



CITY COUNCIL REGULAR MEETING

448 E. 1st Street, Room 190 Salida, Colorado 81201
December 19, 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 December 5, 2023 Minutes

CITIZEN COMMENT—Three (3) Minute Time Limit

UNFINISHED BUSINESS / ACTION ITEMS

3. **Ordinance 2023-19** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING AN OPTION TO GROUND LEASE REAL PROPERTY, LOCATED AT 102 D STREET AND 233 E. FIRST STREET, FROM THE CITY OF SALIDA TO ARTSPACE PROJECTS, INC. **SECOND READING AND PUBLIC HEARING**

NEW BUSINESS / ACTION ITEMS

4. **Resolution 2023-55** A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO ADOPTING AND APPROVING THE 2024 FEE SCHEDULES

5. **Resolution 2023-56** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO AUTHORIZING THE MAYOR TO SIGN A PRE-ANNEXATION AGREEMENT WITH JUST OFF THE RIVER INC (MAGGIE GALLEN BARNARD) FOR 1030 ILLINOIS AVENUE.

6. **Ordinance 2023-20** AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING THE FLOUR MILL MAJOR IMPACT REVIEW FOR A PLANNED DEVELOPMENT OVERLAY AND MAJOR SUBDIVISION OF THE 2 ACRE PARCEL LOCATED AT 6907 C.R. 105, **FIRST READING AND SETTING A PUBLIC HEARING**

7. **Ordinance 2023-21** AN EMERGENCY ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO REAPPOINTING AND SETTING COMPENSATION FOR CHERYL HARDY-MOORE AS MUNICIPAL COURT JUDGE FOR A TWO-YEAR TERM COMMENCING JANUARY 1, 2024 AND RUNNING THROUGH DECEMBER 31, 2025, **FIRST READING AND SETTING A PUBLIC HEARING**

8. **Contract with Recreation Engineering and Planning for Construction Oversight**

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

9. **Contract with Lowry Contracting Inc. for River Park Maintenance**

EXECUTIVE SESSION

10. **Executive Session:** Pursuant to C.R.S. Section 24-6-402(40(e) to determine positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators. Additional identification information: related to the hiring of a new City Administrator and negotiation of an employment contract with City Administrator finalist Christy Doon

NEW BUSINESS / ACTION ITEMS

11. **Resolution 2023-54** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO APPOINTING CHRISTY DOON AS CITY ADMINISTRATOR AND APPROVING AN EMPLOYMENT AGREEMENT IN CONNECTION THEREWITH

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Council Reports

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

Mayor Report

Treasurer Report

12. Treasurer Report

Attorney Report

Staff Reports

13. 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
December 05, 2023 - 6:00 PM

MINUTES

CALL TO ORDER

Pledge of Allegiance

Roll Call

PRESENT

Council Member Suzanne Fontana
Council Member Justin Critelli
Council Member Aaron Stephens
Council Member Harald Kasper
Council Member Alisa Pappenfort
Mayor Dan Shore
Treasurer Ben Gilling

ABSENT

Council Member Dominique Naccarato

Civility Invocation

CONSENT AGENDA

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

Voting Yea: Council Member Fontana, Council Member Critelli, Council Member Stephens, Council Member Kasper, Council Member Pappenfort

THE MOTION PASSED.

Approve Agenda

Approve November 21, 2023 Minutes

Approve MOU with the Salida School District for the Dog Park

Approve Contract with Monarch Mountain for Ski Bus Services

CITIZEN COMMENT—Three (3) Minute Time Limit

Jackie Berndt, Robin Anderson, Jim Miller, Marc Wisehart, Danny Taylor, Christopher Welter, Katy Blanton, Luis Henriquez, and Kat Been spoke during Public Comment.

LIQUOR LICENSING AUTHORITY

A new Brew Pub Liquor License for Elevation Beer Company LLC dba Elevation Beer Company at 146 W 1st Street, **PUBLIC HEARING**

Mayor Shore opened the Public Hearing. Clerk Erin Kelley presented the new Brew Pub Liquor License Request.

The Applicant, Christian Koch, asked Council to approve the request.

Hearing no other comment, Shore closed the Public Hearing.

Council discussed the request.

Council Member Critelli moved to approve a new Brew Pub Liquor License, Seconded by Council Member Kasper.

Voting Yea: Council Member Fontana, Council Member Critelli, Council Member Stephens, Council Member Kasper, Council Member Pappenfort

THE MOTION PASSED.

UNFINISHED BUSINESS / ACTION ITEMS

Ordinance 2023-16 AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING A SUBSTANTIAL MODIFICATION OF PARCELS VPA-1, VPA-7, VPA-8, AND VPA-9 OF THE VANDAVEER RANCH PLANNED DEVELOPMENT TO MODIFY THE OVERALL DEVELOPMENT PLAN BY CHANGING THE ENTITLEMENTS, ZONE DISTRICT MAP, DIMENSIONAL STANDARDS, AND OTHER STANDARDS FOR THE SOUTH ARK NEIGHBORHOOD, **FINAL READING AND PUBLIC HEARING**

Mayor Shore opened the Public Hearing. Community Development Director Bill Almquist presented the Ordinance.

Read McCulloch, Salty Riggs, and Rob Gartzman commented.

Hearing no other comment, Shore closed the Public Hearing.

Council Member Pappenfort moved to approve Ordinance 2023-16, to approve a Substantial Modification to the Vandaveer Ranch Overall Development Plan for the South Ark Neighborhood, as it is in compliance with the review standards for Substantial Modifications to a Planned Development found at Section 16-7-150 of the Land Use Code, which final technical language shall be finalized and approved by the City Attorney before publication of the ordinance, with no substantive changes being made, Seconded by Council Member Critelli.

Council Member Kasper moved to amend the language of Pages 11-12 of the ordinance as follows:

Affordable and Workforce Housing Standards

"This South Ark Neighborhood PD Modification shall ensure and require that a minimum of ~~seventy-five percent (75%)~~ **fifty percent (50%)** of all housing units constructed within the PD modification area be either "affordable workforce housing" or "~~non-income-based workforce housing~~" as defined herein and as further specified below. **A minimum of an additional 25% of all housing units shall be prioritized for the local Chaffee County workforce, either through affordable workforce housing or non-income-based workforce housing (i.e. through reoccurring first-rights-of-refusal) to be agreed upon via future development agreements.** The additional requirements listed below shall override and supersede the City of Salida's Inclusionary Housing Ordinance requirements as found within the Salida Municipal Code: "

Non-income-based workforce housing "shall be defined as deed-restricted **(or otherwise-restricted)** housing that is available to individuals who are part of the Chaffee County local workforce as defined herein. Such housing shall not be based on income but shall be ~~deed-restricted~~ **reserved** for members of the Chaffee County local workforce **via reoccurring 90-day first-rights-of-refusal** for a minimum of 5 years from the date of initial sale."

Additional Requirements

- "Any residential units within the South Ark Neighborhood PD modification area owned by public or non-project entities, such as the Chaffee Housing Authority, or

the Chaffee Housing Trust, Chaffee County, City of Salida, Colorado Mountain College, or Salida School District, are exempt from the AMI and deed-restriction requirements set forth herein, as long as the use of such units are restricted to the Chaffee County local workforce or students of a local education institution, but such residential units may **not** count however toward the fifty percent (50%) overall and per-phase affordable workforce housing units requirement."

~~"A minimum of twenty five percent (25%) of total residential units within the PD amendment area shall be deed restricted non income based workforce housing as defined herein. Such deed restriction on all non income based workforce housing shall apply for a minimum of 5 years. It is preferred that these units remain available and occupied by the Chaffee County local workforce following the termination of the deed restriction."~~

Seconded by Council Member Critelli.

Voting Yea: Council Member Fontana, Council Member Critelli, Council Member Stephens, Council Member Kasper, Council Member Pappenfort

THE MOTION PASSED.

Council Member Pappenfort moved to further amend the Ordinance by updating the language of Page 12 of the ordinance as follows:

Non-income-based workforce housing "shall be defined as deed-restricted (or otherwise-restricted) housing that is available to individuals who are part of the Chaffee County local workforce as defined herein. Such housing shall not be based on income but shall be reserved for members of the Chaffee County local workforce via reoccurring 90-day first-rights-of-refusal ~~for a minimum of 5 years from the date of initial sale.~~"

Seconded by Council Member Critelli.

Voting Yea: Council Member Fontana, Council Member Critelli, Council Member Stephens, Council Member Kasper, Council Member Pappenfort

THE MOTION PASSED.

Returning to the Ordinance as amended,

Voting Yea: Council Member Fontana, Council Member Critelli, Council Member Stephens, Council Member Kasper, Council Member Pappenfort

THE AMENDED ORDINANCE PASSED.

Ordinance 2023-17 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 FLOUR MILL ANNEXATION, **FINAL READING AND PUBLIC HEARING**

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

Jim Miller commented.

The applicant, Rob Gartzman requested approval of the Ordinance.

Hearing no other comment, Shore closed the Public Hearing.

Council discussed the Ordinance.

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

Voting Yea: Council Member Fontana, Council Member Critelli, Council Member Stephens, Council Member Kasper, Council Member Pappenfort

THE MOTION PASSED.

Ordinance 2023-18 AN ORDINANCE OF THE CITY OF SALIDA, COLORADO, ZONING CERTAIN REAL PROPERTY KNOWN AS THE FLOUR MILL ANNEXATION AS HIGH DENSITY RESIDENTIAL (R-3) ZONE DISTRICT, **FINAL READING AND PUBLIC HEARING**

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

Ned Suesse commented.

Hearing no other comment, Shore closed the Public Hearing.

Council discussed the Ordinance.

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

Voting Yea: Council Member Fontana, Council Member Critelli, Council Member Stephens, Council Member Kasper, Council Member Pappenfort

THE MOTION PASSED.

NEW BUSINESS / ACTION ITEMS

Resolution 2023-51 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, MAKING FINDINGS OF FACT, DETERMINATIONS, AND CONCLUSIONS CONCERNING THE FLOUR MILL ANNEXATION

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

Voting Yea: Council Member Fontana, Council Member Critelli, Council Member Stephens, Council Member Kasper, Council Member Pappenfort

THE MOTION PASSED.

Resolution 2023-52 AN AMENDMENT TO RESOLUTION 2022-50 ESTABLISHING BUDGET AND APPROPRIATIONS BY FUND FOR THE CITY OF SALIDA OPERATIONS FOR CALENDAR YEAR 2023, **PUBLIC HEARING**

Mayor Shore opened the Public Hearing. Finance Director Aimee Tihonovich presented the Resolution.

Hearing no comment, Shore closed the Public Hearing.

Council discussed the Resolution.

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

Voting Yea: Council Member Fontana, Council Member Critelli, Council Member Stephens, Council Member Kasper, Council Member Pappenfort

THE MOTION PASSED.

Resolution 2023-53 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, SUPPORTING APPLICATIONS FOR STATE AND FEDERAL GRANT FUNDS TO ASSIST IN THE IMPLEMENTATION OF INFRASTRUCTURE FOR THE SOUTH ARK NEIGHBORHOOD AND COMMITTING LOCAL MATCHING FUNDS

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

Voting Yea: Council Member Fontana, Council Member Critelli, Council Member Stephens, Council Member Kasper, Council Member Pappenfort

THE MOTION PASSED.

Ordinance 2023-19 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING AN OPTION TO GROUND LEASE REAL PROPERTY, LOCATED AT 102 D STREET AND 233 E. FIRST STREET, FROM THE CITY OF SALIDA TO ARTSPACE PROJECTS, INC., **FIRST READING AND SETTING A PUBLIC HEARING**

Council Member Pappenfort moved to approve the Ordinance on first reading and set a second reading and Public Hearing for December 19, 2023, Seconded by Council Member Kasper.

Voting Yea: Council Member Fontana, Council Member Critelli, Council Member Stephens, Council Member Kasper, Council Member Pappenfort

THE MOTION PASSED.

Mayor Shore announced Christy Doon as the name of the sole finalist under consideration for the position of City Administrator

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Reports were given.

ADJOURN

Adjourned at 8:25.



City Clerk | Deputy City Clerk

Mayor Dan Shore



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
City Attorney	Nina P. Williams, City Attorney	December 19, 2023

ITEM

Ordinance 2023-19, Approving an Option to Ground Lease Real Property, located at 102 D Street and 233 E. First Street, from the City of Salida to Artspace Projects, Inc.

BACKGROUND

On June 14, 2022, a Chaffee County District Court Final Rule & Order granted the City fee simple interest in Property (known as 102 D Street and 233 E. First Street, Salida) via eminent domain “to construct and maintain affordable housing and related improvements, and for other municipal uses.”

This Property is located in downtown Salida and prime for redevelopment as workforce housing for the community.

The provision of safe, affordable housing in Salida is a critical need, and the 2022 Chaffee County Housing Needs Assessment indicated that 1,105 new homes are needed for the local workforce by 2027, with 415 new rental units needed in Salida alone.

The City, in partnership with Artspace, a non-profit housing organization, identified in a Feasibility Study and Needs Survey that the community has goals for Preserving Affordability, Supporting Rural Creatives and Art Forms, Supporting a Diverse Cultural Community, and Anchoring a Creative District with new housing opportunities in downtown Salida.

In furtherance of these goals, the City Council wishes to ground lease the Property to Artspace for the purposes of developing, constructing, renovating and operating, in accordance with the Space to Create Colorado program, an affordable live/work project for individuals and their families, consisting of approximately nineteen (19) apartments and related uses.

STAFF RECOMMENDATION City staff recommends approval of Ordinance No. 2023-19, Approving an Option to Ground Lease Real Property, located at 102 D Street and 233 E. First Street, from the City of Salida to Artspace Projects, Inc.

SUGGESTED MOTION

A City Councilmember should state, “I move to approve Ordinance 2023-19 on second reading, approving an Option to Ground Lease Real Property, located at 102 D Street and 233 E. First Street, from the City of Salida to Artspace Projects, Inc.”

CITY OF SALIDA, COLORADO
ORDINANCE NO. 19
(Series of 2023)

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,
 APPROVING AN OPTION TO GROUND LEASE REAL PROPERTY, LOCATED AT
 102 D STREET AND 233 E. FIRST STREET, FROM THE CITY OF SALIDA TO
 ARTSPACE PROJECTS, INC.**

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

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

WHEREAS, pursuant to Colorado Revised Statutes § 31-15-713, the Council also possesses the authority to approve leases of City property for periods in excess of one year by ordinance; and

WHEREAS, the City owns certain real property within the City, located in downtown Salida, prime for redevelopment as workforce housing for the community, commonly known as 102 D Street and 233 E. First Street, Salida, Colorado 81201, and more specifically described and referred to within the Option to Ground Lease Agreement, attached hereto as **Exhibit A** (the “Property”); and

WHEREAS, pursuant to a Final Rule & Order filed by the Chaffee County District Court, dated June 14, 2022, the City was granted fee simple interest in the Property via eminent domain “to construct and maintain affordable housing and related improvements, and for other municipal uses,” and

WHEREAS, the provision of safe, affordable housing in Salida is a critical need, and whereas the 2022 Chaffee County Housing Needs Assessment indicated that 1,105 new homes are needed for the local workforce by 2027, with 415 new rental units needed in Salida alone; and

WHEREAS, the City, in partnership with Artspace, a non-profit housing organization, identified in a Feasibility Study and Needs Survey that the community has goals for Preserving Affordability, Supporting Rural Creatives and Art Forms, Supporting a Diverse Cultural Community, and Anchoring a Creative District with new housing opportunities in downtown Salida; and

WHEREAS, in furtherance of these goals, the City wishes to ground lease the Property to Artspace for the purposes of developing, constructing, renovating and operating, in accordance with the Space to Create Colorado program, an affordable live/work project for individuals and their families, consisting of approximately nineteen (19) apartments and related uses; and

WHEREAS, the City Council therefore desires to enter into the Option to Ground Lease Agreement with Artspace Projects, Inc., attached hereto as **Exhibit A**, finding that the lease of the Property will benefit the City, its workforce, its residents, its businesses, its customers and its Creative Art District.

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

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

Section 2. Option to Ground Lease Approved. Pursuant to Colorado Revised Statutes § 31-15-713, the City Council hereby accepts and approves the Option to Ground Lease Agreement between the City of Salida and Artspace Projects, Inc., attached hereto as **Exhibit A**.

Section 3. Execution of Option to Ground Lease Agreement. The City Council authorizes the Mayor on behalf of the City to execute the Option to Ground Lease Agreement, attached hereto as **Exhibit A**, and to execute and deliver any and all other documents reasonably necessary or convenient to effectuated the intent of the Option to Ground Lease Agreement, in accordance with the terms of this Ordinance.

Section 4. Severability. The provisions of this ordinance are severable and the invalidity of any section, phrase, clause or portion of the ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the ordinance.

INTRODUCED ON FIRST READING, on December 5, 2023, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation by the City Council on this ____ day of _____, 2023, and set for second reading and public hearing on the 19th day of December, 2023.

INTRODUCED ON SECOND READING FINALLY ADOPTED and ORDERED PUBLISHED IN FULL BY TITLE ONLY by the City Council on this 19th day of December, 2023.

City of Salida

Mayor Dan Shore

ATTEST:

City Clerk Erin Kelley

EXHIBIT A

Option to Ground Lease Agreement between City of Salida and Artspace Projects, Inc.

OPTION TO GROUND LEASE

THIS OPTION TO GROUND LEASE (the “Agreement”) is made and entered into this ____ day of _____, 2023 (the “Effective Date”), by and between the **CITY OF SALIDA, COLORADO** (hereinafter the “City”), a statutory city existing under the laws of the State of Colorado having an address at 448 E 1st Street, Salida, Colorado 81201, and **ARTSPACE PROJECTS, INC.** (hereinafter “API”), a Minnesota nonprofit corporation having an address at 250 Third Avenue North, Suite 400, Minneapolis, Minnesota 55401. Hereinafter the City and API shall individually be referred to as “Party” or collectively referred to as the “Parties.”

WITNESSETH :

WHEREAS, pursuant to that certain Final Rule & Order filed by the District Court, Chaffee County, Colorado dated June 14, 2022 (the “Order”), which Order is attached hereto as Exhibit A, the City is the owner of certain real property located at 102 D Street and 233 E. First Street within the City of Salida, more particularly described on Exhibit B (the “Property”); and

WHEREAS, API intends to ground lease the Property and develop at the Property, in accordance with the Space to Create Colorado program, an affordable live/work project for individuals and their families, consisting of, but not necessarily limited to, approximately nineteen (19) apartments and related uses (the “Project”), which Project shall be funded, in part, with use financing necessary for the development and operation of the Project; and

WHEREAS, API has requested, and the City has agreed to grant API an option to ground lease the Property for purposes of developing the Project on the Property, all in accordance with the terms set forth herein as well as in compliance with all local, State and federal laws, rules, regulations and requirements, as amended from time to time.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), and the mutual covenants and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the meanings ascribed thereto:
 - a. Affiliate Person shall mean an individual or entity controlled directly or indirectly by API, which will own the Project in lieu of API.
 - b. CHFA shall mean the Colorado Housing and Finance Authority.
 - c. Commencement Date shall mean the date API delivers written notice to the City of the exercise of the Option.
 - d. DOLA shall mean the Colorado Department of Local Affairs

e. Encumbrances shall mean all liens, security, interests, claims, encumbrances, easements, rights-of-way, encroachments, reservations, restrictions, covenants, conditions and any other matters affecting title to the Property.

f. Environment shall mean water or water vapor, land surface or subsurface, air, wildlife, biota and all other natural resources.

g. Environmental Law shall mean any applicable, or relevant and appropriate, statutes, ordinances, by-laws, directives or other written, published laws, any written, published rules or regulations, orders, and any licenses, permits, orders, judgments, notices or other requirements issued pursuant thereto, enacted, promulgated or issued by any Governmental Authority, in effect as of the Effective Date, relating to pollution or protection of public health or the Environment from Hazardous Materials (including, but not limited to, any air, surface water, groundwater, land surface or sub-surface strata, whether outside, inside or under any structure), or to the identification, reporting, generation, manufacture, processing, distribution, use, handling, treatment, storage, disposal, transporting, presence, Release or threatened Release, of any Hazardous Substances. Without limiting the generality of the foregoing, Environmental Laws shall include the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Toxic Substances Control Act, as amended, the Hazardous Materials Transportation Act, as amended, the Resource Conservation and Recovery Act, as amended, the Clean Water Act, as amended, the Safe Drinking Water Act, as amended, the Clean Air Act, as amended, and all analogous laws enacted, promulgated or lawfully issued by any Governmental Authority, but shall exclude the Occupational Safety and Health Act, as amended, and similar state laws.

h. Governmental Authority shall mean any federal, state or local governmental court, agency or other entity, body, organization or group exercising any executive, legislative, judicial, quasi-judicial, regulatory or administrative government function.

i. Ground Lease shall have the meaning provided in Section 3.

j. Hazardous Material shall mean any petroleum, PCBs, asbestos, chemical substance, waste, pollutant or contaminant, as defined in, or regulated by, any Environmental Law or as determined by any Governmental Authority.

k. Option shall have the meaning provided in Section 2.

l. Option Term shall mean the period from the Effective Date to the Termination Date.

m. Permitted Encumbrances shall mean the Encumbrances listed on the schedule of exceptions to be contained in the leasehold title policy to be dated as of the Commencement Date, or as described as a Permitted Encumbrance in this Agreement.

n. Person shall mean a natural person, a partnership, a joint venture, an unincorporated association, a limited liability company, a corporation, a trust, any other legal entity, or any Governmental Authority.

o. Project shall have the meaning provided in the Recitals.

p. Property shall have the meaning provided in the Recitals.

q. Taking shall mean any taking or pending or threatened taking, in condemnation or under the right of eminent domain of the Property or any portion thereof.

r. Termination Date shall have the meaning provided in Section 2.

2. Option to Ground Lease: The City hereby grants to API an exclusive option to ground lease the Property (the “**Option**”). The Option shall remain in full force and effect and may be exercised by API at any time until the first to occur of (i) the closing of the primary construction financing (excluding predevelopment financing) for the Project or (ii) December 31, 2025 (hereinafter referred to as the “**Termination Date**”). API has the right to extend the date in item (ii) above by twelve (12) months upon securing financing necessary to complete the Project.

3. Terms and Conditions of Lease: The City and API shall enter into a ground lease for the Property in a form substantially the same as the form attached hereto as Exhibit C, subject to changes required by any lender or funder of the Project and approved by the City, which approval shall not be unreasonably withheld, conditioned, delayed or denied (the “**Ground Lease**”) no later than the Termination Date. On the Commencement Date the mutually acceptable finalized version of the Ground Lease shall take effect. The parties shall negotiate the Ground Lease in good faith. If, despite reasonable efforts, the Parties are unable to negotiate a Ground Lease that is acceptable to both Parties, then this Option and all obligations of the Parties shall terminate on the Termination Date. While not specific to this Option, API understands that the City may be interested in additional terms for the Ground Lease, including but not limited to: local preference in procurement of goods and services as is reasonable for the construction of any future improvements; the City’s participation in design, architecture, financing and construction of future improvements; the City’s interest in any non-residential space or other City-funded improvements; the final term of the lease and the timing of project construction; lease renewal options.

4. Ground Lease Rent and Term: The rent payable under the Ground Lease is anticipated to be ONE DOLLAR (\$1.00) per year. The term of the Ground Lease shall be no less than thirty-five (35) years from the Commencement Date with two (2) five (5) year extensions. The Ground Lease’s rent and term shall ultimately be decided in consultation with the any lender or funder of the Project and the City of Salida. Notwithstanding the foregoing, this Agreement and the terms contained herein shall not constitute a multiyear fiscal obligation for the City.

5. Limitations on City’s Contribution to the Project. The Parties recognize and acknowledge that the City acquired the Property as a result of substantial expenditure of public funds, and that the City’s contribution to the Project is the value of the Property that is being provided for use of the Project at little cost to API in order for the City to receive the benefits

described above and for the community. The Parties do not contemplate further contributions from the City other than those payments made in accordance with that certain Professional Services Agreement between the City and API dated May 16, 2023. However, the City may, in its sole discretion, provide further contributions, funds, donations, or outlay of funds or in-kind services to assist in the development of the Project. API represents and warrants that it believes it can provide or acquire all necessary funding for the Project, other than for acquisition of the Property, from sources other than the City. The Parties acknowledge that some sources of financing may require the City to participate in the application, receipt and deployment of such funds.

6. Restrictive Covenants. The Parties acknowledge and agree that API will be permitted to record restrictive covenants (as contained in certain land use restriction agreement(s) required by CHFA, DOLA and such other applicable Persons as may be necessary to develop the Project (the “**LURA**”)) on the land and all improvements and that the LURA shall be binding on the City and any successor in interest to the City’s interest in the Property. The Parties further acknowledge and agree that upon the termination of the LURA by foreclosure or deed in lieu thereof, the Parties agree not to evict any residential tenants without cause and likewise acknowledge and agree that they will not increase the gross rent for a period of three (3) years.

7. Right to Inspect Property. The Parties acknowledge and agree that this Option is subject to a determination by the API on the desirability of the Property for the Project, including API’s environmental review of the Property. During the Option Term, API may conduct inspections, tests, and studies with respect to the physical and environmental condition of the Property, including all environmental, surveying, engineering, soil borings and other tests with respect to the Property. API and its consultants, agents, engineers, inspectors, contractors, and employees, upon notice to the City, shall be given reasonable access to the Property for the purpose of performing such due diligence.

8. Warranties and Representations of the City. As a material inducement to cause API to enter into this Agreement, the City represents to API that as of the Effective Date, throughout the term of this Agreement and as of the Commencement Date the following are true:

a. The City has full right, power and authority to execute, deliver and perform this Agreement without obtaining any consents or approvals from, or the taking of any other actions with respect to, any third parties, and this Agreement when fully executed will constitute a valid and binding agreement of the City, enforceable against the City according to its terms.

b. The City has title to the Property. The City is not aware of any party that has or shall have any right in, or to acquire the Property. At the Commencement Date, the Property shall be free and clear of all Encumbrances except Permitted Encumbrances.

c. There is no action, suit, proceeding or investigation pending or, to the City’s knowledge, threatened before any Governmental Authority which relates to the Property or the City’s use of the Property.

d. There is no known Taking affecting the Property.

e. The Property is not situated in any area classified by any Governmental Authority as being a “wetland” or “flood-prone.”

f. The City has received no notice from any Governmental Authority of a violation of any requirement of such Governmental Authority with respect to the use or occupation of the Property, including, but not limited to, Environmental Law, zoning, subdivision and other land use requirements, and the City has received no notice and have no knowledge of any violations or investigations relating to any such requirement.

g. The City has received no notice of any default or breach by the City under any covenant, condition, restriction, right of way or easement affecting the Property or any portion thereof, and no such default or breach is known by the City to now exist.

h. There are none, and, without the prior written consent of API, on the Commencement Date will be no service contracts, leases, purchase agreements or rights of first refusal affecting all or any part of the Property and there are and will be no oral or written promises, understandings, agreements or commitments between the City and any third party with respect to the Property.

i. There is no litigation or proceeding pending, or to the City’s knowledge, threatened against or relating to the Property.

j. To the best of the City’s knowledge, the Property is in compliance with, and the City has not been charged with, has not received any notice of and is not under investigation for, failure to comply with any Environmental Law. Neither the City nor, to the best of the City’s knowledge, any prior owners and occupants of the Property have stored, treated, generated, transported, processed, handled, produced or disposed of any Hazardous Materials (except in compliance with applicable Environmental Laws) at the Property. There are no underground storage tanks at the Property of which the City is aware.

k. The Property is presently vacant land not being used for a governmental purpose.

l. The City is a statutory city under the laws of the State of Colorado and pursuant to the provisions of Section 31-15-713, Colorado Revised Statutes, prior to entering into the Ground Lease or this Agreement, the City shall adopt an ordinance authorizing the City to enter into the Ground Lease and this Agreement.

m. The City was granted fee simple interest in the Property via eminent domain by the Order “to construct and maintain affordable housing and related improvements, and for other municipal uses.”

n. The City’s entering into this Agreement and the Ground Lease, and the transferring of a leasehold estate in the Property to API, or its Affiliate, does not and will not violate the Order.

9. Covenants of the City. The City covenants that during the Option Term:

- a. It shall not encumber the Property or enter into any lease or other occupancy agreement with respect thereto without the prior written consent of API.
- b. The City shall, at its sole cost and expense, comply with all notices, orders and requirements issued by any Governmental Authority against or affecting the Property, to the extent such notices, orders and requirements are issued as a result of the City's use or ownership of the Property.
- c. The City, upon knowledge of the same, shall promptly notify API of any material change with respect to the Property, or with respect to any information, representation or warranty heretofore or hereafter furnished by the City to API concerning the Property.
- d. The City shall, upon request, provide API with reasonable access to the Property for the purpose of verifying the City's performance of its obligations hereunder.

10. Warranties and Representations of API. As a material inducement to cause the City to enter into this Agreement, API represents and warrants to the City that as of the Effective Date, throughout the term of this Agreement and as of the Commencement Date:

- a. API has full right, power and authority to execute, deliver and perform this Agreement without obtaining any consents or approvals from, or the taking of any other actions with respect to, any third parties, and this Agreement when fully executed will constitute a valid and binding agreement of API, enforceable against API according to its terms.
- b. API has substantial experience in the financing and development through completion of workforce and affordable housing projects similar to the Project and, further, that API intends to diligently pursue financing and development of the Project through the completion stage.

11. Covenants of API. API covenants that during the Option Term:

- a. API shall work judiciously and in good faith at its sole cost to perform any and all due diligence regarding the historical or current use or uses of the Property.
- b. API shall, upon knowledge of the same, promptly notify the City of any material findings with respect to the Property, or with respect to any representation or warranty heretofore or hereafter furnished by API to the City.
- c. API shall, upon request, provide the City with reasonable satisfactory evidence or proof for the purpose of verifying API's compliance with performance of its obligations hereunder. Failure of API to provide such evidence or proof to the City for a period of twelve (12) consecutive months shall constitute an event of default under this Agreement which entitled the City to terminate the Option.

d. API shall not encumber the Property or enter into any lease or other occupancy agreement with any other person, party, or entity with the express written approval of the City.

