



CITY COUNCIL REGULAR MEETING

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

February 07, 2023 - 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

[1.](#) Civility Invocation

CONSENT AGENDA

[2.](#) Approve Agenda

[3.](#) Approve January 17, 2023 Minutes

[4.](#) Approve Monarch Madams Special Event

[5.](#) Approve FIBArk Boathouse Lease Agreement

[6.](#) Award 2023 Street Reconstruction Project

[7.](#) Approve Agreement for Transfer of Entitlements – Harriet Alexander Field

[8.](#) Approve Partial Release of Confluent Park, LLC LOC

[9.](#) Approve Partial Release of the Line of Credit for the Salida RV Resort

CITIZEN COMMENT—Three (3) Minute Time Limit

PROCLAMATIONS

[10.](#) Black History Month

UNFINISHED BUSINESS / ACTION ITEMS

NEW BUSINESS / ACTION ITEMS

[11.](#) **Resolution 2023-06** A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO AMENDING THE 2023 FEE SCHEDULES

[12.](#) **Resolution 2023-07** A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING CITIZEN APPOINTMENTS TO THE PUBLIC ART COMMISSION

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.

13. **Ordinance 2023-03** AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO AMENDING CHAPTER 16, ARTICLE VIII OF THE SALIDA MUNICIPAL CODE ENTITLED "DESIGN STANDARDS" TO AMEND SECTIONS 16-8-60, STORMWATER MANAGEMENT STANDARDS, AND SECTION 16-8-70, GRADING AND EROSION CONTROL, **FIRST READING AND SETTING A PUBLIC HEARING**

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Council Reports

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

Mayor Report

Treasurer Report

Attorney Report

Staff Reports

ADJOURN



City Clerk | Deputy City Clerk

Mayor Dan Shore



CIVILITY INVOCATION

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

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



CITY COUNCIL REGULAR MEETING

448 E. 1st Street, Room 190 Salida, Colorado 81201
January 17, 2023 - 6:00 PM

MINUTES

CALL TO ORDER

Pledge of Allegiance

Roll Call

PRESENT

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

Civility Invocation

CONSENT AGENDA

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

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

THE MOTION PASSED.

Approve Agenda

Approve January 3, 2022 Minutes

Approve Purchasing Policy

Approve an Elks Club Special Event

Approve Hangar Ground Lease Agreement for Salida Lumber Yard LLC

CITIZEN COMMENT—Three (3) Minute Time Limit

Cory Riggs, Madelyne Felsch, and Joey Rovinsky spoke during Public Comment.

UNFINISHED BUSINESS / ACTION ITEMS

Ordinance 2023-01 AN ORDINANCE OF THE CITY OF SALIDA, COLORADO ANNEXING TO THE CITY OF SALIDA A CERTAIN TRACT OF LAND IN UNINCORPORATED CHAFFEE COUNTY KNOWN AS THE LUNDBERG/CASRO ANNEXATION, **FINAL READING AND PUBLIC HEARING**

Mayor Shore opened the Public Hearing. Senior Planner Kristi Jefferson presented the Ordinance.

Hearing no comment, Shore closed the 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.

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

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

THE MOTION PASSED.

Ordinance 2023-02 AN ORDINANCE OF THE CITY OF SALIDA, COLORADO, ZONING CERTAIN REAL PROPERTY KNOWN AS THE LUNDBERG/CASTRO ANNEXATION AS HIGH DENSITY RESIDENTIAL (R-3) ZONE DISTRICT, FINAL READING PUBLIC HEARING

Mayor Shore opened the Public Hearing. Senior Planner Kristi Jefferson presented the Ordinance.

Hearing no comment, Shore closed the Public Hearing.

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

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

THE MOTION PASSED.

NEW BUSINESS / ACTION ITEMS

Resolution 2023-03 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, MAKING FINDINGS OF FACT, DETERMINATIONS, AND CONCLUSIONS CONCERNING THE LUNDBERG/CASTRO ANNEXATION.

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

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

THE MOTION PASSED.

Resolution 2023-04 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING AN ANNEXATION AGREEMENT WITH KAREN LUNDBERG AND VIRGINIA CASTRO FOR THE ANNEXATION OF CERTAIN REAL PROPERTY INTO THE CITY

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

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

THE MOTION PASSED.

Resolution 2023-05 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, SUPPORTING AN APPLICATION FOR THE STATE OF COLORADO INNOVATIVE HOUSING DEVELOPMENT INCENTIVES GRANT PROGRAM

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

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

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

THE MOTION PASSED.

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Reports were given.

ADJOURN

Adjourned at 6:43 p.m.



City Clerk | Deputy City Clerk

Mayor Dan Shore

Special Event Permit Request

We're Monarch Madams, a local neo-burlesque troupe promoting body positivity and equality while providing performance opportunities to the diverse talent of Salida. We offer entertainment embracing all gender identities while celebrating feminism and sensuality. Bringing these values to the Arts and Culture of Salida is very important to us and our supporters. For our next event, we are partnering with another women led community influence of similar values, Ark Valley High Rollers. This event is for our adult community and showcases a variety of the performing arts in Salida including dance, circus, theater, and music.

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

Item 4.

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NONPROFIT
AND ONE OF THE FOLLOWING (See back for details.)

- | | | |
|------------------------------------|--|--|
| <input type="checkbox"/> SOCIAL | <input checked="" type="checkbox"/> ATHLETIC | <input type="checkbox"/> PHILANTHROPIC INSTITUTION |
| <input type="checkbox"/> FRATERNAL | <input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER | <input type="checkbox"/> POLITICAL CANDIDATE |
| <input type="checkbox"/> PATRIOTIC | <input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY OWNING ARTS |
| <input type="checkbox"/> POLITICAL | <input type="checkbox"/> RELIGIOUS INSTITUTION | FACILITIES |

LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:

- | | |
|---|-----------------|
| 2110 <input checked="" type="checkbox"/> MALT, VINOUS AND SPIRITUOUS LIQUOR | \$25.00 PER DAY |
| 2170 <input type="checkbox"/> FERMENTED MALT BEVERAGE (3.2 Beer) | \$10.00 PER DAY |

DO NOT WRITE IN THIS SPACE

LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE

Ark Valley High Rollers

State Sales Tax Number (Required)

00639191-004

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE
(include street, city/town and ZIP)

POB 1315
Salida, CO 81201

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT
(include street, city/town and ZIP)

507 E. Rainbow Blvd.
Salida, CO 81201

NAME

DATE OF BIRTH

HOME ADDRESS (Street, City, State, ZIP)

PHONE NUMBER

4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE

Jessica Shook

5. EVENT MANAGER

Hannah Michaels

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN
ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?

☒ NO ☐ YES HOW MANY DAYS? _____

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?

☒ NO ☐ YES TO WHOM? _____

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? ☒ Yes ☐ No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	From	To	Date	From	To	Date	From	To	Date	From	To
Feb. 11, 2023	10a										
	To 10p			To			To			To	

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

SIGNATURE

TITLE

DATE

President

1/23/23

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

- ☐ CITY
☐ COUNTY

TELEPHONE NUMBER OF CITY/COUNTY CLERK

SIGNATURE

TITLE

DATE

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

LIABILITY INFORMATION

License Account Number

Liability Date

State

TOTAL

-750 (999) \$

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Ark Valley High Rollers

is a

Nonprofit Corporation

formed or registered on 06/04/2010 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20101320810 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/20/2023 that have been posted, and by documents delivered to this office electronically through 01/23/2023 @ 15:04:06 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 01/23/2023 @ 15:04:06 in accordance with applicable law. This certificate is assigned Confirmation Number 14633256 .



Jena Griswold

Secretary of State of the State of Colorado

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

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

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO
CERTIFICATE OF REGISTRATION

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

ARK VALLEY HIGH ROLLERS

is a **Charitable Organization** registered to solicit contributions in Colorado as required by the Colorado Charitable Solicitation Act, Title 6, Article 16, C.R.S.

This organization has been assigned a registration number of 20223027576.

The status of its registration is **Good**, and this status has been in effect since 10/04/2022.

The organization's registration expires on 08/15/2023.

Registrants may legally solicit contributions, provide consulting services in connection with a solicitation campaign, and conduct solicitation campaigns in Colorado until the registration expires or is withdrawn, suspended, or revoked.

This certificate reflects facts established or disclosed by documents delivered to this office electronically through 01/23/2023.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the Great Seal of Colorado, at the City of Denver on 01-23-2023 15:02:22



Jena Griswold

Secretary of State of the State of Colorado

EXIT 1 ~12'

BATHROOM

Item 4.

~12.5'

~7.5'

~17.5'

MAIN AREA
OF GUESTS
AND CONSUMPTION

~30.5'

~10.5'
BAR WHERE
DRINKS SERVED

~8'

~28'

- 11 -

Entrance

BUSINESS LEASE

This lease is made this 10th day of OCT. 2022, between Paul and Cheri Jensen (Lessor) and HANNAH MICHAELS (Lessee).

In consideration of the payment of the rent and the performance of the covenants and agreements by the Lessee set forth herein, the Lessor does hereby lease to the Lessee the following described premises situated in the County of Chaffee, in the State of Colorado; the address of which is:

509 E. RAINBOW BLV., AKA E. HWY 50 Salida, Colorado 81201.

Said premises, with all the appurtenances, are leased to the Lessee from the 1 day of NOV. until the 31st day of

OCT., 2023. Monthly installments of _____ will be payable in advance, on the 1st (First) day of each calendar month during the term of this lease and should be mailed to **309 Cottonwood Circle ~ Salida, Colorado 81201**, without notice. The rent for each year, after the first year, may be increased 10% (Ten Percent) per year. Additionally, Lessor may increase the rent during the term of the lease for any increases Lessor must pay for increased real property taxes, water, sewer or insurance.

The Lessee, in consideration of the leasing of the premises, agrees as follows:

1. To pay the rent for the premises above-described.
2. To keep the improvements upon the premises, including sewer connections, plumbing, wiring and glass in good repair. At the expiration of this lease, Lessee shall surrender the premises in as good a condition as when the Lessee entered the premises, except for the loss by fire, inevitable accident and ordinary wear. **Lessee shall keep all sidewalks on and around the premises free and clear of ice and snow.** Lessee shall keep the entire exterior premises free from dirt, debris and obstructions; and shall keep the premises in as clean and sanitary condition as required by the ordinances of the town and county in which the property is situated.
3. Any proposed modifications or alterations to the premises must be submitted to Lessor for approval prior to the modification or alteration. Any improvements made to the premises during the term of the tenancy shall become the sole and separate property of the Lessor.
4. To sublet **no part** of the premises and not assign the lease or any interest therein without the written consent of the Lessor.
5. An exterior sign post s provided by the Lessor. Lessee shall provide the sign facing for its own business. The sign facing must be of professional quality and its contents and printing are subject to the approval of Lessor.
6. Lessee shall not construct or place signs, awnings, marquees or other structures projecting from the exterior of the premises without the written consent of Lessors.
7. To use the premises only as a retail establishment and to use premises for no purposes prohibited by the laws of the United States or the State of Colorado, or of the ordinances of the city in which said premises are located and for no improper or any questionable purposes whatsoever and to neither permit nor suffer any disorderly conduct, noise or nuisance having a tendency to annoy or disturb any persons occupying adjacent premises.
8. To neither hold nor attempt to hold the Lessor liable for any injury or damage, either proximate or remote, occurring through or caused by the repairs, alterations, injury or accident to the premises, or adjacent premises, or other parts of negligence or default of the owners or occupants thereof or any other person, nor to hold the Lessor liable for any injury or stoppage of plumbing or sewerage upon said premises or upon adjacent premises, whether breakage or stoppage results from freezing or otherwise; to neither permit nor suffer said premises, or the walls or floors thereof to be endangered by overloading nor said premises to be used for any purpose which would render the insurance thereon void or the insurance risk more hazardous, nor make any alterations in or changes in, upon or about said premises without first obtaining the written consent of the Lessor thereof, but to permit the Lessor to place a "For Rent" and/or "For Sale" card or sign upon the leased premises at any time.
9. To allow the Lessor to enter upon the premises at any reasonable hour.

IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN LESSOR AND LESSEE AS FOLLOWS:

10. Subject to the rental provisions above, the water and sewer costs are to be paid by the Lessor. All other utilities shall be the sole responsibility of the Lessee.

11. No assent, expressed or implied, to any breach of any one or more of the agreements hereof shall be deemed or taken to be a waiver of any succeeding or other breach.

12. If, after the expiration of this lease, the Lessee shall remain in possession of the premises and continue to pay rent without a written agreement as to such possession, then such tenancy shall be regarded as a month-to-month tenancy, at a monthly rental, payable in advance, equivalent to the last month's rent paid under this lease and subject to all the terms and conditions of this lease.

13. If the premises are left vacant and any part of the rent reserved hereunder is not paid, then the Lessor may, without being obligated to do so and without terminating this lease, retake possession of the said premises and rent the same for such rent and upon such conditions as the Lessor may think best, making such change and repairs as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs and the Lessee shall be liable for the balance of the rent hereon reserved until the expiration of the term of this lease.

14. The Lessor acknowledges receipt of a deposit in the amount of \$_____ to be held by the Lessor for the faithful performance of all the terms, conditions and covenants of this lease. The Lessor may apply the deposit hereunder to cure any default under the terms of this lease and shall account to the Lessee for the balance. **The Lessee may not apply the deposit hereunder to the payment of rent reserved hereunder or the performance of other obligations.**

15. At the Lessor's option, it shall be deemed a breach of this lease if the Lessee defaults (a) in the payment of the rent or any other monetary obligation herein; or (b) in the performance of any other term or condition of this lease.

The Lessor may elect to cure such default and any expenses of curing may be added to the rent and shall become immediately due and payable. In the event that the Lessor elects to declare a breach of this lease, the Lessor shall have the right to give the Lessee three (3) days written notice requiring payment of the rent or compliance with other terms or provisions of the lease, or delivery of the possession of the premises. In the event any default remains uncorrected after three (3) days written notice, the Lessor, at the Lessor's option, may declare the term ended, repossess the premises, expel the Lessee and those claiming through or under the Lessee and remove the effects of the Lessee, all without being deemed guilty in trespass or of a forcible entry and detainer and without prejudice to any other remedies to which the Lessor may be entitled. If at any time this lease is terminated under this paragraph, the Lessee agrees to peacefully surrender the premises to the Lessor immediately upon termination and if the Lessee remains in possession of the premises, the Lessee shall be deemed guilty of unlawful detention of the premises. The Lessor shall be entitled to recover from the Lessee all damages by reason of the Lessee's default, including but not limited to the cost to recover and repossess the premises, the expenses of reletting, necessary renovation and alteration expenses, commissions and the rent for the balance of the term of this lease.

