereto, constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

14. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and venue for any action instituted pursuant to this Agreement shall be in the County of Chaffee, State of Colorado.

15. Authority. Each person signing this Agreement, and any addendums or attachments hereto, represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

16. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*

17. Assignability. Contractor shall not assign this Agreement without the City’s prior written consent.

18. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and assigns.

19. Survival Clause. The “Indemnification” provision set forth in this Agreement shall survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.

20. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

21. Notices. Any written notices required to be given under this Agreement shall be delivered as follows:

To the City: City Administrator
City of Salida
448 E. 1st Street, Suite 112
Salida, CO 81201
(719) 530-2629

Copy to: Wilson Williams LLP
15306 W 93rd Avenue
Arvada, CO 80007
(303) 376-8510

To the Contractor: Cheryl Hardy-Moore
31 Silver Spruce Drive
Salida, CO 81201
(970) 846-1251