12. Notice: All notices under this Agreement, including notice of the exercise of this Option, shall be in writing and shall be sent by certified or registered mail, return receipt requested, Federal Express, or similar private overnight carrier, addressed to the Party for which such notice is intended, at such Party's address set forth below or at such other address as may be provided by such Party to the other Party by notice complying with this Section. All notices sent pursuant to this Section shall be deemed effective when deposited in the mail or delivered to the overnight carrier, as the case may be, addressed as follows:

To the City:	City of Salida, Colorado 448 E 1 st Street, Suite 112 Salida, Colorado 81201 Attn: City Administrator
With a copy to:	Wilson Williams LLP 1314 Main Street, Suite 101 Louisville, Colorado 80027 Attn: Nina P. Williams, Esq.
To API:	Artspace Projects, Inc. 250 Third Avenue North Suite 400 Minneapolis, Minnesota 55401 Attn: President/COO/Sr. VP Properties
With a copy to:	Cannon Heyman & Weiss, LLP 726 Exchange Street, Suite 500 Buffalo, New York 14210 Attn: Steven J. Weiss, Esq.

13. Miscellaneous Provisions.

a. Unless terminated pursuant to its provisions, this Agreement, and all of its agreements, warranties and representations, shall survive the Option Term and commencement of the Ground Lease.

b. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Colorado, without regard to principles of conflict of laws. The Parties agree and consent that venue for purposes of resolving any dispute or controversy relating to this Agreement shall be Chaffee County.

c. This Agreement embodies and constitutes the entire understanding between the Parties with respect to the transaction contemplated herein, and all prior agreements,

understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument signed by the Party against whom enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

d. No waiver by either Party hereto of any failure or refusal by the other Party hereto to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal by such Party to so comply.

e. The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this contract or any of the provisions hereof.

f. Upon prior written notice to the City, API may assign all of its rights under this Agreement to an Affiliate Person, including, but not limited to, the eventual tenant, in its sole and absolute discretion, without the consent of the City.

g. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs or successors and assigns.

h. As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular, as the context may require.

i. This Agreement may be executed in a number of identical counterparts, each of which for all purposes is to be deemed as original, and all of which constitute, collectively, one agreement.

j. In the event that any one or more of the provisions contained in this Agreement should be found or held to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired thereby.

k. Time is of the essence of this Agreement.

l. City and API acknowledge that each Party's entry into this Agreement is voluntary in nature.

m. This Agreement has been carefully read by the Parties, the contents hereof are known and understood by the Parties, and it is signed freely by each Party executing this Agreement. Each Party has had the opportunity to review this Agreement with independent legal counsel.

n. The Parties recognize and acknowledge that the City is a Colorado municipality and is entitled to the protections of the Colorado Governmental Immunity Act,

Sections 24-10-101, et seq., Colorado Revised Statutes (“**CGIA**”). By entering into this Agreement, the City does not waive, and does not intend to waive any of the protections to which it is entitled under CGIA.

[Remainder of page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the City and API have caused this Agreement to be executed under seal as of the day and year first above written.

CITY:

CITY OF SALIDA, COLORADO

By: _____

Name: Dan Shore

Title: Mayor

API:

ARTSPACE PROJECTS, INC.

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENTS

STATE OF COLORADO)
 :ss.
 COUNTY OF CHAFFEE)

On the ____ day of December, in the year 2023, before me, the undersigned, a notary public in and for said state, personally appeared **Dan Shore**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

 Notary Public

STATE OF MINNESOTA)
) ss.
 COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of December, 2023 by [INSERT SIGNATORY NAME], the [INSERT TITLE] of Artspace Projects, Inc., a nonprofit corporation under the laws of Minnesota.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

 SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

EXHIBIT A

Order

See Attached

EXHIBIT B

Description of Property

102 D Street: Lots 1 and 2 and Southeasterly 20 feet of Lot 3 of Block 23 of Sacketts Addition, City of Salida, plat recorded at Reception No. 444196 of the Chaffee County Recorder Office

233 E. First Street: Northwesterly 5 feet of Lot 3; all of Lots 4 and 5; and Southeasterly 7.5 feet of Lot 6 of Block 23 of the Sacketts Addition, City of Salida, plat recorded at Reception No. 444196 of the Chaffee County Recorder Office

EXHIBIT C

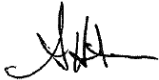
Form of Ground Lease
See Attached

DISTRICT COURT, CHAFFEE COUNTY, COLORADO		<p>DATE FILED: June 30, 2022 4:39 PM</p> <p>CLERK'S OFFICE</p> <p>CASE NUMBER: 2021CV30028</p>
Court Address: 142 CRESTONE AVENUE, P.O. BOX 279, SALIDA, CO, 81201		
Petitioner(s) CITY OF SALIDA v. Respondent(s) PMM LLC et al.		
		<p>△ COURT USE ONLY △</p> <p>Case Number: 2021CV30028</p> <p>Division: 2 Courtroom:</p>
<p align="center">Order:Final Rule & Order (proposed) with Exhibit 1 - Subject Property Legal Description</p>		

The motion/proposed order attached hereto: SO ORDERED.

This Order was issued with the consent of the parties and any appeal must be taken pursuant to C.R.M. Rule 7(b).

Issue Date: 6/14/2022



AMANDA HUNTER
Magistrate

DISTRICT COURT, CHAFFEE COUNTY, STATE OF COLORADO Chaffee Combined Court 142 Crestone Avenue; P.O. Box 279 Salida, CO 81201 (719) 539-2561	
PETITIONER: CITY OF SALIDA, a Colorado statutory municipality, v. RESPONDENTS: PMM, LLC, a Colorado limited liability company; PENELOPE L. MEHOS, an individual; JOHN G. MEHOS, an individual; PLAINTIFFS IN CASE NO. 2021CV30014; and DEE DEE COPPER in her official capacity as Treasurer/Public Trustee of Chaffee County, Colorado.	▲ COURT USE ONLY ▲
	Case Number: 2021CV30028 Division: 2
FINAL RULE & ORDER	

In accordance with C.R.S. §§ 38-1-105(3) and (4), the Court enters this Final Rule & Order.

THE COURT HEREBY FINDS AS FOLLOWS:

1. This matter is an eminent domain proceeding brought pursuant to the procedures set forth in Title 38, Article 1, Colorado Revised Statutes (“C.R.S.”). In this action, Petitioner City of Salida, Colorado (“City”) sought to acquire by eminent domain a fee interest in a tract of land to construct and maintain affordable housing and related improvements, and for other municipal uses.

2. The Petitioner caused a Petition in Condemnation to be filed on, or about, August 3, 2021. The real property interest the Petitioner sought to acquire by eminent domain is more particularly described on the attached **Exhibit 1** (the “Subject Property”).

3. Based upon the records and files herein, the Court finds that all persons interested as owners or otherwise appearing of record have been joined as Respondents in this action; that service of process has been properly perfected on all named Respondents as required by law, or that the same have subjected themselves to the jurisdiction of this Court; and that the Court has full and complete jurisdiction over the parties hereto. The Court further finds that it has subject matter jurisdiction pursuant to C.R.S. §38-1-102, and that venue is proper since the Subject Property is located in Chaffee County, Colorado.

4. All of the named Respondents have been properly joined as Respondents to this case:

- a. On September 16, 2021, through counsel, in her official capacity as Chaffee County Treasurer and Public Trustee, Respondent Dee Dee Copper filed a Disclaimer of Interest;
- b. On September 24, 2021, on behalf of Plaintiffs in Case No. 2021cv30014 (hereinafter, collectively the "Class-Action Plaintiffs"), Matthew K. Hobbs filed an entry of appearance;
- c. On, or about, August 17, 2021, through the Chaffee County Sheriff Office, the City caused personal service of the Petition in Condemnation and related pleadings on Respondent John Mehos, Respondent Penelope Mehos, and Respondent PMM, LLC (hereinafter, collectively, the "Respondent-Landowners");
- d. On October 19, 2021, from the bench and as recorded in its Minute Order, the Court found the City properly served the Respondent-Landowners; and
- e. The Respondent-Landowners did not respond to the City's Petition in Condemnation or otherwise appear before this Court.

5. On March 26, 2022, though counsel, the Class-Action Plaintiffs filed with this Court a pleading captioned as Notice From Plaintiff's in Case No. 2021cv30014 Regarding Further Case Participation ("Notice of Non-Participation"). In their Notice of Non-Participation, the Class-Action Plaintiffs notified the Court that "they will be not contesting or participating in the valuation hearing, or otherwise further participating in this case, unless otherwise ordered to do so by the Court."

6. On April 20, 2022, the Court accepted the Class Action Plaintiffs' Notice of Non-Participation.

7. This matter then came before the Court on May 2, 2022 for a valuation trial to a commission. The commission was sworn and given written instruction. The City appeared with counsel, Joseph Rivera, at the valuation hearing. None of the Respondents participated in the valuation trial.

8. On May 2, 2022, after deliberation, the commission returned a Certificate of Ascertainment and Assessment and Report of Commissioners (hereinafter "Certificate"). In its Certificate, the commission ascertained the value of the property actually taken as six hundred and twenty thousand dollars and no cents (\$620,000.00) ("Certificate Amount").

9. On May 3, 2022 the Court has caused the commissioners' Certificate to be entered upon the records of the Court in accordance with C.R.S. §38-1-116.

NOW THEREFORE, based upon these findings and other matters in the Court record, along with the commissioners' Certificate, **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that a fee simple interest in the Subject Property, as described in **Exhibit 1**, is and has been duly and lawfully taken and condemned by Petitioner pursuant to the statutes and the Constitution of the State of Colorado, that all interests of all Respondents in the Subject Property have been acquired by and vested in Petitioner, and that the Subject Property is hereby conveyed to Petitioner free and clear of same. All claims for compensation or damages resulting from the taking of the Subject Property must be made against the amounts deposited by the Petitioner in the Court's registry, as described herein, and not against Petitioner or against the Subject Property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the sum of six hundred and twenty thousand dollars and no cents (\$620,000.00) represents the full and final compensation to be paid by Petitioner for the taking of a fee simple interest in the Subject Property, and the Court's Registry shall accept from the City a deposit of six hundred and twenty thousand dollars and no cents (\$620,000.00) and shall hold same in an interest bearing account until claimed.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that a certified copy of this Final Rule & Order may be recorded and indexed in the office of the Clerk and Recorder of Chaffee County, Colorado, in like manner and in like effect as if it were a deed of conveyance of a fee simple interest in the Subject Property (as shown on the attached **Exhibit 1**) from the owners and parties interested therein to Petitioner City of Salida, Colorado. Upon recording of this Rule & Order, the Lis Pendens recorded on October 15, 2021 at Reception No. 475047 with the Clerk and Recorder of Chaffee County, Colorado, shall be released and of no further effect.

SO ORDERED, this _____ day of _____, 2022.

BY THE COURT:

District Court Judge

EXHIBIT 1

TO

FINAL RULE & ORDER

SUBJECT PROPERTY LEGAL DESCRIPTION

CITY OF SALIDA v. PMM, LLC, a Colorado limited liability company; PENELOPE L. MEHOS, an individual; JOHN G. MEHOS, an individual; PLAINTIFFS IN CASE NO. 2021CV30014; and DEE DEE COPPER in her official capacity as Treasurer/Public Trustee of Chaffee County, Colorado
[Chaffee County District Court Case No. 2021CV30028]

EXHIBIT 1

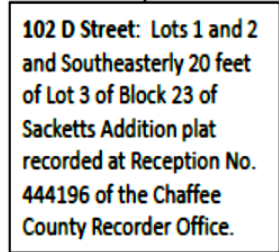
TO

DATE FILED: August 3, 2021 5:00 PM
FILING ID: EB633DA92D6E3
CASE NUMBER: 2021CV30028

PETITION IN CONDEMNATION

SUBJECT PROPERTY LEGAL DESCRIPTION

PMM, LLC, a Colorado limited liability company; PENELOPE L. MEHOS, an individual; JOHN G. MEHOS, an individual; PLAINTIFFS IN CASE NO. 2021CV30014; and DEE DEE COPPER in her official capacity as Treasurer/Public Trustee of Chaffee County, Colorado



233 E. First Street:
Northwesterly 5 feet of
Lot 3, Lots 4 and 5, and
Southeasterly 7.5 feet of
Lot 6 of Block 23 of the
Sacketts Addition plat
recorded at Reception No.
444196 of the Chaffee
County Recorder Office.

GROUND LEASE

THIS GROUND LEASE (“this Lease” or “the Lease”) made and entered into as of the [] day of [], 20[], by and between **CITY OF SALIDA, COLORADO** (“Lessor”), a statutory city existing under the laws of the State of Colorado having an address at 448 E 1st Street, Salida, Colorado 81201 and [] (“Lessee”), a [] having an address at 250 Third Avenue North, Suite 400, Minneapolis, Minnesota 55401, hereinafter, the Lessor and Lessee shall individually be referred to as “Party” or collectively referred to as the “Parties.”

WHEREAS, Lessor owns certain parcels of land located at 102 D Street and 233 E. First Street in the City of Salida, County of Chaffee, State of Colorado, all as more fully described on **Exhibit 1**, annexed hereto (the “Land”). Lessor desires to lease the Land to Lessee for the purpose of developing, constructing, renovating and operating an affordable live/work project for individuals and their families, consisting of, but not necessarily limited to, approximately nineteen (19) apartments and related uses (the “Project”).

WHEREAS, the Lessee enters into this Lease to lease the Premises ;

NOW, THEREFORE, in consideration of the foregoing recitals, of mutual promises of Lessor and Lessee, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

ARTICLE 1: Demise of Leased Premises

1.1 **LEASED PREMISES:** Lessor leases to Lessee and Lessee leases from Lessor, the Land and any improvements now or hereafter located thereon (collectively referred to in this Lease as the “Leased Premises”) described in the attached **Exhibit 1**. Lessor represents and warrants that as of the date of this Lease, the Leased Premises are free and clear of all lien or encumbrances other than those consented to by Lessee as of the date hereof (the “Permitted Encumbrances”). Lessee takes the Leased Premises upon the terms and conditions set forth herein, subject only to the Permitted Encumbrances.

ARTICLE 2: Duration of Lease

2.1 **TERM:** The term of this Lease will be thirty-five years commencing on [] (the “Effective Date”), and terminating on the thirty-fifth (35th) anniversary of the Effective Date, unless terminated sooner as hereinafter set forth (the “Initial Term”). To facilitate refinancings as may be needed with respect to the Leased Premises, if any, so long as Lessee is not in default hereunder at the time of exercise of Lessee’s option to renew hereunder at the conclusion of the Initial Term, Lessee shall have the right to extend this Lease for two additional terms of five (5) years (individually, a “Renewal Term” and collectively the “Renewal Terms”; provided, however, that the right of Lessee to extend the Lease for the Renewal Term shall be effective only if Lessee shall give written notice to Lessor of Lessee’s exercise of such option not less than ninety (90) days prior to the expiration of the Initial Term. Reference to the “Term” shall mean either the Initial Term or the Renewal Term(s) consistent with whether the Lease has been extended for the Renewal Term(s).

ARTICLE 3: Use of Leased Premises

3.1 **USE:** Pursuant to a Professional Services Agreement between the Lessor and Artspace Projects, Inc., a Minnesota nonprofit corporation, (“Artspace”), dated May 16, 2023, the Project shall be developed on the Land by Artspace. Lessee and any person occupying the Leased Premises will use the Leased Premises only for the Project. The Leased Premises shall not be used by Lessee for any unrelated purpose without the prior written consent of the Lessor.

3.2 **RESPONSIBLE USE AND COMPLIANCE WITH LAW:** Lessee will maintain the Leased Premises or cause the Leased Premises to be maintained in good, safe and habitable condition in all respects, except for normal wear and tear, in full compliance with all applicable laws and regulations.

3.3 **RESPONSIBLE FOR OTHERS:** Lessee will be responsible for the use of the Leased Premises by all tenants, invitees, guests, visitors, members of the public, and anyone else using the Leased Premises.

3.4 **INSPECTION:** Subject to the rights of any tenants, Lessor may inspect the Leased Premises at any reasonable time and in a reasonable manner upon at least twelve (12) hours written notice to Lessee.

3.5 **LESSEE’S RIGHT TO PEACEFUL ENJOYMENT:** So long as Lessee fulfills its obligations under this Lease, it will have the peaceful and undisturbed enjoyment of the Leased Premises.

ARTICLE 4: Ground Lease Fee

4.1 **GROUND LEASE FEE:** On the Effective Date or at such other time as Lessor and Lessee may mutually agree, Lessee agrees to pay to the Lessor rent in advance in the amount of One Dollar (\$1.00) per annum (the “Ground Lease Fee”).

4.2 **NET LEASE:** Lessor shall not be required to furnish Lessee any facilities or services of any kind whatsoever. Lessee shall pay or cause to be paid, as additional rent, all expenses of every kind and nature, relating to or arising from the Leased Premises, including expenses arising from the leasing, insuring, management, operation, maintenance, repair, use or occupancy of the Leased Premises and payment of all real estate taxes, special assessments, and governmental assessments and impositions of any kind that relate to the Leased Premises, if any.

ARTICLE 5: Nature of Lease

5.1 **ANNUAL APPROPRIATION.** No provision of this Lease shall be construed or interpreted as creating a general obligation, multiple fiscal year financial obligation, or other indebtedness of the Lessor within the meaning of any constitutional, home rule charter or statutory debt limitation. No provision of this Lease shall be construed or interpreted as creating an unlawful delegation of governmental powers nor as a donation by or a lending of the credit of the Lessor within the meaning of Article XI, Sections 1 or 2 of the Colorado constitution. This Lease nor the execution and delivery of any documents related to the construction and maintenance of the Leased Premises shall directly or indirectly obligate the Lessor to make any payments beyond those duly

budgeted and appropriated for the Lessor's then current fiscal year. No provision of this Lease shall be construed to pledge or to create a lien on any class or source of Lessor's moneys, nor shall any provision of this Lease restrict the future issuance of any City of Salida Bonds, or obligations payable from any class or source of Lessor's moneys.

ARTICLE 6: Ownership Rights

6.1 EXCLUSIVE RIGHTS TO LEASED PREMISES: Lessee shall have the exclusive right during the term of this Lease to occupy and possess the Leased Premises and any improvements existing at the time of the execution of this Lease or hereinafter constructed by Lessee during the term of this lease.

6.2 ATTORNEY IN FACT: Lessor hereby irrevocably and unconditionally agrees, promptly upon the request of Lessee, in each instance, and at the Lessee's expense, (i) to execute and deliver all agreements, documents and instruments necessary or advisable to effect any benefits arising in connection with and issued by the Lenders pursuant to the applicable provisions under Title 39 of the Colorado Revised Statutes or other applicable law in connection with the Project, and (ii) any other government agency which may confer benefits to the Project or Property, as applicable. Lessor hereby unconditionally and unequivocally constitutes and appoints Lessee to be its lawful and true agent and attorney-in-fact coupled with an interest, with full power of substitution to execute and/or record any such documents or instruments. The Parties agree that Lessor's failure to comply with the provisions of this Article 6 shall cause irreparable harm to Lessee for which no adequate remedy at law will be available and, in addition to any other available remedies, Lessee shall be entitled to the right of specific performance in the event of a breach by the Lessor of the provisions of this Section 6.2.

6.3 CONSTRUCTION AND ALTERATION: Any construction in connection with an existing or new improvement is subject to the following conditions:

- (a) Lessee will bear all costs of construction;
- (b) All construction will be performed in a work-like manner in compliance with all applicable laws and regulations; and
- (c) All construction will be consistent with the permitted uses set forth in Article 3.

6.4 PROHIBITION OF LIENS: Lessee will procure the record discharge of any mechanic's or materialman's claim of lien which might be filed against the Leased Premises within forty-five (45) days of its filing. If Lessee fails to procure the record discharge of a claim of lien within the time allowed, Lessor may, but is not obligated to, discharge the same by paying the amount in question. Lessee may contest the validity of any lien asserted so long as Lessee furnishes a bond in an amount sufficient to release the Leased Premises from the lien. Any amounts paid by Lessor hereunder in respect of the liens will be deemed an additional Ground Lease Fee payable by Lessee upon demand.

6.5 MAINTENANCE AND SERVICES: Lessee will, at Lessee's sole expense, maintain the Leased Premises as required by Section 3.2 above. Lessor will not be required to

furnish any services or facilities, including but not limited to heat, electricity, air conditioning, or water, or to make any repairs to the Leased Premises, and Lessee hereby assumes the sole responsibility for furnishing and paying for all fees, charges, costs, expenses or services.

6.6 DISPOSITION OF LEASED PREMISES UPON EXPIRATION OF LEASE

TERM: Upon the expiration of the Term of this Lease as such Term may be terminated in accordance with this Lease, Lessee will surrender the Leased Premises to the Lessor without liens or encumbrances of any kind, except for Permitted Encumbrances. Any and all improvements constructed during the Term shall be in good condition, reasonable wear and tear excepted and shall, at the end of the Term, become the property of the Lessor. The exclusive right to possess the Leased Premises will thereupon revert to Lessor.

6.7 TRANSFER OF TITLE TO IMPROVEMENTS: Upon expiration of the Term, Lessee, at Lessor's election, shall execute and deliver to Lessor such deed, bill of sale or other instruments reasonably required to evidence the vesting of title to the Leased Premises and the improvements thereon to the Lessor.

6.8 HOLDING OVER: If Lessee shall hold the Leased Premises after the expiration of the term, such holding over, in the absence of written agreement to the contrary, shall be deemed to have created a month-to-month tenancy terminable on thirty (30) days' notice by either Party to the other.

6.9 RIGHT OF FIRST REFUSAL: The Lessee hereby grants to Lessor a right of first refusal ("ROFR") to purchase the Project and Lessee's interest in the Leased Premises subject to the terms and conditions set forth in this Section 6.9.

If the Lessee desires to sell, transfer, assign, or convey the Project and its interest in the Leased Premises, then the Lessee shall follow the following procedures:

(a) If the Lessee receives a bona fide offer that is from a party that is not related to the Lessee or Artspace and that is acceptable to Lessee, and the Lessee intends to accept such offer ("Offer"), the Lessee shall promptly give written notice to the Lessor of all relevant terms of the Offer, including any letter of intent, term sheet, or other written materials related to the Offer ("Offer Notice"). If the Lessee fails to give the Offer Notice to the Lessor and accepts the Offer, any subsequent transfer is null and void, and the Lessor may seek any remedy at law or equity to enforce its rights under the ROFR including injunctive relief and specific performance.

(b) Upon receipt of the Offer Notice, the Lessor shall have fifteen (15) days to deliver to the Lessee a written notice of its intent to exercise the ROFR on terms no less favourable to the Lessee as the terms set forth in the Offer ("Acceptance Notice").

(c) If the Lessor delivers the Acceptance Notice, then within thirty (30) days the Lessee and the Lessor shall negotiate a definitive purchase and sale agreement based on substantially the same terms as the Offer; provided, that if the Lessee and the Lessor are unable to reach agreement within thirty (30) days, the disputed terms shall be resolved by arbitration under the rules of the American Arbitration Association.

(d) If the Lessor does not deliver its Acceptance Notice within fifteen (15) days, withdraws the Acceptance Notice, or waives its ROFR in writing, then the Seller may sell the Project or its interest in the Leased Premises upon substantially the same the terms of the Offer. If the Lessee consummates the sale, this ROFR will terminate.

(e) The Lessor shall, at the request of the Lessee, execute any necessary documents to memorialize the termination or expiration of this ROFR in accordance with its terms, including such documents as may be necessary to satisfy the third-party purchaser and the title insurance company that the ROFR does not apply.

ARTICLE 7: Encumbrances

7.1 LESSEE MORTGAGE:

(a) Lessee may mortgage or otherwise encumber its interest in the Leased Premises with the prior written consent of the Lessor. Lessor hereby consents to the mortgages and encumbrances set forth in the leasehold owners policy issued to Lessee at construction loan closing, as may be updated at permanent loan closing.

(b) Lessor may consent to the granting by Lessee of leasehold mortgage liens on, and security interests in, Lessee's interests in the Leased Premises, including any improvements thereon, Lessee's personal property and/or trade fixtures located thereon, and this Lease. Lessor does hereby certify to Lenders that: (i) Lessor is the current owner of the fee interest in the Leased Premises; (ii) Lessor is the current owner of: (A) the interests demised under the Lease, and (B) all of the rights and benefits of "lessor" under the Lease; and (C) the Lease is the only instrument governing Lessor's and Lessee's rights and obligations with respect to the Leased Premises.

(c) Lessor may, upon review, execute any and all documents necessary to grant to the financial institution or institutions making loans to Lessee a mortgage or mortgages and any similar security interests on the Property and the Project, as well as any documents reasonably required by the Lessee to be executed by the Lessor in connection with the development of the Property and the operation and management of the Project, provided that the Lessor shall execute such documents for the sole purpose of encumbering its interest in the Property and the Project, and provided further that all such mortgages and notes secured by such mortgages shall be non-recourse to the Lessor and the only recourse for satisfaction of any obligations of the Lessor thereunder shall be to the Lessee's interest in the Property.

7.2 LESSOR MORTGAGES: Except for the Permitted Encumbrances, Lessor may not encumber, lien, mortgage, and/or create or grant any rights and/or interests in or to its fee interest in the Leased Premises or the Project or otherwise encumber its interest in the Leased Premises or Project and/or any part or parts thereof, and any encumbrance, lien, mortgage, right and/or interest purported to be created, granted, permitted and/or resulting from any action of the Lessor in connection with the Leased Premises and the Project and/or any part or parts thereof shall be void, unenforceable and of no effect whatsoever and shall not be binding in any manner upon Lessee. In addition, this Lease shall be superior to any mortgage on the fee interest in the Leased Premises, which may now or hereafter affect such fee interest and to all renewals,

modifications, consolidations, replacements and extensions of any such mortgages. Lessor represents and warrants that there is currently no mortgage on the fee interest in the Leased Premises.

7.3 LAND USE RESTRICTION AGREEMENT: Lessor hereby authorizes and agrees at the direction of Lessee to execute and record, as applicable, any and all documents required by Colorado Housing Finance Authority (CHFA), Colorado Department of Local Affairs (DOLA), and such other applicable Persons as may be necessary to develop the Project in connection with placing restrictive covenants on the fee and/or leasehold interest(s) in the Leased Premises, including, without limitation, a certain land use restriction agreement.

ARTICLE 8: Liability, Insurance, Damage and Destruction, Eminent Domain

8.1 LESSEE'S LIABILITY: Lessee assumes sole responsibility and liability to all persons and authorities related to the possession, occupancy, and use of the Leased Premises and will defend, indemnify, and hold Lessor harmless against all liability and claims of liability for injury or damage to person or property from any cause on or about the Leased Premises unless it occurred prior to the date of this Lease or is caused by Lessor's gross negligence or intentional wrongdoing by Lessor in its capacity as lessor of the Premises. Lessee waives all claims against Lessor for injury or damage arising from the Leased Premises except for claims arising prior to the commencement of this Lease or out of Lessor's gross negligence or intentional wrongdoing.

8.2 LESSOR'S LIABILITY: Lessor shall defend, indemnify and hold harmless Lessee against any and all liability and claims of liability for injury or damage to person or property from any cause on or about the Leased Premises that occurred solely prior to the commencement of this lease.

8.3 PAYMENT BY LESSOR: If Lessor is required to pay any sum that is the Lessee's responsibility or liability, the Lessee will reimburse the Lessor for the payment and for reasonable expenses caused thereby.

8.4 INSURANCE: Lessee will keep or cause to be kept all improvements continuously insured against loss or damage by fire and other hazards and will maintain premises liability insurance with excess coverage limits of not less than [\$2,000,000 per occurrence, \$4,000,000 aggregate] covering the Land and improvements insuring Lessee against all liability assumed under this Lease, as well as all liability imposed by law. The property and liability insurance policies will name both Lessee and Lessor as "named insureds" so as to create the same liability on the part of insurer as though separate policies had been written for Lessee and Lessor.

8.5 DAMAGE OR DESTRUCTION: If any improvements are damaged or destroyed by fire or other casualty, Lessee shall have the right to receive any insurance proceeds available from such casualty and may use such proceeds (with any costs in excess of the insurance proceeds paid for by the Lessee) to replace the improvements or demolish such improvements and remove all debris if permitted by law. In no event shall the Lease terminate, however. Lessee's receipt and use on insurance proceeds is subject to Lenders requirements as set forth in Lenders' loan documents.

8.6 ***EMINENT DOMAIN, CONDEMNATION AND PUBLIC DEDICATION:***

(a) The Parties hereto shall promptly give Lender notice of any condemnation proceedings or of any pending adjustment of insurance claims as each may relate to the Improvements.

(b) No partial casualty or condemnation shall result in a termination of this Lease.

(c) If the entire Leased Premises are taken by eminent domain, this Lease will terminate as of the date the Lessee is required to surrender possession of the Leased Premises.

(d) If this Lease is terminated by reason of any such taking, then subject to Section 8.6(f), Lessor shall be entitled to receive 100% of any award ("Condemnation Proceeds") for the remainder value of the Land as encumbered by this Lease and exclusive of the value of any improvements, and Lessee and/or Lender, as applicable, shall be entitled to the balance of any award.

(e) If the Lessee reasonably determines that the Leased Premises cannot be restored to a use consistent with this Lease, Lessee may, with Lender's consent, as applicable, terminate this Lease on sixty (60) days written notice to Lessor.

(f) If Lessee shall assign to any Lender any Condemnation Proceeds to which it shall be entitled under the provisions of Section 8.6(d), Lessor shall recognize such assignment and agrees that the Condemnation Proceeds shall be paid to such assignee as its interest may appear.

(g) Lessee and the Lenders shall have the right to participate in any condemnation proceeding for the purpose of protecting their rights under this Lease, and in this connection, specifically and without limitation to introduce evidence independently of Lessor to establish the value of or damage to the improvements.

ARTICLE 9: Transfer, Sale, or Disposition of Leasehold

9.1 ***LESSOR'S RIGHT TO SELL:*** Subject to the provision of this Article 9, Lessor may, only upon the consent of Lessee and Lenders, sell or transfer the Leased Premises provided, however, that Lessor shall require any purchaser to assume each and every obligation under the Lease and to agree not to disturb Lessee's possession under this Lease except to the extent permitted by this Lease.