16. In the event the premises shall become untenable on account of damage by fire, flood or act of God, this lease may be thereupon terminated and the rent apportioned to the date of the occurrence of such damage.

17. In the event of any dispute arising under the terms of this lease, or in the event of nonpayment of any sums arising under this lease and in the event the matter is turned over to an attorney, the party prevailing in such dispute shall be entitled, in addition to other damages or costs, to receive reasonable attorney's fees from the other party.

18. In the event any payment required hereunder is not made within five (5) days after the payment is due, a late charge in the amount of fifteen percent (15%) of the payment will be paid by the Lessee.

19. In the event of a condemnation or other taking by any governmental agency, all proceeds shall be paid to the Lessor hereunder, the Lessee waiving all right to any such payments.

20. This lease is made with the express understanding that, in the event the Lessee becomes insolvent, or is declared bankrupt, in either event, the Lessor may declare the lease ended and all rights of the Lessee hereunder shall terminate and cease.

21. As part of the business lease, the Lessee agrees to supply the Lessor with a Certificate of Insurance showing liability coverage for Lessee's business in the amount of \$300,000.00 or more and to add the Lessor as "Additional Insured" to the Lessee's policy. This coverage is to remain in force the entire length of the lease.

THE LESSOR AND LESSEE FURTHER AGREE:

- A. Lessee shall have two parking space (s).
- B. Lessee will install their own phone service and equipment. If Lessee vacates the premises, the wiring and phone jacks shall remain in the building.
- C. This lease may be renewed by mutual agreement by Lessee and Lessor 60 days prior to expiration of this lease. Any adjustment to the monthly rental fee will be considered yearly and/or at the end of the lease term; not to exceed 10% (Ten Percent).
- D. In the event the property is sold, the new owners will be obligated to continue the existing lease.
- E. The Lessee is responsible for the extermination and control of insects, bugs, rodents, etc.
- F. **No Smoking** is allowed in the building.
- G. Animals will not be kept in the building.
- H. **A thirty (30) day notice** is required to terminate the lease.
- I. The damage deposit may **not** be used for rent.
- J. The utilities may not be disconnected while Lessee is in possession of the unit.
- K. When snow removal is necessary in the parking lot, the plowing service will be contracted out and the cost divided between the four tenants.
- L. **The Lessor must approve any structure to be attached to the walls, floors or ceiling, prior to attachment.**

The Lessor agrees to extend this lease for an additional year with a %(percent) increase of the monthly rent.

SHOULD ANY PROVISION of this lease violate any Federal, State or local law or ordinance, that provision shall be deemed amended to, so it will comply with such law or ordinance and shall be construed in a manner so as to comply.

This lease shall be binding on the parties, their personal representatives, successors and assigns.

LESSOR:

Paul Jensen

LESSEE:

Sharon Michaels

MAILING ADDRESS:

MAILING ADDRESS:



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Parks and Recreation	Diesel Post - Parks and Recreation Director	2/7/23

ITEM

Consent Agenda

Council Action - Approve entering into a lease agreement with the FIBArk Community Paddle Center for use of their boathouse facility.

BACKGROUND

The Department of Parks and Recreation will be leasing the FIBArk boathouse facility again in 2023 for use for administration and programming purposes. The department leased the space in 2022 and facilitated maintenance on the building to create a space that the department and community can use for programming. Currently, the Department uses school district facilities for programs and this will help provide more places for the department to serve the community.

The rent is \$1,348.00 per month and all maintenance that the City does is deducted from the payment.

STAFF RECOMMENDATION

To approve entering into a lease agreement with the FIBArk Community Boathouse after review by the City attorney.

SUGGESTED MOTION

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

LEASE

This Lease is dated this _1st_ day of _February_, 2023, 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"). At this time, the Premises does NOT include the southwestern portion of the building currently being used by for recreational tube rentals. 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. **See attached exhibit.**
2. Term. The term of the Lease and Tenant's obligation to pay rent is for twelve (12) months beginning on January 1, 2023 and expiring on December 31, 2023, 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 January 1, 2022 and on or before the 1st day of each month thereafter, Tenant shall owe to Landlord monthly rent of \$1,348.00, for a total obligation of \$16,176.00 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. Non-Exclusive Use. Tenant understands that Tenant's use of the Premises as described herein is not intended to be exclusive. Tenant acknowledges that Landlord retains the right to and in fact intends to use, without necessarily disclosing to Tenant, the Premises as needed for its routine meetings and programming, and to administer youth paddling events held in the Salida Whitewater Park. 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. **The Tenant will submit invoices for repair to the Landlord and those fees will be deducted from the rent.**

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.

20. Notices. All notices shall be in writing and shall be delivered personally, mailed by United States registered or certified mail (return receipt requested and postage prepaid), or sent by courier confirmed by receipt, addressed to the party at the addresses set forth below, or at such other address as the applicable party has designated to the other in accordance with this Section.

If to Landlord: **FIBArk Community Paddling Center**
P.O. Box 762
Salida, CO 81201

If to Tenant: **City of Salida**
448 East 1st Street
Salida, CO 81201

Notices shall be deemed to be given on the date of receipt, except that if delivery is refused, such notice shall be deemed given on the fifth day after it is sent.

21. Inspection. Landlord and persons authorized by Landlord shall have the right to enter and inspect the Premises at all reasonable times, and shall have the additional right, but not the obligation, to enter for the purpose of protecting their interest in the Premises, including making repairs, replacements and performing maintenance work. During the last 180 days prior to the expiration of the Lease, Landlord shall have the right to post "For Rent" signs, and at reasonable hours, to enter upon the Premises and exhibit the same to prospective Tenants.

22. Signs. Tenant shall not place upon nor permit to be placed upon any part of the Premises any signs, billboards or advertisements without the written consent of Landlord, except those already installed and in place.

23. Waiver. The waiver by Landlord of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of the Lease.

24. Prior and Subsequent Agreements. The Lease contains all of the agreements of the parties hereto with respect to any matter in connection with the lease of the Premises and Tenant's use of the Premises. No provision of the Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

25. Severability. Any provision of the Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed the Lease as of the date first appearing above.

{Signature Page follows}

Landlord:

FIBARK COMMUNITY PADDLING CENTER

By: _____

FIBArk Community Paddling Center

Board of Directors

Tenant:

CITY OF SALIDA

By: _____

Name: Drew Nelson

Title: City Administrator





CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Public Works	David Lady - Public Works Director	February 7, 2023

ITEM

Council Action – Award 2023 Street Reconstruction Project

Consent Agenda

BACKGROUND

The 2023 Street Reconstruction Project includes streetscape and utility improvements along Poncha Boulevard from Crestone Avenue to Grant Street. In 2021 improvements were completed between the Monarch Spur Trail and Crestone Avenue. A final phase of construction from Grant St to Holman Avenue is anticipated to be completed in 2024. The streetscape scope and configuration is consistent with the planning presented to Council at the August 15, 2022 work session and as presented to the adjacent property owners through public outreach this past fall.

Streetscape improvements include the addition of bike lanes, a detached sidewalk multiuse path, intersection improvements, stormwater enhancements, and green space improvements. Aesthetic features include landscaped islands adjacent to several crosswalk locations. Landscaping the perimeter of the streetscape along Thonhoff Park and the future trail along the golf course are planned to follow construction of the streetscape improvements. The planning efforts for these open spaces will be presented to Council at a later date.

Staff worked with geotechnical engineers during the design portion of the project to identify specifications that allow for the existing asphalt to be recycled in place which will significantly reduce trucking of materials, improve the construction schedule and reduce the construction cost. Landscaping proposed in the islands is consistent with best management practices for water conservation and sustainability.

The project was advertised and bids were received on January 31, 2023 as follows:

Bidder	Phase 1 (Crestone to Grant) Total	Business Location / Local Preference	Percent Above Low Bid
Y&K Excavating, Inc.	\$1,810,372.00	Salida – 5.0%	Low Bidder
Avalanche Excavation, Inc.	\$1,899,767.50	Salida – 5.0%	5%
DSI, Inc.	\$2,302,975.05	Salida – 5.0%	27%

Y&K has performed multiple projects for the City with excellent quality and service for this type of work. Due to the scope of the project, additional requirements were established for crew size and scheduling requirements in order to minimize disruption to the public. Y&K provided qualifications demonstrating capabilities necessary to meet these requirements and has similarly completed work ahead of schedule on other City projects.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Public Works	David Lady - Public Works Director	February 7, 2023

FISCAL NOTE

The 2023 Capital Budget line items are as follows:

\$1,800,000 (31-30-6020)	Streets - Rehabilitation
\$100,000 (21-30-6019)	Water – Infrastructure Upgrades & Replacements
\$350,000 (31-30-6037)	Water – Water Meter Replacement Program
\$400,000 (21-30-6019)	Sewer – Infrastructure Upgrades & Replacements

	2023 Street Reconstruction (1)	Soft Costs (2)	Project Total Budget (1+2)
STREET CONSTRUCTION	\$1,384,162.00	\$96,891.34	\$1,481,053.34
WATER CONSTRUCTION	\$183,590.00	\$12,851.30	\$196,441.30
SEWER CONSTRUCTION	\$242,620.00	\$16,983.40	\$259,603.40
TOTAL	(BASE BID) \$1,810,372.00	\$126,726.04	\$1,937,098.04

(2) Soft costs ~ 2.0% QA/QC and +/- 5% Minor Contract Revisions

The project is within the itemized 2023 budget. A budget amendment is not anticipated. Depending on how the construction progresses, staff may recommend a change order at a later date to expand the scope of the project to initiate the extension of the multi-modal trail out to Holman and begin portions of the next phase.

STAFF RECOMMENDATION

Award a construction contract for the 2023 Street Reconstruction Project and authorizing the City Administrator to enter into a Construction Agreement between the City and Y&K Excavation, Inc. in the amount of \$1,810,372.00 with a total project budget of \$1,937,098.04.

SUGGESTED MOTION

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

2023 STREET IMPROVEMENTS | PONCHA BLVD - PHASE 1





CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Drew Nelson - City Administrator	February 7, 2023

ITEM

Agreement for Transfer of Entitlements – Harriet Alexander Field

BACKGROUND

Annually, the Federal Aviation Administration (FAA) and the Colorado Department of Transportation (CDOT) Aeronautics Division allocate funds in the amount of \$150,000 to small regional airports for capital improvements. CDOT and the FAA have worked together to pool dollars between airports in order to establish larger funding amounts so that more work can be accomplished under contracts for these capital items. Generally, funds are pooled between 4 or more general aviation airports, bringing funding amounts of at least \$600,000 to each airport when it is their “turn” to receive funds. For FY 2023, the Craig/Moffat County Airport will be the recipient of these funds. Harriet Alexander Field will in turn be the recipient of a similar amount of funding in the future.

For Harriet Alexander Field, the recently-approved Capital Improvements Plan identifies multiple projects that will be eligible for improvement upon receipt of these funds. Projects include runway lengthening, Taxiway A extension, land acquisition, new fueling facilities, and multiple aeronautics-related improvements. These funds can also be used to leverage additional grants from the FAA in the future, multiplying dollar amounts into the millions depending on project applicability and funding availability.

FISCAL NOTE

Transfer of FAA funds in the amount of \$150,000 (half of which are allocated to the City of Salida, as 50% owners in Harriet Alexander Field). There is no direct fiscal impact to the City, as these are FAA funds.

STAFF RECOMMENDATION

Staff recommends approval of the Agreement for Transfer of Entitlements from Harriet Alexander Field to the Craig/Moffat County Airport in the amount of \$150,000.

SUGGESTED MOTION

A City Councilperson should state, “I move to combine and approve the Consent Agenda”, followed by a second and a roll call vote.



U.S. Department
of Transportation
**Federal Aviation
Administration**

Northwest Mountain Region
Colorado · Idaho · Montana · Oregon · Utah
Washington · Wyoming

Denver Airports District Office
26805 E. 68th Ave., Suite 224
Denver, CO 80249

Item 7.

January 18, 2023

Mr. Keith Baker
Chairman, Chaffee County Commissioners
104 Crestone Avenue
Salida, Colorado 81201

Honorable Dan Shore
Mayor, City of Salida
448 E. First St., Suite 112
Salida, Colorado

Dear Commissioner Baker and Mayor Shore,

We are enclosing an electronic copy of the Airport Improvement Program (AIP) “Agreement For Transfer of Entitlements”. This agreement will transfer \$150,0000 of fiscal years (FY) 2020 and 2021 of Federal funds from Harriet Alexander Field to Craig-Moffat County Airport. Please complete this agreement by having the authorized officials execute the appropriate sections. **Certification by the attorney should be completed following the acceptance and dated on or after the acceptance date.**

Your normal procedures for accepting documents such as this in accordance with local and state law should be followed, but evidence of such procedure is not required by the Federal Aviation Administration.

After execution and certification of the “Agreement For Transfer of Entitlements,” please e-mail a copy of the agreement to your FAA Project Manager, Paulette Lugo, at paulette.lugo@faa.gov.

Sincerely,

John P. Bauer, Manager
Denver Airports District Office

Enclosures



Request for FAA Approval of Agreement for Transfer of Entitlements

In accordance with 49 USC § 47117(c)(2),

Name of Transferring Sponsor: County of Chaffee and City of Salida, Colorado

hereby waives receipt of the following amount of funds apportioned to it under 49 USC § 47114(c) for

the: Name of Transferring Airport (and LOCID): Harriet Alexander Field

(ANK)

for each fiscal year listed below:

Entitlement Type (Passenger, Cargo or Nonprimary)	Fiscal Year	Amount
NP	2020	5158
NP	2021	144842
Total		150000

The Federal Aviation Administration has determined that the waived amount will be made available to:

Name of Airport (and LOCID) Receiving Transferred Entitlements:

Craig-Moffat County Airport

(CAG)

Name of Receiving Airport's Sponsor: Moffat County, Colorado

a public use airport in the same state or geographical areas as the transferring airport for eligible projects under 49 USC § 47104(a).