ARTICLE 10: Assignment and Sublease

10.1 Lessee shall not assign, sublease, sell, or otherwise convey any of Lessee's rights under this Lease without the prior written consent of the Lessor, provided that (i) no such transfer shall relieve Lessee of its obligations hereunder, and (ii) any assignee or subtenant shall be bound by the use restrictions set forth in Section 3.1. Lessor hereby agrees that Lessee shall be able to sublease the Project's units in the normal course of business without such prior written consent.

ARTICLE 11: Default

11.1 ***EVENTS OF DEFAULT:*** The following events are referred to collectively as “Events of Default,” or individually as an “Event of Default”:

(a) Lessee defaults in the due and punctual payment of the Ground Lease Fee or any other amounts due to Lessor pursuant to this Lease and such default continues for one hundred eighty (180) days after written notice of the failure is given to Lessee and any Lender;

(b) This Lease or the Leased Premises or any part of the Leased Premises is taken upon execution or by other process of law directed against Lessee, or are taken upon or subject to any attachment at the instance of any creditor or claimant against Lessee and the attachment is not discharged or disposed of within ninety (90) days after its levy;

(c) Lessee files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or admits the material allegations of any such petition by answer or otherwise, or is dissolved or makes an assignment for the benefit of creditors;

(d) Involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of Lessee are instituted against Lessee, or a receiver or trustee is appointed for all or substantially all of the property of Lessee, and such proceeding is not dismissed or such receivership or trusteeship vacated within ninety (90) days after such institution or appointment; or

(e) Lessee breaches any of the other material agreements, terms, covenants or conditions which this Lease requires Lessee to perform, and such breach continues for a period of ninety (90) days after notice from Lessor to Lessee; or if such breach cannot reasonably be cured within such ninety (90) day period, Lessee fails promptly within said ninety (90) day period to commence and proceed diligently and in good faith to cure such breach and fails to complete such cure within a reasonable time.

Notwithstanding the foregoing, Lessee’s limited partners or any of the limited partners’ members or partners, shall have the right, but not the obligation, to cure a default under this Lease within the same time period as Lessee. Lenders shall have the rights afforded them as set forth in Section 12.2.

11.2 ***TERMINATION:*** In the case of any of the Events of Default described above, Lessor may terminate this Lease and initiate summary ejectment proceedings allowing Lessor to enter and repossess the entire Leased Premises. If this Lease is terminated by Lessor, or if Lessor reenters the Leased Premises after an Event of Default, the Lessee agrees to pay and be liable for any due and any unpaid Ground Lease Fee, damages which may be due or sustained prior to or in connection with the termination or reentry, and all reasonable costs, fees and expenses (including, without limitation, reasonable attorneys’ fees) incurred by Lessor in pursuit of its remedies in law or in equity that may be available to Lessor under this Lease. Upon such termination, and so long as there are no events of default under applicable subleases, Lessor shall grant non-disturbance and attornment agreements to such subtenants.

11.3 **FORBEARANCE:** Notwithstanding anything to the contrary in this Lease, so long as any leasehold mortgage remains outstanding on the Leased Premises (the “Forbearance Period”), the Lessor agrees that it shall not bring any action to terminate the Lease, to transfer Lessee’s interest under the Lease or otherwise to disturb or affect the Lessee’s rights and enjoyment of possession of the Leased Premises or result in the termination of the Lease (a “Lease Enforcement Action”), nor name Lessee, and/or any subtenant as a party defendant to any Lease Enforcement Action, nor shall the Lease be terminated by Lessor in connection with, or by reason of, any Lease Enforcement Action, unless the Lease Enforcement Action will not result in a direct or indirect termination, cancellation or other cessation of the Lease.

11.4 **DEFAULT BY LESSOR:** Lessor will in no event be in default in the performance of any of its obligations under the Lease unless and until Lessor has failed to perform the obligations within one hundred eighty (180) days, or within the additional time as is reasonably required to correct any default, after notice by Lessee to Lessor properly specifying Lessor's failure to perform any obligation.

ARTICLE 12: General Provisions

12.1 **NOTICES:** Whenever this Lease requires either Party to give notice to the other, the notice will be given in writing and delivered in person or mailed, by certified or registered mail, return receipt requested, to the Party at the address set forth below, or the other address designated by like written notice

If to Lessor:	City of Salida, Colorado The Touber Building 448 E. First Street, Suite 112 Salida, Colorado 81201 Attention: City Administrator
With a copy to:	Wilson Williams LLP 1314 Main Street, Suite 101 Louisville, CO 80027 Attn: Nina P. Williams, Esq.
If to Lessee:	[_____] c/o Artspace Projects, Inc. 250 Third Avenue North, Suite 400 Minneapolis, Minnesota 55401 Attention: President/COO/Sr. VP Properties
With a copy to:	Cannon Heyman & Weiss, LLP 726 Exchange Street, Suite 500 Buffalo, New York 14210 Attention: Steven J. Weiss, Esq.

With a copy to: []
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 []
 []
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With a copy to: []
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 []

All notices, demands and requests will be effective upon being deposited in the United States Mail or, in the case of personal delivery, upon actual receipt.

12.2 *RIGHTS OF LENDERS:* Lessor shall concurrently with the giving of any notice of Event of Default under the Lease, provide a duplicate copy thereof to any Lender of which Lessor has been notified (the “Lenders”).

(a) If Lessor shall give any notice, demand, election, or other communication (other than rent and other periodic billing notices), including without limitation a notice of an Event of Default (as defined in Article 11) hereunder (hereinafter collectively “Notices”), to Lessee hereunder, Lessor shall simultaneously give a copy of each such Notice to Lender at the address theretofore designated by it. Such copies of Notices shall be sent by Lessor and deemed received as described in Section 12.1 above. No Notice given by Lessor to Lessee shall be binding upon or affect a Lender unless a copy of said Notice shall be given to such Lender pursuant to this Section. In the case of an assignment of any Lender’s mortgage or change in address of any Lender, said assignee or Lender, by written notice to Lessor, may change the address to which such copies of Notices are to be sent. Lessor shall not be bound to recognize any assignment of any mortgage unless and until Lessor shall be given written notice thereof, a copy of the executed assignment, and the name and address of the assignee. Thereafter, such assignee shall be deemed to be the Lender hereunder with respect to such mortgage being assigned.

(b) In the event of any default by Lessee under the provisions of this Lease, any Lender will have the same periods as are given Lessee for remedying such default or causing it to be remedied, plus, in each case, an additional period of (i) with respect to any monetary default, thirty (30) days after the expiration of the initial period or after Lessor has served a notice or a copy of a notice of such default upon the Lender, whichever is later and (ii) with respect to any non-monetary default, (A) ninety (90) days after the date such default is required to be cured by Lessee under the terms of this Lease, and (B) ninety (90) days after the date Lender is given notice of Lessee’s default, whichever is later; provided that no such Lender shall be obligated to cure any default hereunder. Any Lender’s failure to exercise its cure right under this subparagraph does not waive such Lender’s right to a new lease under subparagraph (e) below.

(c) In the event that Lessee shall default under any of the provisions of this Lease, any Lender, without prejudice to its rights against Lessee, shall have the right to cure such default within the applicable grace periods provided for in the preceding Subsection 12.2(b),

above, whether the same consists of the failure to pay rent or the failure to perform any other matter or thing that Lessee is hereby required to do or perform, and Lessor shall accept such performance on the part of such Lender as though the same had been done or performed by Lessee. For such purpose, Lessor and Lessee hereby authorize such Lender to enter upon the Leased Premises and to exercise any of its rights and powers under this Lease and subject to the provisions of this Lease.

(d) In the event of any default by Lessee, and if prior to the expiration of the applicable grace period specified in Subsection 12.2(b), above, a Lender shall give Lessor written notice that it intends to undertake the curing of such default, or to cause the same to be cured, or to exercise its rights to acquire the leasehold interest of Lessee by foreclosure or otherwise, and shall immediately commence and then proceed with all due diligence to do so, whether by performance on behalf of Lessee of its obligations under this Lease, or by entry on the Leased Premises and/or the improvements by foreclosure or otherwise, then Lessor will not terminate or take any action to effect a termination of the Lease or re-enter, take possession of or relet the Leased Premises or the improvements or similarly enforce performance of this Lease in a mode provided by law so long as such Lender is with all due diligence and in good faith engaged in the curing of such default, or effecting such foreclosure; provided, however, that the Lender shall not be required to continue such possession or continue such foreclosure proceedings if such default shall be cured.

(e) If this Lease is terminated for any reason or if this Lease is rejected or disaffirmed by Lessee pursuant to any bankruptcy, insolvency or other law affecting creditor's rights, Lessor shall give prompt notice thereof to each Lender which has an unsatisfied mortgage at the time in question (which notice shall set forth in reasonable detail a description of all outstanding defaults) and shall, upon written request of any such Lender (or if more than one Lender makes such request, the Lender whose mortgage has the most senior lien), made any time within thirty (30) days after the giving of such notice by Lessor, shall promptly execute and deliver to such Lender or its designee a new lease of the Premises. Such new lease shall be for a term equal to the remainder of the Term before giving effect to such termination and shall contain the same covenants, agreements, terms, provisions and limitations as this Lease, and shall be subject only to the encumbrances and other matters recited in this Lease and acts done or suffered by Lessee. The new lease shall continue to maintain the same priority as this Lease with regard to any fee mortgage or any lien, charge or encumbrance upon this Lease. Lessor's agreement to enter into a new lease with any Lender shall be unaffected by the rejection of this Lease in any bankruptcy or insolvency proceeding by either Lessor or Lessee. Upon the execution and delivery of such new lease, the new Lessee, in its own name or in the name of Lessor, may take all appropriate steps as shall be necessary to remove Lessee from the Leased Premises and the improvements, but Lessor shall not be subject to any liability for the payments of fees, including reasonable attorneys' fees, costs or expenses in connection with such removal; and such new tenant shall pay all such fees, including attorneys' fees, costs and expenses or, on demand make reimbursements therefor to Lessor.

(f) In the event a default under a mortgage (such term defined as any note, loan, or loan agreement, together with any related mortgage, or other lien upon this Lease and the estate created thereby, as may be incurred from time to time by Lessee) shall have occurred, such Lender

may exercise with respect to the Leased Premises and the improvements any right, power or remedy under such mortgage.

(g) In the case of an Event of Default which is not susceptible to being cured by the Lender (for example, the insolvency of Lessee), Lender may, without Lessor's consent, institute foreclosure proceedings and, if so instituted, shall diligently prosecute the same to completion (unless in the meantime it shall acquire Lessee's estate hereunder, either in its own name or through a designee or nominee, by assignment in lieu of foreclosure) and, upon such completion of foreclosure or acquisition, such Event of Default shall be deemed to have been cured.

(h) Foreclosure of any mortgage, or any sale thereunder, whether by judicial proceedings or by virtue of any power contained in the mortgage, or any conveyance of the leasehold estate hereunder from Lessee to any Lender or its designee or nominee through, or in lieu of, foreclosure or other appropriate proceedings in the nature thereof, shall not require the consent of Lessor nor shall they constitute a breach of any provision of or a default under this Lease if Lessor was first given notice of the Event of Default under a mortgage and an opportunity to cure. Upon such foreclosure, sale, or conveyance Lessor shall recognize the Lender or such designee as the Lessee hereunder. If any Lender or other third party shall acquire Lessee's estate as a result of a judicial or nonjudicial foreclosure under any mortgage, or by means of a deed in lieu of foreclosure, or through settlement of or arising out of any pending or contemplated foreclosure action, such Lender or such other third party purchaser shall thereafter have the right to further assign or transfer Lessee's estate to an assignee upon such assignee's execution of a written agreement with the Lessor that the Land will continue to be used for the Project in accordance with the terms of this Lease. Upon such acquisition of Lessee's estate as described in the preceding sentence by a Lender or its designee or nominee, Lessor shall promptly execute an assignment of this Lease to such Lender, upon the written request therefor by such Lender or its designee or nominee given not later than one hundred twenty (120) days after such Party's acquisition of the Lessee's estate if such Lender or its designee or nominee has entered into a written agreement with the Lessor that the Land will continue to be used for the Project in accordance with the terms of this Lease. Such new ground lease shall be substantially similar in form and content to the provisions of this Lease, except with respect to the Parties thereto, the term thereof (which shall be co-extensive with the remaining Term hereof), and the elimination of any requirements which have been fulfilled by Lessee prior thereto, and such new ground lease shall have priority equal to the priority of this Lease. Upon execution and delivery of such new ground lease, Lessor shall cooperate with the new Lessee, at the sole expense of said new Lessee, in taking such action as may be necessary to cancel and discharge this Lease and to remove Lessee named herein from the Land.

(i) The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, shall not work a merger and shall, at the option of Lessor, operate as an assignment to Lessor of any or all subleases of subtenants. Lessor agrees that neither the surrender, cancellation, expiration, or termination of this Lease, nor Lessor's acquisition of Lessee's estate by any means contemplated hereunder, shall, either by the election of Lessor or by operation of law, work as a merger of Lessor's estate and Lessee's estate unless and until all indebtedness under any mortgage has been repaid pursuant to the terms thereof. The lien of such mortgage shall remain unaffected and in full force and effect upon and following the occurrence of any of the

events described in the preceding sentence, and Lessor shall be subject to, and bound by, the provisions of such mortgage as the successor tenant hereunder following the occurrence of any of such events.

(j) No surrender (except a surrender upon the expiration of the Term or upon termination by Lessor pursuant and subject to the provisions of this Lease) by Lessee to Lessor of this Lease, or of the Leased Premises, or any part thereof, or of any interest therein, and no termination of this Lease by Lessee shall be valid or effective, and neither this Lease nor any of the terms of this Lease may be amended, modified, changed or canceled and no consents of Lessee under this Lease shall be valid or effective without the prior written consent of any Lender who shall have previously given Lessor written notice of the existence of its mortgage. Lessor and Lessee hereby agree to cooperate in including in this Lease by suitable amendment from time to time any provision which may reasonably be requested by any proposed Lender for the purpose of implementing the Lender protection provisions contained in this Lease and allowing such Lender reasonable means to protect or preserve the lien of its mortgage, as well as such other documents containing terms and provisions customarily required by the Lender (taking into account the customary requirements of their participants, syndication partners, or ratings agencies) in connection with any such financing. Lessor and Lessee each agree to execute and deliver (and to acknowledge, if necessary, for recording purposes) any agreement reasonably necessary to effectuate any such amendment as well as such other documents containing terms and provisions customarily required by lenders in connection with any such financing, provided, however, that any such amendment shall not in any way affect the Term or Ground Lease Fee under this Lease or otherwise in any material respect adversely affect any rights of Lessor under this Lease.

(k) Lessor consents to a provision in mortgages or otherwise for an assignment of rents from subleases of the Leased Premises to the holder of any such mortgage, effective upon any default under such mortgage.

(l) If at any time there shall be more than one mortgage constituting a lien on this Lease and the estate created by this Lease and Lessee's interest in the improvements, and the holder of the mortgage prior in lien to any other mortgage shall fail or refuse to exercise the rights set forth in this Article 12.2, each holder of a mortgage in the order of the priority of their respective liens shall have the right to exercise such rights and provided further, however, that with respect to the right of the holder of a mortgage under Section 12.2(e), above, to request a new lease, such right may, notwithstanding the limitation of time set forth in Section 12.2(e), be exercised by the holder of any junior mortgage, in the event the holder of prior mortgage shall not have exercised such right, more than sixty (60) days but not more than seventy-five (75) days after the giving of notice by Lessor of termination of this Lease as provided in that Section.

(m) Lenders shall not be liable to Lessor unless they expressly assumed such liability in writing. In the event a Lender or its designees becomes lessee under this Lease, Lenders or their designees shall not be personally liable for the obligations of Lessee under this Lease that do not accrue during the period of time that the Lenders or such designees, as the case may be, remains actual lessee under this Lease. In no event shall Lenders or their successors be: (i) liable for any condition of the Leased Premises which existed prior to the date of its acquisition of Lessee's interest in the Leased Premises, or for any damage caused by such pre-existing condition, or for the correction thereof or the compliance with any law related thereto; (ii) bound by any

amendment of this Lease made without the prior written consent of Lenders (for which no such amendment is allowed); or (iii) liable for any act or omission of any prior lessee of any portion of the Leased Premises (including Lessee). Any agreement of Lessee to indemnify Lessor under this Lease shall apply to Lenders only to the extent of any actual damage suffered by Lessor as a result of Lenders' failure to perform any obligation of Lessee under this Lease after the date it acquired Lessee's interest in the Leased Premises, and before the date they assign this Lease to any third party as provided herein. Lenders, or their designees or successors, also shall be entitled to any protections from liability afforded to Lessee hereunder.

(n) Lessor may enter into Lease amendments reasonably requested by a prospective Lender, as long as such requests do not change the rent to be received by the Lessor and do not materially or adversely affect the Lessor's rights or interests in the Leased Premises or the Lessee's obligations to develop the Project.

(o) In the event any Lender or its designee or nominee becomes the Lessee under this Lease or under any new lease obtained pursuant to the terms herein, the Lender or its designee or nominee shall, with the exception of liens against the Land that are superior to all Lender's interests, be personally liable for the obligations of Lessee under this Lease or a new lease only for the period of time that the Lender or its designee or nominee remains the actual beneficial holder of the Lessee's estate, and only to the extent provided in this Lease or such new lease, but, with the exception of liens against the Land that are superior to all Lender's interests, a Lender shall not have any personal liability for the obligations of Lessee first arising prior to the date such Lender, or its designee or nominee, succeeded to the interests of the Lessee under this Lease or pursuant to a new lease. No Lender shall have any personal liability beyond its interest in the improvements for the performance or payment of any covenant, liability, warranty, or obligation hereunder or under any new lease, new agreement, or other agreement entered into in connection herewith, and the Lessor agrees that it shall look solely to the interests of such Lender in the improvements for payment or discharge of any such covenant, liability, warranty, or obligation.

(p) Lessor shall not cancel or agree to the termination or surrender of any existing subleases nor enter into any new subleases hereunder without the prior written consent of the Lender.

12.3 **NO BROKERAGE:** Lessee warrants that it has not dealt with any broker in connection with the consummation of this Lease, and in the event any claim is made against Lessor relative to dealings with brokers, Lessee will defend the claim against Lessor with counsel of Lessee's selection, reasonably acceptable to Lessor, and save harmless and indemnify Lessor on account of loss, cost or damage which may arise by reason of any such claim. Lessor warrants that it has not dealt with any broker in connection with the consummation of this Lease, and in the event any claim is made against Lessee relative to dealings with brokers, Lessor will defend the claim against Lessee with counsel of Lessor's selection, reasonably acceptable to Lessee, and save harmless and indemnify Lessee on account of loss, cost or damage which may arise by reason of any such claim.

12.4 **RECORDING.** At the request of either Lessor or Lessee, a memorandum of lease shall be executed by Lessor and Lessee and recorded in the Office of the County Recorder of Ouray County, State of Colorado. In no event shall this Lease be recorded.

12.5 **SEVERABILITY AND DURATION:** If any part of this Lease is declared unenforceable or invalid, the applicable provision shall be deemed removed from this Lease and will not affect the validity of any other part of this Lease or give rise to any cause of action of Lessee or Lessor against the other, and the remainder of this Lease will be valid and enforced to the fullest extent permitted by law. It is the intention of the Parties that all rights under this Lease will continue in effect for the full term of this Lease and any renewal thereof, and the rights will be considered to be coupled with an interest.

12.6 **WAIVER:** The waiver by Lessor at any given time of any term or condition of this Lease, or the failure of Lessor to take action with respect to any breach of any the term or condition, will not be deemed to be a waiver of the term or condition with regard to any subsequent breach of the term or condition, or of any other term or condition of the Lease. Lessor may grant waivers in the terms of this Lease, but the waivers must be in writing and signed by Lessor before being effective.

The subsequent acceptance of Ground Lease Fee payments by Lessor will not be deemed to be a waiver of any preceding breach by Lessee of any term or condition of this Lease, other than the failure of the Lessee to pay the particular Ground Lease Fee so accepted, regardless of Lessor's knowledge of the preceding breach at the time of acceptance of the Ground Lease Fee payment.

12.7 **LESSOR'S RIGHT TO PROSECUTE OR DEFEND:** Lessor will have the right, but will be under no obligation, to prosecute or defend, in its own or the Lessee's name, any actions or proceedings appropriate to the protection of its title to, and Lessee's interest in, the Leased Premises. Whenever requested by Lessor, Lessee will give Lessor all reasonable aid in any the action or proceeding.

12.8 **CONSTRUCTION:** Whenever in this Lease a pronoun is used it will be construed to represent either the singular or the plural, masculine or feminine, as the case will demand.

12.9 **CAPTIONS:** The captions appearing in this Lease are for convenience only, and are not a part of this Lease and do not in any way limit or amplify the terms or conditions of this Lease.

12.10 **PARTIES BOUND:** This Lease sets forth the entire agreement between Lessor and Lessee with respect to the leasing of the Leased Premises. It is binding upon and inures to the benefit of these Parties and, in accordance with the provisions of this Lease, their respective successors in interest. This Lease may be altered or amended only by written notice executed by Lessor and Lessee or their legal representatives or, in accordance with the provisions of this Lease, their successors in interest.

12.11 **GOVERNING LAW:** This Lease will be interpreted in accordance with and governed by the laws of the State of Colorado. The language in all parts of this Lease will be, in all cases, construed according to its fair meaning and not strictly for or against Lessor or Lessee.

12.12 **ESTOPPEL CERTIFICATES:** Lessor agrees within fifteen (15) business days following a request by Lessee or Lender to execute and deliver an Estoppel Certificate to whichever of them has requested the same if the provisions of the Estoppel Certificate as set forth in the next sentence are true and correct. The term “Estoppel Certificate” shall mean an estoppel certificate, certifying (a) that this Lease is unmodified and in full force and effect, or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect and the date to which the Ground Lease Fee and other charges are paid in advance, if any, (b) that there are no uncured Events of Default on the part of Lessor and Lessee hereunder, or if there exist any uncured Events of Default on the part of Lessor and/or Lessee hereunder stating the nature of such uncured defaults on the part of Lessor and/or Lessee, (c) that no Ground Lease Fee is delinquent or has been paid in advance, and (d) the correctness of such other information respecting the status of this Lease as may be reasonably required by the Party hereto requesting execution of such Estoppel Certificate. Unless the Lessor has notified the requesting Party that one or more provisions in the proposed Estoppel Certificate are not true and correct, its failure to so execute and deliver an Estoppel Certificate within fifteen (15) business days following written request as required above, shall be conclusive upon such Party that as of the date of said request for the same (x) that this Lease is in full force and effect, without modification except as may be represented by the Party hereto requesting execution of such Estoppel Certificate, (y) that there are no uncured Events of Default in Lessor’s or Lessee’s obligations under this Lease except as may be represented by the Party hereto requesting execution of such Estoppel Certificate, and (z) that no Ground Lease Fee is delinquent or has been paid in advance except as may be represented by the Party hereto requesting execution of such Estoppel Certificate.

12.13 **HAZARDOUS SUBSTANCES.:** Except for customary materials necessary for construction, operation, cleaning and maintenance of the Leased Premises, Lessee shall not cause or permit any Hazardous Substance to be brought upon, generated at, stored or kept or used in or about the Leased Premises without prior written notice to the Lessor and all Hazardous Substances, including, customary materials necessary for construction, operation, cleaning and maintenance of the Leased Premises, will be used, kept and stored in a manner that complies with all laws regulating any such Hazardous Substance so brought upon or used or kept in or about the Leased Premises.

12.14 **NO WAIVER OF GOVERNMENTAL IMMUNITY.** No provision of this Lease shall act or be deemed to be a waiver by the Lessor of the Colorado governmental Immunity Act, CRS 24-10-101, et seq.

12.15 **AUTHORITY OF LESSOR.** As a material inducement to cause Lessee to enter into this Lease, Lessor represents and warrants to Lessee that:

(a) as of the date hereof, the Leased Premises is vacant land not being used for a governmental purpose;

(b) pursuant to the provisions of Section 31-15-713(1)(c), Colorado Revised Statutes, the Lessor has authorized this Lease pursuant to an Ordinance number [] of the City of Salida, Chafee County, Colorado, attached hereto as **Exhibit 2**;

(c) this Lease does not require electoral approval pursuant to the provisions of Section 31-15-713, Colorado Revised Statutes; and

(d) the Lessor has full right, power and authority to execute, deliver and perform this Lease without obtaining any consents or approvals from, or the taking of any other actions with respect to, any third parties, and this Lease when fully executed will constitute a valid and binding agreement of the Lessor, enforceable against the Lessor according to its terms.

[Remainder of page intentionally left blank. Signature page to follow.]

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

LESSEE:

[_____]

By: [_____]
 its [_____]

By: _____
 Name: _____
 Title: _____

LESSOR:

CITY OF SALIDA, COLORADO

By: _____
 Name: Dan Shore
 Title: Mayor

EXHIBIT 1

Description of Property

102 D Street: Lots 1 and 2 and Southeasterly 20 feet of Lot 3 of Block 23 of Sacketts Addition, City of Salida, plat recorded at Reception No. 444196 of the Chaffee County Recorder Office

233 E. First Street: Northwesterly 5 feet of Lot 3; all of Lots 4 and 5; and Southeasterly 7.5 feet of Lot 6 of Block 23 of the Sacketts Addition, City of Salida, plat recorded at Reception No. 444196 of the Chaffee County Recorder Office

EXHIBIT 2

Authorizing Ordinance



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
City Clerk	Erin Kelley - City Clerk	December 19, 2023

ITEM

Resolution 2023-55 a Resolution of the City Council for the City of Salida, Colorado Adopting and Approving the 2024 Fee Schedules.

BACKGROUND

Our City, including the City Clerk's office and its various departments, relies upon fees to provide many services to its customer and citizens. The Salida Municipal Code authorizes the operations of the City and provides for the establishment and amendment of fees for various City services. Occasionally new services are offered and additional regulations are implemented which also require the addition or amendment of fees charged by the City.

The City Clerk's office wants to ensure that all fee schedules, relating all department within the City, can be updated and streamlined within the amended 2024 Schedule of Fees. All department heads and relevant staff have contributed towards their respective schedules, which can be found in Exhibit A, following the Resolution in the packet. We believe this is an important step for ease of use and transparency for all of the City's citizens and customers.

Council should note that there are changes to fees for many of the departments to reflect the increasing costs of providing services to the community.

STAFF RECOMMENDATION

Staff recommends approving the Resolution, adopting and approving the 2024 Fee Schedule.

SUGGESTED MOTION

Councilperson should "move to approve Resolution 2023-55 a Resolution of the City Council for the City of Salida, Colorado Adopting and Approving the 2024 Fee Schedules", followed by a second.

RESOLUTION NO. 55
(Series 2023)

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO
ADOPTING AND APPROVING THE 2024 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; and,

WHEREAS, the City Council wishes to adopt the fee schedules attached hereto as Exhibit A as the official fee schedules for the operations of the City of Salida; and,

WHEREAS, the 2024 Fee Schedules is attached hereto and incorporated herein as Exhibit A.

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

1. The Salida City Council incorporates the foregoing recitals as its conclusions, facts, determinations and findings.
2. This resolution and accompanying Fee Schedules is intended to supersede all previous fee schedules adopted by the City Council.
3. Effective upon approval, the City hereby adopts the amended 2024 Fee Schedule (attached hereto as Exhibit A).

RESOLVED, APPROVED, AND ADOPTED this 19th day of December, 2023.

CITY OF SALIDA

By: _____
Dan Shore, Mayor

[SEAL]

ATTEST: _____
City Clerk/Deputy City Clerk

Exhibit A
2024 Fee Schedules



2024 Fees and Charges – Fire Department

TYPE OF SERVICE / FEE	FEE
-----------------------	-----

Commercial Business and Multi-Residential Plan Reviews:

Certificate of Occupancy Inspection (Final) included in fee schedule.

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

Site Plans: \$125

2nd Review of above plans: No charge

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

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

Business Inspections:

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

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

City Permitted Vendor/Food Truck Inspections \$25

Additional User Fees:

Fire works:
Retail Sales: \$125

Fireworks Displays Safety Inspection:	\$125
Fire Reports (Copies):	
Homeowner:	No charge
Commercial	No charge
Insurance Company:	\$25
Fire Investigation Reports: (Copies)	\$25+ any additional expenses
False Alarm Fees (within one calendar year)	
6 th -10 th occurrence	\$50
11 th -15 th occurrence	\$100
Over 16 th occurrence	Discretionary



RECORDS FEE SCHEDULE

2024

Police Reports: \$5 for the first 5 pages \$0.25 each additional page

Traffic Accident: \$7.50

Copy of Citation: \$5

CD's: \$5

Jump Drive: \$10

Research Fee: \$30/hour after first hour

Video:(i.e., Body Worn Cameras, surveillance videos) \$33.50/ hour

Email: original price of report

Fax: \$2.00 for 15 pages

Postage or Shipping: Actual Cost

Exemption: A “victim of a crime” is an applicant requesting a copy of a report in which they are listed as a victim. That report is provided to the applicant at no charge.

Please note: Accidents do not have “victims of crime”; therefore, all involved parties must pay for copies when requested.

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

STATUTE	CHARGE	Code	FINE	CC+VA	PTS
IMPROPER/RECKLESS/CARELESS DRIVING AND ACTIONS					
MTC 710	Drove Vehicle Upon Sidewalk	166	\$75	\$30 +\$5	3
MTC 711	Drove Vehicle Improperly on Mountain Highway	146	\$75	\$30+\$5	3
MTC 1008	Following Too Closely	142	\$100	\$30 +\$5	4
MTC 1008	Unlawful Following By Vehicle Drawing another v	165	\$100	\$30+\$5	4
MTC 1401	Reckless Driving	140	SUMMONS		8
MTC 1402	Careless Driving	141	\$110	\$30+\$5	4
MTC 1402	Careless Driving Caused Bodily Injury	139	SUMMONS		4
MTC 1404	Drove Vehicle Over Fire Hose	150	\$25	\$30+\$5	0
MTC 1413	Eluding or attempting to elude a police officer	O11	SUMMONS		12
MTC 1211	Limitations on Backing	153	\$50	\$30+\$5	2
INTERFERENCE					
MTC 107	Disregarded (Lawful Order/ Direction of Police Officer Directing Traffic	900	SUMMONS		3
LANE USAGE					
MTC 1007	Changed Lanes When Unsafe	221	\$75	\$30+\$5	3
MTC 1007	Failed to Drive in a Single Lane	223	\$75	\$30 +\$5	3
MTC 1007	Failed to Drive in Designated Lane	225	\$75	\$30+\$5	3
LIGHTS & REFLECTORS					
MTC 204	Failed to Display Lamps When Required	611	\$50	\$30+\$5	2
MTC 202	Operated Vehicle With Defective/Missing Head Lam	609	\$25	\$30 +\$5	1
MTC 205	Motor Vehicle Not Equipped with Head Lamps as Required	613	\$25	\$30+\$5	0
MTC 205	Motorcycle Not Equipped W/Head Lamps Required	614	\$25	\$30 +\$5	0
MTC 206	Vehicle not Equipped W/Tail Lamps As Required	615	\$25	\$30+\$5	0
MTC 206	Vehicle had (No/Defective) License Plate lamps	619	\$25	\$30 +\$5	0
MTC 208	Vehicle had (No/Defective) Stop Lights	623	\$25	\$30+\$5	0
MTC 217	Failed to Dim Lights When Approaching an Oncoming Vehicle	632	\$50	\$30 +\$5	2
MTC 217	Failed to Dim Lights When Following Another Vehicle	632	\$50	\$30+\$5	2
MTC 219	Displayed more than 4 Lamps When Prohibited	635	\$25	\$30 +\$5	0
MTC 231	Drove on Highway with Park Light When Headlights Required	642	\$25	\$30+\$5	0
MTC 205.5	Lamps on motor vehicles - additional requirements.	613	\$25	\$30 +\$5	0
MTC 211	Lamps on farm equipment & other vehicles and e	543	\$25	\$30+\$5	0
MTC 212	Spot lamps and auxiliary lamps.	544	\$25	\$30 +\$5	0
MTC 209	Lamps or flag on projecting load	543	\$25	\$30+\$5	0
MTC 208	Vehicle had (No/Defective) Turn Signals	624	\$25	\$30+\$5	0

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

STATUTE	CHARGE	Code	FINE	CC+VA	PTS
PARKING VIOLATIONS					
MTC 210	Failed to Display Required Lights When Parked	350	\$25	\$30 +\$5	0
MTC 1202	(Stopped/Parked/Left Standing) Vehicle on Paved Portion of Highway	350	\$25	\$30+\$5	0
MTC 1203	Two Hour Parking	350	\$20		0
MTC 1206	Failed to (Lock Ignition of/Remove Key From) Parked Vehicle	350	\$25	\$30 +\$5	0
MTC 1206	Parked Vehicle Without Setting Brakes	350	\$25	\$30+\$5	0
MTC 1206	Parked Vehicle on Grade Without Turning Wheels to Side of Curb	350	\$25	\$30 +\$5	0
MTC 1207	(Opened Door/Left Door Open) Into Lane of Traffic (When Not Safe/and Interfered With Traffic	916	\$25	\$30+\$5	0
MTC 1208	Improper Use of Disabled Parking Privileges When Not Disabled	362	\$100	\$30 +\$5	0
MTC 1211	Limitations on Backing	153	\$50	\$30+\$5	2
MTC 1204	Stopping, standing, or parking prohibited in specified places				
(1) A,B,C,D,E,F,G,H,I			\$30	0	0
(2) F			\$30	0	0
(3) A			\$30	0	0
(2) A,C,D			\$30	0	0
(1) E,F,J,K			\$30	0	0
(3) B			\$30	0	0
(2) E			\$30	0	0
MTC 1204	Parking in a Fire Lane		\$50	0	0
MTC 1205	Double Parking, Parked Facing Wrong Way, Parked Over 12" From		\$30	0	0

PASSING

MTC 802	Passed Vehicle Stopped for Pedestrian in (Marked Unmarked) Crosswalk	203	\$75	\$30 +\$5	3
MTC 1002	Failed to Yield One-Half of the Roadway to Oncoming Vehicle	190	\$100	\$30+\$5	4
MTC 1003	Passed on Left in Unsafe Manner	192	\$100	\$30 +\$5	4
MTC 1007	(Attempted to Pass/Passed) on Shoulder of Right Hand Traffic Lane	222	\$100	\$30+\$5	4

PEDESTRIAN/ANIMAL RIDER VIOLATIONS

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

STATUTE	CHARGE	Code	FINE	CC+VA	PTS
RIGHT OF WAY (VEHICLE/PEDESTRIAN)					
MTC 604	Failed to Yield Right-of-Way on Right Turn After Stop at Red Light		370	\$75 \$30+\$5	3
MTC 701	Failed to Yield Right-of-Way as Required at Uncontrolled Intersection		371	\$75 \$30 +\$5	3
MTC 703	Failed to Yield at Yield Intersection		372	\$75 \$30+\$5	3
MTC 703	Failed to Yield Right-of-Way When Proceeding From Stop Sign		373	\$75 \$30 +\$5	3
RIGHT OF WAY (VEHICLE/PEDESTRIAN) (Cont...)					
MTC 704	Failed to Yield Right-of-Way Upon Entering Highway (Use when vehicle enters from any place other than a Roadway)		374	\$75 \$30+\$5	3
MTC 705	Failed to Yield Right-of-Way to Emergency Vehicle		375	\$100 \$30 +\$5	4
MTC 705	Failed to Yield Right of Way to a Stationary Emergency Vehicle		141	\$100 \$30+\$5	4
MTC 710	Failed to Yield Right-of-Way to Pedestrian Upon Entering (Alley/Driveway/Building)		378	\$100 \$30 +\$5	4
MTC 712	Failed to Yield Right-of-Way to Authorized (Vehicle/Pedestrian) in Highway Work Area		382	\$75 \$30+\$5	3
MTC 712	Failed to Yield Right-of-Way to Authorized Service Vehicle Displaying Flashing Yellow Light		382	\$75 \$30 +\$5	3
MTC 802	Failed to Yield Right-of-Way to Pedestrian in Crosswalk		376	\$100 \$30+\$5	4
MTC 802	Failed to Yield Right-of-Way to Pedestrian at Steady Walk Signal		377	\$100 \$30 +\$5	4
MTC 807	Driver Failed to Exercise Due Care for Pedestrian		381	\$100 \$30+\$5	4
MTC 808	Driver Failed to Yield Right-of-Way to Disabled Person		380	Summons	6
MTC 710	Emerging from or entering alley, driveway, or bui		166	\$75 \$30+\$5	3
SAFETY BELT/RESTRAINT					
MTC 236	Failed to (Provide/Properly Use) Rear Facing Child Restraint System (Less than 1 Year Old and Less Than 20 Lbs) (Primary)		574	\$50 \$30+\$5	0
MTC 236	Failed to (Provide/Properly Use) Forward Facing Child Restraint System (1 - 3 Years of Age/ More Than 20 lbs but Less Than 40 lbs) (Primary)		574	\$50 \$30 +\$5	0
MTC 236(2)(b)(I)	Failed to (Provide/Properly Use) An Approved Child Restraint System (4-5 Years of Age Less Than 55 Inches Tall) (Secondary Offense)		574	\$50 \$30+\$5	0
MTC 236	Failed to (Provide/Properly Use) Seatbelt (6-17Years of Age or More than 55" Tall) (Primary)		574	\$50 \$30 +\$5	0
MTC 237	Drove Vehicle When Safety Belt Not in Use		575	\$50 \$30+\$5	0
MTC 237	Drove Vehicle When Front Seat Passenger Not Secured By Safety Belt		960	\$50 \$30 +\$5	0
MTC 1405	Riding in trailers		156	\$50 \$30+\$5	0

STATUTE	CHARGE	Code	FINE	CC+VA	PTS
SCHOOL BUS					
MTC 1903	Failed to Stop for Stopped School Bus Displaying		420	Summons	6
MTC 1903	Flashing Red Lights		422	Summons	2
	School Bus Driver Failed to Actuate Visual Signals as Required				
MTC 1903			421	Summons	3
SIGNALING					
MTC 903	(Failed to Signal as Required/Gave Improper Sign for Turn/Stop/Sudden Decrease in Speed		433	\$50 \$30+\$5	2
MTC 903	Improper Use of Flashing Turn Signal	433	\$50	\$30 +\$5	2
MTC 608	Failed to Use Turn Signals		433	\$50 \$30+\$5	2
MTC 609	Method of giving hand and arm signals	433	\$50	\$30 +\$5	2
SPEEDING					
MTC 1101	Speeding (1-4 MPH Over Limit)	O20	\$50	\$30+\$5	0
MTC 1101	Speeding (5-9 MPH Over Limit)	OO4	\$70	\$30+\$5	1
MTC 1101	Speeding (10-19 MPH Over Limit)	OO5	\$120	\$30+\$5	4
MTC 1101	Speeding (20-24 MPH Over Limit)	OO6	\$150	\$30+\$5	6
MTC 1101	Speeding (25-39 MPH Over Limit)	OO6	Summons		6
MTC 1101	Speeding (40 MPH Over Limit)	O16	Summons		12
MTC 1101	Exceeded Safe Speeds for Conditions Indicate Actual speed/Safe Speed	OO7	\$75	\$30+\$5	3
MTC 1103	Impeded Normal Flow of Traffic	OO8	\$75	\$30+\$5	3
MTC 1105	Engaged in Exhibition of Speed	O17	Summons		5
SPILLING LOADS – DAMAGING HIGHWAY					
MTC 512	Damaged (Highway/Highway Structure)		495	\$25 \$30+\$5	0
MTC 1406	(Left/Deposited/Threw) Foreign Matter on Highway	490	\$25	\$30 +\$5	0
MTC 1406	(Left/Deposited/Threw) Burning Material from a Motor Vehicle		491	Summons	0
MTC 1406	Failed to Remove (Lighted/Burning) Matter (Left/Deposited Thrown) on Highway	491	\$25	\$30 +\$5	0
MTC 1407	Spilled Load on Highway/Failed to Cover Load No Flaps When Required		494	\$25 \$30+\$5	0
TRAFFIC CONTROLS					
MTC 106	Disobeyed Sign Closing Highway for (Construction/Event)		999	\$25 \$30+\$5	0
MTC 603	(Failed to Observe/Disregarded) Traffic Control Devi	300	\$100	\$30 +\$5	4
MTC 604	Failed to Obey Traffic Control Signal		304	\$100 \$30+\$5	4
MTC 604	Failed to Stop for Traffic Control Signal at Place Required	305	\$100	\$30 +\$5	4
MTC 606	Displayed Unauthorized (Sign/ Signal/Marking/De		311	\$25 \$30+\$5	0

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

TRAFFIC CONTROLS (Cont...)

MTC 612	Failed to Proceed (With Caution/as Required) at Inoperative or Malfunctioning Control Signal	320	\$100	\$30+\$5	4
MTC 703	(Disregarded/Failed to Stop as Required at) Stop Sign at Through Highway	319	\$100	\$30 +\$5	4
MTC 712	Disregarded (Instructions/Signals) of Authorized Person in Highway Work Area	914	\$75	\$30+\$5	3
MTC 605	Flashing signals	310	\$100	\$30 +\$5	4
MTC 709	Stop when traffic obstructed	952	\$50	\$30+\$5	2

TURNS

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

WRONG WAY/WRONG SIDE

MTC 1001	Failed to Drive Vehicle (On Right Side OF Road/ In Right-hand Lane) as Required	250	\$100	\$30 +\$5	4
MTC 1006	Drove Vehicle Wrong Way on One-Way Roadway	280	\$75	\$30+\$5	3

MISCELLANEOUS

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

SCC	CHARGE	FINE	CC+VA
SALIDA CITY CODE		Fine	CC+VA
ANIMAL CONTROL			
SCC 7-5-250	Failed to Restrain and Confine Animal (At Large) 1st Offense (Within 12 Months)	\$35	\$30 +\$5
	2nd Offense (Within 12 Months)	\$50	\$30 +\$5
	3rd Offense (Within 12 Months)	\$100	\$30 +\$5
	After 3rd Offense Within 12 Months	\$300	\$30 +\$5
SCC 7-5-220	Nuisance Animal-Barking Dog 1st Offense (Within 12 Months)	\$25	\$30 +\$5
	2nd Offense (Within 12 Months)	\$50	\$30 +\$5
	3rd Offense (Within 12 Months)	\$100	\$30 +\$5
	After 3rd Offense Within 12 Months	\$300	\$30 +\$5
SCC 11-6-70	Prohibited Acts and Conditions- Dogs in parks	\$25	\$30 +\$5
Alcohol/Tobacco/Drugs Charges			
SCC 10-7-30 E	Open Container in Vehicle	\$75	\$30 +\$5
SCC 10 -7-30	Possession/Consumption of Alcoholic beverages in certain places	\$100	\$30+\$5
SCC 10-6-70	Possession of Tobacco by a Minor	\$50	\$30 +\$5
SCC 10-7-10	Illegal possession/consumption of Alcohol by an underage pers	Summons	
SCC 10-7-60	Possession of Drug Paraphernalia	Summons	
SCC 10-7-70	Possession of Cannabis	Summons	
PUBLIC DECENCY			
SCC 10 -5-140	Urinating In Public	\$75	\$30 +\$5
SCC 10-5-130	Public Nudity	\$75	\$30+\$5
SCC 10-3-90	Spitting/Littering	\$100	\$30 +\$5
Noise Violations			
SCC 10-9-50	Prohibited Noise Activities	\$50	\$30 +\$5
SCC 10-9-60		\$50	\$30 +\$5
PUBLIC PARK VIOLATIONS			
SCC 11-6-10	Interference with Private Activities	SUMMONS	
SCC 11-6-60	City Park Closure- Remaining After Dark	\$25	\$30 +\$5
SCC 11-6-50	Skating in Salida Skate Park W/O Protective Gear (Helmet and Pads)	\$50	\$30+\$5
SCC 10-3-30	Obstructing or Interfering with public way	\$50	\$30+\$5
SCC 11-6-20	Overnight Camping in Parks	\$50	\$30 +\$5
MISCELLANEOUS			
SCC 8-2-30	Riding Bicycle on Sidewalks	\$25	\$30 +\$5
SCC 8-2-40	Skateboards/Rollerblades on Sidewalks Within Prohibited Skating Limits	\$25	\$30+\$5
SCC 8-2-20	Squeal/Spin Tires- Lose Traction With Road	\$50	\$30 +\$5
SCC 8-2-50	Unnecessary Horn noise	\$25	\$30+\$5
SCC 13 3 90	Watering on Wrong Day/Time	\$25	\$30 +\$5
SCC 10-3-80	Improper Dumping of Garbage, Trash, & Dangerous Materials	\$100	\$30+\$5
SCC 10-5-50	ASSAULT	SUMMONS	
SCC 10-5-10	Disorderly Conduct	SUMMONS	
SCC 10-4-50	Theft	SUMMONS	

SCC 10-4-10	Criminal Mischief	SUMMONS	
SCC	CHARGE	FINE	CC+VA
	MISCELLANEOUS (cont....)		
SCC 11-3-10	Removal of Snow and Ice	\$25	\$30 +\$5
SCC 10-10-10	Fireworks	\$25	\$30+\$5
SCC 8-3-20	Abandoned or Inoperable Vehicles On a Public Way	\$75	\$30 +\$5
SCC 8-3-40	Unlicensed and Unregistered Vehicle on a Public Way Prohibited	\$35	\$30+\$5
SCC 8-3-40 (B)	Unlicensed and Unregistered Vehicle on a Public Way Prohibited	\$50	\$30+\$5
SCC 10-6-10	Curfew Violation	Summons	
SCC 10-11-50	Unlawful acts-Smoking in Prohibited Areas	\$25	\$30+\$5
SCC 10-5-40	Loitering	\$25	\$30 +\$5

The Department of Parks and Recreation, along with the Salida City Council and the Parks, Recreation, Open Space and Trails Advisory Board, engaged in cost recovery/subsidy and financial strategy work in 2020. Through this work, service categories and subsidy goals were established for the services that the Department offers. Where applicable, the service category is listed for the service offered in the following tables. The Department proposes a financial support policy at the end of this document to assist in setting prices for items and services that become available throughout the year or change often throughout the year (swim diapers, goggles, etc).

Amenity Use	Deposit under 50	Deposit 50 or more	Flat fee	Hourly rate**	Overnight fee	Partner reduction (501(c)3 or Gov't)
Park - Riverside, Alpine	100	200	n/a	20/hr	200	50%
Park - other	50	100	n/a	15/hr	200	50%
Chisolm Park and/or clubhouse	50	100	n/a	30/hr	n/a	50%
Pavilion- Centennial, Crestone Mesa	50	100	n/a	25/hr	n/a	50%
Athletic Field – Field 1, 2, 3 or 4 at Marvin	50	50	n/a	15/hr/field	200	50%
Court - Centennial Tennis	50	100	n/a	25/hr	n/a	n/a
Court - Alpine Basketball	50	100	n/a	50/hr	n/a	n/a
Skate Park	50	100	n/a	50/hr	n/a	n/a
Activity Bus	100	n/a	Contracted	Contracted	n/a	50%
Using public asset for personal profit	n/a	n/a	Contracted	Contracted	n/a	n/a
Parks and Recreation Services						
Special event application processing fee	n/a	n/a	100	n/a	n/a	n/a
Park water connection (each)	n/a	n/a	30/1-7 days	n/a	n/a	n/a
Park power connection (each)	n/a	n/a	30/1-7 days	n/a	n/a	n/a
Prep/Line athletic field			50-400			
Barricade delivered (1-50)	n/a	n/a	100	n/a	n/a	n/a
Barricade delivered (each additional 50)	n/a	n/a	75	n/a	n/a	n/a
Barricade picked up and returned by applicant	n/a	n/a	50	n/a	n/a	n/a
Cones picked up and returned by applicant	n/a	n/a	25	n/a	n/a	n/a
Cones delivered	n/a	n/a	100	n/a	n/a	n/a
Fencing delivered	n/a	n/a	100	n/a	n/a	n/a
Sprinkler flagging	n/a	n/a	100	n/a	n/a	n/a
Street Closure fee	n/a	n/a	100	n/a	n/a	n/a
Memorial features	n/a	n/a	200-3500	n/a	n/a	n/a

Pool access	Fee	Service category
Daily Rate - Adult 18 yrs & older	\$14	Monitored open access
Daily Rate - Youth 6yrs - 17yrs	\$7	Monitored open access
Daily Rate- Child 5yrs & under	\$4	Monitored open access
Daily Rate - Military	\$10	Monitored open access
Shower Only	\$6	Rental
Locker rentals	\$2	Rental
Discounted Rates - Adults 18yrs & older	\$10	Monitored open access
Discounted Rates - Youth 6yrs - 17yrs	\$6	Monitored open access
Discounted Rates - Child 5yrs & under	\$3	Monitored open access
Soaking pools - Adult	\$17	Rental
Soaking pools - 2 Adults	\$26	Rental
10 Visit Soaking Pool Pass	\$150	Rental
Individual Membership – 12 months	\$330	Monitored open access
Individual Membership - 6 months	\$192	Monitored open access
Individual Membership – 3 months	\$99	Monitored open access
Family Membership – 12 months	\$665	Monitored open access
Family Membership - 6 month	\$385	Monitored open access
Family Membership – 3 months	\$203	Monitored open access
Adult Access Pass	\$120	Monitored open access
Youth Access Pass	\$60	Monitored open access
Child Access Pass	\$35	Monitored open access
Aquatics fitness classes	\$8	Recreational intro skill
Dive and Jive	\$6	Special Event
Boys & Girls Club	Contracted	Special Event
Underwater Easter Egg hunt	\$12	Community Events
Floating Pumpkin Patch	\$12	Community Events
Babysitting Class	\$100	Community Ed
First Aid & CPR	\$50	Community Ed
Lifeguarding Class	\$200	Community Ed
Water Safety Instructor Class	\$200	Community Ed
Group Learn to Swim Lesson	\$71=8-45min session	Recreational intro skill
Parent and Tot Lessons	\$50=4-45min session	Recreational intro skill
Private Lessons	\$60=1-45min session	Private
SHSAC Facility Rental	\$245/hr/25 people = \$25/hr/add'l 25 people	Facility Rental
SHSAC Facility Rental by a school	Contracted	Facility Rental
Youth Swim Team	Contracted	Facility Rental
High School Swim Team	Contracted	Facility Rental

*If an event is more than a week, then the charge for water and electricity will apply for each week that the event takes place (ex: *Holiday Park*).

**There is a minimum of 2 hours for any park rental.

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

****Day rates apply between 6:00AM and 10:00PM

Financial Support & Sustainability Strategy

Background

There are limited procedures for establishing fees and charges for programs and services offered by the Parks & Recreation Department. The current fees and charges structure have been created through ad hoc methods that do not provide a clear approach to cost recovery, priority of service delivery or ensuring access to public spaces or programs. The Department consistently needs to balance the goal of setting a sustainable financial model for operating, maintaining and reinvesting their assets as well as, maintaining and ensuring continued access to current parks, recreation facilities and public programs.

Objective(s)

With multiple benefits accruing to both personal and public interests, it is appropriate for public park and recreation services to be supported by a blend of participant fees and taxpayer funding. The annual City budget determines the amount of taxpayer support that is available for park and recreation services and charging fees for participation is a way to ensure the availability of recreation services and supplementing limited taxpayer dollars.

As of 2020-2021 the City of Salida Parks and Recreation Department is shifting towards a fiscal management philosophy that is focused on a "beneficiary of service". In this conceptualization, each type of service has a set of specific characteristics that provide a rationale for who should pay (e.g., taxpayers, the individual, or both) and to what degree. Ultimately, this aligns the allocation of tax dollars, cost recovery expectations with beneficiary of service.

Policy Statement

The City of Salida Parks and Recreation Department's Financial Support and Sustainability Strategy intends to create organizational resilience by way of a logical, intentional and thoughtful guidelines for investment and spending decisions. The strategy encourages revenue generation strategies and practices that are fair, equitable, and responsible. This direction is required in order to sustain the Department and its expectation as a provider of park and recreational services, and the justifiable recovery of costs as detailed in this policy is necessary to ensure the Department's financial stability in the near and long term.

Cost Recovery

Cost recovery refers to revenues generated from fees and charges, sponsorships, donations, grants, and other alternative revenue streams in relation to the amount of money necessary to operate a service. For example, a cost recovery level of 75% simply means that for each dollar spent on a service, .75 was generated from a revenue source with the remaining .25 was covered by subsidy dollars (i.e., taxes).

City of Salida Parks and Recreation's Service Categories

The development of categories which include *like* services are important when it comes to justifiable and equitable allocation of subsidy, cost recovery levels, and assignment of budget

to account for a category's fiscal performance (e.g., a service category such as Skill-based Activities – Rec/Intro Level would include activities such as Intro to Gymnastics, Intro to Mahjong and Kayak Roll Sessions).

The benefit of this type of approach are two-fold. First, it is inefficient for the Department to determine cost recovery expectations by each individual service including facility, activity, or event. Secondly, categorizing by “type of service” or “likeness of service” discourages attempts to determine fees and charges (and therefore cost recovery decisions) based upon special interests, age-based services, or individual values.

The following Service Categories represent the Department's service menu and include Service Category definitions as well as example services:

City of Salida Service Categories

Non monitored Open Access: 0-10%

This Service Category includes open access to parks, trails, and open spaces that do not require supervision from Department staff (Examples include: playgrounds, outdoor basketball, Centennial Court tennis/pickleball, trails, parks etc.)

Community Education: 5-20%

This Service Category includes staff led classes, activities, and workshops which develop life skills, and enhance health and education, and that require pre-registration. (Examples include: Lifeguarding, WSI, CPR classes, Babysitting classes, Longfellow School swim lessons, Arthritis class, 4th grade Kayak skills)

Community Events: 10-20%

This Service Category includes events that are supported by the city and led by a local 501c3 or government agencies. These events are available to the entire community regardless of skill level, age or abilities. (Examples include: 4th of July, Thanksgiving parade, Holiday Park, Fibark Festival).

Recreational/Introductory skills: 30-50%

This Service Category includes staff led classes, activities, and workshops that offer opportunities to learn a new skill or enjoy a recreational skill, that requires pre-registration. (Examples include: Learn to Swim, Intro to bicycling, intro to Mahjong, Kayak Roll Sessions, Kayak Polo, Dodgeball League, Volleyball League, Aquatic Fitness Classes)

Monitored Open Access: 50-70%

This Service Category includes activities that the community has to pre-register, is staff supervised but is not instructed. (Examples: Open Swim, Fairgrounds Pickleball, Kayak Polo, Water Volleyball etc).

Special Events: 70-90%

This Service Category includes events that happen annually or with some regular frequency that are intended to serve a specific market. (Examples include: Fibark land races, Bike Fest, Salida

Family Dance).

Facility Rentals: 90-100% This Service Category includes parks, shelter and facility rentals providing the renter exclusive use of these spaces and places. (Examples include: picnic shelters, parks, ballfields, etc.)

Equipment rentals: 90-100%

This Service Category includes the availability of equipment rentals for use at parks, at recreation facilities, or for community-wide events. (Examples include: lockers, skateboards, ice skates, sporting equipment, cones, barricades, event fencing, etc).

Private and Semi-Private Lessons: 100-120%

This Service Category includes staff led classes and activities provided exclusively for individuals or small groups in order to acquire or enhance certain skills. (Example: Private swim lessons)

Resale: 100-200%

This Service Category includes consumable and non-consumable goods for purchase at Parks and Recreation facilities. (Examples include: swim diapers, towels, food and beverage, inflatables, swim accessories etc.)

Refund Policies:

Pass/Membership Refund Policy:

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

Hardship Termination Criteria:

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

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

Program Refund Policy for Cancelled Classes:

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

Refund prior to the Class:

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



Item 4.

Refunds after the class:

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



2024 Fees and Charges – Arts and Culture

TYPE OF SERVICE	FEE
Wedding Package - SteamPlant Wedding Package include use of Ballroom, Plaza and Bride's Room. Tables and chairs for Ballroom and Plaza are included at no charge. Eight (8) hours total. Additional hour(s) available at \$100.00/hour.	\$5495
Wedding Packages – Scout Hut at Riverside Park Wedding Package include use of Scout Hut Main Level, Riverside Deck, East Lawn, and Lower Level North and South rooms (lower levels for wedding party only). Tables and chairs are included at no charge. Eight (8) hours total. Additional hour(s) available at \$100.00/hour.	\$3845
Reception Package - SteamPlant Reception Package include use of Ballroom, Plaza and Sculpture Garden. Use of Ballroom kitchen. Tables and chairs are included at no charge. Four (4) hour event time with two (2) hour set-up and teardown time.	\$1995
Reception Package – Scout Hut at Riverside Park Reception Package include use of Scout Hut Upper Level, Riverside Deck and East Lawn. Use of Scout Hut kitchen. Tables and chairs are included at no charge. Four (4) hour event time with two (2) hour set-up and teardown time.	\$600
Room Rental Fees	
Ballroom	\$280 per hour
Theater	\$750/event or \$150 per hour with a 2-hour minimum
Riverside Annex	One room – \$50 per hour Two rooms - \$90 per hour Full Annex - \$120 per hour
Plaza	\$156 per hour
Paquette Gallery	\$125 per hour

Scout Hut	Main Floor - \$100 per hour/set up, staffed with a 2-hour minimum Main Floor - \$50 per hour/set up, staffed with a 2-hour minimum (Government/State/Local Agency & Non-profit with 501(c)(3)) Lower Level - \$50 per hour/set up, staffed with a 2-hour minimum
NOTE: Use of multiple rooms or multiple day event pricing may be determined by the Arts and Culture Director or designee on a case-by-case basis.	
Audio/Visual Amenities	
A/V System per space (projector and/or 2 wireless microphones)	\$90
Virtual Meeting Set-up (camera/speaker unit)	\$25
Concert Sound	TBD per event
Dishware/Linen Amenities (for rent on SteamPlant property only)	
Dinner Plates	\$0.61/piece
Dessert/Salad Plates	\$0.47/piece
Silverware (fork, spoon, butter/steak knife)	\$0.47/piece
Table Linens	\$16.00+/linen
Miscellaneous Amenities	
Heat Lamps	\$75/lamp
Ceremony Arbor	\$120
Marketing/Ticketing for Events	
Ticket Sales Administration Fee	\$35 per event
Online Marketing Package	\$100 per event
Color Poster Printing	\$3 or \$5 per poster depending on size.
Staffing Personnel	
Sound Technician	\$30 per hour with 3-hour minimum
Lighting Technician	\$30 per hour with 3-hour minimum
Load-in/out Crew	\$30 per hour per crew member
Security Officer(s)	Hourly rate varies
Bartender(s)	\$35 per hour with 2-hour minimum
Event Coordinator for Wedding Rehearsal	\$35 per hour



2024 Fees and Charges for Clerk's Office Licenses:

TYPE OF LICENSE	FEE
Liquor/Tobacco	
New License	\$1,000.00
New License with Concurrent Review	\$1,000.00
Transfer of Ownership	\$750.00
Application Late Renewal Fee (Not more than 90 days of license expiration date)	\$500.00
Application Reissue Fee (More than 90 days but less than 180 days of license expiration date)	\$500.00
Application Reissue Fine (More than 90 days but less than 180 days of license expiration date)	\$ 25.00/day beyond the 90 day expiration date
Annual Renewal Application Fee	\$100.00
Annual Art Gallery Fee	\$100.00
Fire Inspection Fee	\$50.00 (first inspection) \$35.00 thereafter
Tobacco	\$100
Types of Permits	
Art	\$41.25
Art Gallery Permit	\$3.75
Bed & Breakfast Permit	\$3.75
Beer & Wine	\$48.75
Brew Pub	\$75.00
Club	\$41.25
Distillery Pub	\$75.00
Hotel & Restaurant	\$75.00
Liquor-Licensed Drugstore	\$22.50
Lodging & Entertainment	\$75.00
Mini Bar Permit with Hotel Restaurant	\$48.75
Optional Premises	\$75.00
Retail Liquor Store	\$22.50
Tavern	\$75.00
Vintner's Restaurant	\$75.00
Fermented Malt Beverage On Premises	\$3.75
Fermented Malt Beverage Off Premises	\$3.75

Fermented Malt Beverage On/Off Premises	\$3.75
Special Event Permit	\$100.00
Other Charges to Existing Liquor Licenses	
Change of Location	\$750.00
Change of Trade Name/Corporate Name	N/A
Corporate/LLC Change (Per Person)	\$100.00
Campus Liquor Complex	\$30.00
Modification of Premises	N/A
Multiple Vendor and Outdoor Vendor Permit	
Multiple Vendor Event Permit	\$75.00
Additional Fee Per Participating Vendor	\$20.00
Outdoor Vending Permit – 10 Day	\$50.00
Outdoor Vending Permit – 45 Day	\$100.00
Outdoor Vending Permit – 180 Day	\$200.00
Outdoor Vending Permit – 365 Day	\$400.00
Retail Marijuana	
Annual Operating Fee	\$1,000.00
Transfer of Ownership	\$750.00
Change of Location	\$750.00
Primary Contact/Manager Registration	\$75.00
Background Check (per person)	\$100.00
Corp/LLC Changer (per person)	\$100.00
Local Fire Inspection Fee	\$50.00 (initial visit) \$35.00 thereafter
Change of Primary Contact/Manager	\$75.00
Modification of Premises	\$100.00
Change of Trade Name/Corp. Name	\$100.00
Arborist License (SMC 6-4-10)	
Arborist License	\$100.00
Penalty for Operating No License	\$100.00
Short-Term Rental Business License	
Short-term Rental Business License – New	\$1,000.00
Short-term Rental Business License – New Administrative Review	\$200.00
Short-term Rental Business License – Renewal	\$1,000.00
Penalty for Operating without a Business License	\$2,650.00/Day
Late Fee on Occupation Lodging Tax & Interest	\$50.00/quarter, .833% per month Interest
Open Records Requests	
	\$33.58/hour past the first free hour



2024 Fees and Charges for Public Works Services

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

NOTES:

- Any application may incur the cost of one or more of the above listed items.
- In the event the City must retain professional services to process or evaluate an application, the applicant shall bear the costs for the review, including engineers, consultants and attorney review time. A deposit of 2x the application fee to cover the reasonable anticipated costs for publication of notice and outside professional services shall be required from the applicant at the time of the application. Any balance of the deposit remaining after completion of the review shall be refunded. If the deposit is insufficient for the costs incurred, the Applicant shall pay the additional amounts within fifteen days (15) of invoice.
- All other fees are nonrefundable.
- Permit fees shall be increased by the greater of \$100 or double the normal fee if work is started prior to issuance of permit.
- Street cut permit requires a deposit of \$1,000/1-lane & \$1,500/2-lanes. Street cuts will not be permitted from November 15th to March 31st unless emergency repair.
- Public works municipal worker, trucks, and equipment charges apply to repairs to public property damage or other similar events.