The waiver expires on the earlier of 09/30/2023 (date) or when the availability of apportioned funds lapses under 49 USC § 47117(b).

For the United States of America, Federal Aviation Administration:

Signature: _____

Name: John P. Bauer

Title: Manager, Denver Airports District Office

Date: 1/18/2023

Certification of Transferring Sponsor

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of

Name of Sponsor: County of Chaffee, Colorado

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: _____

Certificate of Transferring Sponsor's Attorney

I, _____, acting as Attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing Agreement under the laws of the state of _____ Colorado _____. Further, I have examined the foregoing Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and 49 USC § 47101, et seq.

Dated at _____ (City, State),
this _____ day of _____,

Signature of Sponsor's Attorney: _____

Certification of Transferring Sponsor

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of

Name of Sponsor: City of Salida, Colorado

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: _____

Certificate of Transferring Sponsor's Attorney

I, _____, acting as Attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing Agreement under the laws of the state of _____ Colorado _____. Further, I have examined the foregoing Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and 49 USC § 47101, et seq.

Dated at _____ (City, State),
this _____ day of _____,

Signature of Sponsor's Attorney: _____



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kathryn Dunleavy - Planner	February 7, 2022

ITEM

Approval to reduce Performance Guarantee amount for the Confluent Park Subdivision.

BACKGROUND

On August 18, 2020 City Council approved the Subdivision Improvement Agreement for the Confluent Park Subdivision. Paragraph 5.8 requires a financial guarantee for the public improvements that are required for the project in an amount of \$2,030,912.50, which includes the total estimated cost of completing the Required Improvements in the amount of \$1,624,730 plus 25%.

Paragraph 5.8.3 of the agreement states that "Upon completion of portions of the Required Improvements, the Developer may apply to the City for a release of part of the Performance Guarantee." And "Upon the City Engineer's inspection and written approval of the Completed Improvements in accordance with paragraph 5.6 above, and upon approval of the City Council, the City may authorize a release of the Performance Guarantee in the amount of 75% of the documented cost of the Completed Improvements."

The public infrastructure is substantially complete with the exception of a shared use trail along US-50. The warranty amount for completed work can be reduced to 25% which equates to \$381,595. Remaining work of completing the shared use trail has an amount of 125% of the construction cost which equates to \$122,937. Therefore, the total remaining guarantee amount will be \$504,532.50.

Attached is a memo from Public Works Director David Lady stating work has been completed consistent with the plans and costs provided by the developer, Confluent Park Salida, LLC.

FISCAL NOTE

There are no budget implications with the approval.

STAFF RECOMMENDATION

Staff has identified that the request meets the requirements set forth in the Subdivision Improvement Agreement and recommends Council reduce the Performance Guarantee amount for the Confluent Park Subdivision Project from \$2,030,912.50 to \$504,532.50

SUGGESTED MOTION

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

Followed by a second and then a vote.



February 1, 2023

RE: Confluent Park Subdivision, Salida, Colorado
Letter of Substantial Completion for Public Improvements

To: John Diesslin, Confluent Park Salida, LLC, Developer

This letter provides notice to the developer that the public improvements for Confluent Park Subdivision are deemed substantially complete with the exception of a paved trail adjacent to US-50. This work was postponed due to potential conflict with other construction but is scheduled to be completed in 2023. The improvements consisted of public water, sewer, street, and stormsewer construction as identified in the Subdivision Improvement Agreement, dated August 18th, 2020. Work has been inspected and approved.

The 1-year warranty period for the public improvements associated with the project will initiate on February 1, 2023.

Thanks,

A handwritten signature in black ink that reads 'David Lady'.

David Lady, P.E.
Director of Public Works
City of Salida

cc: Bill Almquist
Director of Community Development



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	February 7, 2023

ITEM

Approval to reduce Performance Guarantee amount for the Salida RV Resort.

BACKGROUND

On September 21, 2020 City Council approved Resolution 2020-28 for the Development Agreement for the Salida RV Resort. Paragraph 5.6 requires a financial guarantee for the public improvements that are required for the project in an amount of \$598,784.00, which includes the total estimated cost of completing the Required Improvements in the amount of \$479,027.00 plus 25% ($479,027.00 * 25\% = \$119,756.75$).

Paragraph 5.6.4 of the agreement states that "Upon the Director of Public Work's inspection and written approval of all Required Improvements in accordance with paragraph 5.10, City Council shall authorize a release of the Performance Guarantee in the amount of 90% of the total estimated cost of all required improvements."

Attached is a memo from Public Works Director David Lady stating work has been completed consistent with the plans and costs provided by the developer, G2M, LLC. Staff estimates the partial release will be \$538,905.60 ($\$598,784 * 90\% = \$538,905.60$) leaving a remainder of \$59,878.40 for the remaining warranty period.

FISCAL NOTE

There are no budget implications with the approval.

STAFF RECOMMENDATION

Staff has identified that the request meets the requirements set forth in the Development Improvement Agreement and recommends Council reduce the Performance Guarantee amount for the Salida RV Resort Project from \$598,784.00 to \$59,878.40.

SUGGESTED MOTION

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

Followed by a second and then a vote.



June 27, 2022

RE: Salida RV Park, Salida, Colorado
Letter of Substantial Completion for Public Improvements

To: Brian Morrison, G2M, LLC

This letter provides notice to the developer that the public improvements for Salida RV Park are deemed substantially complete. The improvements consisted of public roadway improvements to CR102, water main, and sanitary sewer main construction as identified in the Subdivision Improvement Agreement, dated August 20, 2019. Work has been inspected and approved. The 1-year warranty period for the public improvements associated with the project will initiate on June 27, 2022. Substantial Completion and related easement for the public river trail shall be reviewed and approved at a later date.

Thanks,

David Lady, P.E.
Director of Public Works
City of Salida

cc: Bill Almquist
Director of Community Development



IRREVOCABLE LETTER OF CREDIT

Borrower: G2M, LLC
1901 Jackson St
Golden, CO 80401

Lender: GREAT WESTERN BANK
Denver Commercial Banking
3650 E. 1st Ave
Denver, CO 80206

Beneficiary: The City of Salida, City Administrator and City Authority
448 E First Street, Ste 112
Salida, CO 81201

NO.: 979

EXPIRATION DATE. This letter of credit shall expire upon the close of business on 01-15-2022 and all drafts and accompanying statements or documents must be presented to Lender on or before that time (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Five Hundred Ninety-eight Thousand Seven Hundred Eighty-four & 00/100 Dollars (\$598,784.00) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions:

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER GREAT WESTERN BANK IRREVOCABLE LETTER OF CREDIT NO. 979 DATED 01-15-2021," and the amount of each draft shall be marked on the draft. Only Beneficiary or Beneficiary's transferee may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREES. This Letter of Credit may be transferred by Beneficiary upon prior written notice to Lender of the transfer. The transferee shall be deemed the new Beneficiary of this Letter of Credit and the documents of the transferee, including drafts required under this Letter of Credit, will be processed by Lender (or any intermediary) without the original Beneficiary's intervention and without any further obligation of Lender to the original Beneficiary.

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee under the "Permitted Transferees" paragraph above (the "Permitted Transferee"), the documents required for a draw shall include all documents required elsewhere in this Letter of Credit, except that such documents may be in the name of and executed by either the original Beneficiary or the presenter permitted by the "Permitted Transferees" paragraph above.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Colorado without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Colorado.

EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

IRREVOCABLE LETTER OF CREDIT
(Continued)

Item 9.

Page 2

Dated: January 14, 2021

LENDER:

GREAT WESTERN BANK

By: 
Cari Clayton, Business Banker IV

ENDORSEMENT OF DRAFTS DRAWN:

Date	Negotiated By	Amount In Words	Amount In Figures
------	---------------	--------------------	----------------------

LetterPro, Ver. 20.2.20.003 Copr. Finestra USA Corporation 1997, 2021. All Rights Reserved. - CG C:\APPS\GDLP\CFILPLICA3LOG.PC TR-1401664 PR-217

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 28
(Series 2020)**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO
APPROVING THE DEVELOPMENT AGREEMENT FOR THE SALIDA RV RESORT.**

WHEREAS, the property owners, G2M LLC ("Developer") are owners of 19.1 acres ("Property") which was annexed by the City of Salida subject to the Angler's Ridge Annexation Agreement, which was amended by the City Council on March 5, 2019 and is recorded at Reception No. 453086 at the Chaffee County Recorder's Office; and

WHEREAS, the property was zoned R-4, Manufactured Housing Residential by Ordinance No. 2019-04 approved by Council on February 19, 2019; and

WHEREAS, on February 24, 2020 the Planning Commission approved the Salida RV Resort limited impact review for the property; and

WHEREAS, pursuant to Sections 16-2-60 of the Land Use Code, and according to the provisions of the First Amended Angler's Ridge Annexation Agreement, the City and the Developer wish to enter into this Agreement to set forth their understanding concerning the terms and conditions for the construction of the public improvements; cost sharing in accordance with the development plan and annexation agreement and the provision for affordable leases for Chaffee County workforce for the Property ("Agreement"); and

WHEREAS, staff shall be permitted to correct immaterial errors, typos and inconsistencies in the Agreement as approved by the Mayor.

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

The Salida RV Resort Development Agreement is hereby approved.

RESOLVED, APPROVED AND ADOPTED on this 15th day of September, 2020.

(SEAL)

ATTEST:


Evin Kelley
City Clerk/Deputy City Clerk

CITY OF SALIDA, COLORADO



Mayor PT Wood

**DEVELOPMENT AGREEMENT
(Salida RV Resort)**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this 15th day of September, 2020, by and between the CITY OF SALIDA, COLORADO, a Colorado statutory city ("City"), and G2M, LLC, a limited liability corporation ("Developer") (each a "Party" and together the "Parties").

Section 1 - Recitals

- 1.1 The Developer contends that it is the fee title owner of certain lands known as the Salida RV Resort (the "Project") and more particularly described on attached **Exhibit A**, which is incorporated herein by this reference (the "Property"). The Property is located within the boundaries of the City.
- 1.2 The Developer received Manufactured Housing Residential (R-4) zoning on the 19.1 acre site on February 19, 2019 when the City Council adopted Ordinance 2019-04 on second reading.
- 1.3 The City Council approved the First Amended Angler's Ridge Annexation Agreement on March 5, 2019 by Resolution 2019-11; and it is recorded at Reception No. 453086 of the Chaffee County Recorder's Office. The agreement references the change in land use for the site from the 200 unit tiny home development to the proposed RV park; described how the site is to be served by Salida sewer and water utilities; amended the requirements for affordable housing; defined the role of the Chaffee County Housing Office to ensure compliance with the affordable housing requirements and removed restrictions on short term rentals. Requirements that remain from the original agreement includes the construction of D&RG Drive; provision of open space and river access and the collection of city sales taxes.
- 1.4 On February 24, 2020 the Salida Planning Commission approved the limited impact review of the Salida RV Resort development plan, subject to conditions.
- 1.5 The City wishes to advance development within municipal boundaries in accordance with the City of Salida Comprehensive Plan.
- 1.6 Pursuant to Section 16-2-60 of the Land Use Code, the City and the Developer wish to enter into this Agreement to set forth their understanding concerning requirements of the Project including fees; provision of affordable housing and off-site public improvements to be constructed and installed on the Property in association with the Developer's activities under any building permit issued under the Permit Application, if approved ("Building Permit").

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

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

Section 2 – Definitions

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

- 2.1 “Agreement” means this Development Agreement. The Recitals in Section 1 above are fully incorporated into this Agreement and made a part hereof by this reference.
- 2.2 “Affordable Housing” means units that are deed restricted to be rented or sold to households earning 80% or less of the Area Median Income for Chaffee County as more particularly defined herein.
- 2.3 “Building Permit” means any building permit issued under the Permit Application, if approved.
- 2.4 “City” means the City of Salida, a Colorado statutory City.
- 2.5 “City Administrator” means the City Administrator of the City of Salida, and the City Administrator’s designee.
- 2.6 “City Code” means the City of Salida Municipal Code.
- 2.7 “City Council” means the City Council of the City of Salida, Colorado.
- 2.8 “Dark Sky-Compliant” means lighting in compliance with Section 16-8-100 of the Land Use Code and intended to protect the night sky from nuisance glare and stray light from poorly aimed, poorly placed, poorly maintained, or poorly shielded light sources.
- 2.9 “Developer” means G2M, LLC, and its successor(s)-in-interest with respect to the Property.
- 2.10 “Easement Lands” means all real property to be dedicated to the City hereunder in the form of easements.
- 2.11 “Effective Date” means the date on which City Council adopted a resolution approving the execution of this Agreement. On the Effective Date, this Agreement will become binding upon and enforceable by the City and the Developer.

- 2.12 “Force Majeure” means acts of God, fire, abnormal weather, explosion, riot, war, labor disputes, terrorism, or any other cause beyond the applicable Party’s reasonable control. A lack of money or inability to obtain financing does not constitute Force Majeure.
- 2.13 “Land Use Code” means the City’s Land Use and Development Code, Title 16 of the City Code.
- 2.14 “Native Vegetation” means “native plant” as defined in the Colorado Noxious Weed Act, C.R.S. § 35-5.5-103(15).
- 2.15 “Noxious Weed” takes the meaning given to that term in the Colorado Noxious Weed Act, C.R.S. § 35-5.5-103(16).
- 2.16 “Other Required Improvements Warranty Period” means a period of two years from the date that the Director of Public Works, in accordance with the terms and conditions of paragraph 5.9 below, approves the Required Improvements that are not Public Improvements, and certifies their compliance with approved specifications.
- 2.17 “Performance Guarantee” means cash, a letter of credit, a cash bond, a performance bond, or other security acceptable to the City Attorney to secure the Developer’s construction and installation of the Required Improvements, in an amount equal to 125% of the estimated cost of said Required Improvements.
- 2.18 “Permit Application” means the Developer’s full and complete application for a building permit for a RV park consisting of up to 158 spaces to be constructed on the Property.
- 2.19 “Property” means the land that is known as the “Salida RV Resort” and described in attached **Exhibit A**.
- 2.20 “Public Improvements” means Required Improvements constructed and installed by the Developer and dedicated to the City in accordance with this Agreement, including without limitation water mains, water service lines, water laterals, fire hydrants, and other water distribution facilities; irrigation lines and facilities; wastewater collection mains, lines, laterals, and related improvements; drainage facilities in public rights-of-way; handicap ramp improvements; and required curbs, sidewalks, and street improvements. The Required Improvements that are also Public Improvements are identified on attached **Exhibit B**.
- 2.21 “Public Improvements Warranty Period” means a period of one year from the date that the Director of Public Works, in accordance with the terms and conditions of paragraph 5.9 below, approves the Public Improvements and certifies their compliance with approved specifications.
- 2.22 “Reimbursable Costs and Fees” means all fees and costs incurred by the City in connection

with the City's processing and review of the Permit Application and the Building Permit; and the City's drafting, review, and execution of this Agreement.