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



**2024 Fees and Charges for
EV Charging**

Description	Fee
Charging Rate	\$0.20/KWH
Station Time Rate	\$3.00/hr after 3 hours

Fees and Charges for Water and Wastewater Services, effective January 2024

Description of Fee, Rate or Charge	Code Section	Fixed Fees					Commercial Fees (2) (3)					
		Special Charges	Residential Single Family and Duplexes (1)	Residential Multi- Family (1)	Accessory Dwelling Units	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	13-3-30 (b)											
Service charge			\$ 20.67	\$ 20.67	\$ 10.33	\$ 20.67	\$ 20.67	\$ 27.48	\$ 41.32	\$ 54.96	\$ 82.44	\$ 109.92
Water maintenance charge			\$ 7.17	\$ 7.17	\$ 3.58	\$ 7.17	\$ 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)			\$ 1.89	\$ 1.89	\$ 1.89	\$ 1.89	\$ 1.89	\$ 1.89	\$ 1.89	\$ 1.89	\$ 1.89	\$ 1.89
Tier II (over 13,333 gallons/month)			\$ 2.52	\$ 2.52	\$ 2.52	\$ 2.52	\$ 2.52	\$ 2.52	\$ 2.52	\$ 2.52	\$ 2.52	\$ 2.52
Demand fee up to 100,000 gallons							\$ 7.17	\$ 7.17	\$ 7.17	\$ 7.17	\$ 7.17	\$ 7.17
Demand fee 101,000 to 500,000 gallons							\$ 21.51	\$ 21.51	\$ 21.51	\$ 21.51	\$ 21.51	\$ 21.51
Demand fee 501,000 to 1,000,000 gallons								\$ 53.77	\$ 53.77	\$ 53.77	\$ 53.77	\$ 53.77
Demand fee over 1,000,000 gallons									\$ 71.70	\$ 71.70	\$ 71.70	\$ 71.70
Monthly Wastewater Rates and Charges for Service	13-3-30 (b)											
Service charge			\$ 27.85	\$ 27.85	\$ 13.93	\$ 27.85	\$ 28.85	\$ 40.27	\$ 60.10	\$ 90.14	\$ 114.17	\$ 141.22
Residential volume charge (based on winter water usage) (2,000 gallons usage included in residential service charge)			\$ 1.84	\$ 1.84	\$ 1.84	\$ 1.84						
Commercial volume charge (based on actual water usage)							\$ 3.41	\$ 3.41	\$ 3.41	\$ 3.41	\$ 3.41	\$ 3.41
Sewer only service charge - per equivalent living unit		\$ 44.18										
Other												
Permanent disconnection of water line	13-2-210	\$ 50.00										
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		\$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										

Notes

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

(2) Includes mixed-use developments in a single building where 50% or more of the ground floor is used for commercial, personal

(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: 12/19/2023



Fees and Charges for Development Services 2024

Item 4.

TYPE OF APPLICATION	FEE	
Administrative Review (unless specified below)	\$250.00	
Accessory Dwelling Unit (ADU)	\$200.00 to be applied toward subsequent building permit	
Insubstantial Modification PD	\$300.00	
Administrative variance	\$300.00	
Amended plat	\$300.00	
Lot line adjustment/Elimination/Duplex Conversion/Condo Plat	\$300.00	
Small Cell Facility—Eligible Facilities Request (i.e., collocated with an existing facility)	\$500.00 per application for up to five (5) facilities, plus \$100.00 for each additional facility beyond five (5)	
Small Cell Facility—Stand Alone Facilities (i.e., not a collocation)	\$1,000.00 per facility	
Short-Term Rental Application	\$200.00	
Limited Impact Review (unless specified below)	\$500.00	
Variance (reviewed by Board of Adjustment)	\$500.00	
Nonresidential or mixed-use 20,001 s.f.–50,000 s.f. gross floor area	\$500.00	
Large alteration	\$500.00	
Minor subdivision ²	\$600.00 + \$75.00 per lot	
Conditional use permit	\$600.00	
Creative Sign	\$250.00	
Major Impact Review (unless specified below)	\$1,500.00	
Multi-family, 20 or more units in project, without regard to phasing ²	\$1,500.00	
Nonresidential or mixed-use, 50,001 sq. ft. > greater gross floor area ²	\$1,500.00	
Planned development ²	\$3,000.00	
Substantial Modification PD ²	\$1,500.00	
Rezoning/Zoning ²	\$1,000.00	
Right-of-way vacation ²	\$1,000.00	
Plat vacation ²	\$1,000.00	
Major subdivision ²	\$1500.00 + \$75.00 per lot	
Other types of applications		
Building Permit (Commercial & Multi-family)	20% of Building Dept or \$100.00 Minimum	
Building Permit (Residential)	20% of Building Dept or \$50.00 Minimum	
Building Permit Plan Change (Building Footprint, Additional s.f., Change of Use)	Commercial \$100.00 / Residential \$50.00	
Sign Permit Review/Comprehensive Sign Plan Review	\$50.00 each/\$100.00 Comprehensive	
Floodplain Development Permit	\$100 (add. engineering review fees invoiced to the applicant)	
Annexation ²	\$1,500.00	
Pre-Annexation agreement ²	\$500.00	
Appeal-decision of Commission or Board or Interpretation ²	\$500.00	
License to encroach	\$150.00	
Certificate of Approval	Minor \$100.00/Major \$300.00	
Designation of a Historic Landmark, District or Site ²	\$500.00	
Developer or Business Parking Occupier Fee for Central Business Economic Overlay (CBEO)	\$5000 per space or \$750 a space per year for 10 years	
Fee in lieu of open space fees	\$5,000.00 per residential unit	
Fee in lieu of Fair Contributions to public School sites	Single-Family Detached	\$569
	Single-Family Attached	\$480
	Multi-Family Unit / ADU	\$212
Conceptual Review Application	\$100.00	
Pre-Application Meeting: Planning Staff Only	\$75.00 per hour	
Pre-Application Meeting: Multidepartment	\$150.00 per hour	
Tree Deposit	\$300.00	
Zoning Verification Letter	\$50.00	

1. Any application may incur the cost of one or more of the above-listed items.

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



Inclusionary Housing In-Lieu Fees:

Item 4.

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 lots or 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:

\$17.40 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.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	December 19, 2023

ITEM

Resolution 2023-56 – Approving a Pre-Annexation Agreement with Just off the River Inc, represented by Maggie Gallen Barnard, for the property located at 1030 Illinois Avenue.

REQUEST/BACKGROUND

The subject parcel is in Chaffee County and consists of approximately $\frac{1}{2}$ an acre which includes a single-family residence. Currently, this property is not contiguous with the municipal boundary and not eligible for annexation. The site is zoned RES (Residential Zone District) in Chaffee County and is not connected to the City's utility systems.

The owner will be removing the dilapidated house and building a new single-family residence in its place.





CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	December 19, 2023

DISCUSSION

This property is located in the Municipal Services Area. The City of Salida and Chaffee County entered into an intergovernmental agreement (IGA) in 2010 which puts in place the process for development within the Municipal Services Area (MSA). The MSA are unincorporated areas adjacent to our municipal border that could be served by our utilities. Currently, the only development plans the owner has is to remove the dilapidated house and build a single-family residence on the property.

Section 4.4 of the City and County IGA states that when a project in the Municipal Services Area and will not be immediately annexed, any development will receive joint review, and approval by Chaffee County, subject to some or all of the city development standards as agreed upon in a pre-annexation agreement.

The property owner made a request to Chaffee County to relocate the current septic system and was denied because the property is within 400 feet of the City's sewer main. Colorado State Statute requires properties to connect to municipal services if they are within 400 feet of municipal services. The sewer main is located in Treat Lane and is approximately 140 feet from the 1030 Illinois Avenue property.

The owner will be connecting to the City's wastewater system and is required to extend the sewer main the full length of the property pursuant to Salida Municipal Code Sec. 16-8-50. Additionally, a development improvement agreement (DIA) between the Owner and the City for the sewer main extension will be required. City agrees to provide Owner with municipal sewer services to the Property for residential uses at in-City rates.

The owner has requested a variance from connection to the City's water main to build a single-family residence. The water main is approximately 185 feet from the property, is cost prohibitive for a single-family residence, and is not recommended by the City Public Works Director until looping of mains can be completed with future development.

Terms of the annexation agreement are such that if this property becomes eligible for annexation, the owner agrees to file an annexation petition within 60 days.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	December 19, 2023

FISCAL NOTE

The property will not require services while in the County, other than sewer services and the applicant will pay the appropriate system development fees for the connection to municipal sewer.

STAFF RECOMMENDATION

Staff recommends the City Council approve the pre-annexation agreement with Just off the River Inc.

SUGGESTED MOTION

A council person should make the motion to "Approve Resolution No. 2023-56 approving the pre-annexation agreement with Just off the River, Inc. for 1030 Illinois Avenue."

Attachments:

Resolution 2023-56

1030 Illinois Avenue Pre-Annexation agreement

CITY OF SALIDA, COLORADO
RESOLUTION NO. 56
(Series of 2023)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO
AUTHORIZING THE MAYOR TO SIGN A PRE-ANNEXATION AGREEMENT WITH
JUST OFF THE RIVER INC (MAGGIE GALLEN BARNARD) FOR 1030 ILLINOIS
AVENUE.**

WHEREAS, Just off the River Inc, represented by Maggie Gallen Barnard, are the owners of certain real property in unincorporated Chaffee County, which property is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Property is not currently eligible for annexation but lies within the City of Salida Municipal Services Area; and

WHEREAS, the City is capable of providing municipal services to the Property, and the parties desire to enter into a Pre-Annexation Agreement pursuant to C.R.S. §31-12-121 to set forth the terms and conditions of the future extension of services by the City.

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

1. The Salida City Council incorporates the foregoing recitals as its conclusions, facts, determinations, and findings.
2. The Pre-Annexation Agreement by and between the City and Just off the River Inc, attached as Exhibit B, is hereby approved, and the Mayor is authorized to sign the Agreement on behalf of the City.

RESOLVED, APPROVED, AND ADOPTED this 19th day of December, 2023.

CITY OF SALIDA, COLOADO

By _____
Dan Shore, Mayor

[SEAL]
ATTEST:

City Clerk/Deputy Clerk

EXHIBIT A

A tract of land in the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 4, Township 49 North, Range 9 East of the New Mexico Principal Meridian N.M.P.M., being described as follows:

Commencing in the NW Corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 4; thence South 579 feet, thence East 189 feet to the point of beginning of the tract herein described;

thence East 90 feet; thence North 84 feet; thence East 243.7 feet; thence South 153 feet; thence West 333.7 feet; thence North 69 feet to the point of beginning.

EXCEPTING

A tract of land in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 4, Township 49 North, Range 9 East of the N.M.P.M., being described as follows, Commencing at the Northwest corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 4; thence South 579 feet; thence East 279 feet; thence North 84 feet and thence East 106.0 feet to the point of beginning of the tract herein described; thence continuing East 137.7 feet; thence South 153 feet; thence West 137.7 feet; thence North 153 feet to the point of beginning.

BEING MORE CORRECTLY DESCRIBED AS FOLLOWS,

A tract of land in the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 4, Township 49 North, Range 9 East of the N.M.P.M., being more particularly described as follows,

Commencing at the Northwest corner (2 1/2" aluminum capped monument) of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 4; thence South $00^{\circ}04'03''$ East along the west boundary of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ a distance of 579.0 feet; thence South $89^{\circ}47'$ East parallel with the south boundary of Tract 4 of the Lowry-Cooper Boundary Line Adjustment (Reception No. 335781) a distance of 189.0 feet to the point of beginning; thence proceeding around said tract, South $89^{\circ}47'$ East 90.0 feet; thence North $00^{\circ}04'03''$ West parallel with the said west boundary of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ a distance of 84.0 feet to the south boundary of said Tract 4 of the Lowry-Cooper Boundary Line Adjustment; thence South $89^{\circ}47'$ East along said south tract boundary 106.0 feet to the northwest corner of the Cooper Tract as shown on the filed plat of the said Lowry-Cooper Boundary Line Adjustment (Reception No. 335781); thence South $00^{\circ}23'$ West along the westerly most boundary of said Cooper Tract, 162.99 feet to an axle on the north boundary of a lane conveyed to Chaffee County in Book 286 at page 185; thence North $89^{\circ}35'21''$ West along the north boundary of said lane, 195.59 feet; thence North $00^{\circ}04'03''$ West parallel with the said west boundary of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ a distance of 78.33 feet to the point of beginning.

Also known by street address as: 1030 Illinois Avenue, Salida, CO 81201

And assessor's schedule or parcel number: 380704300009

EXHIBIT A
PRE-ANNEXATION AGREEMENT
1030 ILLINOIS AVENUE

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, by and between the CITY OF SALIDA, COLORADO, a municipal corporation (hereinafter "City"), and Just off the River Inc, represented by Maggie Gallen Barnard, as the owner of the real property described hereafter (hereinafter "Owner");

W I T N E S S E T H:

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

WHEREAS, the Property is currently not eligible for annexation and lies within the City of Salida Municipal Services Area; and

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

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

WHEREAS, "Owner" shall be defined in this Agreement to include Maggie Gallen Barnard, as well as their successors and assigns, and any subsequent owners of the Property, who shall be obligated under the covenants of this Pre-Annexation Agreement, until terminated upon Annexation of the Property.

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

1. Services to be Provided. The Owner is not connected to the City's municipal water or sewer systems. The owner desires to connect to the City's wastewater system and is required to provide engineered drawings and extend the sewer main the full length of the property pursuant to Salida Municipal Code Sec. 16-8-50. Additionally, a development improvement agreement (DIA) between the Owner and the City for the sewer main extension will be required. City agrees to provide Owner with municipal sewer services to the Property for residential uses at in-City rates.

The owner has requested a variance for connection to the City's water main to build a single-family residence. The water main is approximately 185 feet from the Property, is cost prohibitive for a single-family residence, and is not recommended by the City Public Works Department until looping of mains can be completed with future development.

2. Costs. The City will provide said service subject to the rules, regulations, charges, fees, and ordinances of the City of Salida as are now in effect, or as they may hereafter be amended. All costs of extending services to the Property shall be borne by the Owner including, but not limited to, sewer main and service line extensions within the right-of-way of Illinois Avenue for the length of the Property, approximately 330 feet, and termination of the sewer at a manhole per City standards. At or prior to the first delivery of municipal service pursuant to this Agreement, the Owner agrees to pay all system improvement fees at the then applicable in-City rate as provided in the Salida Municipal Code.

3. No Precedential Value. Nothing herein shall obligate the City to extend additional service to the Owner or to the Property, other than that service described in Paragraph 1, above. There shall be no expansion of such service without the express written consent of the City. The Owner and its agents, employees, and tenants shall be bound by all of the ordinances of the City of Salida insofar as they may pertain to the conditions of pre-annexation herein described.

4. Annexation. To the maximum extent permitted by law, the parties agree that this Agreement, pursuant to C.R.S. §31-12-121, constitutes an enforceable obligation upon the Owner, its successors, and assigns to file a petition for annexation prior to or contemporaneous with any additional development of the Property to the extent permitted by law. The Owner further agrees that at such time as the Property is eligible for annexation, Owner shall within sixty (60) days of becoming eligible for annexation file a petition for annexation of the Property.

5. New Development. Owner agrees that during the term of this Agreement all new development or construction on the Property shall be in accordance with the requirements of the Salida Municipal Code. When eligible, the Owner also agrees to annex into the City, should there be any further or future development, construction or subdivision of the Property, other than replacing the single-family residence within its current footprint, and the Owner further agrees to all applicable required Inclusionary Housing, Open Space and Fair Contributions for Public School Sites.

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

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

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

9. Failure or Refusal to Annex. In the event the Owner fails to annex their Property to the City as required by this Agreement, the City may, at its sole option and without otherwise limiting its legal rights, bring an action at law or equity, including an action for specific performance, to enforce the terms of this Agreement or treat this Agreement as a petition for annexation and annex the Property without consent after thirty (30) days' written notice to Owner.

The rights and remedies under this paragraph shall be cumulative. To the extent permitted by law, the Owner hereby appoints the City Clerk as their attorney-in-fact to execute and deliver all documents necessary to annex Owner's Property to the City, should the Owner fail or refuse to annex as required under this Agreement. If the City proceeds to annex the Owner's Property as permitted under this paragraph, it may advance all fees and costs related to the annexation, and shall be entitled to recover the same as a personal obligation of the Owner. Such fees and costs shall also constitute a lien against the Owner's Property, which may be foreclosed as provided by law.

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

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

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

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

CITY OF SALIDA, COLORADO

By _____
Dan Shore, Mayor

ATTEST:

City Clerk/Deputy City Clerk

Just off the River Inc.
Maggie Gallen Barnard

STATE OF)
) ss.
COUNTY OF)

Acknowledged, subscribed, and sworn to before me this _____ day of _____, 202__, by
Maggie Gallen Barnard, as _____ of Just off the River Inc.

WITNESS my hand and official seal.

My Commission expires: _____.

Notary Public

EXHIBIT B

A tract of land in the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 4, Township 49 North, Range 9 East of the New Mexico Principal Meridian N.M.P.M., being described as follows:

Commencing in the NW Corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 4; thence South 579 feet, thence East 189 feet to the point of beginning of the tract herein described;

thence East 90 feet; thence North 84 feet; thence East 243.7 feet; thence South 153 feet; thence West 333.7 feet; thence North 69 feet to the point of beginning.

EXCEPTING

A tract of land in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 4, Township 49 North, Range 9 East of the N.M.P.M., being described as follows, Commencing at the Northwest corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 4; thence South 579 feet; thence East 279 feet; thence North 84 feet and thence East 106.0 feet to the point of beginning of the tract herein described; thence continuing East 137.7 feet; thence South 153 feet; thence West 137.7 feet; thence North 153 feet to the point of beginning.

BEING MORE CORRECTLY DESCRIBED AS FOLLOWS,

A tract of land in the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 4, Township 49 North, Range 9 East of the N.M.P.M., being more particularly described as follows,

Commencing at the Northwest corner (2 1/2" aluminum capped monument) of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 4; thence South $00^{\circ}04'03''$ East along the west boundary of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ a distance of 579.0 feet; thence South $89^{\circ}47'$ East parallel with the south boundary of Tract 4 of the Lowry-Cooper Boundary Line Adjustment (Reception No. 335781) a distance of 189.0 feet to the point of beginning; thence proceeding around said tract, South $89^{\circ}47'$ East 90.0 feet; thence North $00^{\circ}04'03''$ West parallel with the said west boundary of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ a distance of 84.0 feet to the south boundary of said Tract 4 of the Lowry-Cooper Boundary Line Adjustment; thence South $89^{\circ}47'$ East along said south tract boundary 106.0 feet to the northwest corner of the Cooper Tract as shown on the filed plat of the said Lowry-Cooper Boundary Line Adjustment (Reception No. 335781); thence South $00^{\circ}23'$ West along the westerly most boundary of said Cooper Tract, 162.99 feet to an axle on the north boundary of a lane conveyed to Chaffee County in Book 286 at page 185; thence North $89^{\circ}35'21''$ West along the north boundary of said lane, 195.59 feet; thence North $00^{\circ}04'03''$ West parallel with the said west boundary of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ a distance of 78.33 feet to the point of beginning.

Also known by street address as: 1030 Illinois Avenue, Salida, CO 81201

And assessor's schedule or parcel number: 380704300009



GENERAL DEVELOPMENT APPLICATION

448 East First Street, Suite 112

Salida, CO 81201

Phone: 719-530-2626 Fax: 719-539-5271

Email: planning@cityofsalida.com

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

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

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

A. Applicant Information

Name of Applicant: Maggie Gellen Barnard

Mailing Address: 305 W 13th St Salida Co

Telephone Number: 610-401-3014 FAX: _____

Email Address: salidadistillery.maggie@gmail.com

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

B. Site Data

Name of Development: _____

Street Address: 1030 Illinois Ave Salida Co

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

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

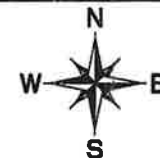
I certify that I have read the application form and that the information and exhibits herewith submitted are true and correct to the best of my knowledge.

Signature of applicant/agent: Maggie Barnard Date: 10-3-23

Signature of property owner: Connie Gellen Date: 10/3/23

GALLEN PROPERTY IMPROVEMENT SURVEY

FOR A TRACT IN THE
NW 1/4 of the NE 1/4 of the SW 1/4, SECTION 4, TOWNSHIP 49 NORTH, RANGE 9 EAST,
NEW MEXICO PRINCIPAL MERIDIAN
CHAFFEE COUNTY, COLORADO



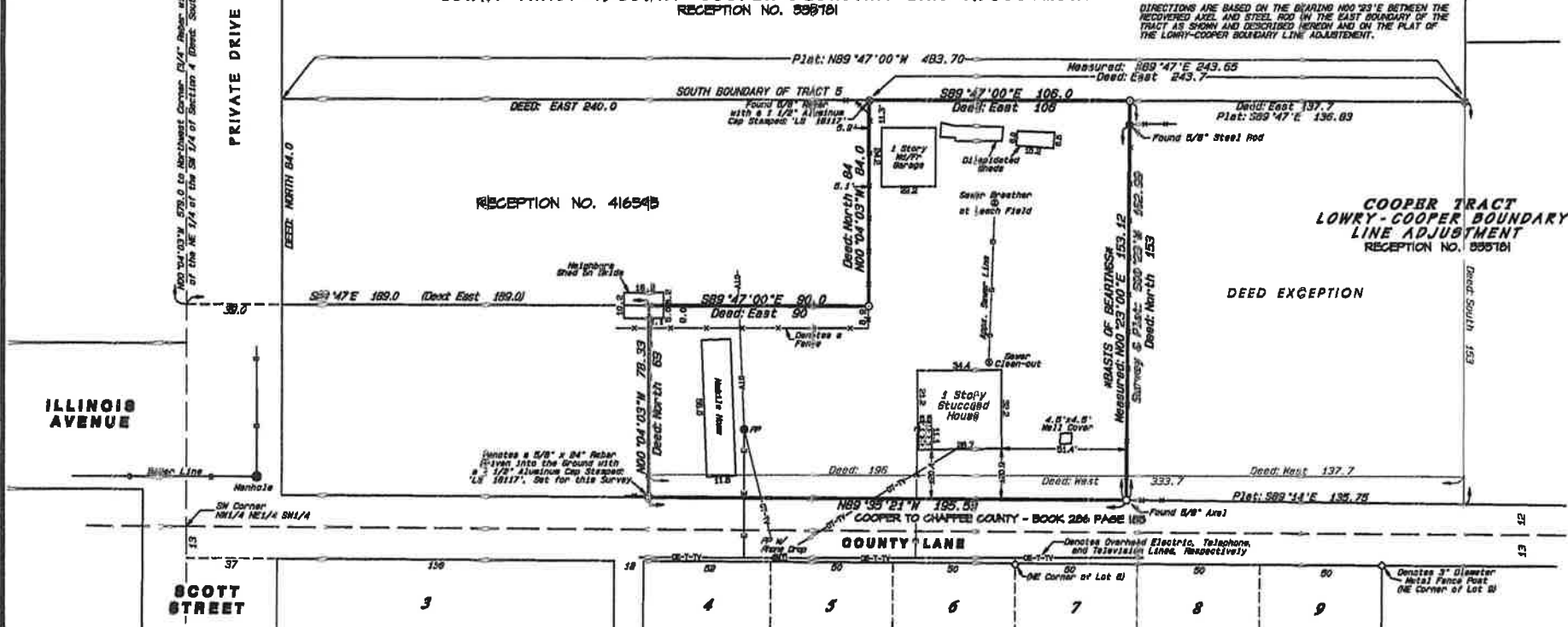
GRAPHIC SCALE 1"=30'

0 30 60 90

DIRECTIONS ARE BASED ON THE BEARING 100°23'E BETWEEN THE RECOVERED JAIL AND STEEL ROD IN THE EAST BOUNDARY OF THE TRACT AS SHOWN AND DESCRIBED HEREIN AND ON THE PLAT OF THE LOWRY-COOPER BOUNDARY LINE ADJUSTMENT.

LOWRY TRACT 4, LOWRY-COOPER BOUNDARY LINE ADJUSTMENT

RECEPTION NO. 995781



RECORD PROPERTY DESCRIPTION:

A tract of land in the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 4, Township 44 North, Range 4 East of the N.M.P.M., being described as follows: Commencing in the NW corner of the NE 1/4 of the SW 1/4 of said Section 4; thence South 574 feet; thence East 161 feet to the point of beginning of the tract herein described; thence East 40 feet; thence North 84 feet; thence East 249.7 feet; thence South 158 feet; thence West 399.7 feet; thence North 64 feet to the point of beginning.

EXCEPTING

A tract of land in the NE 1/4 of the NE 1/4 of the SW 1/4 of Section 4, Township 44 North, Range 4 East of the N.M.P.M., being more particularly described as follows: Commencing at the Northwest corner (2 1/2" aluminum capped monument) of the NE 1/4 of the SW 1/4 of Section 4; thence South 00°10'23" East along the west boundary of said NE 1/4 of the SW 1/4 a distance of 374.0 feet; thence South 84°41' East parallel with the south boundary of Tract 4 of the Lowry-Cooper Boundary Line Adjustment (Reception No. 995781) a distance of 164.0 feet to the point of beginning; thence proceeding around said tract, South 84°41' East 100.0 feet; thence North 00°10'23" West parallel with the said west boundary of the NE 1/4 of the SW 1/4 of Section 4 a distance of 34.0 feet to the south boundary of said Tract 4 of the Lowry-Cooper Boundary Line Adjustment; thence South 84°41' East along said south tract boundary 106.0 feet to the northwest corner of the Cooper Tract as shown on the filed plat of the said Lowry-Cooper Boundary Line Adjustment (Reception No. 995781); thence South 00°10'23" West along the westerly most boundary of said Cooper Tract, 162.99 feet to an oak on the north boundary of a lane conveyed to Chaffee County in Book 226 at page 165; thence North 84°39'21" West along the north boundary of said lane, 149.94 feet; thence North 00°10'23" West parallel with the said west boundary of the NE 1/4 of the SW 1/4 a distance of 76.33 feet to the point of beginning.

BEING MORE CORRECTLY DESCRIBED AS FOLLOWS:

A tract of land in the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 4, Township 44 North, Range 4 East of the N.M.P.M., being more particularly described as follows: Commencing at the Northwest corner (2 1/2" aluminum capped monument) of the NE 1/4 of the SW 1/4 of Section 4; thence South 00°10'23" East along the west boundary of said NE 1/4 of the SW 1/4 a distance of 374.0 feet; thence South 84°41' East parallel with the south boundary of Tract 4 of the Lowry-Cooper Boundary Line Adjustment (Reception No. 995781) a distance of 164.0 feet to the point of beginning; thence proceeding around said tract, South 84°41' East 100.0 feet; thence North 00°10'23" West parallel with the said west boundary of the NE 1/4 of the SW 1/4 of Section 4 a distance of 34.0 feet to the south boundary of said Tract 4 of the Lowry-Cooper Boundary Line Adjustment; thence South 84°41' East along said south tract boundary 106.0 feet to the northwest corner of the Cooper Tract as shown on the filed plat of the said Lowry-Cooper Boundary Line Adjustment (Reception No. 995781); thence South 00°10'23" West along the westerly most boundary of said Cooper Tract, 162.99 feet to an oak on the north boundary of a lane conveyed to Chaffee County in Book 226 at page 165; thence North 84°39'21" West along the north boundary of said lane, 149.94 feet; thence North 00°10'23" West parallel with the said west boundary of the NE 1/4 of the SW 1/4 a distance of 76.33 feet to the point of beginning.

NOTICE: ACCORDING TO COLORADO LAW, YOU MUST CONSIDER ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER THE FIRST DISCOVERY OF SUCH DEFECT. IN SO DOING, YOU MAY BE HELD RESPONSIBLE FOR ANY SUCH DEFECT. THIS SURVEY IS CONSIDERED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S STATEMENT CONTAINED HEREIN.

SURVEYOR'S STATEMENT:

I, MICHAEL K. HENDERSON, A REGISTERED LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS PROPERTY IMPROVEMENT PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION AND CHECKING, AND IS BASED ON A LAND SURVEY OF THE PROPERTY AS SHOWN, ALL OF WHICH IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE. I FURTHER STATE THAT THE LOCATION AND DIMENSIONS OF ALL BUILDINGS, IMPROVEMENTS, EASEMENTS AND RIGHTS-OF-WAY IN EVIDENCE OR KNOWN TO ME, AND ENCROACHMENTS BY OR ON THE PROPERTY ARE ACCURATELY SHOWN.

MICHAEL K. HENDERSON
REG. L. S. NO. 1617
STATE OF COLORADO

GENERAL LAND SURVEYOR'S NOTES:

- 1) RECORD PROPERTY DESCRIPTION AND RECORD EASEMENT RESEARCH BASED ON STEWART TITLE GUARANTEE COMPANY COMMITMENT NO. 210448 ISSUED BY CHAFFEE TITLE & ESCROW, EFFECTIVE DECEMBER 4, 2020.
- 2) MORE CORRECTLY DESCRIBED AS PROPERTY DESCRIPTION PREPARED BY MICHAEL K. HENDERSON, 209 S. STREET, SALIDA, CO. AND IS BASED ON THE RESULTS OF THIS SURVEY.
- 3) DEED LINES ARE BASED ON AFOREMENTIONED PROPERTY DESCRIPTION ON THE FILED PLAT OF THE LOWRY-COOPER BOUNDARY LINE ADJUSTMENT AND ON THE LOCATIONS OF THE RECOVERED SURVEY MONUMENTS SHOWN AND DESCRIBED HEREIN.
- 4) THERE IS EVIDENCE OF A CONFLICT IN POSSESSORY BOUNDARIES AS RELATED TO DEED LINES IN THAT FENCE LINES DO NOT FOLLOW RECORD DEED LINES AND THE LAPS OF ADVERSE POSSESSION MAY HAVE REFUSED.
- 5) PLAT REFERS TO LOWRY-COOPER BOUNDARY LINE ADJUSTMENT (RECEPTION NO. 995781)

LAND SURVEY PLAT DEPOSIT:

CLERK'S NOTE: ON _____, THIS LAND SURVEY PLAT (LSP) WAS ASSIGNED THE FOLLOWING RECORDING/DEPOSIT NUMBER _____ BY THE CHAFFEE COUNTY CLERK AND RECORDER'S OFFICE. THIS SURVEY HAS NOT BEEN REVIEWED OR ACCEPTED BY THE CHAFFEE COUNTY SURVEYOR. THIS LSP WAS ORIGINALLY RECEIVED IN THE OFFICE OF THE CLERK AND RECORDER ON _____ AND IS CONSIDERED TO BE AVAILABLE FOR INFORMATIONAL PURPOSES ONLY.

CHAFFEE COUNTY CLERK & RECORDER

GALLEN PROPERTY IMPROVEMENT SURVEY
NW 1/4 of the NE 1/4 of the SW 1/4, SECTION 4, TOWNSHIP 49 NORTH, RANGE 9 EAST,
CHAFFEE COUNTY, NEW MEXICO PRINCIPAL MERIDIAN, COLORADO

JOB NUMBER: J-20-205

DESIGNED: B.S.H.

DRAWN BY: TMO DHD

CHECKED: M.K.H.

FIELD BOOK: 3325, Pages 68 & 82, 82 7523

DATE

12/15/20

DRAWING NO.

S-20-61



Just Off The River

*334 Reading Ave
Shillington Pa 19607*

To whom it may concern

I, Connie Gallen, owner and operator of ***Just Off the River*** hereby authorize:

Maggie Barnard	305 W 13th St Salida Co 81201	610-401-3014
Gabe Barnard	305 W 13th St Salida Co 81201	607-239-8782

to act on my behalf in any means necessary in regards to the pre-annexation process of 1030 Illinois Ave. I also authorize any future decisions made by the tenants in regards to this process, and future requirements or adjustments that may arise.

If the City of Salida has any concerns please contact me at
northeastfamilydentistry@hotmail.com

Sincerely,

Connie Gallen



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	December 19, 2023

ITEM

Ordinance 2023-20 - First reading and setting the Public Hearing for the Flour Mill Major Impact Review application for a Planned Development Overlay and Major Subdivision of the property located at 6907 C.R. 105.

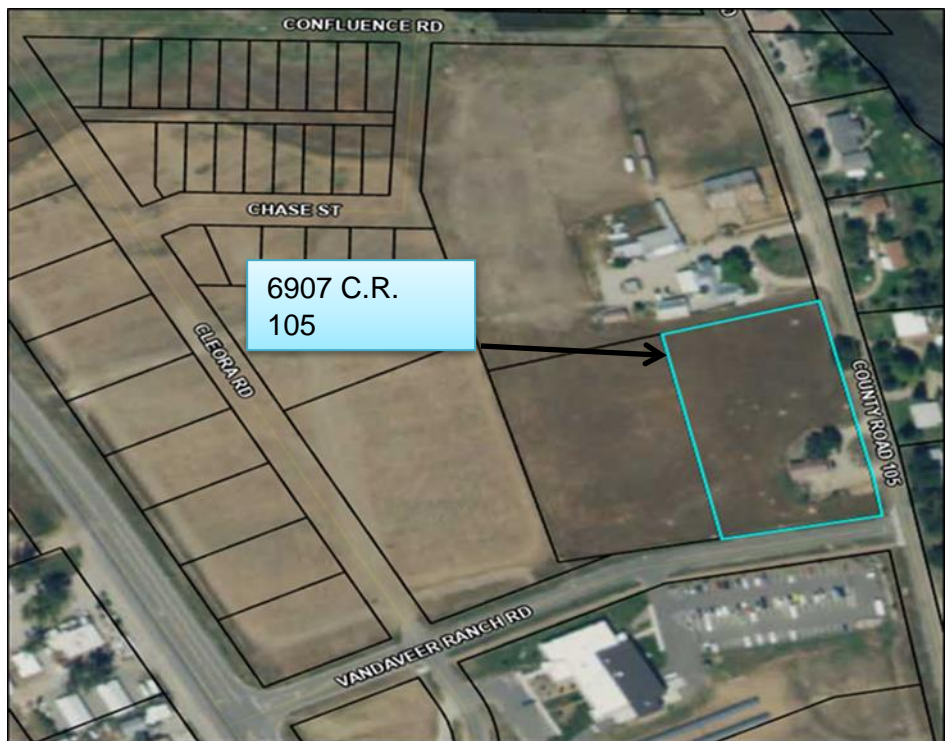
BACKGROUND

The applicant, Biker Baker Holdings LLC, represented by Rob Gartzman is requesting approval of a Major Impact Review for a Planned Development Overlay and Major Subdivision of the property located at 6907 C.R. 105.

Land Use Code Sec. 16-3-120 allows for concurrent review of the applications.

The applicant is proposing a major subdivision of 14 lots and will be constructing 3 single-family, 3 duplex buildings and three multi-family buildings with 20 units in each. The proposal is for 9 for-sale residential units, 40 for-sale condominiums and 20 apartment rental units.

Each of the multi-family buildings will have 16 studio units and 4 two-bedroom units.



PROCESS:

An application for a Major Impact Review must follow a two-step process. The Planned Development and Major Subdivision is considered a project requiring "major impact review." These applications are being processed concurrently and must be reviewed by both the Planning Commission and then City Council at noticed public hearings. The request is first addressed by the Planning Commission through a public hearing process. The Commission makes a recommendation of approval, approval with conditions, or denial of the request to City Council. The Commission may also remand the application back to the applicant for further information or amendment.



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The Planned Development and Major Subdivision must be adopted by ordinance by the City Council, heard at 1st Reading and 2nd Reading with a public hearing at the second reading.

BACKGROUND AND DETAILS OF REQUEST:

- A. Major Impact Review approval of a Planned Development Overlay for the following deviations from Table 16-F Dimensional Standards:
- **Street frontage:** Lots 11 and 12 will have frontage off a private parking lot and not a public street. Land Use Code Sec. 16-6-120(10)(ii) requires all residential lots to front on local streets.
 - **Maximum density:** The R-3 zone district requires 2,100 square feet of lot area per dwelling unit with the inclusionary housing provided within the development. For the overall site the density allowance is 41 units, and the request is for an allowed density of 69 units.
 - **Maximum height allowed:** The maximum height allowed for primary buildings is 35'. The Applicant is requesting a deviation from the height requirement from 35' to 38' for the condo/apartment buildings on Lots 10, 11 & 13 to allow for architectural elements to conceal mechanical systems.
 - **Minimum lot size:** In the R-3 zone district the minimum lot size is 5,063 square feet and the applicant is requesting the minimum lot size of 2,470 square feet for Lots 1, 2, 4 and a minimum lot size of 2,000 square feet for Lot 3.
 - **Minimum lot frontage for the single-family and Laundromat lots:** The minimum lot frontage in the R-3 zone district is 37.5' and the applicant is requesting a minimum lot frontage of 36' for Lots 1, 2 and 4 and a minimum lot frontage of 28' for Lot 3.
 - **Minimum setbacks:** The required front and rear setbacks for primary structures in the R-3 zone district are 20' from front property line and 20' from the rear property line and the required side yard setbacks are 5'. The applicant is requesting the minimum front and rear setbacks as shown in the table below in green. No deviations from the side yard setbacks are requested.



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Zone District R-3		Duplex Lots & Laundry facility Lot	Single-family Lots	Condominium/Apartment Lots
		Lots 3, 5, 6, 7, 8, 9 & 10	Lots 1, 2 & 4	Lots 11, 12 & 13
Required front setback principal building	20 feet	12'	12'	5'
Required rear setback principal building	20 feet	5'	5'	10'

- **Maximum Lot Coverage for structures:** The maximum lot coverage for structures in the R-3 zone district is 50% and the applicant is proposing lot coverage for structures of 64% for Lots 10, 11 and 13.
- **Maximum Lot Coverage for uncovered parking/access:** The maximum lot coverage for uncovered parking in the R-3 zone district is 25%, Lot 14 is the parking lot for the entire development and the applicant is requesting 73% coverage for uncovered parking/access for this lot only.
- **Minimum Landscape area:** The minimum landscape requirement is 30% in the R-3 zone district and Lot 14 is proposed to have a minimum landscape area of 27%. The proposed landscape area for the overall site is 45%.

It appears all other dimensional and parking requirements can be met by the development.

- B.** Approval of a Major Subdivision to subdivide the above-described property into 12 residential lots, one (1) lot for a laundromat and one (1) lot for the HOA maintained parking lot.

The Planning Commission held a public hearing on October 23, 2023 to consider the Major Impact Review application for the proposed Flour Mill Planned Development and Major Subdivision at 6907 C.R.105. At that hearing Planning Commission continued the public hearing to November 27, 2023 and suggested the applicant address the following;

1. That the applicant meets with the surrounding neighbors to go over the proposal and bring back changes that might result from that meeting.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	December 19, 2023

2. The timing of the required deed restricted units needs to be addressed.

The applicant informed staff that he met with some of the neighbors but that no change in plans resulted from those meetings. The applicant stated that he feels that he cannot compromise on density and wants to move forward with the proposal as submitted. Therefore, the applicant will provide a presentation regarding planned development to further explain the need to keep the planned development and major subdivision requests as originally submitted.

Staff has added the specific timing requirements of the deed-restricted units to the conditions of the Planned Development and the Major Subdivision.

PROPOSED PLANNED DEVELOPMENT

A Planned Development is an overlay which allows flexibility in the underlying zoning district standards to "...permit the application of more innovative site planning and design concepts than may not be possible under the application of standard zone districts."

The applicant is requesting Planned Development approval to allow deviations from Table 16-F Schedule of Dimensional Standards as outlined above.

THE CITY OF SALIDA COMPREHENSIVE PLAN:

Generally zoning should be consistent with the community's comprehensive plan. The following Policies, Actions and Principles apply to the proposal:

Policy LU&G-I.2: Infill and redevelopment should be encouraged and will advance the objectives of this plan.

The 2-acre property only has a single-family residence (to be removed). Approval of the planned development overlay would allow for infill rather than the mostly vacant lot.

Action LU&G-I.2a: Encourage projects to use maximum density allowances to make the best use of the available infrastructure.

The proposed project is maximizing density by requesting a 68% increase in the allowed residential density.

Action LU&G-I.2c: Focus new development in the Salida area within the Municipal Services Area to ensure adequate provision of services and limit sprawl development around the city. The site is within the MSA.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	December 19, 2023

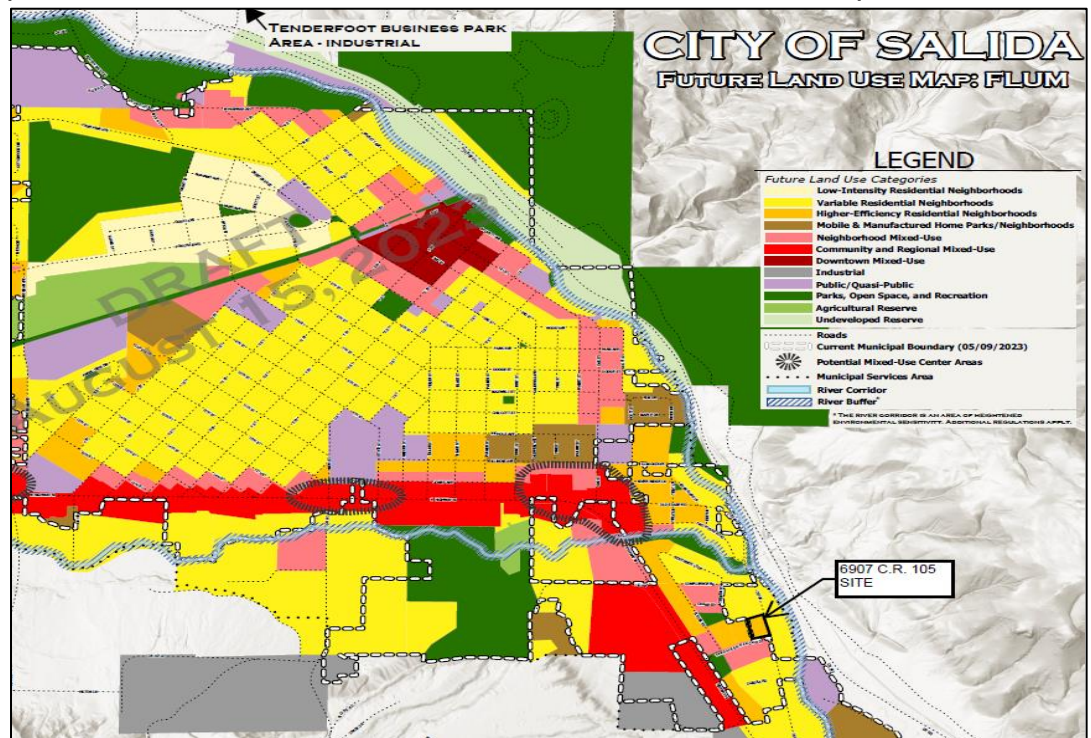
Policy H-I.1: Provide a mix of housing types and densities throughout the city to address a variety of incomes and lifestyles.

- The majority of housing types in this specific area are single-family homes to the north and east of the Flour Mill property. To the west of the 6907 C.R. 105 is apartment buildings, including the income restricted LIHTC apartment buildings with 48 units and the market-rate Magpie apartments with 32 units.
- With the proposal the applicant will have a variety of housing types providing rental housing for occupants affordable to people making 80%-100% AMI and the applicant is proposing the for-sale units to sell to occupants earning at or below 120% AMI.

Policy H-II.1: Promote new development projects that contain a variety of housing, including affordable units. See above.

Action H-II.3.d: When affordable housing units are provided, ensure the city has a mechanism or partner organization to keep track of and enforce the deed restrictions or land ownership arrangements to ensure the housing remains attainable in the long-term for low and moderate income residents. The Chaffee County Housing Authority will be charged with qualifying residents for the deed restricted units, and enforce the standards.

The Comprehensive Plan Land Use Map shows the 6907 C.R. 105 property as Higher-Efficiency Residential.





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PLANNED DEVELOPMENT EVALUATION CRITERIA:

Section 16-7-40 (b) of the City of Salida Land Use and Development Code states “the PD Development Plan shall meet the following criteria...unless the applicant can demonstrate that one or more of them is not applicable or that another practical solution has been otherwise achieved.” The applicant’s requests and staff’s comments are listed below.

- (1) Minimum dimensional standards. The PD is a negotiated zone district. While there may be no fixed lot size or lot widths, the Planning Commission and City Council require minimum dimensional standards, including setbacks and space between buildings as necessary to provide adequate access and fire protection, to ensure proper ventilation, light and air between buildings and to ensure that the PD is compatible with other developments in the area.
- In addition to the request to eliminate the public street frontage requirement for Lots 11 and 12, the applicant is also requesting to increase the density 68% for the overall site, reduce the required minimum lot size for Lots 1-4, reduced minimum front and rear setbacks for all lots.
 - The requested table of dimensional standards for the Flour Mill PD.
 - The requested deviations will not impact the property’s ability to provide adequate access and fire protection, to ensure proper ventilation, light and air between buildings and

Flour Mill PD- Proposed Dimensional Standards	R-3	overall site	SF attached Lots 5,6,7,8,9&10	SF detached Lots 1, 2 & 4	laundromat Lot 3	condo/apartment lots Lots 11, 12 & 13	HOA lot Lot 14
lot #	Requirement						
min lot size	5063 s.f.	87133	n/a	2470	2000	7300	39532
density (min s.f of lot area per dwelling unit)	2100 s.f.	1263	2310	2470	n/a	365	n/a
min lot size attached	2160 s.f.	n/a	2310	n/a		n/a	n/a
min lot frontage	37.5'	n/a	n/a	36	28	n/a	n/a
min lot frontage attached	15'	n/a	34	n/a		n/a	n/a
max lot coverage: structures	50%	24%	43%	40%	30%	64%	0
max lot coverage: uncovered parking/access	25%	36%		0		0	73%
min landscape area	30%	45%	40%	40%	40%	36%	27%
side setback primary building	5'	5	5	5	5	5	n/a
side setback detached accessory building	3'/5'/10'	5	5	5	5	5	n/a
rear setback principal building	20'	5	5	5	5	10	n/a
rear setback accessory building	5'	n/a	5	5		5	n/a
front setback	20'	5	12	12	12	5	n/a
max building height primary	35'	35	25	25		35	n/a
max building height detached accessory building	25'	n/a	25	25		25	n/a
parking spaces required	69	76	n/a	n/a		n/a	76



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should be compatible with other developments in the area, including the Salida Ridge affordable apartment buildings.

- The proposal is less compatible with the adjoining property at 6906 Vandaveer Ranch Road which contains the 32 single-story Magpie apartments on a similar size parcel. That developer chose to construct single story, however the zone district allows for 35' height and density would have allowed for 36 units.

(2) Trails. Reasonable effort must be made to connect to nearby recreation trails, parks and public open space such that green corridors define and connect urbanized areas. Any trails identified for the area in the City's Comprehensive Plan or Parks Master Plan must be included in the PD.

- Staff is recommending as a condition of approval that the right-of-way dedication along C.R. 105 be at least 30' from centerline to accommodate an 8' separated bike/ped trail along CR 105, consistent with adjacent property requirements.
- The planned development plat is showing a dedication of 31' along the C.R. 105 right-of-way.
- When the adjoining property at 6906 Vandaveer Ranch Road was annexed into the city, the annexation agreement required them to include a ten (10) foot wide public pedestrian access maintained between the site and adjoining properties on the east and west, at the north end of the site.
- The Flour Mill Planned Development includes an eight (8) foot wide public pedestrian access connecting to the adjoining 6906 Vandaveer Ranch Road property. Staff is recommending a condition of approval that this pedestrian access trail be the same 10' width as the adjoining property for pedestrian connections.



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6907 C.R. 105
Flour Mill property



- (3) Ownership and Maintenance. No PD shall be approved unless the City Council is satisfied that the landowner has provided for or established an adequate organization for the ownership and maintenance of common open space and private roads, drives, parking or other common assets to ensure maintenance of such areas.

- The owners will have a homeowner's association to maintain Lot 14 within the development.



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- (4) Water and Sewer. The developer shall provide municipal water and sewer facilities within the PD as required by the City.
- The applicant has provided civil engineering plans that include designs for private HOA maintained water and sewer services to serve the interior of the site. The plans are being reviewed by the Public Works Director and the City Engineering Consultants.
 - Staff is recommending a condition of approval that the civil plans be approved by the Public Works Director and City Engineering Consultants prior to second reading and public hearing with City Council.
- (5) Residential Density. Density shall be limited as required by the Planning Commission and City Council upon consideration of the overall development plan, individual characteristics of the subject land and surrounding uses. In a multi-lot PD, the averaging of lot areas shall be permitted to provide flexibility in design and to relate lot size to topography, but each lot shall contain an acceptable building site. The clustering of development with usable common open areas shall be permitted to encourage provision for and access to common open areas, encourage pedestrian access and to save street and utility construction and maintenance costs. Such clustering is also intended to accommodate contemporary building types which are not spaced individually on their own lots but share common side walls, combined service facilities or similar architectural innovations, whether or not providing for separate ownership of land and buildings. In high-density development, housing will be designed to provide adequate privacy between dwelling units.
- The R-3 zone district requires 2,100 square feet of lot area per dwelling unit with the inclusionary housing being provided within the development. For the overall site the density allowance is 41 units and the request is for an allowed density of 69 units. The request is an approximate 68% increase in density ($69-41=28$) ($28/41=68\%$).
- (6) Relationship to the Subdivision Regulations. The provisions of these regulations concerning Planned Developments are not intended to eliminate or replace the requirements applicable to the subdivision of land or air space, as defined in state statutes and the ordinances and regulations of the City.



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Planning	Kristi Jefferson - Senior Planner	December 19, 2023

- The applicant submitted a 14-lot major subdivision to be reviewed concurrent with this planned development application.

(7) Improvement Standards. The PD may deviate from the Design Standards described in Article VIII of this Chapter, including specifications for the width and surfacing of streets, public ways, public utility rights-of-way, curbs and other standards, only if the reasons for such deviations are well documented and are necessary for realizing the purposes described in the objectives of development. Deviations may be incorporated only with the approval of the Planning Commission and City Council as a part of its review of the Overall Development Plan for a PD and shall conform to acceptable engineering, architectural and planning principles and practices. If a deviation from the improvement standards is not specifically addressed and approved under the Overall Development Plan, the improvement shall comply with all improvement standards of this Chapter.

- Sec 16-8-20 – Road, driveway and sidewalk standards. (a) Access to Roads. All lots and developments shall have direct access to a public street: Lot 11 and Lot 12 in this proposed development will have access to a public street via the HOA owned and maintained parking lot which is Lot 14. All other improvements shall meet design standards required in Article VIII.

(8) Maximum height. The maximum height of buildings may be increased above the maximum permitted for like buildings in other zone districts. In no case shall a building exceed the maximum height requirement if the deviation shall result in:

- a. Adverse visual impacts on adjacent sites or other areas in the vicinity, including extreme contrast, interruption of vistas or scale that is disproportionate to surrounding development or natural features.
- The maximum height requirement in the R-3 zone district is 35' and the applicant is requesting a deviation from the height requirement from 35' to 38' for the condominium/apartment buildings on Lots 11, 12 & 13 to allow for architectural features and to conceal mechanical systems behind a parapet wall. The proposed parapet wall will be 36' and the architectural features will be 38'. The mechanical systems shall be concealed by the parapet wall.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	December 19, 2023

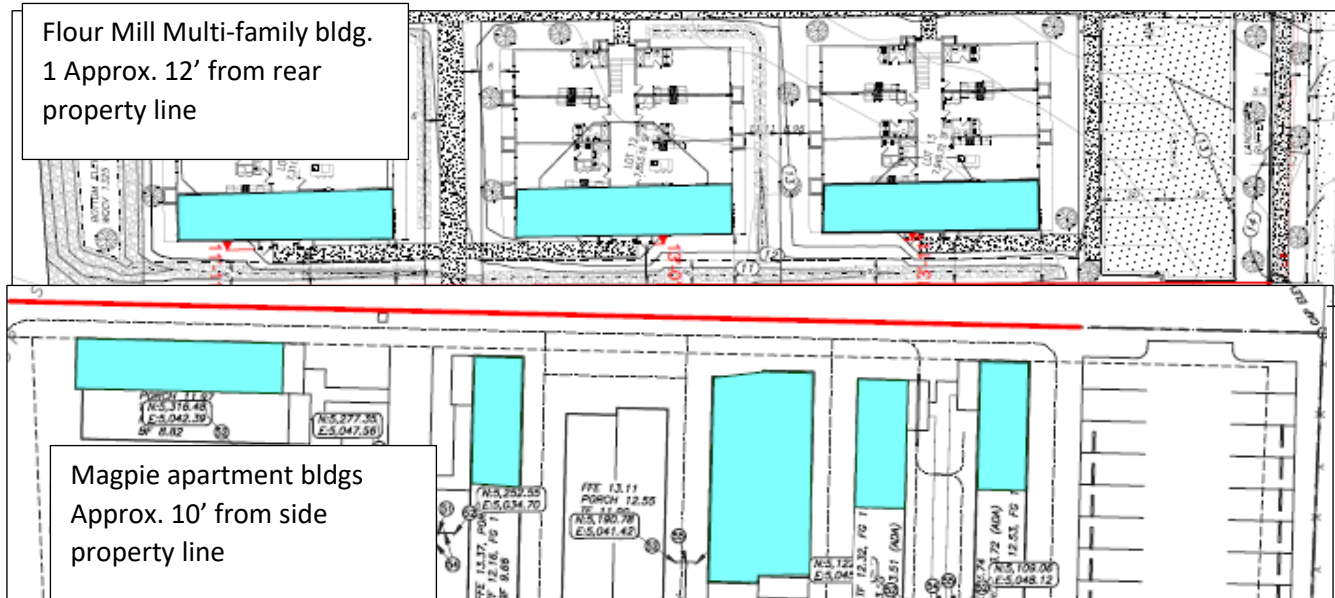


- b. Potential problems for adjacent sites caused by shadows, loss of air circulation or loss of view.



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- The Magpie Apartments are 10' from their side property line and the Flour Mill Multi-family buildings are approximately 12' from their rear property line.
- There shouldn't be loss of air circulation for adjacent properties but with 22' between the Flour Mill condominium/apartment buildings and the adjacent single story Magpie apartment buildings to the west there may be some shadowing in the morning.
- c. Inability to provide adequate fire protection using equipment currently in use by the Fire Department.
- The Fire Department has no concerns with the proposal.



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Planning	Kristi Jefferson - Senior Planner	December 19, 2023



(9) Gross Building Floor Area. The gross building floor area of uses other than residential may be limited as required by the City Council upon consideration of the Overall Development Plan, individual characteristics of the subject land and surrounding uses.

- The only other use proposed within the Flour Mill Planned Development is a laundromat on Lot 3 to serve occupants of the development.

(10) Permitted Uses. A PD may include any permitted principal or accessory uses by right and conditional review uses allowed in any other zone, except that any use that has been declared a nuisance by statute, ordinance or any court of competent jurisdiction shall not be permitted.

- The applicant is requesting the following deviations from table 16-D Schedule of Uses.

FLOUR MILL SCHEDULE OF USES			
N = Not Permitted P = Permitted AR = Administrative Review	R-3 Zone District	Flour Mill Planned Development	Standards ¹
Residential Uses			
Accessory buildings and structures.	P	P	Sec. 16-4-190(c)
Accessory dwelling units	AR	AR	Sec. 16-4-190(c)
Duplex dwelling units	P	P	
Residential (3 - 4 units)	AR	P	
Residential (5 - 19 units)	AR	P	
Residential (20 or more units)	MR	P	
Single-family dwelling units	P	P	
Short-term Rental Units	AR	N	Sec. 16-4-190(q)
Laundromat (Lot 3)		P	Standards ¹
Notes: ¹ The standards referenced herein are in addition to all other applicable standards of this Land Use Code.			



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DEPARTMENT Planning	PRESENTED BY Kristi Jefferson - Senior Planner	DATE December 19, 2023
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(11) Transportation design. The PD shall provide interconnected transportation networks designed to disperse and reduce the length of automobile trips, connect to adjacent roadways and enhance the greater transportation pattern of the City and surrounding area.

- The development has two entrances with one access off C.R. 105 and the second access off Vandaveer Ranch Road and should not have major impacts on the traffic in the area.
- The applicant submitted the following summary of trip generation for the 69 units.

The Flour Mill

CRATREE GROUP

Summary of Trip Generation

Land Use	ITE Code	Intensity	Rate	Daily Trip Ends	AM Peak-Hour Trip Ends						PM Peak-Hour Trip Ends					
					Rate	Total	In		Out		Rate	Total	In		Out	
							%	Trips	%	Trips			%	Trips	%	Trips
Single Family Detached Housing	210	9 DU	9.57	86	0.75	7	25%	2	75%	5	1.01	9	63%	6	37%	3
Apartments	220	20 DU	6.65	133	0.51	10	20%	2	80%	8	0.62	12	65%	8	35%	4
Condominiums/Townhouses	230	40 DU	5.81	232	0.44	18	17%	3	83%	15	0.52	21	67%	14	33%	7
Total				452		35		7		28		42		28		15

(12) Development Standards. The PD may deviate from the Development Standards described in this Chapter only if the reasons for such deviations are well-documented and are necessary for realizing the purposes described in the objectives of development. Any variation from the development standards of this Chapter must be specifically addressed and approved in the Overall Development Plan. If an area of development (parking, landscaping, illumination, fences, signs, etc.) is not specifically addressed and approved under the Overall Development Plan, the area of development shall meet or exceed the standards of this Chapter applying to that area of development.

- The applicant is requesting a deviation from the landscape standards for Lot 14 in order to meet the parking requirements for the entire development. The development will meet the remaining standards of Article VIII.

(13) Energy Efficient Design. The construction of new buildings will be required to meet the energy standards of the building codes.