- 2.23 **"Required Improvements"** means the public and other improvements that the Developer is required to make to the Property in association with the Developer's activities under the Permit Application and the Building Permit, including without limitation improvements for roads, parking lots or structures, signage, landscaping, drainage improvements, sidewalks, and utilities.

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

Section 3 – Purpose of Agreement and Binding Effect

- 3.1 **Salida RV Resort.** The Salida RV Resort is a project consisting of parking spaces for Recreational Vehicles to be used on a temporary basis in conformance with specific requirements stated in the First Amended Angler's Ridge Annexation Agreement, Chapter 16 of the Salida Municipal Code and Planning Commission's approval of the development plan.
- 3.2 **Contractual Relationship.** There are two purposes of this Agreement. First, the purpose of this Agreement is to establish a contractual relationship between the City and the Developer with respect to the improvements the Developer is required to make to the Property in association with the Developer's activities under the Permit Application and the Building Permit, and to establish terms and conditions for such improvements. The other purpose of this Agreement is to stipulate how the requirements of the First Amended Angler's Ridge Annexation Agreement regarding affordability will be implemented. The terms, conditions, and obligations described herein are contractual obligations of the Parties, and the Developer waives any objection to the enforcement of the terms of this Agreement as contractual obligations.
- 3.3 **Binding Agreement.** This Agreement benefits and is binding upon the City, the Developer, and the Developer's successor(s). The Developer's obligations under this Agreement constitute a covenant running with the Property.

Section 4 – Construction under Permit Application and Building Permit

- 4.1 The Developer agrees that it will undertake construction under the Permit Application, if approved, and the Building Permit, if issued, only in accordance with the terms and conditions of this Agreement and all requirements of the City Code as it may be amended, including without limitation the Land Use Code, and all other applicable laws and regulations, including all City Ordinances and regulations, all State statutes and regulations, and all Federal laws and regulations.

Section 5 – Terms and Conditions for Construction

- 5.1 Other Applicable Laws and Regulations. All terms and conditions imposed by this Agreement are in addition to and not in place of any and all requirements of the City Code as it may be amended, including without limitation the Land Use Code, and all other applicable laws and regulations, including all City Ordinances and regulations, all State statutes and regulations, and all Federal laws and regulations.
- 5.2 Submittals to and Approvals by City Administrator. Unless this Agreement specifically provides to the contrary, all submittals to the City in connection with this Agreement must be made to the City Administrator. In addition, unless this Agreement specifically provides to the contrary, the City Administrator and/or City Council must provide all approvals required of the City in connection with this Agreement.
- 5.3 Required Improvements. Attached **Exhibit B**, which is incorporated herein by this reference, provides a detailed list of the Required Improvements for which the Developer is responsible, along with the reasonably estimated costs of those Required Improvements, including both labor and materials. The Required Improvements must be designed, built, and installed in conformity with the City's Standard Specifications for Construction, as those Standard Specifications may be amended, and must be designed and approved by a registered professional engineer retained by the Developer. Before the Developer's commencement of construction or installation of the Required Improvements, the Director of Public Works must review and approve the drawings and plans for such improvements. In addition to warranting the Required Improvements as described in paragraph 5.7 below, the Developer shall perform routine maintenance on the Public Improvements for the duration of the Public Improvements Warranty Period and on the other Required Improvements for the duration of the Other Required Improvements Warranty Period.
- 5.4 General Construction Standards. The Developer shall ensure that all construction is performed in a workmanlike manner in accordance with this Agreement and with the City's rules, regulations, requirements, criteria, and standards governing such construction, as they may be amended.
- 5.5 Specific Requirements for Construction within Waste Water Treatment Plant (WWTP). In addition to the general construction standards described above in paragraph 5.4, construction of private and public utilities within the WWTP shall be in accordance with the additional requirements stated herein.
- 5.5.1 Developer shall contribute one hundred thousand dollars (\$100,000) towards the City's construction of additional concrete drying beds for bio-solids at the north end of the site, at the discretion and as directed by the Public Works Director. Payment shall be made within 30 days of the date of this agreement and prior to executing the Construction Agreement and issuing the Notice of Award to the contractor. The new beds must be complete and ready for use prior to beginning construction of the private and public utilities within the WWTP.

- 5.5.2 Developer shall install two – three inch low pressure sewer lines: one dedicated to the Salida RV Resort and the second to be owned by the City for any future connections at the City's discretion.
 - 5.5.3 Construction of the private sewer lines and public water line (Required Improvements) shall be in accordance with the Construction Schedule for within the WWTP as shown in **Exhibit C**.
 - 5.5.4 Developer shall prepare an easement for recordation to allow required maintenance and repair of the Salida RV Resort private sewer line subject to notice and access to be granted by the City.
 - 5.5.5 Developer shall erect temporary fencing as needed along west end of the WWTP to ensure plant remains secure while utility work is underway. The final perimeter security fence shall be located on the property line, and shall be installed with the same materials and specifications as the existing fencing.
 - 5.5.6 All spoils from utility line construction shall be removed from the WWTP immediately upon excavation. Developer shall remove and replace asphalt driveway, or 2-inch mill and overlay, if any wear or damage is present due to construction activities.
 - 5.5.7 Developer shall repair any other damage that may occur due to construction activities.
- 5.6 Performance Guarantee. Before commencement of construction under the Permit Application, if approved, and the Building Permit, if issued, the Developer shall furnish the City with an effective Performance Guarantee in the amount of 125% of the total estimated cost of the Required Improvements, as shown on **Exhibit B**. The total estimated cost of the Required Improvements, including both labor and materials, is \$479,027 therefore, the Performance Guarantee must be in an amount equal to \$598,784.
- 5.6.1 The Performance Guarantee must provide for payment to the City upon demand, based upon the City's written certified statement that the Developer has failed to construct, install, maintain, or repair, as required by this Agreement, any of the Required Improvements.
 - 5.6.2 The Developer shall extend or replace the Performance Guarantee at least thirty days prior to its expiration. In the event that the Performance Guarantee expires, or the entity issuing the Performance Guarantee becomes non-qualifying, or the City reasonably determines that the cost of the Required Improvements is greater than the amount of the Performance Guarantee, then the City shall give written notice to the Developer of the deficiency, and within thirty days of receipt of such notice, the Developer shall provide the City an increased or substituted

Performance Guarantee that meets the requirements of this paragraph 5.6 and the Land Use Code.

- 5.6.3 Upon completion of portions of the Required Improvements ("Completed Improvements"), the Developer may apply to the City for a release of part of the Performance Guarantee. Any such application must include submittal of as-built drawings and a detailed cost breakdown of the Completed Improvements. Upon the Director of Public Work's inspection and written approval of the Completed Improvements in accordance with paragraph 5.10 below, the City Council may authorize a release of the Performance Guarantee in the amount of 75% of the documented cost of the Completed Improvements.
- 5.6.4 Upon the Director of Public Work's inspection and written approval of all Required Improvements in accordance with paragraph 5.10 below, the City Council shall authorize a release of the Performance Guarantee in the amount of 90% of the total estimated cost of all Required Improvements, as shown on **Exhibit B**.
- 5.6.5 Upon the expiration of both the Public Improvements Warranty Period and the Other Required Improvements Warranty Period described in paragraph 5.8 below, the Developer's correction of all defects discovered during such periods, and the City's final acceptance of the Public Improvements in accordance with paragraph 5.10 below, the City Council shall authorize a full release of the Performance Guarantee.
- 5.6.6 Failure to provide or maintain the Performance Guarantee in compliance with this paragraph 5.6 will constitute an event of default by the Developer under this Agreement. Such default will be subject to the remedies, terms, and conditions listed in Section 8 below.
- 5.7 Conveyance of Public Improvements. Within twenty-eight days of the City's final acceptance of the Public Improvements in accordance with paragraph 5.11 below, the Developer shall, at no cost to the City, do the following:
 - 5.7.1 Execute and deliver to the City a good and sufficient bill of sale describing all of the Public Improvements constructed, connected, and installed by the Developer pursuant to this Agreement, together with all personal property relating to the Public Improvements ("Bill of Sale"). In the Bill of Sale, the Developer shall warrant the conveyance of the Public Improvements as free from any claim, demand, security interest, lien, or encumbrance whatsoever. Acceptance of the Bill of Sale must be authorized by City Council.
 - 5.7.2 Execute and deliver to the City a good and sufficient General Warranty Deed conveying to the City, free and clear of liens and encumbrances, all easements necessary for the operation and maintenance of the Public Improvements to the extent the Public Improvements are not constructed within dedicated easements or rights-of-way.

- 5.7.3 Deliver to the City all engineering designs, current surveys, current field surveys, and as-built drawings and operation manuals for the Public Improvements and for all improvements made for utilities, or make reasonable provision for the same to be delivered to the City. The legal description of all utility service lines must be prepared by a registered land surveyor at the Developer's sole expense.
- 5.8 Warranty. The Developer shall warrant the Public Improvements for one year from the date that the Director of Public Works, in accordance with paragraph 5.10 below, approves the Public Improvements and certifies their compliance with approved specifications ("Public Improvements Warranty Period"). The Developer shall warrant all other Required Improvements for a period of two years from the date that the Director of Public Works, in accordance with paragraph 5.9 below, approves the other Required Improvements and certifies their compliance with approved specifications ("Other Required Improvements Warranty Period"). In the event of any defect in workmanship or quality during the Public Improvements Warranty Period or the Other Required Improvements Warranty Period, the Developer shall correct the defect in workmanship or material. In the event that any corrective work is performed by the Developer during either Warranty Period, the warranty on said corrected work will be extended for one year from the date on which it is completed. Should the Developer default in its obligation to correct any defect in workmanship or material during either the Public Improvements Warranty Period or the Other Required Improvements Warranty Period, the City will be entitled to draw on the Performance Guarantee and/or to pursue any other remedy described in Section 8 below.
- 5.9 Observation of Construction and Inspection of Required Improvements. The City may observe all construction on the Property, and may inspect and test each component of the Required Improvements. The Developer shall reimburse the City for all costs associated with the City's observation of construction on the Property and inspection of the Required Improvements, and the City shall not give its written approval of the Required Improvements, as described in paragraph 5.10 below, until such costs have been reimbursed. Such observation and inspection may occur at any point before, during, or upon completion of construction.
- 5.10 Director of Public Work's Written Approval of Required Improvements. At the Developer's request, the Director of Public Works shall inspect the Required Improvements to ascertain whether they have been completed in conformity with the approved plans and specifications. The Director of Public Works shall confirm in writing the date(s) on which (i) individual Required Improvements have been completed in conformity with the approved plans and specifications, and (ii) all Public Improvements have been completed in conformity with the approved plans and specifications. The Developer shall make all corrections necessary to bring the Required Improvements into conformity with the approved plans and specifications.

- 5.11 Final Acceptance of Public Improvements. Upon expiration of the Public Improvements Warranty Period, and provided that any breaches of warranty have been cured and any defects in workmanship and/or materials have been corrected, the City shall issue its final written acceptance of the Public Improvements. Thereafter, the City shall maintain such Public Improvements.
- 5.12 Inspection Distinguished from Approval. Inspection, acquiescence, and/or verbal approval by any City official of construction on the Property, at any particular time, will not constitute the City's approval of the Required Improvements as required hereunder. Such written approval will be given by the City only in accordance with paragraph 5.10 above.
- 5.13 Revegetation. Any area disturbed by construction must be promptly revegetated with Native Vegetation following completion of such work unless a building permit application has been requested for such area. In addition, the Developer shall control all Noxious Weeds within such area to the reasonable satisfaction of the City.
- 5.14 Local Utilities. In addition to the Required Improvements, the Developer shall install service lines for both on-site and off-site local utilities necessary to serve the Property, including without limitation service lines for telephone, electricity, natural gas, cable television, and street lights. The Developer shall install such service lines underground to the maximum extent feasible. If such lines are placed in a street or alley, they must be in place prior to surfacing.
- 5.15 Public Use Dedication. Consistent with paragraph 2.c of the First Amended Angler's Ridge Annexation Agreement, Developer shall construct an eight to ten foot wide trail along the frontage of the Arkansas River as described in the Agreement and provide a 25 foot wide public trail easement to be reviewed, approved and recorded by the City prior to completion of the Required Improvements.
- 5.16 Landscape Improvements. As shown on **Exhibit B**, certain of the Required Improvements are landscape improvements. The Developer shall construct all landscape improvements in accordance with the requirements of Section 16-8-90 of the Land Use Code.
- 5.17 Drainage Improvements. As shown on **Exhibit B**, certain of the Required Improvements are drainage improvements.
- 5.17.1 In accordance with Section 16-8-60 of the Land Use Code, the Developer shall retain a registered professional engineer to prepare a drainage study of the Property and to design a drainage system according to generally accepted storm drainage practices. The drainage plan must conform to the City's flood control regulations, as given in Article XI of the Land Use Code, and must be reviewed and approved in writing by the Director of Public Works before commencement of construction activities, including over-lot grading.