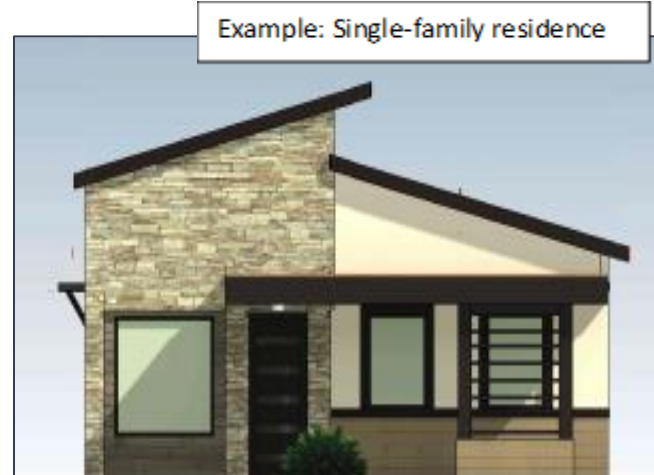
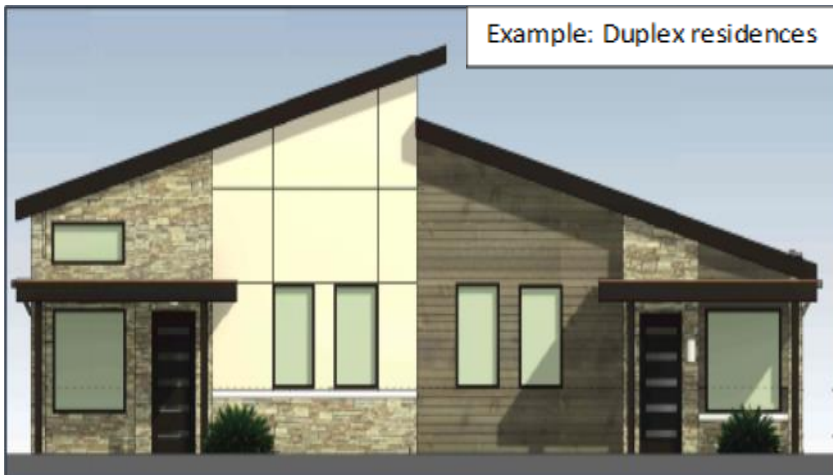
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- The construction of new buildings will be required to meet the energy standards of the building codes.

(14) Variety in Housing Types. Where residential uses are proposed, the PD shall provide for a variety in housing types and densities, other facilities and common open space.

- The applicant is proposing a major subdivision of 14 lots and will be constructing 3 single-family, 3 duplex buildings and three multi-family buildings with 20 units in each. The proposal is for 9 for-sale residential units, 40 for-sale condominiums and 20 apartment rental units.





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3-D renderings of proposed development



(15) Fiscal Impacts. The fiscal impacts of the PD have been satisfactorily addressed and the City or special district will be able to provide adequate levels of service for police and fire protection, street maintenance, snow removal and other public services, or it shall be shown that adequate measures have been developed to effectively mitigate such impacts.

- Utility easements, common areas and Lot 14 are to be owned and maintained by the homeowner's association. The City will provide police and fire protection and serve the project with water and sewer through public mains. Water and sewer system development fees will help offset long term costs of expanding those systems. The fees for Fair Contributions for Public School Sites will be required per residential unit (except the deed restricted units) to help offset impacts on the school district, and open space fees will be required for each unit.



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(16) Higher levels of amenities. Higher levels of amenities than would be achieved by using established zone districts, including open spaces, parks, recreational areas, trails and school sites, will be provided to serve the projected population.

- There are no private or public parks or recreational areas proposed within the planned development. The applicant has agreed to provide trail access connecting to the pedestrian trail within the 6906 Vandaveer Ranch Road development.
- The applicant will be required to construct an 8' trail along C.R.105.

(17) Physical Conditions or Constraints. There are special physical conditions or objectives of development that the proposal will satisfy to warrant a departure from the standard regulation requirements.

- The only constraint the property presents is the need to be redeveloped.

(18) Adjacent and nearby developments. The adjacent and nearby developments will not be detrimentally affected by the proposed PD and approval period.

- Immediately adjacent uses consist of single-family and multi-family residences. The single-family residences to the north and east are zoned Residential within the County and the properties to the south and west are zoned High-density residential (R-3) or Planned Development.
- The proposed residential units on this site would blend with the existing adjacent and nearby Salida Ridge apartments and the Magpie apartment buildings. Given the variety of residential properties in the area, and the primarily residential nature of the proposal, the adjacent properties should not be detrimentally affected.
- Staff has received letters from both adjoining neighbors who are not in support of the proposal. The letters are attached to the staff report for the Commission to consider.

EVALUATION STANDARDS FOR MAJOR PLANNED DEVELOPMENTS

Section 16-7-40(c) - In addition to the above evaluation standards, the following standards or requirements shall govern the application of a major planned development and shall be utilized by the Planning Commission and the City Council in evaluating any major PD plan:



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- (1) Staging of Development. Each stage within a PD shall be so planned and so related to the existing surroundings and available facilities and services that failure to proceed to the subsequent stages will not have an adverse impact on the PD or its surroundings at any stage of the development.
 - The applicant is proposing to build the development in three (3) phases.
 1. The first phase includes the street and sidewalk improvements, water and sewer infrastructure and the single-family and duplex units.
 2. The second phase includes partially completing Lot 14 parking lot, the two condominium buildings containing 20 units in each and at the end of phase 2 the applicant will build the laundry facility.
 3. The third and final phase will be the completion of the 20-unit apartment building and completion of Lot 14, parking lot.
- (2) Parks, Trails and Open Space. Each major planned development shall dedicate and develop land or pay a fee-in-lieu for the purpose of providing active parks, open space, passive recreation facilities and/or recreation trails or other public purposes as determined by the City for the benefit of those who occupy the property and be made accessible to the public. The intent of this regulation is to ensure that a comprehensive, integrated network of parks, trails and open spaces are developed and preserved as the community grows.
 - There are no parks, open space or recreation facilities in the development, and given the size of the lot it would not be practical. The City has a 1.24-acre park located in the Confluent Park Planned Development near this property.
 - The applicant acknowledges that required open space fees-in-lieu will be paid at time of building permit for each unit and has already noted this on the major subdivision plat.
- (3) Civic Engagement. Civic buildings and public gathering places should be provided to reinforce community identity and support civic engagement.
 - No civil buildings or public gathering places are proposed within the development.



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B. MAJOR SUBDIVISION PLAT REVIEW

A major subdivision requires a recommendation from the Planning Commission and final approval by the City Council. The applicant is requesting that the Planning Commission recommend approval of the 13-lot residential subdivision, 1 lot for laundry facility and 1 lot for parking to be commonly-owned by the homeowners association. The proposed subdivision must comply with the following standards:

1. Comprehensive Plan. The proposed subdivision is consistent with the Comprehensive Plan as detailed on pages 3 and 4 of this report which promotes diverse residential housing (including affordable for-sale and rental units) and access to nearby trails. Staff finds that the development is compatible with surrounding land uses and should not create unreasonable adverse effects on neighboring properties.
2. Zone District Standards. The applicant is requesting exemptions from the public street frontage for 2 of the 14 lots, minimum lot size, density and the multi-family units be allowed as a use by right. Deviations to such standards have been requested through the concurrent Planned Development application.
3. Improvements. The proposed subdivision shall be provided with improvements which comply with 16-2-60 and landscaping which complies with Section 16-8-90 of this Chapter.
 - a. Streets. Existing and proposed streets shall be suitable and adequate to carry anticipated traffic within and in the vicinity of the proposed subdivision.
 - b. Utilities. Existing and proposed utility services shall be suitable and adequate to meet the needs of the proposed subdivision.
 - c. Phases. The applicant is proposing three phases within the planned development request.
4. Natural Features. Staff is unaware of any extraordinary natural features on the site.
5. Floodplains. This property does not reside in the floodplain. This standard does not apply.



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6. Noise Reduction. Where a subdivision borders on or contains a highway right-of-way, the City shall require adequate provisions for reduction of noise. This property does not border a highway right-of-way.
7. Future Streets. Future streets are not proposed for this development.
8. Parks, Trails and Open Space. No public open space dedication is proposed within this development with the exception of trail connections. The applicant will be required to pay a fee-in-lieu for open space at the time of building permit submittal for each residential unit constructed on the property.
9. Common Recreation Facilities. This development does not include any common recreation facilities.
10. Lots and Blocks. The size, shape, and orientation of the lots are appropriate to the design and location of proposed subdivision and type of development contemplated.
11. Architecture. The architectural concept proposed for this site is intended to complement the surrounding neighborhood. It meets or exceeds the architectural requirements of the Code
12. Codes. The subdivision will comply with all applicable City building, fire and safety codes for the proposed development.
13. Inclusionary Housing. Land Use Code Sec. 16-13-20 - Any application brought under planned development and major subdivision sections of this code are required to include at least sixteen and seven tenths (16.7) percent of the total number of residential dwelling units as affordable dwelling units, pursuant to requirements set forth in Article XIII.
 - The inclusionary housing requirement for this property is 11 deed restricted units and the applicant will exceed the required number of deed restricted units.
 - The applicant is committed to legally deed restricting 50% of the units within the development. The IH requirements will also be included in the Flour Mill Annexation agreement and the Subdivision Improvement and Inclusionary Housing Agreement.



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- The applicant is requesting to deed restrict one (1) of the for-sale residential units in phase 1, fourteen (14) of the for-sale condominiums in phase 2 and the remaining 20 rental units in phase 3.

RESPONSE FROM REFERRAL DEPARTMENTS AND AGENCIES:

Requests to referral agencies and the comments received are as follows:

- **Salida Fire Department:** Assistant Fire Chief, Kathy Rohrich, responded "Fire Department has no concerns at this time."
- **Salida Police Department:** Police Chief, Russ Johnson, responded "No issues from PD at this time."
- **Salida Parks and Recreation Department:** Director Diesel Post, responded "Thanks for sharing. I do not see any mention of open space or fee-in-lieu. I know that Rob mention to the planning commission that Confluent park was so close and that that would the park that this neighborhood would use, he will still need fee-in-lieu and probably some trail connections."
- **Public Works Department and City Engineering Consultants:**
- **Salida Finance Department:** Staff Accountant, Renee Thonhoff, responded 6907 C.R. 105 has a sewer/water utility account. System development fees would need to be paid upon further development.
- **Salida School District:** Superintendent David Blackburn, responded "We will accept fees in lieu of land."
- **Xcel Energy:** Response is attached
- **Chaffee County Planning Director,** No response received



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A. PROPOSED PLANNED DEVELOPMENT

The following conditions were presented to Planning Commission. The Planning Commission recommended City Council approve the Flour Mill Planned Development Overlay, with staffs recommended conditions and plat notes. Planning Commission recommended adding language to condition #'s 3, 4 and 5 (**highlighted and incorporated into the Ordinance**) and added an 11th condition regarding short-term rentals:

1. The applicant shall provide fifty (50) percent of the units within the development as permanently deed-restricted. Because the applicant is exceeding the required number of inclusionary housing units and targeting levels below the range specified in the code, Land Use Code Sec. 16-13-60(2) creating parity across the levels of affordability is waived. The following plat notes must be added to the planned development plat and the major subdivision plat regarding the timing of the deed-restrictions.
2. Phase 1 (Single-family and Duplex homes) - A certificate of occupancy must be issued for one (1) single-family unit meeting the for-sale Inclusionary Housing deed restriction, prior to issuance of certificate of occupancy of the 6th market rate for-sale unit in Phase 1. The average sales price of the affordable housing unit shall not exceed a price affordable to households earning one hundred forty (140) percent AMI for Chaffee County.
3. Phase 2 (First Condominium building) - Seven (7) out of the 20 condominium units must be permanently deed restricted meeting the parameters of the for-sale Inclusionary Housing policy, prior to certificate of occupancy of the first condominium building in Phase 2. A certificate of occupancy will not be issued to each individual condominium unit but to the entire building. The average sales price of the affordable housing unit (studios) shall not exceed a price affordable to households earning up to one hundred (100) percent AMI for Chaffee County.
 - Amended to add the number of units in each of the multi-family buildings, there will be 16 studios and 4 two-bedrooms in each of the buildings. In the for-sale condominium building there will be at least one (1) deed restricted two-bedroom unit and six (6) deed restricted studio units.
4. Phase 2 (Second Condominium building) - Seven (7) out of the 20 condominium units must be permanently deed restricted meeting the parameters of the for-sale Inclusionary Housing policy, prior to certificate of occupancy of the second condominium building in Phase 2. A



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certificate of occupancy will not be issued to each individual condominium unit but to the entire building. The average sales price of the affordable housing unit (studios) shall not exceed a price affordable to households earning up to one hundred (100) percent AMI for Chaffee County.

- Amended to add the number of units in each of the multi-family buildings, there will be 16 studios and 4 two-bedrooms in each of the buildings. In the for-sale condominium building there will be at least one (1) deed restricted two-bedroom unit and six (6) deed restricted studio units.

5. Phase 3 (Apartment building)- All 20 rental units in the apartment building will be permanently deed-restricted meeting the Inclusionary Housing parameters for rental units, prior to certificate of occupancy of the apartment building in Phase 3. At least fifty (50) percent of all provided units shall be priced affordable to households earning up to eighty (80) percent of the AMI for Chaffee County. Studio units rented above eighty (80) percent AMI for Chaffee County shall not be eligible to satisfy inclusionary housing requirements.

- Amended to add the number of units in each of the multi-family buildings, there will be 16 studios and 4 two-bedrooms in each of the buildings. The apartment building will have 16 studios rented at 80% AMI and 4 two-bedroom units rented at 100% AMI.

6. That new residential dwelling units constructed on the property shall meet the requirements of Land Use Code Sec. 16-6-140, Fair Contributions to Public School Sites, at the time of issuance of a building permit.

- The deed restricted units are exempted from paying the fees in lieu of Fair Contributions for Public School sites.

7. Fees in lieu of open space shall be provided, in an amount then in effect, at the time of issuance of a building permit for new residential units constructed on the property.
8. The applicant must meet the requirements of the Public Works Director and City Engineering Consultants prior to second reading and public hearing of the Ordinance.
9. That the pedestrian access trail on the western side of the property be the same 10' width as the adjoining property for pedestrian connections.



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10. At the time of development, the applicant is required to pay \$8,851.61 for the Confluent Park pressure reducing valve reimbursement agreement recorded at reception #470651.
11. No short-term rentals allowed within the Flour Mill Planned Development.

B. PROPOSED MAJOR SUBDIVISION

The following conditions were presented to the Planning Commission for the major subdivision. The Planning Commission recommended City Council approve the Flour Mill Subdivision, with the following conditions and plat notes. The Commission recommended adding language to condition #'s 6, 7 and 8 (highlighted and incorporated into the Ordinance) and added an 9th condition regarding short-term rentals:

1. The following plat notes to be updated on the Major Subdivision Plat prior to recording the subdivision:
 - a. As required under Section 16.6.140 of the Salida Municipal Code, a payment in lieu of land dedication for Fair Contributions for Public School Sites shall be paid prior to issuance of a building permit for any new residence constructed.
 - The deed restricted units are exempted from paying the fees in lieu of Fair Contributions for Public School sites.
 - b. As required under Section 16-6-120(8), Parks, Trails and Open Space of the Salida Municipal Code, a fee in lieu shall be provided for open space prior to the issuance of a building permit for any new residence constructed.
2. The applicant must meet the requirements of the Public Works Director and City Engineering Consultants prior to second reading and public hearing of the Ordinance.
3. Prior to recordation of the subdivision plat, developer shall enter into a Subdivision Improvement and Inclusionary Housing agreement that guarantees the construction of the public improvements that are required for the project and that Article XIII Inclusionary Housing of the Land Use Code requirements are met.
4. The applicant shall provide fifty (50) percent of the units within the development as permanently deed-restricted. Because the applicant is exceeding the required number of



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inclusionary housing units and targeting levels below the range specified in the code, Land Use Code Sec. 16-13-60(2) creating parity across the levels of affordability is waived. The following plat notes must be added to the planned development plat and the major subdivision plat regarding the timing of the deed-restrictions.

5. Phase 1 (Single-family and Duplex homes) - A certificate of occupancy must be issued for one (1) single-family unit meeting the for-sale Inclusionary Housing deed restriction, prior to issuance of certificate of occupancy of the 6th market rate for-sale unit in Phase 1. The average sales price of the affordable housing unit shall not exceed a price affordable to households earning one hundred forty (140) percent AMI for Chaffee County.
6. Phase 2 (First Condominium building) - Seven (7) out of the 20 condominium units must be permanently deed restricted meeting the parameters of the for-sale Inclusionary Housing policy, prior to certificate of occupancy of the first condominium building in Phase 2. A certificate of occupancy will not be issued to each individual condominium unit but to the entire building. The average sales price of the affordable housing unit (studios) shall not exceed a price affordable to households earning up to one hundred (100) percent AMI for Chaffee County.

➤ Amended to add the number of units in each of the multi-family buildings, there will be 16 studios and 4 two-bedrooms in each of the buildings. In the for-sale condominium building there will be at least one (1) deed restricted two-bedroom unit and six (6) deed restricted studio units.

7. Phase 2 (Second Condominium building) - Seven (7) out of the 20 condominium units must be permanently deed restricted meeting the parameters of the for-sale Inclusionary Housing policy, prior to certificate of occupancy of the second condominium building in Phase 2. A certificate of occupancy will not be issued to each individual condominium unit but to the entire building. The average sales price of the affordable housing unit (studios) shall not exceed a price affordable to households earning up to one hundred (100) percent AMI for Chaffee County.

➤ Amended to add the number of units in each of the multi-family buildings, there will be 16 studios and 4 two-bedrooms in each of the buildings. In the for-sale condominium building there will be at least one (1) deed restricted two-bedroom unit and six (6) deed restricted studio units.



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8. Phase 3 (Apartment building)- All 20 rental units in the apartment building will be permanently deed-restricted meeting the Inclusionary Housing parameters for rental units, prior to certificate of occupancy of the apartment building in Phase 3. At least fifty (50) percent of all provided units shall be priced affordable to households earning up to eighty (80) percent of the AMI for Chaffee County. Studio units rented above eighty (80) percent AMI for Chaffee County shall not be eligible to satisfy inclusionary housing requirements.

- Amended to add the number of units in each of the multi-family buildings, there will be 16 studios and 4 two-bedrooms in each of the buildings. The apartment building will have 16 studios rented at 80% AMI and 4 two-bedroom units rented at 100% AMI.

9. No short-term rentals allowed within the Flour Mill Major Subdivision.

PLANNING COMMISSION RECOMMENDATION

A public hearing with the Planning Commission was held October 23, 2023 and November 27, 2023 and by a vote of 5 to 2 the Commission recommended Council approve the proposed Flour Mill Planned Development and Major Subdivision with staffs recommended conditions as amended by Planning Commission.

- After the motion to recommend approval of the Planned Development with the amended conditions, the Commission recommended that condition numbers 5 and 6 be updated as follows (adding the words "at least"): In the for-sale condominium building there will be at least one (1) deed restricted two-bedroom unit and six (6) deed restricted studio units.

SUGGESTED MOTION

A council person should make the motion to "approve Ordinance 2023-20 on first reading and set the second reading and public hearing for January 2, 2024."

Attachments: Planning Commission minutes October 23, 2023
Planning Commission minutes November 27, 2023
Ordinance 2023-20
Agency review comments
Letters from neighboring properties
Letters of Support
Application Materials



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Flour Mill Planned Development Plat
Flour Mill Major Subdivision Plat



PLANNING COMMISSION REGULAR MEETING

448 E. 1st Street, Room 190 Salida, Colorado 81201
October 23, 2023 - 6:00 PM

MINUTES

Email public comments to: planning@cityofsalida.com

Please register for the Planning Commission meeting:
<https://attendee.gotowebinar.com/rt/1909092342220683277>

CALL TO ORDER BY CHAIRMAN – 6:00 PM

ROLL CALL

PRESENT

Chairman Greg Follet
Vice-Chair Francie Bomer
Commissioner Giff Kriebel
Commissioner Judith Dockery
Commissioner Michelle Walker
Commissioner Aaron Derwingson
Alternate Commissioner Dan Bush

ABSENT

Commissioner Brian Colby
Commissioner Kenneth Layton

APPROVAL OF THE MINUTES

1. October 10, 2023 - Draft Minutes

Motion to approve the minutes made by Commissioner Kriebel, Seconded by Commissioner Dockery.
Voting Yea: Chairman Follet, Vice-Chair Bomer, Commissioner Kriebel, Commissioner Dockery,
Commissioner Walker, Commissioner Derwingson, Alternate Commissioner Bush

MOTION PASSED.

UNSCHEDULED CITIZENS- NA

AMENDMENT(S) TO AGENDA- NA

PUBLIC HEARINGS

Public Hearings will follow the following procedure:

- | | |
|---|--|
| A. Open Public Hearing | E. Public Input |
| B. Proof of Publication | F. Close Public Hearing |
| C. Staff Review of Application/Proposal | G. Commission Discussion |
| D. Applicant's Presentation (if applicable) | H. Commission Decision or Recommendation |

2. **Flour Mill Annexation** - The applicant, Biker Baker LLC, represented by Rob Gartzman submitted a complete application to annex the property located at 6907 County Road 105 on September 13, 2023 along with an application for Zoning to be considered during a separate hearing.

A. Open Public hearing – 6:02 pm

B. Proof of Publication –

C. Staff Review– Planner Jefferson reviewed the application.

D. Applicant's Presentation– Mark Gartzman was present in person. Rob Gartzman and Jordan Yoder were present online.

- E. Public Input –** Deb Coquoz-Shuey spoke during Public Input.
- F. Close Public Hearing –** 6:21 pm
- G. Commissioner Discussion –**
- H. Commission Recommendation –**

Motion made by Vice-Chair Bomer to recommend City Council approve the proposed Flour Mill Annexation as it meets the findings of fact for annexation subject to the following recommended conditions to be included in the annexation agreement as stated by staff. First, that the new residential units constructed on the property shall meet the inclusionary housing requirements of Article XIII of Chapter 16 of the Salida Municipal Code at the time of building permit submittal. That two, the residential dwelling units constructed on the property shall meet the requirements of Land Use Code Sec. 16-6-140, Fair Contributions to Public School Sites at the time of issuance of building permit and three, the Fees in Lieu of open space shall be provided, in an amount then in effect, at the time of issuance of a building permit for new residential units constructed on the property,

Seconded by Commissioner Walker.

Voting Yea: Chairman Follet, Vice-Chair Bomer, Commissioner Kriebel, Commissioner Dockery, Commissioner Walker, Commissioner Derwingson, Alternate Commissioner Bush

THE MOTION PASSED.

- 3. Flour Mill Zoning -** The applicant, Biker and Baker Holdings, is requesting a zoning designation of High Density Residential (R-3) should the property located at 6907 C.R. 105 be annexed.

- A. Open Public hearing –** 6:23 pm
- B. Proof of Publication –**
- C. Staff Review–** Planner Jefferson reviewed the application.
- D. Applicant's Presentation-** Mark Gartzman was present in person. Rob Gartzman and Jordan Yoder were present online.
- E. Public Input –** Ned Suesse, Steve Shuey and Curt Shuey spoke during Public Input.
- F. Close Public Hearing –** 6:34 pm
- G. Commissioner Discussion –**
- H. Commission Recommendation –**

Motion made by Vice-Chair Bomer to recommend City Council approve the proposed zoning of the Flour Mill Annexation site to High-Density Residential (R-3) Zone District, as it meets the review standards for a zoning/rezoning, Seconded by Commissioner Kriebel.

Voting Yea: Chairman Follet, Vice-Chair Bomer, Commissioner Kriebel, Commissioner Dockery, Commissioner Walker, Commissioner Derwingson, Alternate Commissioner Bush

THE MOTION PASSED.

- 4. Major Impact Review - Flour Mill Planned Development and Major Subdivision -** Following approval of the Flour Mill Annexation of the 2-acre property into the City of Salida, and zoning of High-Density Residential (R-3) the applicant, Biker Baker Holdings, is requesting approval of a Major Impact Review for a Planned Development Overlay and Major Subdivision of the property located at 6907 C.R. 105. Below are the requests:

A: Major Impact Review approval of a Planned Development Overlay for the following deviations to the Dimensional Standards:

- Lots 11 and 12 will have frontage off of the private parking lot and not a public street
- Increased density
- Increased height allowed for Lots 10, 11 and 13
- Reduced minimum lot size for Lots 1, 2, 3 and 4

- Reduced minimum lot frontage for the single-family and Laundromat lots
- Reduced minimum setbacks - reduced minimum front and rear setbacks
- Increased maximum Lot Coverage with structures for Lots 10, 11 and 13
- Increased maximum Lot Coverage for uncovered parking/access for Lot 14 (parking lot)
- Reduced minimum Landscape area for Lot 14
- Modified Schedule of Uses

The applicant is proposing to deed restrict 50% of the units within the development.

A. Open Public hearing – 6:37 pm

B. Proof of Publication –

C. Staff Review– Planner Jefferson reviewed the application.

D. Applicant's Presentation- Rob Gartzman, applicant, Ken Puncerelli and Jordan Yoder, architects, spoke on the application online.

E. Public Input – Ned Suesse, Mary Branson, Suzette Megyeri, Simonne Laylin, Deb Coquoz-Shuey, Steve Shuey, Shawn Shuey, Curt Shuey, Wayles Martin, Eric Warner, Kristen Homer, "Salty" Riggs, Abby Peters, Mark Gartzman, and Lee Shuey spoke during Public Input.

F. Close Public Hearing –7:52 pm

Commission took a brief recess at 7:52 pm and returned at 8:00 pm.

G. Commissioner Discussion –

H. Commission Recommendation –

Motion to continue until the next regular meeting on November 27th made by Vice-Chair Bomer, Seconded by Commissioner Kriebel.

Voting Yea: Chairman Follet, Vice-Chair Bomer, Commissioner Kriebel, Commissioner Dockery, Commissioner Walker, Commissioner Derwingson, Alternate Commissioner Bush

THE MOTION PASSED.

B: Approval of a Major Subdivision to subdivide the above-described property into 12 residential lots, one (1) lot for a laundromat and one (1) lot for the HOA maintained parking lot.

Motion to continue until the next regular meeting on November 27th made by Vice-Chair Bomer, Seconded by Commissioner Walker.

Voting Yea: Chairman Follet, Vice-Chair Bomer, Commissioner Kriebel, Commissioner Dockery, Commissioner Kriebel, Commissioner Derwingson, Alternate Commissioner Bush

THE MOTION PASSED.

UPDATES: Community Development Director Almquist provided updates.

COMMISSIONERS' COMMENTS

ADJOURN With no further business to come before the Commission, the meeting adjourned at 8:46 p.m



PLANNING COMMISSION REGULAR MEETING

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

November 27, 2023 - 6:00 PM

MINUTES

Email public comments to: planning@cityofsalida.com

Please register for the Planning Commission meeting:
<https://attendee.gotowebinar.com/rt/1909092342220683277>

CALL TO ORDER BY CHAIRMAN – 6:00 PM

ROLL CALL

PRESENT

Chairman Greg Follet
 Vice-Chair Francie Bomer
 Commissioner Giff Kriebel
 Commissioner Judith Dockery
 Commissioner Michelle Walker
 Commissioner Brian Colby
 Commissioner Aaron Derwingson
 Alternate Commissioner Dan Bush
 Alternate Commissioner Kenny Layton

APPROVAL OF THE MINUTES

1. October 23, 2023 - Draft Minutes

Motion to approve the minutes made by Vice-Chair Bomer, Seconded by Commissioner Dockery.
 Voting Yea: Chairman Follet, Vice-Chair Bomer, Commissioner Kriebel, Commissioner Dockery,
 Commissioner Walker, Commissioner Colby, Commissioner Derwingson

THE MOTION PASSED.

UNSCHEDULED CITIZENS: NA

AMENDMENT(S) TO AGENDA: NA

PUBLIC HEARINGS

Public Hearings will follow the following procedure:

- | | |
|---|--|
| A. Open Public Hearing | E. Public Input |
| B. Proof of Publication | F. Close Public Hearing |
| C. Staff Review of Application/Proposal | G. Commission Discussion |
| D. Applicant's Presentation (if applicable) | H. Commission Decision or Recommendation |

2. **HRRMC Limited Impact Review 7164 C.R. 154** - The request is to receive limited impact review approval to construct a two-story, ten (10) unit building for employee housing and hospitality units on Lot 8R of the HRRMC Medical Campus located at 7164 C.R. 154. The property is within the Commercial (C-1) zone district and the HRRMC Planned Development.

A. Open Public hearing – 6:02 pm

B. Proof of Publication –

C. Staff Review– Planner Jefferson reviewed the application.

D. Applicant's Presentation- Scott Brown, the representative for Heart of the Rockies Regional Medical Center, and Tracey Vandaveer, the representative from Crabtree Group, were present and spoke on the application.

- E. Public Input – NA**
- F. Close Public Hearing – 6:11 pm**
- G. Commissioner Discussion –**
- H. Commission Decision –**

Motion to approve the HRRMC Limited Impact Review application to construct employee housing and hospitality units on Lot 8R of the HRRMC Medical Campus located at 7164 C.R. 154 as it meets the review standards for limited impact review, subject to the recommended staff condition for the three year expiration made by Vice-Chair Bomer, Seconded by Commissioner Kriebel.
Voting Yea: Chairman Follet, Vice-Chair Bomer, Commissioner Kriebel, Commissioner Dockery, Commissioner Walker, Commissioner Colby, Commissioner Derwingson

THE MOTION PASSED.

Commissioners Colby and Layton recused themselves from the Flour Mill Planned Development and Major Subdivision since they were not present during the first meeting.