- 5.17.2 All site drainage, including drainage from roof drains, must be properly detained and diverted to the drainage system approved in the drainage plan before any certificate of occupancy will be issued for the Property.
- 5.17.3 All drainage improvements within public rights-of-way will be dedicated to the City as Public Improvements. All drainage improvements on private property will be maintained by the Developer, subject to easements to allow the City access in the event that the Developer fails to adequately maintain the drainage facilities.
- 5.18 Slope Stabilization. Any slope stabilization work must be performed in strict compliance with applicable law, including City Ordinances and regulations, State statutes and regulations, and Federal law and regulations. The City will determine on a case-by-case basis whether additional requirements apply to slope stabilization work.
- 5.19 Blasting and Excavation. Any removal of rock or other materials from the Property by blasting, excavation, or other means must be performed in strict compliance with applicable law, including City Ordinances and regulations, State statutes and regulations, and Federal law and regulations. The City will determine on a case-by-case basis whether additional requirements apply to blasting and excavation work.
- 5.20 Trash, Debris, and Erosion. During construction, the Developer shall take all necessary steps to control trash, debris, and erosion (whether from wind or water) on the Property. The Developer also shall take all necessary steps to prevent the transfer of mud or debris from construction sites on the Property onto public rights-of-way. If the City reasonably determines and gives the Developer written notice that such trash, debris, or erosion causes or is likely to cause damage or injury, or creates a nuisance, the Developer shall correct any actual or potential damage or injury and/or abate such nuisance within five working days of receiving such written notice. Pursuant to Section 7-1-60 of the City Code, where, in the opinion of the City Administrator or Chief of Police, a nuisance constitutes an immediate and serious danger to the public health, safety, or welfare, or in the case of any nuisance in or upon any street or other public way or public ground in the City, the City has authority to summarily abate the nuisance without notice of any kind.
- 5.21 Compliance with Environmental Laws. During construction, the Developer shall comply with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including solid waste requirements; and shall comply with all requirements pertaining to the disposal or existence of any hazardous substances, pollutants, or contaminants as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder.
- 5.22 Fees. The Developer shall pay to the City the fees described below at the time set forth below:

5.22.1 Developer's Reimbursement of Processing Fees. The Developer shall reimburse the City for all fees and actual costs incurred by the City in connection with the City's processing and review of the Permit Application and the Building Permit; and the City's drafting, review, and execution of this Agreement ("Reimbursable Costs and Fees"). The Reimbursable Costs and Fees include but are not limited to the City's costs incurred for engineering, surveying, and legal services, including the services of outside City consultants and/or counsel; recording fees; printing and publication costs; and any and all other reasonable costs incurred by the City.

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

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

5.22.1.3 Interest will be imposed at rate of 1.5% per month on all balances not paid to the City within 30 days of the effective date of the City's invoicing of the Developer for the Reimbursable Costs and Fees, with that effective date determined in accordance with the notice provisions of paragraph 10.6 below. In addition to any and all remedies available to the City and in the event the City is forced to pursue collection of any amounts due and unpaid under this provision or under this Agreement, the City shall be entitled to collect attorney's fees and costs incurred in said collection efforts in addition to the amount due and unpaid.

5.22.2 Payment of Currently Existing Fees. The Developer shall pay to the City any fees required to be paid under this Agreement or the currently existing City Code, regardless of whether the relevant provisions of the City Code are later amended, repealed, or declared to be invalid. Payment of such fees pursuant to this Agreement is agreed to by and between the Parties as a term and condition of the City's issuance of the Building Permit, if the Permit Application is approved. The Developer further agrees not to contest any Ordinance imposing such fees as they pertain to the Property.

5.23 Lighting. All lighting on the Property must be Dark-Sky Compliant and must conform to Section 16-8-100 of the Land Use Code and all other applicable City Ordinances in effect at the time of permitting.

5.24 Signage. All signage on the Property must conform to Article X of the Land Use Code and all other applicable City Ordinances in effect at the time of permitting.

Section 6 – Construction Schedule

- 6.1 **Construction Schedule.** Attached **Exhibit D**, which is incorporated herein by this reference, provides the schedule according to which construction will occur, including construction and installation of all Required Improvements (“**Construction Schedule**”).
- 6.2 **Construction Phases.** Each phase of construction must be planned so that the Developer’s failure to proceed to a subsequent stage will not have an adverse impact on the construction or on the City.
- 6.3 **Site Restoration.** If the Developer fails to commence or complete construction in accordance with the Construction Schedule, the Developer nonetheless shall complete all site restoration work necessary to protect the health, safety, and welfare of the City’s residents and the aesthetic integrity of the Property (“**Site Restoration Improvements**”). Site Restoration Improvements will include, at minimum, all excavation reclamation, slope stabilization, and landscaping improvements identified as Required Improvements on **Exhibit B**.
- 6.4 **Force Majeure.** If the Developer fails to commence or complete construction in accordance with the Construction Schedule due to Force Majeure, the City shall extend the time for completion by a reasonable period. In such an event, the City and the Developer shall amend the Construction Schedule in writing to memorialize such extension(s).

Section 7 – Cost Recovery for Water Main Extension and Private Sewer

- 7.1 Pursuant to City Code Sections 13-2-160, the Developer shall be entitled to recover costs associated with construction of a portion of the Water Facilities, the extension of the water main necessary to extend City water service to the Property. The recovery costs associated with this Agreement will be determined by the following formula:

Reimbursement Cost = $(C/P/2)F$, where

C = total cost of water main extension with hydrants (\$186,270);

P = linear feet of pipe extended (2,196); and

F = linear feet of adjacent lot frontage (1,685 feet).

The total cost of the water main extension therefore will be divided by the total length of the pipe to determine a cost per linear foot. One half of this linear foot cost will be assigned to those properties on each side of the pipe extension in direct proportion to the amount of lot frontage these properties share with the extension.

Per the attached **Exhibit E**, the reimbursement costs will be allocated to any lot or parcel adjacent to the water main extension, presently Chaffee County Assessor Parcels 380709400062 (682 feet) and 380709100063 (1,003 feet) that taps into this extension.

- 7.2 If the City allows a private entity to connect to the second, private low pressure waste water line located within the WWTP as described in paragraph 5.5.2, pursuant to City Code Section 13-2-160, the Developer shall be entitled to recover costs for installing said improvement. The recovery cost for this improvement shall be 50% of the Sewer Construction costs identified in **Exhibit B**, or \$26,400.
- 7.3 The Developer has provided the City with supporting documentation (**Exhibit B**) to set a dollar amount per measurable unit to be charged subsequent owners for their proportionate share of the facilities. The recovery charge is subject to approval by the City and will be determined by the formulas given above.
- 7.4 The City shall provide written notice to the Developer of any application submitted to the City for connection to the Water or Private Sewer Facilities, which applications will trigger recovery from a current or subsequent owner of property benefitted by said Water or Private Sewer Facilities. The City will require recovery in the form of a lump sum payment, or, at the City's discretion, a system development fee surcharge from the current or subsequent owner of property benefitted by the Water or Private Sewer Facilities as a condition of any future water service connection to said Water Facilities.
- 7.5 Recovery from current or subsequent owners of property benefitted by the Water Facilities will be limited to those properties that receive approval from the City for any application to connect to the Water or Wastewater Facilities within ten years of the date of this Agreement.
- 7.6 Nothing in this Agreement is to be construed as a commitment of financial liability to the Developer or of the City's required collection or payment of the amount claimed for recovery through participation of a subsequent owner; the City is merely agreeing to facilitate an acceptable approach for subsequent owners' participation in public improvement costs.

Section 8 – Default by Developer and City's Remedies

- 8.1 City's Remedies on Developer's Default. In the event of the Developer's default with respect to any term or condition of this Agreement, the City may take any action necessary or appropriate to enforce its rights, including without limitation any or all of the following:
- 8.1.1 The refusal to issue any further building permits or a certificate of occupancy to the Developer.
- 8.1.2 The revocation of any building permit previously issued and under which construction directly related to such building permit has not commenced; provided, however, that this remedy will not apply to a third party.
- 8.1.3 Suspension of all further activities, approvals, and permitting related to the Permit Application and the Building Permit.

- 8.1.4 A demand that the Performance Guarantee be paid or honored.
- 8.1.5 Any other remedy available in equity or at law.
- 8.2 Notice of Default. Pursuant to Section 16-2-60(o) of the Land Use Code, before taking remedial action hereunder, the City shall give written notice to the Developer of the nature of the default and an opportunity to be heard before the City Council concerning such default. If the default has not been cured within thirty days of receipt of the notice or the date of any hearing before the City Council, whichever is later, the City will consider whether the Developer has undertaken reasonable steps to timely complete the cure if additional time is required.
- 8.3 Immediate Damages on Developer's Default. The Developer recognizes that the City may suffer immediate damages from a default. In the event of such immediate damages resulting from the Developer's default with respect to any term or condition of this Agreement, the City may seek an injunction to enforce its rights hereunder.
- 8.4 Jurisdiction and Venue. The District Court of the County of Chaffee, State of Colorado, will have exclusive jurisdiction to resolve any dispute over this Agreement.
- 8.5 Waiver. Any waiver by the City of one or more terms of this Agreement will not constitute, and is not to be construed as constituting, a waiver of other terms. A waiver of any provision of this Agreement in any one instance will constitute, and is not to be construed as constituting, a waiver of such provision in other instances.
- 8.6 Cumulative Remedies. Each remedy provided for in this Agreement is cumulative and is in addition to every other remedy provided for in this Agreement or otherwise existing at law or in equity.

Section 9 – Affordable Rates and Lease Options for Work Force

- 9.1 First Amended Angler's Ridge Annexation Agreement. Paragraphs 5.n. and s. of said agreement recognizes that permanent housing is not a part of the proposed RV park development, however it can play a role in providing affordable housing for the work force. Therefore the Developer agrees to provide 12.5% of the spaces, currently 20 spaces, at affordable prices for residents of Chaffee County and those employed in Chaffee County and provide various lease terms and housing options. This shall be accomplished by:
- 9.1.1 Chaffee County Office of Housing (CCOH), or a housing authority serving Chaffee County, will define the prices for monthly rent for the affordable spaces and update yearly. The formula for setting the "affordable price" rent for these spaces shall be the current rent amount for a studio apartment for a household earning 80% of the Area Median Income (AMI), multiplied by the percentage of the cost of a new home that is devoted to the cost of land. These variables are defined below:

- 9.1.1.1 The maximum rental cost of a studio for a household earning 80% AMI will be defined by the Colorado Housing Finance Administration yearly (currently \$1,000 per month).
- 9.1.1.2 The percentage of the cost of the construction of a housing unit in Salida that is due to the Finished Lot Price (currently 33.8%) as defined by the 2016 Chaffee County Housing Needs Assessment and Strategy and any future adopted revisions to said study.
- 9.1.2 CCOH or a housing authority serving Chaffee County will verify the eligibility of tenants of spaces at the affordable price as meeting the criteria of having been employed in Chaffee County for at least four years and retired or unable to work; or currently employed in Chaffee County.
- 9.1.3 The Developer agrees to provide biannual reports to CCOH or a housing authority serving Chaffee County demonstrating compliance with the affordability requirements defined above.
- 9.1.4 CCOH or a housing authority serving Chaffee County will provide annual reports to the City Council by the end of the first quarter of each calendar year on the current affordable price and aggregated statistical information regarding residency, general employment and household income of the renters of the reduced price spaces.
- 9.1.5 The Developer agrees to: provide leases with three to 12 month terms; offer for sale park model homes that are designed for all year use, with skirting and freeze proof utilities; and offer various housing options including RV trailers, motor homes, park models and tiny homes on wheels.
- 9.1.6 Shared community expenses will be calculated annually, based on the prior year's actual costs for the total project, divided by the total number of lots. The first year will be based on actual expenses monthly and divided by the total number of approved lots for the community.
- 9.2 Planning Commission Approval of Development Plan. As part of the Planning Commission's approval on February 24, 2020 of the Salida RV Resort Development Plan, the following condition was added regarding the timing of the affordable spaces.
 - 9.2.1 If the construction of RV spaces are phased, Developer shall ensure that at least 12.5% of the available spaces will be affordable as defined herein.

Section 10 – Indemnification and Release

- 10.1 Release of Liability. The Developer acknowledges that the City cannot be legally bound by the representations of any of its officers or agents or their designees except in

accordance with the City Code, City Ordinances, and the laws of the State of Colorado. The Developer further acknowledges that it acts at its own risk with respect to relying or acting upon any representation or undertaking by the City or its officers or agents or their designees. Accordingly, the Developer expressly waives and releases any current or future claims related to or arising from any such representation or undertaking by the City or its officers or agents or their designees.

10.2 Indemnification.

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

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

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

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

Section 11 – Representations and Warranties

- 11.1 **Developer's Representations and Warranties.** The Developer hereby represents and warrants to the City that the following are true and correct as of the date of the Developer's execution of this Agreement and will be true and correct as of the Effective Date:
- 11.1.1 **Authority.** This Agreement has been duly authorized and executed by the Developer as a legal, valid, and binding obligation of the Developer, and is enforceable as to the Developer in accordance with its terms.
- 11.1.2 **Authorized signatory.** The person executing this Agreement on behalf of the Developer is duly authorized and empowered to execute and deliver this Agreement on behalf of the Developer.
- 11.1.3 **No litigation or adverse condition.** To the best of the Developer's knowledge, there is no pending or threatened litigation, administrative proceeding, or other claim pending or threatened against the Developer that, if decided or determined adversely, would have a material adverse effect on the ability of the Developer to meet its obligations under this Agreement; nor is there any fact or condition of the Property known to the Developer that may have a material adverse effect on the Developer's ability to complete construction on the Property as contemplated under the Permit Application.
- 11.1.4 **Compliance with environmental laws and regulations.** To the best of the Developer's knowledge, all Easement Lands to be dedicated to the City hereunder are in compliance with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including solid waste requirements; and all such dedicated property is in compliance with all requirements pertaining to the disposal or existence of any hazardous substances, pollutants, or contaminants as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder.
- 11.1.5 **No conflict.** Neither the execution of this Agreement nor the consummation of the transaction contemplated by this Agreement will constitute a breach under any contract, agreement, or obligation to which the Developer is a party or by which the Developer is bound or affected.
- 11.2 **City's Representations and Warranties.** The City hereby represents and warrants to the Developer that the following are true and correct as of the date of the City's execution of this Agreement and will be true and correct as of the Effective Date:
- 11.2.1 **Authority.** Upon execution, this Agreement will have been duly authorized by City Council as a legal, valid, and binding obligation of the City, and is enforceable as to the City in accordance with its terms.

- 11.2.2 Authorized signatory. The person executing this Agreement on behalf of the City is duly authorized and empowered to execute this Agreement on behalf of the City.
- 11.2.3 No adverse condition. To the best of the City's knowledge, there is no fact or condition of the Property known to the City that may have a material adverse effect on the Developer's ability to complete construction on the Property as contemplated under the Permit Application.
- 11.2.4 No conflict. Neither the execution of this Agreement nor the consummation of the transaction contemplated by this Agreement will constitute a breach under any contract, agreement, or obligation to which the City is a party or by which the City is bound or affected.

Section 12– General Provisions

- 12.1 Waiver of Defects. In executing this Agreement, the Developer waives all objections it may have to any defects in the form or execution of this Agreement concerning the power of the City to impose conditions on the Developer as set forth herein. The Developer further waives all objections it may have to the procedure, substance, and form of the resolution of City Council adopting this Agreement.
- 12.2 Final Agreement. This Agreement supersedes and controls all prior written and oral agreements and representations of the Parties with respect to a Development Improvements Agreement associated with the Permit Application and the Building Permit, and is the total integrated agreement between the Parties with respect to that subject.
- 12.3 Modifications. This Agreement may be modified only by a subsequent written agreement executed by both Parties.
- 12.4 Voluntary Agreement. The Developer agrees to comply with all of the terms and conditions of this Agreement on a voluntary and contractual basis.
- 12.5 Survival. The City's and the Developer's representations, covenants, warranties, and obligations set forth herein, except as they may be fully performed before or on the Effective Date, will survive the Effective Date and are enforceable at law or in equity.
- 12.6 Notice. All notices required under this Agreement must be in writing and must be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the Parties as set forth below. All notices so given will be considered effective immediately upon hand-delivery, and seventy-two hours after deposit in the United States Mail with the proper address as set forth below. Either Party by notice so given may change the address to which future notices are to be sent.

Notice to the City: City of Salida
Attn: City Administrator and City Attorney
 448 East First Street, Suite 112
 Salida, CO 81201

Notice to the Developer: G2M, LLC
Attn: Brian Morrison, Partner
 1901 Jackson Street
 Golden, CO 80401

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

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



CITY OF SALIDA, COLORADO

By

[Signature]
Mayor P.T. Wood

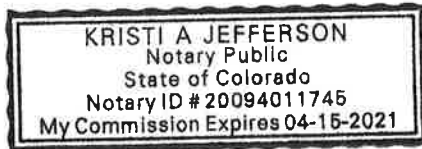
ATTEST:

[Signature]
City Clerk/Deputy City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

Acknowledged, subscribed, and sworn to before me this 21st day of September 2020
by P.T. Wood, as Mayor, and by Erin Kelley,
as Clerk, on behalf of the City of Salida, Colorado.

WITNESS my hand and official seal.

My Commission expires: April 15, 2021.

[Signature]
Notary Public

DEVELOPER:

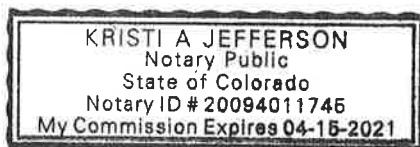
By

[Signature]
Brian Morrison, Partner
G2M, LLC

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

Acknowledged, subscribed, and sworn to before me this 16th day of September 2020 by
Brian Morrison.

WITNESS my hand and official seal.

My Commission expires: 04/15/2021.

[Signature]
Notary Public

Proclamation

Celebrating February as Black History Month 2023

Whereas, during Black History Month we honor the extraordinary contributions made by African Americans throughout the history of our Republic, and we renew our commitment to liberty and justice for all; and

Whereas, during Black History Month we recognize the achievements of African Americans and their role in shaping history along with the contributions that African Americans have made to enhance the economic, cultural, spiritual and political development of our Country; and

Whereas, during Black History month we recognize the essential role of African Americans in shaping the story of America and honor their courage and contributions; and

Whereas, the omission of much of the history and contributions of African Americans from textbooks and other literature has impeded awareness and appreciation; and

Whereas, the celebration of Black History Month is a positive way of recognizing the culture and history of African Americans as vital to the core beliefs and values of this society; and

Whereas, observing Black History Month provides opportunities to gain a deeper understanding of African American history and acknowledge the centuries of struggles for equality and freedom.

Now, therefore, the Salida City Council does hereby proclaim and declare the month of February as Black History Month in Salida, Colorado, and further encourages all Salidans to observe this month with appropriate programs, ceremonies, and activities.

Dan Shore, Mayor

Date



FEBRUARY

BLACK HISTORY MONTH





CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kathryn Dunleavy - Planner	February 7, 2023

ITEM

Resolution No. 2023-06: A Resolution of the City Council for the City of Salida, Colorado Amending the 2023 Fee Schedule

BACKGROUND

With this Resolution, staff is proposing to update two items on the 2023 Adopted Fee Schedule.

- 1) The first amendment is to bring the "Fees and Charges for Water and Wastewater Services" in line with Ordinance 2022-26, approved on January 3, 2026, eliminating the System Development Fee deferral option for Accessory Dwelling Units. The proposed amendment removes reference to the deferral option from the fee schedule.
- 2) The second amendment is the City Council requested periodic update to the Inclusionary Housing fee-in-lieu to account for current median home sales prices.

Per Section 16-13-30 of the Salida Municipal Code, a developer may satisfy the requirement for providing Inclusionary Housing units by paying a fee-in-lieu of built housing *only if* the development proposes five (5) units or less *or if* the calculation for built Inclusionary Housing units results in a fractional portion above a whole unit. City Council approved the most recent Inclusionary Housing fee-in-lieu adjustment in May of 2022 via Resolution No. 2022-21 at a rate of \$20.10/SF for for-sale units and \$3.00/SF for rental units in projects with 5 or more units. Using median sales price data for the fourth quarter of 2022, this amendment to the fee schedule is for a slight reduction to the for-sale fee-in-lieu, down to \$19.97/SF. No change from the current rental unit fee-in-lieu of \$3.00/SF is proposed.

For reference, the for-sale fee-in-lieu is calculated as follows:

The proposed fee in-lieu for for-sale units has been determined by the delta between the year-to-date median sales price for all residential units in Chaffee County and the maximum calculated purchase price of a 3-bedroom home for a household making 100% AMI, based on numbers provided by CHFA. This number is then multiplied by 1/6 (the required built IH unit quotient) and then further divided by 1650, the average square footage of a newly built home in Salida over the last few years, to determine the per square-foot fee.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kathryn Dunleavy - Planner	February 7, 2023

FISCAL NOTE

Item 1 will result in the collection of new System Development Fees totaling approximately \$24,000 per year. This is based on the previous 3-year average of the number of ADU's utilizing the deferral option.

Item 2 is an insignificant reduction in the proposed fee, and therefore should have limited fiscal impact on the Inclusionary Housing fund. With periodic updates, the fee-in-lieu will continue to track with market rates.

STAFF RECOMMENDATION

Staff recommends that the updated City of Salida fee schedule be approved by Council.

SUGGESTED MOTION

A Council person should move to "Approve Resolution No. 2023-06 amending the 2023 Fee Schedule."

Attachments:

Resolution No. 2023-06

2023 Fee Schedule as amended

Calculation sheet for new IH fee-in-lieu

Central Colorado Realtors report on median home values through December 2022

RESOLUTION NO. 06
(Series 2023)

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO
AMENDING THE 2023 FEE SCHEDULES

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

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

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

WHEREAS, on December 20, 2022, the City Council adopted the 2023 Fee and Schedules via City Resolution No. 2022-60; and,

WHEREAS, on January 3, 2023 City Council passed Ordinance 2022-26 changing the definition of customer class for accessory dwelling units so that all accessory dwelling units are now considered water and wastewater customers, removing the option to defer payment of system development fees for ADU’s; and,

WHEREAS, the 2023 adopted fee schedule table for “Fees and Charges for Water and Wastewater Services” still contains reference to the SDF deferral agreement option and therefore has been amended as proposed in Exhibit A, attached hereto and incorporated herein and included as part of the City overall Fee Schedules; and,

WHEREAS, since the previous Inclusionary Housing fee-in-lieu update adopted via City Resolution No. 2022-21 (using YTD sales data through April 2022), the median sales price for all residential units in Chaffee County has decreased slightly, (using YTD sales data through December 2022); leading to a \$0.13 decrease per square foot in the fee-in-lieu; and,

WHEREAS, no additional data has been collected regarding median rental unit rates in Chaffee County since the last Inclusionary Housing fee-in-lieu update, and therefore no changes to the Inclusionary Housing fee-in-lieu for rental units are currently proposed; and,

WHEREAS, Council has directed staff to periodically update the Inclusionary Housing fees-in-lieu, as included in Exhibit B, attached hereto and incorporated herein and included as part of the City’s overall Fee Schedules, as appropriate to track with the market rate sales prices.

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

1. The Salida City Council incorporates the foregoing recitals as its conclusions, facts, determinations and findings.
2. This resolution and accompanying amended Fee Schedules are intended to supersede all previous fee schedules adopted by the City Council.
3. Effective upon approval, the City hereby adopts the amended 2023 Fee Schedules (applicable updated portions are attached hereto as Exhibit A).
4. Effective upon approval, the City hereby adopts the updated Inclusionary Housing Fees-in-Lieu in full (attached hereto as Exhibit B).

RESOLVED, APPROVED, AND ADOPTED this 7th day of February, 2023.

CITY OF SALIDA

By: _____
Dan Shore, Mayor


[SEAL]

ATTEST: _____
City Clerk/Deputy City Clerk

Exhibit A
2023 Fees and Charges for Water and Wastewater Services

Fees and Charges for Water and Wastewater Services, effective February 2023

Description of Fee, Rate or Charge	Code Section	Fixed Fees					Commercial Fees (3) (4) (2) (3)					
		Special Charges	Residential Single-Family and Duplexes (1)	Residential Multi-Family (1)	Accessory Dwelling Units (2)	Legally-Restricted Affordable Housing (1)	3/4" line	1.0" line	1.5" line	2.0" line	3.0" line	4.0" line
Water System Development & Associated Fees												
System Development Fee	13-3-20 (c)		\$ 8,512	\$ 6,384	\$ 3,405	\$ 3,405	\$ 8,512	\$ 14,270	\$ 28,316	\$ 52,472	\$ 106,742	\$ 217,534
Surcharge in High Zone	13-3-20 (d)		\$ 1,936	\$ 1,452	\$ 774	\$ 774	\$ 1,936	\$ 2,904	\$ 4,352	\$ 6,530	\$ 9,797	\$ 14,695
Irrigation only (plus 50% of applicable surcharge above)	13-3-20 (c)		\$ 4,256	\$ 4,256	-	\$ 4,256	\$ 4,256	\$ 7,135	\$ 14,158	\$ 26,236	\$ 53,371	\$ 108,767
Water Meter - Ultrasonic	13-02-90		\$ 375	\$ 375	-	\$ 375	\$ 400	\$ 500	\$ 850	\$ 1,100	\$ 2,500	\$ 3,400
<i>Note: Meter prices are based on supplier prices and, therefore, are subject to change outside of the City's control.</i>												
Wastewater System Development Fees												
System Development Fee for water & sewer customer	13-3-20 (c)		\$ 5,206	\$ 3,905	\$ 2,082	\$ 2,082	\$ 7,808	\$ 16,918	\$ 30,190	\$ 42,199	\$ 79,834	\$ 132,732
Monthly Water Rates and Charges for Service												
Service charge	13-3-30 (b)		\$ 20.14	\$ 20.14	\$ 10.07	\$ 20.14	\$ 20.14	\$ 26.78	\$ 40.27	\$ 53.57	\$ 80.35	\$ 107.13
Water maintenance charge			\$ 6.98	\$ 6.98	\$ 3.49	\$ 6.98	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Volume (usage) charge (over 2,000 gallons only)												
Tier I (2,000 to 13,333 gallons/month)			\$ 1.85	\$ 1.85	\$ 1.85	\$ 1.85	\$ 1.85	\$ 1.85	\$ 1.85	\$ 1.85	\$ 1.85	\$ 1.85
Tier II (over 13,333 gallons/month)			\$ 2.46	\$ 2.46	\$ 2.46	\$ 2.46	\$ 2.46	\$ 2.46	\$ 2.46	\$ 2.46	\$ 2.46	\$ 2.46
Demand fee up to 100,000 gallons							\$ 6.98	\$ 6.98	\$ 6.98	\$ 6.98	\$ 6.98	\$ 6.98
Demand fee 101,000 to 500,000 gallons							\$ 20.97	\$ 20.97	\$ 20.97	\$ 20.97	\$ 20.97	\$ 20.97
Demand fee 501,000 to 1,000,000 gallons								\$ 52.41	\$ 52.41	\$ 52.41	\$ 52.41	\$ 52.41
Demand fee over 1,000,000 gallons								\$ 69.88	\$ 69.88	\$ 69.88	\$ 69.88	\$ 69.88
Monthly Wastewater Rates and Charges for Service												
Service charge	13-3-30 (b)		\$ 25.58	\$ 25.58	\$ 12.79	\$ 25.58	\$ 26.49	\$ 36.98	\$ 55.19	\$ 82.77	\$ 104.84	\$ 129.68
Residential volume charge (based on winter water usage) (2,000 gallons usage included in residential service charge)			\$ 1.69	\$ 1.69	\$ 1.69	\$ 1.69						
Commercial volume charge (based on actual water usage)							\$ 3.13	\$ 3.13	\$ 3.13	\$ 3.13	\$ 3.13	\$ 3.13
Sewer only service charge - per equivalent living unit		\$ 40.57										
Other												
Permanent disconnection of water line	13-2-210	\$ 50.00	Notes (1) All fixed fees are multiplied by the number of such units associated with each account. (2) Fees for accessory dwelling unit apply unless use of property is legally restricted for non-rental use. (3) (2) Includes mixed-use developments in a single building where 50% or more of the ground floor is used for commercial, personal service and office uses, and other uses as approved by City Council. (4) (3) Also applies to single-ownership, single-lot rental projects of 3 units or more. The required size of the commercial meter will be determined via the size calculation sheet provided by the City of Salida and verified by the project engineer. The development must meet a minimum of 50% of the maximum allowed density for the lot, and individual units may not exceed 1200 SF, excluding garage space. Should any individual unit within said development convert to a unique owner in the future (via condominiumization, subdivision, etc.), the applicant will be responsible for paying the difference between the paid system development fees (SDFs), as a portion of the total number of units, and the SDFs for the non-rental unit applicable at the time of conversion.									
Accessory Structure Service Charge Suspension Agreement	13-3-10(a)(1)	\$ 40.00										
System Development Fee Deferral Agreement	13-3-10(a)(1)	\$ 40.00										
Bulk water - untreated for construction within the City of Salida (per 1,000 gallons)	13-3-30 (a)	\$ 5.00										
Bulk water - treated (up to 1,000 & per each add'l 1,000 gallons)	13-3-30 (a)	\$ 8.00										
Bulk water - set hydrant meter	13-3-30 (a)	\$ 75.00										
Inactive account (sewer only customers) per month	13-3-30 (g)	\$ 20.28										
Returned check charge	13-3-30 (h)	\$ 25.00										
Final billing and new account charge	13-3-30 (i)	\$ 62.00										
Sewer only final billing and new account charge	13-3-30 (i)	\$ 31.00										
Temporary water disconnection fee - once annually	13-03-50	\$ -										
Temporary water disconnection fee - more than 1x per year	13-03-50	\$ 40.00										
Delinquent Charge - water service	13-3-30 (h)	\$ 3.50										
Delinquent Charge - wastewater service	13-3-30 (h)	\$ 3.50										
Late Fee (SteamPlant, Public Works, Finance, Fire, Pool, Wastewater - 30 day delinquent, charged monthly) \$3.50 or 5% (whichever is greater)		\$3.50 or 5%										
Period of time after which service is subject to termination	13-3-50 (c)	45 days										
Water termination (shut-off) fee	13-3-70 (d)	\$ 40.00										
Account reinstatement charge (waived if shut-off fee paid)	13-03-80	\$ 40.00										



Date revised: 2/7/2023

Notes

(1) All fixed fees are multiplied by the number of such units associated with each account.

~~(2) Fees for accessory dwelling unit apply unless use of property is legally restricted for non-rental use.~~

~~(3) (2)~~ includes mixed-use developments in a single building where 50% or more of the ground floor is used for commercial, personal service and office uses, and other uses as approved by City Council.

~~(4) (3)~~ Also applies to single-ownership, single-lot rental projects of 3 units or more. The required size of the commercial meter will be determined via the size calculation sheet provided by the City of Salida and verified by the project engineer. The development must meet a minimum of 50% of the maximum allowed density for the lot, and individual units may not exceed 1200 SF, excluding garage space. Should any individual unit within said development convert to a unique owner in the future (via condominiumization, subdivision, etc.), the applicant will be responsible for paying the difference between the paid system development fees (SDFs), as a portion of the total number of units, and the SDFs for the non-rental unit applicable at the time of conversion.



Date revised: 2/7/2023

Exhibit B
2023 Inclusionary Housing
Updated In-Lieu Fees



Inclusionary Housing In-Lieu Fees:

Inclusionary housing requirements apply to Annexations, Planned Developments, Minor and Major Subdivisions, Condominium Plats, Duplex Conversion Subdivisions, and Multi-Family rental projects of five (5) or more units. The in-lieu fee option is only available for the fractional portion above the number of inclusionary housing units required to be built and deed-restricted in a development and where the total number of proposed built primary units in a development is five (5) or less.

If an applicant opts to pay an in-lieu fee to satisfy the inclusionary housing requirement as permitted by Sec. 16-13-30 of the Salida Municipal Code, the fees shall be calculated as described here, based upon the date of building permit application submittal, and shall be due no later than issuance of the certificate of occupancy for each unit:

- (a) The in-lieu fee for each for-sale unit within the applicable development shall be:

\$19.97 per square foot of the principal unit (excluding garages)

- (b) The in-lieu fee for each unit within a multi-family rental project of five (5) or more units under single ownership and on the same lot (whether attached or not) shall be:

\$3.00 per square foot of the rental unit (excluding garages)*

*Should such a unit be converted to a saleable unit (via subdivision, condominiumization, etc.), the applicant shall be responsible for paying the difference between the rental unit in-lieu fee originally paid and the for-sale unit in-lieu fee applicable at the time of such conversion, unless the requisite number of inclusionary housing units are then deed-restricted.

Updated 02/07/23

SALIDA INCLUSIONARY HOUSING FEE CALCULATOR

Project	Total No. of Units	No. of IH units required	Units of IH Provided in Project	Median Home Value*	IH Price for 3BD Home @ 100% AMI**	Affordability Gap (D-E)	Per Unit	Per SF of market units	Per Market Unit Charge:		
									If Units are 1650 SF	If Units are 1200 SF	If Units are 2000 SF
For projects <6 units/lots and for partial IH units	6	1	0	\$ 617,799	\$ 420,144	\$ 197,655	\$ 32,943	\$ 19.97	\$ 32,943	\$ 23,958	\$ 39,930

* All home types sold in Chaffee County, per Realtors of Central Colorado (thru December 2022)

** Using 2022 HUD/CHFA data (calculated \$250/mo. credit for taxes, insurance, etc. removed from price for consistency)

Local Market Update for December 2022

A Research Tool Provided by the Colorado Association of REALTORS®

Chaffee County

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

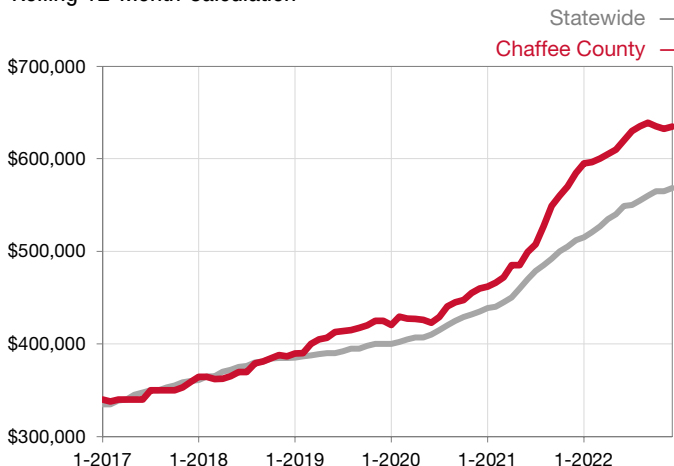
Single Family	December			Year to Date		
Key Metrics	2021	2022	Percent Change from Previous Year	Thru 12-2021	Thru 12-2022	Percent Change from Previous Year
New Listings	26	15	- 42.3%	540	562	+ 4.1%
Sold Listings	33	20	- 39.4%	492	407	- 17.3%
Median Sales Price*	\$595,000	\$729,750	+ 22.6%	\$584,500	\$634,900	+ 8.6%
Average Sales Price*	\$664,171	\$696,615	+ 4.9%	\$651,766	\$725,164	+ 11.3%
Percent of List Price Received*	99.7%	97.2%	- 2.5%	99.0%	97.9%	- 1.1%
Days on Market Until Sale	28	60	+ 114.3%	35	39	+ 11.4%
Inventory of Homes for Sale	62	100	+ 61.3%	--	--	--
Months Supply of Inventory	1.5	2.9	+ 93.3%	--	--	--

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

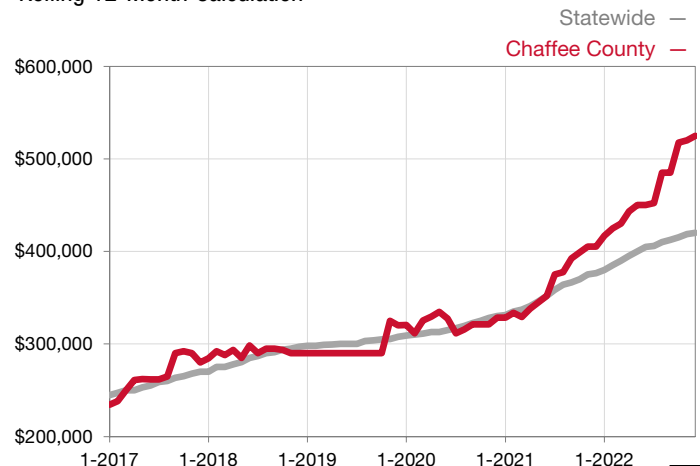
Townhouse/Condo	December			Year to Date		
Key Metrics	2021	2022	Percent Change from Previous Year	Thru 12-2021	Thru 12-2022	Percent Change from Previous Year
New Listings	9	6	- 33.3%	104	107	+ 2.9%
Sold Listings	6	3	- 50.0%	91	75	- 17.6%
Median Sales Price*	\$405,750	\$704,000	+ 73.5%	\$405,000	\$525,000	+ 29.6%
Average Sales Price*	\$556,583	\$735,167	+ 32.1%	\$443,566	\$589,041	+ 32.8%
Percent of List Price Received*	93.1%	97.8%	+ 5.0%	99.8%	98.5%	- 1.3%
Days on Market Until Sale	22	71	+ 222.7%	14	36	+ 157.1%
Inventory of Homes for Sale	10	30	+ 200.0%	--	--	--
Months Supply of Inventory	1.3	4.8	+ 269.2%	--	--	--

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

Median Sales Price – Single Family
Rolling 12-Month Calculation



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





DEPARTMENT	PRESENTED BY	DATE
Arts and Culture	Michael Varnum - Arts and Culture Director	February 7, 2023

ITEM

Resolution 2023-07. A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING CITIZEN APPOINTMENTS TO THE PUBLIC ART COMMISSION.

BACKGROUND

Two members of the Public Art Commission have resigned due to moving from the area and extended vacations. The open positions were advertised, and two applications were received. The Commission reviewed the applications and voted to recommend the City Council appoint the two applicants to the Commission.

Dania Pettus – term ending 11/2/2023.

Carmel Burton – term ending 4/16/2025.

FISCAL NOTE

none

STAFF RECOMMENDATION

Staff recommendation is to appoint Dania Pettus and Carmel Burton to the Public Art Commission.

SUGGESTED MOTION

A City Council person should state “I make a motion to approve Resolution No. 2023-07 a resolution of the City Council for the City of Salida, Colorado to appoint Dania Pettus, term ending 11/23/2023 and Carmel Burton, term ending 04/16/2025 as members of the Public Art Commission., followed by a second and a roll call vote.

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 2023-07**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA,
COLORADO APPROVING CITIZEN APPOINTMENTS TO THE PUBLIC
ART COMMISSION**

WHEREAS, in accordance with Section 2 Article XVI of the Salida City Code, the City Council shall select and appoint person(s) to serve as members of the City of Salida Public Art Commission; and

WHEREAS, in accordance with Section 2, Article XVI of the Salida City Code, the City Council shall confirm the appointments by majority vote.

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

1. The City Council incorporates the foregoing recitals as findings by the City Council.
2. The City Council hereby appoints the following individuals to serve on the Public Art Commission.

Dania Pettus, Term Ending 11/02/2023

Carmel Burton, Term Ending 04/16/2025

RESOLVED, APPROVED, AND ADOPTED this 7th day of February 2023

City of Salida

By: _____
Dan Shore, Mayor

[Seal]

Attest: _____
City Clerk/Deputy City Clerk



APPLICATION FOR CITY OF SALIDA COMMITTEES, BOARDS, AND COMMISSIONS

DATE 12/05/2022
 NAME Dania Pettus
 ADDRESS 8210 Ponderosa Drive
 CITY Salida STATE CO ZIP 81201
 TELEPHONE # (home) 303-579-2066 (work) _____
 (cell) 303-579-2066
 FAX # _____ E-MAIL dspettus70@gmail.com

APPLYING FOR:

- | | |
|---|--|
| <input type="checkbox"/> Board of Adjustment | <input type="checkbox"/> Salida/Chaffee County Airport Board |
| <input type="checkbox"/> Board of Appeals | <input checked="" type="checkbox"/> Public Art Commission |
| <input type="checkbox"/> Historic Preservation Commission | <input type="checkbox"/> Tree Board |
| <input type="checkbox"/> Planning Commission | <input type="checkbox"/> Sustainability Committee |
| <input type="checkbox"/> PROST | <input type="checkbox"/> Other _____ |

Please fill out the following information about yourself and why you are applying for this position. (Attach resume or extra sheets if necessary)

BACKGROUND AND/OR EXPERIENCE (Business and/or Personal):

70Dania Pettus
 303-579-2066, dspettus@gmail.com
 8210 Ponderosa Drive
 Salida, Colorado, 81201

WORK EXPERIENCE

Salida School Distract, 2021-Present
 Substitute teacher - - Salida High School, Horizons, Crest Academy

Associate Educator, Affective Needs 3-5th grade classroom Smith Elementary
 School, Denver Public Schools - - Denver, CO, 20218

~~Worked with Affective Needs students. Helped AN Special Ed teacher build AN~~

PERSONAL AND JOB RELATED INTERESTS:

I am an artists interested in promoting art through public art. Public art is one way to bring art to the community, making art accessible to the general public.

I am on the Salida Council for the Arts board.

REASONS FOR APPLYING:

I feel strongly that art should be accessible to everyone. I want to be a part of bring public art to the community. I would like to see artists work from across Colorado and bring that work to Salida. In the future, work from across the nation and beyond would be great to have in Salida.

Thank you for applying, Salida City Council

Please return the completed application to:

City of Salida
448 E. 1st Street, Suite 112
Salida, CO 81201
or email to:
Clerk@cityofsalida.com



APPLICATION FOR CITY OF SALIDA COMMITTEES, BOARDS, AND COMMISSIONS

DATE 12/28/22
 NAME Carmel Burton
 ADDRESS 37 Rex Cir
 CITY Salida STATE CO ZIP 81201
 TELEPHONE # (home) 847 769 3003 (work) _____
 (cell) _____
 FAX # _____ E-MAIL carmelburton14@gmail.com

APPLYING FOR:

- | | |
|--|---|
| <input type="checkbox"/> Board of Adjustment
<input type="checkbox"/> Board of Appeals
<input type="checkbox"/> Historic Preservation Commission
<input type="checkbox"/> Planning Commission
<input type="checkbox"/> PROST | <input type="checkbox"/> Salida/Chaffee County Airport Board
<input checked="" type="checkbox"/> Public Art Commission
<input type="checkbox"/> Tree Board
<input type="checkbox"/> Sustainability Committee
<input type="checkbox"/> Other _____ |
|--|---|

Please fill out the following information about yourself and why you are applying for this position. (Attach resume or extra sheets if necessary)

BACKGROUND AND/OR EXPERIENCE (Business and/or Personal):

Regis University, Denver, CO 80221
 Major: Visual Arts and Education, BA
 Culturally Linguistically Diverse Endorsement

Art Teacher:
 I taught Kindergarten through 8th grade art at an EL Catholic school for 3 years. EL Education focuses on high quality work, student mastery of academics, and student character. Through this model, I achieved cross curricular collaboration. I managed classes of 13- 25 students. Through differentiation and well planned lessons, the students were encouraged to discover art in a way that was meaningful. This included looking at art culturally, as well as historically. In the art room, students were asked to explore and master art skills, tools, and techniques. Students were driven to draft and to take ownership of their work.

EPIC Redline Program:
 Redline Art Gallery's EPIC program is a podium for the Denver Cole and surrounding neighborhoods ' art teachers to collaborate with a resident artist. For the three years I participated in a semester-long project that engaged students to speak about social issues in a creative way. EPIC ' s goal is to give students a voice. Through these projects, I learned to facilitate authentic learning. The students took on meaningful subject matter and empowered a real audience. One year, my 5th graders ' created work that caught the eye of WestWord magazine, Channel 7 News, and Telemundo News.

O'Sullivan's Art Gallery, Regis University:
 Printmaking Assistant – Help plan and assist in the Introduction to Printmaking College classes. Along with caretaking for the printmaking studio and sculpture room for those seeking extra knowledge and question while working during studio times. Introduce the Art Department on Admission Days.
 Receptionist - Watch over the gallery space and energetically answer any questions from visitors.
 Workshop Assistant – Help plan and teach a Book and Printmaking workshop.

PERSONAL AND JOB RELATED INTERESTS:

Personally, I love to being outside in nature. I love to go for long walks with my family or go for a run or hike in the woods. I enjoy crafts and working on DIY projects for my home. One I am currently working on is a weaving for my son's room. I love music and collecting records. One of my favorite interests is cooking. Salida and Chaffee County, feed most of these interests. I currently am the Family Education Coordinator for Chaffee County. Previously I was the manager at Howl Mercantile. These positions give me an insight to our county's needs. One of which had been the need for more public art.

REASONS FOR APPLYING:

I am applying for a spot on the public art committee because I have a fondness for public art. It invites the community to be apart of the art and the process. Saldia attracted me because of it's art scene and the idea of being apart of it makes me happy. I am not a practicing artist (though I wish to be again some day), so I think this is a perfect fit for me. I want to hear the voices of our town and I want to have a voice in our town. Public art only enhances a space.

You would not be disappointed in my work ethic, attitude, creativity, compassion, and enthusiasm.

Thank you for applying, Salida City Council

Please return the completed application to:

City of Salida
448 E. 1st Street, Suite 112
Salida, CO 81201
or email to:
Clerk@cityofsalida.com



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Public Works	David Lady - Public Works Director	February 7, 2023

ITEM

Ordinance 2023-03 An ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO AMENDING CHAPTER 16, ARTICLE VIII OF THE SALIDA MUNICIPAL CODE ENTITLED "DESIGN STANDARDS" TO AMEND SECTIONS 16-8-60, STORMWATER MANAGEMENT STANDARDS, AND SECTION 16-8-70, GRADING AND EROSION CONTROL. **FIRST READING AND SETTING A PUBLIC HEARING**

BACKGROUND

The City of Salida has design standards that are based on engineering criteria and best practices in the industry. These standards are established to protect the health and well-being of a community and the environment. Standards need updated from time to time as innovation, engineering, and other practices evolve or new information becomes available.

The proposed changes fill in a few gaps where criteria was lacking in the current code as well as update existing language. Having thorough design criteria is necessary to ensure that new developments do not impact adjacent properties adversely, protect the environment, and follow current regulations. The following items are included in the updates:

- 1) Reference to City Design Standards. These standards have been updated to reflect a 25-year, 1-hour, storm event, as well as other items. The short, but more intense, storm durations are reflective of current conditions and are recognized as best practices in other Colorado Stormwater Standards
- 2) Developer responsibilities for the construction and maintenance of stormwater facilities.
- 3) Detention facilities are specified to be located on an outlot or a tract, and within an easement.
- 4) Point discharges defined and related criteria provided.
- 5) Elicit discharges defined and related criteria provided.
- 6) Reference is added for requirements within a floodplain.
- 7) Erosion Control Plan, Stormwater Management Plan, and related permits defined and related criteria provided.

It is anticipated that additional design criteria may be added or considered as part of the Land Use Code updates, however, staff is proposing the current changes in the meantime to update certain items needing addressed.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Public Works	David Lady - Public Works Director	February 7, 2023

FISCAL NOTE

N/A

PLANNING COMMISSION RECOMMENDATION

A public hearing with the Planning Commission was held January 23, 2023 and the Commission recommended adoption of the proposed Amendments to Land Use Code Sec. 16-8-60 and 16-8-70, Design Standards, with two amendments that have been addressed in the attached draft ordinance: reference to 'City of Salida' in the text when referencing the Design Criteria; and ensuring that the language does not hinder creative solutions to locating facilities that would otherwise meet the Design Criteria.

STAFF RECOMMENDATION

Staff recommends approval of Ordinance No. 2023-03.

SUGGESTED MOTION

A City Councilmember should state, "I move to approve Ordinance 2023-03 on first reading and set the second reading and public hearing for February 21st, 2023."

Attachments:

Ordinance 2023-03

Proof of Public Notice

**CITY OF SALIDA, COLORADO
ORDINANCE NO. 03
(Series of 2023)**

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO AMENDING CHAPTER 16, ARTICLE VIII OF THE SALIDA MUNICIPAL CODE ENTITLED “DESIGN STANDARDS” TO AMEND SECTION 16-8-60, STORMWATER MANAGEMENT STANDARDS, AND SECTION 16-8-70, GRADING AND EROSION CONTROL

WHEREAS, the City of Salida, Colorado (“City”) has design standards that are based on engineering criteria and best practices in the industry, and

WHEREAS, these standards are established to protect the health and well-being of the community and the environment by limiting the adverse impact of new developments, and

WHEREAS, updated standards will better assist business owners, developers, property owners, residents, and applicants with more direction, clarity, and consistent and clear direction regarding property design standards, and

WHEREAS, to do so, standards need updated from time to time as innovation, engineering, and other practices evolve or new information becomes available, and

WHEREAS, the proposed changes will fill in gaps where current code criteria have been identified as lacking, as well as provide updates to existing language based on engineering criteria and best practices in the industry.

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

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

Section 2. Chapter 16, Article VIII “Design Standards” Section 16-8-60, entitled “Stormwater Management Standards” and Section 16-8-70 entitled “Grading and Erosion Control” is hereby amended to read as follows:

16-8-60. Stormwater management standards.

(a) Applicability. Stormwater management standards shall apply to nonresidential and mixed-use developments, multi-family units of five (5) or more and major subdivisions.

(b) Drainage Study. A drainage study for a site which is to be developed shall be prepared and the site's drainage system shall be designed by a registered professional engineer, according to the ~~generally accepted storm drainage practices.~~ **The City of Salida Design Criteria Manual for Water, Sewer, Stormwater, and Streets Section 8 Stormwater Criteria.** The plan shall be reviewed and approved by the City Engineer.

(c) Runoff **Drainage** Control Structures **Facilities**. The developer shall provide storm sewers, culverts, bridges and other flood and runoff control structures, as determined necessary by the drainage study, which comply with the City of Salida Construction Standards and Specifications; and the City of Salida Design Criteria Manual for Water, Sewer, Stormwater, and Streets. All facilities shall be maintained to preserve their function, and all costs associated with handling drainage generated by a development shall be paid by the developer. The City shall have no obligation to the property owner to inspect, maintain, or reconstruct the detention and water quality facilities.

(1) Detention and water quality facilities located within subdivisions shall be located within an outlot, designated tract, or within the common elements of a condominium plat with a public drainage easement..

(2) Drainage Easements: Drainage easements shall be dedicated at the time of platting. Drainage easements shall encompass drainage control facilities, and connect to public access easement / right-of-way and shall grant to the City at no charge a permanent right to inspect, maintain, and reconstruct the detention and water quality facilities.

(3) Maintenance Agreement: A maintenance agreement, acceptable to the City Engineer, shall be required and recorded for ensuring maintenance of any privately owned drainage control facilities.

(4) Point discharges offsite are not acceptable unless approved by City Engineer. A concentrated point discharge is defined as the location at which concentrated stormwater runoff is released. Point discharges shall be adequately armored with velocity dissipation and appropriate outlet protection.

~~(d) Historic Runoff. The drainage system shall be designed and constructed so that only historic runoff, not including historic irrigation, shall be released from the site. Drainage flows in excess of this amount shall be retained, detained or handled in a storm sewer system. The design storm is for the twenty five year, twenty four hour rainfall. All costs associated with handling runoff generated by a development shall be paid by the developer.~~

(d) Illicit Discharges Prohibited. No user or other person shall discharge any illicit discharge into or upon the stormwater utility system, any public highway, street, sidewalk, alley, land, public place, stream, ditch or other watercourse or into any cesspool, storm or private sewer or natural water outlet, except as specifically provided in the City of Salida Design Criteria Manual for Water, Sewer, Stormwater, and Streets Section 8 Stormwater Criteria.

~~(e) Floodplain. Land located within an adopted one hundred year floodplain shall not be used for occupancy, unless the hazards from flooding are mitigated in conformance with the City's floodplain regulations.~~ a special flood hazard area shall adhere to the provisions set forth in Section 16 Article XI – Flood Control.

16-8-70. Grading and erosion control.

(a) Applicability. Grading and erosion control standards shall apply to nonresidential and mixed-use developments, multi-family units of five (5) or more and major subdivisions.

(b) Grading Plan. The applicant shall submit a grading plan which illustrates the extent of the land disturbance which is to occur on the property. The grading plan shall illustrate existing site features and shall depict existing and proposed contours, using a contour interval of ~~two (2) feet~~ **one (1) foot.**

(c) Plan Preparation. Preparation of an effective grading plan and execution of proper grading involve certain basic steps pertaining to street layout, block grading and lot grading. The objective is to establish the street grades, floor elevations and lot grades in proper relation to each other and to existing topography, considering property protection, appeal and use. The basic steps are as follows:

(1) Fit to Topography. If the street layout is still subject to design or adjustment, fit it to the topography to obtain the most favorable types of block and lot grading which are compatible with other objectives.

(2) Block and Lot Grading. Determine type of block grading for each block or portion of a block and, if possible, indicate the general lot grading for each lot by drainage arrows.

(3) Easements. Determine any easements and other provisions needed for adequate block drainage and erosion control.

(4) General Limitations. Determine general lot grading limitations for local conditions, such as minimum gradients for grass swales and slopes and maximum for walks and drives.

(5) Specific Limitations. For each type of house and lot, determine the specific lot grading limitations along a typical lot grading control line from the street to the house and determine the minimum street-to-floor rise.

(6) Street Profiles. If the street profiles are to be designed or adjusted, establish them so as to facilitate the provision of good drainage for both the lots and the streets, giving due consideration to existing topography and lot limitations.

(7) Elevations. For each property, determine proposed elevations for key points on the lot and for the building floor, giving due consideration to street elevations, existing topography and lot grading limitations.

(d) Erosion Control Plan. The applicant shall submit an Erosion Control Plan which complies with the City of Salida Construction Standards and Specifications; and the City of Salida Design Criteria Manual for Water, Sewer, Stormwater, and Streets.

(1) If the construction activities result in a land disturbance of greater than or equal to one acre, or if less than one acre are part of a larger common plan of development or sale that would disturb or has disturbed one acre or more:

(i) A copy of a Colorado Discharge Permit System General Permit for Stormwater Discharges Associated with Construction Activities issued by the Colorado Department of Public Health and Environment.

(ii) A stormwater management plan consistent with the requirements of the City of Salida Design Criteria Manual for Water, Sewer, Stormwater, and Streets Section 8 Stormwater Criteria.

(2) Control Measures for Erosion and Sediment Control Required: Control measures for erosion and sediment control shall be selected, designed, installed and maintained in conformity with the approved erosion control plan(s) and the City of Salida Construction Standards and Specifications; and the City of Salida Design Criteria Manual for Water, Sewer, Stormwater, and Streets. No person shall violate the inspection and maintenance requirements established in the Standards for such control measures approved in the erosion control plan.

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

INTRODUCED ON FIRST READING on this 7th day of February, 2023, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation by the City Council on this 7th day of February, 2023, and set for second reading and public hearing on the 21st day of February, 2023.

INTRODUCED ON SECOND READING FINALLY ADOPTED and ORDERED PUBLISHED BY TITLE ONLY, by the City Council on this 21st day of February, 2023.

City of Salida

Mayor Dan Shore

ATTEST:

City Clerk/Deputy City Clerk

**PUBLIC NOTICE
NOTICE OF PUBLIC HEARING BEFORE
THE PLANNING COMMISSION AND
CITY COUNCIL FOR THE CITY OF
SALIDA CONCERNING A PROPOSED
AMENDMENT TO CHAPTER 16, ARTICLE
VIII OF THE SALIDA MUNICIPAL
CODE REGARDING STORMWATER
MANAGEMENT AND GRADING AND
EROSION CONTROL**

**TO ALL MEMBERS OF THE PUBLIC
AND INTERESTED PERSONS: PLEASE
TAKE NOTICE** that on **January 23, 2023**
at or about the hour of 6:00 p.m., a public
hearing will be conducted by the City of
Salida Planning Commission at City Council
Chambers, 448 East First Street, Suite 190,
Salida, Colorado and online at the following
link: [https://attendee.gotowebinar.com/
rt/1909092342220683277](https://attendee.gotowebinar.com/rt/1909092342220683277)

The hearing is regarding proposed changes
to Chapter 16, Article VIII of the Salida
Municipal Code regarding Section 16-8-60,
Stormwater Management Standards, and
Section 16-8-70, regarding Grading and
Erosion Control.

Any recommendation by the Planning
Commission shall be forwarded to the City
Council for review and a public hearing
scheduled for **February 21, 2023** at or
about the hour of 6:00 p.m. at City Council
Chambers and online at the following
link: [https://attendee.gotowebinar.com/
register/6382995264411204366](https://attendee.gotowebinar.com/register/6382995264411204366).

Interested persons are encouraged to attend
the public hearings. Further information on
the application may be obtained from the
Public Works Department, (719) 539-6257.

*Please note that it is inappropriate to
personally contact individual Planning
Commissioners or City Councilors outside
of the public hearing while an application
is pending. Such contact is considered
ex parte communication and will have to
be disclosed as part of the public hearings
on the matter. If you have any questions/
comments, you should email or write a letter
to staff, or present your concerns at the
public meeting via the above GoToWebinar
link so your comments can be made part of