- 3. The Flour Mill Planned Development and Major Subdivision (Continued from the October 23, 2023 Planning Commission meeting)** - the applicant, Biker Baker Holdings LLC, is requesting approval of a Major Impact Review for a Planned Development Overlay and Major Subdivision of the property located at 6907 C.R. 105. Below are the requests:

A: Major Impact Review approval of a Planned Development Overlay for the following deviations to the Dimensional Standards:

- Lots 11 and 12 will have frontage off of the private parking lot and not a public street
- Increased density
- Increased height allowed for Lots 10, 11 and 13
- Reduced minimum lot size for Lots 1, 2, 3 and 4
- Reduced minimum lot frontage for the single-family and Laundromat lots
- Reduced minimum setbacks - reduced minimum front and rear setbacks
- Increased maximum Lot Coverage with structures for Lots 10, 11 and 13
- Increased maximum Lot Coverage for uncovered parking/access for Lot 14 (parking lot)
- Reduced minimum Landscape area for Lot 14
- Modified Schedule of Uses

The applicant is proposing to deed restrict 50% of the units within the development.

- A. Open Public hearing – 6:16 pm**
- B. Proof of Publication –**
- C. Staff Review–** Planner Jefferson reviewed the continued application.
- D. Applicant's Presentation-** Rob Gartzman, the applicant, was present and spoke on the application.
- E. Public Input –** Merrell Bergin, Ashley Kappel, Joyce Bartz, Scott Brown, Jake Rishavy, Read McCulloch, Wayles Martin, Simonne Laylin, Suzette Megyeri, Steve Shuey, Eric Warner, Cory "Salty" Riggs, Betsy Dittenber, Ned Suesse (online) & Scott Simmons (online) gave public input.

Planning Commission took a short recess at 7:46pm and returned from break at 7:50pm

- F. Close Public Hearing – 7:51pm**
- G. Commissioner Discussion –**
- H. Commission Recommendation –**

Motion made by Vice-Chair Bomer, Seconded by Commissioner Kriebel to recommend City Council approve the Flour Mill Planned Development Overlay with the following conditions recommended by staff and plat notes: The Commission recommended adding language to condition #'s 3, 4 and 5 and added an 11th condition regarding short-term rentals.

1. That the applicant shall provide fifty (50) percent of the units within the development as permanently deed-restricted.
2. In Phase 1, (Single-family and Duplex homes)- A certificate of occupancy must be issued for one (1) single-family unit meeting the for-sale Inclusionary Housing deed restriction, prior to issuance of certificate of occupancy of the 6th market rate for-sale unit.
3. In Phase 2, (First Condominium Buildings)- will be amended to add the number of units in each of the multi-family buildings, there will be 16 studios and 4 two-bedrooms in each of the buildings. In the for-sale condominium building there will be one deed restricted two-bedroom unit and six deed restricted studio units.
4. In Phase 2, (Second Condominium Buildings)- will be amended to add the number of units in each of the multi-family buildings, there will be 16 studios and 4 two-bedrooms in each of the buildings. In the for-sale condominium building there will be one deed restricted two-bedroom unit and six deed restricted studio units.
5. In Phase 3, the apartment building where 16 studios will be at 80% AMI and 4 two-bedroom units will be at 100% AMI.
6. That new residential dwelling units constructed on the property shall meet the requirements of Land Use Code Sec. 16-6-140, Fair Contributions to Public School Sites, at the time of issuance of a building permit.
 - a. > The deed restricted units are exempted from paying the fees in lieu of Fair Contributions for Public School sites.
7. Fees in lieu of open space shall be provided, in an amount then in effect, at the time of issuance of a building permit for new residential units constructed on the property.
8. The applicant must meet the requirements of the Public Works Director and City Engineering Consultants prior to second reading and public hearing of the Ordinance.
9. That the pedestrian access trail on the western side of the property be the same 10' width as the adjoining property for pedestrian connections.
10. At the time of development, the applicant is required to pay \$8,851.61 for the Confluent Park pressure reducing valve reimbursement agreement recorded at reception #470651.
11. That there shall be no short term rentals permitted which should be noted on the Plat and in the Subdivision improvement and inclusionary housing agreement.

Voting Yea: Chairman Follet, Vice-Chair Bomer, Commissioner Kriebel, Commissioner Derwingson, Alternate Commissioner Bush

Voting Nay: Commissioner Dockery, Commissioner Walker

THE MOTION PASSED.

B: Approval of a Major Subdivision to subdivide the above-described property into 12 residential lots, one (1) lot for a laundromat and one (1) lot for the HOA maintained parking lot.

Motion made by Vice-Chair Bomer, Seconded by Commissioner Kriebel to recommend Council approve the Flour Mill Major Subdivision and staff recommends the following conditions; The Commission recommended adding language to condition #'s 6, 7 and 8 and added a 9th condition regarding short-term rentals.

1. The following plat notes to be updated on the Major Subdivision Plat prior to recording the subdivision:

a. As required under Section 16.6.140 of the Salida Municipal Code, a payment in lieu of land dedication for Fair Contributions for Public School Sites shall be paid prior to issuance of a building permit for any new residence constructed. ➤ The deed restricted units are exempted from paying the fees in lieu of Fair Contributions for Public School sites.

b. As required under Section 16-6-120(8), Parks, Trails and Open Space of the Salida Municipal Code, a fee in lieu shall be provided for open space prior to the issuance of a building permit for any new residence constructed.

2. The applicant must meet the requirements of the Public Works Director and City Engineering Consultants prior to second reading and public hearing of the Ordinance.

3. Prior to recordation of the subdivision plat, developer shall enter into a Subdivision Improvement and Inclusionary Housing agreement that guarantees the construction of the public improvements that are required for the project and that Article XIII Inclusionary Housing of the Land Use Code requirements are met.

4. That the applicant shall provide fifty (50) percent of the units within the development as permanently deed-restricted.

5. In Phase 1, (Single Family and Duplex Homes) a certificate of occupancy must be issued for one (1) single-family unit meeting the for-sale Inclusionary Housing deed restriction, prior to issuance of certificate of occupancy of the 6th market rate for-sale unit.

6. In Phase 2, (First condominium Building) seven out of the twenty condominium units must be permanently deed restricted. In each of the for-sale condominium buildings there will be one deed restricted two-bedroom unit and six deed restricted studio units and to clarify the language that there will be 16 studios and 4 two-bedrooms will be in all three condominium buildings. Will be amended to add the number of units in each of the multi-family buildings, there will be 16 studios and 4 two-bedrooms in the building.

7. In Phase 2, - Seven (7) out of the 20 condominium units must be permanently deed restricted meeting the parameters of the for-sale Inclusionary Housing policy, prior to certificate of occupancy of the second condominium building in Phase 2. A certificate of occupancy will not be issued to each individual condominium unit but to the entire building. The average sales price of the affordable housing unit (studios) shall not exceed a price affordable to households earning up to one hundred (100) percent AMI for Chaffee County. Will be amended to add the number of units in each of the multi-family buildings, there will be 16 studios and 4 two-bedrooms in the building.

8. In Phase 3, All 20 rental units in the apartment building will be permanently deed-restricted meeting the Inclusionary Housing parameters for rental units, prior to certificate of occupancy of the apartment building in Phase 3. At least fifty (50) percent of all provided units shall be priced affordable to households earning up to eighty (80) percent of the AMI for Chaffee County. Studio units rented above eighty (80) percent AMI for Chaffee County shall not be eligible to satisfy inclusionary housing requirements. Will be amended to add the number of units in each of the multi-family buildings, there will be 16 studios and 4 two-bedrooms in the building.

9. That there shall be no short term rentals permitted which should be noted on the Plat and in the Subdivision improvement and inclusionary housing agreement.

Motion made by Commissioner Bush and seconded by Vice-Chair Bomer, to amend the Flour Mill Major Subdivision to require in each of the for-sale condominium buildings that "at least" one of the two-bedroom units out of the required seven units be permanently deed restricted and recommended that Council approve the same language in the Flour Mill Planned Development conditions.

Voting Yea: Voting Yea: Chairman Follet, Vice-Chair Bomer, Commissioner Kriebel, Commissioner Derwingson, Alternate Commissioner Bush, Commissioner Walker

Voting Nay: Commissioner Dockery

THE AMENDMENT PASSED.

Returning to the original motion as amended:

Voting Yea: Chairman Follet, Vice-Chair Bomer, Commissioner Kriebel, Commissioner Derwingson, Alternate Commissioner Bush

Voting Nay: Commissioner Dockery, Commissioner Walker

THE MOTION PASSED.

UPDATES Director Almquist and Planner Jefferson provided updates.

COMMISSIONERS' COMMENTS

ADJOURN: The meeting was adjourned at 8:30 pm

**CITY OF SALIDA, COLORADO
ORDINANCE NO. 20
SERIES OF 2023**

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA,
COLORADO APPROVING THE FLOUR MILL MAJOR IMPACT REVIEW FOR A
PLANNED DEVELOPMENT OVERLAY AND MAJOR SUBDIVISION OF THE 2
ACRE PARCEL LOCATED AT 6907 C.R. 105**

WHEREAS, the City of Salida Planning Commission conducted a public hearing on the Major Impact Review Application request on October 23, 2023 and November 27, 2023 for a Planned Development Overlay and Major Subdivision for the property located at 6907 C.R. 105 and forwarded to the City Council its recommendation that the subject property be approved, with conditions, as a Planned Development Overlay pursuant to the attached Flour Mill Planned Development Plat, illustrated on Exhibit A; and

WHEREAS, the City of Salida Planning Commission reviewed and recommended approval, with conditions, the Flour Mill Major Subdivision a fourteen (14) lot subdivision within the planned development overlay, illustrated on Exhibit B; and

WHEREAS, the project is consistent with the purpose, conditions and evaluation standards for planned development districts; and

WHEREAS, the proposal for the subject property is consistent with the policies and goals of the City's land use regulations and Comprehensive Plan, and will advance the public interest and welfare; and

WHEREAS, after the positive recommendation was forwarded to the City Council, a public hearing was held by the Salida City Council on January 2, 2024.

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

Section One

That the entirety of the property comprising the Flour Mill Planned Development, to wit, the 2 acres is hereby zoned High Density Residential (R-3) with a Planned Development Overlay as shown on the Flour Mill Planned Development plat and Major Subdivision attached to this ordinance as Exhibit A and Exhibit B.

Section Two

Upon this approval by the City Council, the Flour Mill Planned Development Overlay shall be considered a site specific development plan and granted a vested property right. The City Council is approving the vested property right subject to the terms and conditions contained in the development plan and this ordinance, and failure to abide by such terms and conditions may, at the option of the City Council, after a public hearing, result in the forfeiture of vested property rights.

Section Three

Upon this approval by the City Council, the applicant shall submit a final Mylar of Exhibit A and Exhibit B; and incorporating the following conditions of approval for the Mayor's signature and recordation.

Conditions of approval for the Flour Mill Planned Development:

1. The applicant shall provide fifty percent (50%) of the units within the development as permanently deed-restricted, with such deed restriction language to be approved by the City Attorney before recordation. Because the applicant is exceeding the required number of inclusionary housing units and targeting levels below the range specified in the code, Land Use Code Sec. 16-13-60(2) creating parity across the levels of affordability is waived. Conditions 2, 3, 4, 5 and 6 below shall be added as plat notes to the planned development plat regarding the timing of the deed-restrictions.
2. Phase 1 (Single-family and Duplex homes) - A certificate of occupancy must be issued for one (1) single-family unit meeting the for-sale Inclusionary Housing deed restriction, prior to issuance of certificate of occupancy of the 6th market rate for-sale unit in Phase 1. The average sales price of the affordable housing unit shall not exceed a price affordable to households earning one hundred forty percent (140%) AMI for Chaffee County.
3. Phase 2 (First Condominium building) - Seven (7) out of the 20 condominium units must be permanently deed restricted meeting the parameters of the for-sale Inclusionary Housing policy, prior to certificate of occupancy of the first condominium building in Phase 2. A certificate of occupancy will not be issued to each individual condominium unit but to the entire building. The average sales price of the affordable housing unit (studios) shall not exceed a price affordable to households earning up to one hundred percent (100%) AMI for Chaffee County.
4. Phase 2 (Second Condominium building) - Seven (7) out of the 20 condominium units must be permanently deed restricted meeting the parameters of the for-sale Inclusionary Housing policy, prior to certificate of occupancy of the second condominium building in Phase 2. A certificate of occupancy will not be issued to each individual condominium unit but to the entire building. The average sales price of the affordable housing unit (studios) shall not exceed a price affordable to households earning up to one hundred percent (100%) AMI for Chaffee County.
5. In the multifamily condominium buildings, there will be sixteen (16) studios and four (4) two-bedrooms in each of the buildings. In the for-sale condominium building, there will be at least one (1) deed restricted two-bedroom unit and six (6) deed restricted studio units.

6. Phase 3 (Apartment building)- All 20 rental units in the apartment building will be permanently deed-restricted meeting the Inclusionary Housing parameters for rental units, prior to certificate of occupancy of the apartment building in Phase 3. At least fifty percent (50%) of all provided units shall be priced affordable to households earning up to eighty percent (80%) of the AMI for Chaffee County. Studio units rented above eighty percent (80%) AMI for Chaffee County shall not be eligible to satisfy inclusionary housing requirements.
 - The apartment building will have sixteen (16) studios rented at 80% AMI and four (4) two-bedroom units rented at 100% AMI.
7. That new residential dwelling units constructed on the property shall meet the requirements of Land Use Code Sec. 16-6-140, Fair Contributions to Public School Sites, at the time of issuance of a building permit.
 - The deed restricted units are exempted from paying the fees in lieu of Fair Contributions for Public School sites.
8. Fees in lieu of open space shall be provided, in an amount then in effect, at the time of issuance of a building permit for new residential units constructed on the property.
9. The applicant must meet the requirements of the Public Works Director and City Engineering Consultants prior to second reading and public hearing of the Ordinance.
10. That the pedestrian access trail on the western side of the property be the same 10' width as the adjoining property for pedestrian connections.
11. At the time of development, the applicant is required to pay \$8,851.61 for the Confluent Park pressure reducing valve reimbursement agreement recorded at reception #470651.
12. No short-term rentals allowed within the Flour Mill Planned Development.

Conditions of approval for the Flour Mill Major Subdivision:

1. The following plat notes to be updated on the Major Subdivision Plat prior to recording the subdivision:
 - a. As required under Section 16.6.140 of the Salida Municipal Code, a payment in lieu of land dedication for Fair Contributions for Public School Sites shall be paid prior to issuance of a building permit for any new residence constructed.
 - The deed restricted units are exempted from paying the fees in lieu of Fair Contributions for Public School sites.

- b. As required under Section 16-6-120(8), Parks, Trails and Open Space of the Salida Municipal Code, a fee in lieu shall be provided for open space prior to the issuance of a building permit for any new residence constructed.
- 2. The applicant must meet the requirements of the Public Works Director and City Engineering Consultants prior to second reading and public hearing of the Ordinance.
- 3. Prior to recordation of the subdivision plat, developer shall enter into a Subdivision Improvement and Inclusionary Housing agreement that guarantees the construction of the public improvements that are required for the project and that Article XIII Inclusionary Housing of the Land Use Code requirements are met.
- 4. The applicant shall provide fifty percent (50%) of the units within the development as permanently deed-restricted. Because the applicant is exceeding the required number of inclusionary housing units and targeting levels below the range specified in the code, Land Use Code Sec. 16-13-60(2) creating parity across the levels of affordability is waived. Conditions 5, 6, 7, 8 and 9 below shall be added as plat notes to the major subdivision plat regarding the timing of the deed-restrictions.
- 5. Phase 1 (Single-family and Duplex homes) - A certificate of occupancy must be issued for one (1) single-family unit meeting the for-sale Inclusionary Housing deed restriction, prior to issuance of certificate of occupancy of the 6th market rate for-sale unit in Phase 1. The average sales price of the affordable housing unit shall not exceed a price affordable to households earning one hundred forty percent (140%) AMI for Chaffee County.
- 6. Phase 2 (First Condominium building) - Seven (7) out of the 20 condominium units must be permanently deed restricted meeting the parameters of the for-sale Inclusionary Housing policy, prior to certificate of occupancy of the first condominium building in Phase 2. A certificate of occupancy will not be issued to each individual condominium unit but to the entire building. The average sales price of the affordable housing unit (studios) shall not exceed a price affordable to households earning up to one hundred percent (100%) AMI for Chaffee County.
- 7. Phase 2 (Second Condominium building) - Seven (7) out of the 20 condominium units must be permanently deed restricted meeting the parameters of the for-sale Inclusionary Housing policy, prior to certificate of occupancy of the second condominium building in Phase 2. A certificate of occupancy will not be issued to each individual condominium unit but to the entire building. The average sales price of the affordable housing unit (studios) shall not exceed a price affordable to households earning up to one hundred percent (100%) AMI for Chaffee County.
- 8. In each of the multi-family condominium buildings, there will be sixteen (16) studios and four (4) two-bedrooms. In the for-sale condominium buildings, there will be at least one (1) deed restricted two-bedroom unit and six (6) deed restricted studio units.

9. Phase 3 (Apartment building)- All 20 rental units in the apartment building will be permanently deed-restricted meeting the Inclusionary Housing parameters for rental units, prior to certificate of occupancy of the apartment building in Phase 3. At least fifty percent (50%) of all provided units shall be priced affordable to households earning up to eighty percent (80%) of the AMI for Chaffee County. Studio units rented above eighty percent (80%) AMI for Chaffee County shall not be eligible to satisfy inclusionary housing requirements.

- The apartment building will have sixteen (16) studios rented at 80% AMI and four (4) two-bedroom units rented at 100% AMI.

10. No short-term rentals allowed within the Flour Mill Major Subdivision.

Section Four

The City Clerk is hereby directed to undertake the following actions upon the adoption of this Ordinance:

1. Publish this Ordinance in a newspaper of general circulation in the City of Salida.
2. Following recording of the Mylar, the Clerk shall promptly amend the official city zoning district map to incorporate and reflect the planned development overlay of the subject property.

Vertical metal baluster

Section Five

This Ordinance shall not have any effect on existing litigation and shall not operate as an abatement of any action or proceeding now pending under or by virtue of any ordinance repealed or amended as herein provided, and the same shall be construed and concluded under such prior ordinances.

Section Six

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 ____ day of _____, 2023, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation by the City Council on this ____ day of _____, 2023, and set for second reading and public hearing on the ____ day of _____, 2024.

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

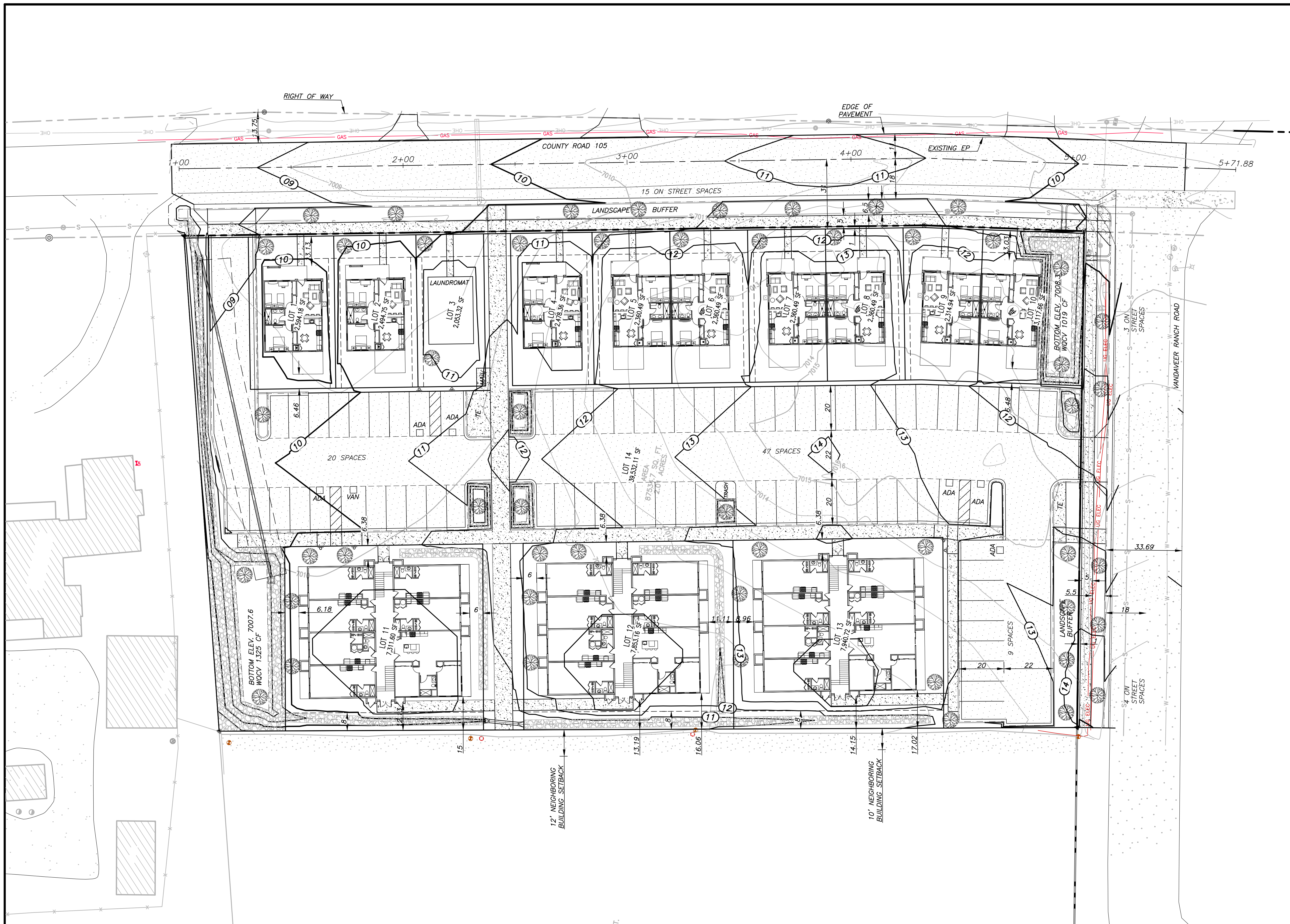
City of Salida

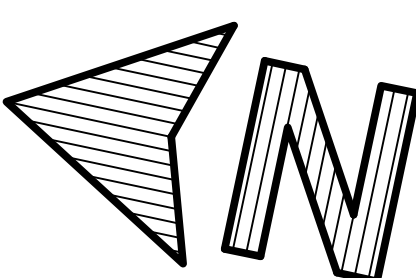
Dan Shore, Mayor

ATTEST:

City Clerk/Deputy City Clerk

APPR.	DATE
REVISION	AGENCY





GRAPHIC SCALE

20' 0 20' 40' 60'

(CONTOUR INTERVAL = 1 FOOT)

LEGEND

- EASEMENT LINE
- - - - - EXISTING CONTOUR
- 10 --- PROPOSED CONTOUR
- [Pattern] NEW ASPHALT PARKING
- [Pattern] NEW CONCRETE SIDEWALK
- [Pattern] NEW ROCK COBBLE
- [Symbol] NEW TREE

PRIVATE ENGINEER'S NOTES TO CONTRACTOR

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS TO THE BEST OF OUR KNOWLEDGE. THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS, OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS.


CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE COUNTY, THE CITY, THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

PREPARED FOR:
BIKER BAKER HOLDINGS, LLC
129 W SACKETT AVE, UNIT C
SALIDA, CO 81201
PHONE: 303-903-4620

PREPARED UNDER THE DIRECTION OF: _____ DATE _____

WILLIAM B. HUSSEY CRABTREE GROUP, INC.
L.C.E. NO. 56989 EXP. DATE 10/31/23

PREPARED BY:



CRABTREE GROUP INC.
ENGINEERING SMART GROWTH™

328 D STREET
SALIDA, CO 81201
PH: 719-539-1675

918 CUYAMA ROAD
OJAI, CA 93023
PH: 719-221-1799

SEAL

DATE BY MARK
ENGINEER

REVISIONS			APPR.	DATE
DATE	BY	MARK	REVISION AGENCY	

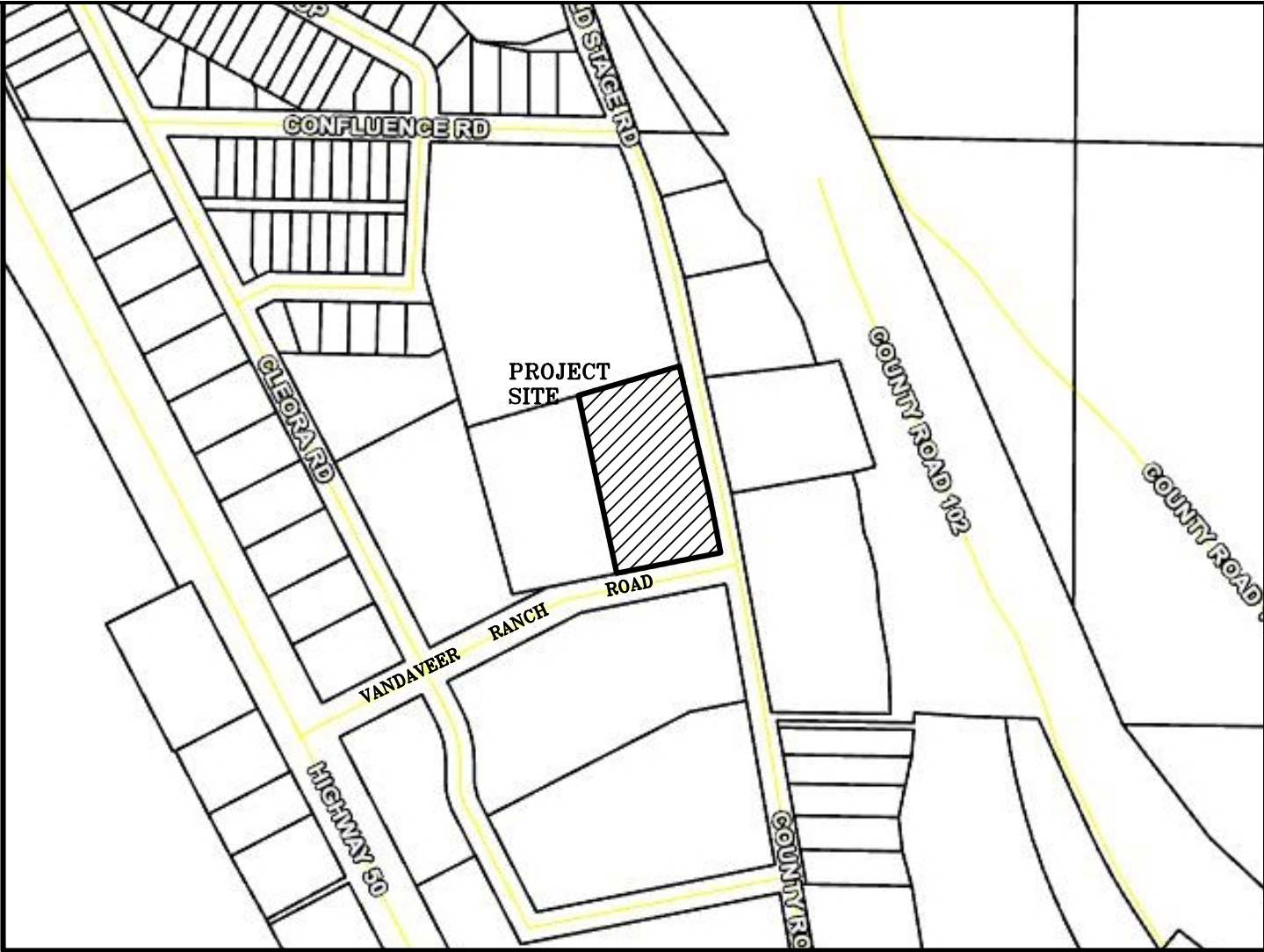
CITY OF SALIDA

DESIGNED BY BH	APPROVED BY:
DRAWN BY BH, RP	
CHECKED BY BH	AGENCY HEAD DATE
SCALE 1"=20'	BENCHMARK: A 1-1/2" ALUMINUM CAP STAMPED "LS 37937" ON THE NORTH-EAST CORNER OF THE SUBJECT PROPERTY WITH AN ELEVATION OF 7009.66'
DATE SEP. 2023	

THE FLOUR MILL SALIDA, CO	SHEET NO. 2
PD PLAN PLAN	OF 2 SHTS.
	PROJECT NO. 22020

15/2/2023 10:47:20AM 0807 C39 105 120 56989 122020 PD PLAN 08/12/2023 4:23:19 PM

EXHIBIT B

VICINITY MAP
NOT TO SCALE

CERTIFICATION OF TITLE

_____, A LICENSED TITLE INSURANCE AGENT IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE PROPERTY HEREBY DEDICATED AND AS SHOWN AND DESCRIBED ON THIS PLAT AND FOUND TITLE VESTED IN BIKER BAKER HOLDINGS, LLC, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES EXCEPT AS LISTED BELOW:

DATED THIS _____ DAY OF _____, 20__.

TITLE AGENT

ACKNOWLEDGMENT OF LIEN HOLDER

HIGH COUNTRY BANK, AS LIEN HOLDER, HEREBY ACKNOWLEDGES AND APPROVES THE TERMS, CONDITIONS AND DEDICATION AS DISCLOSED UPON THIS PLAT.

REPRESENTATIVE	DATE
COUNTY OF _____)) SS.	
STATE OF _____)	

THE FORGOING ACKNOWLEDGMENT OF LIEN HOLDER WAS ACKNOWLEDGED BEFORE ME
THIS ____ DAY OF _____ 20____, BY _____. WITNESS MY HAND AND
SEAL.

MY COMMISSION EXPIRES _____.

NOTARY PUBLIC

GENERAL NOTES

1) BASIS OF BEARING FOR THIS SURVEY IS GRID NORTH FROM COLORADO STATE PLANE COORDINATE SYSTEM CENTRAL ZONE, BASED ON G.P.S. OBSERVATIONS ALONG THE NORTHERN RIGHT-OF-WAY OF VANDAVEVER RANCH ROAD BETWEEN A 1 1/2" ALUMINUM CAP STAMPED "LS 37937" AND A 1 1/2" ALUMINUM CAP STAMPED "LS 16117" HAVING A BEARING OF NORTH 78°47'57" EAST.

2) THIS SURVEY WAS PERFORMED IN CONJUNCTION WITH WESTCOR LAND TITLE INSURANCE COMPANY (CENTRAL COLORADO TITLE AND ESCROW), COMMITMENT NO. 22-20579, DATED AUGUST 15, 2022.

3) ZONE: P.D.

4) FEES-IN-LIEU FOR OPEN SPACE AND FOR FAIR CONTRIBUTIONS TO SCHOOLS SHALL BE REQUIRED PRIOR TO CERTIFICATE OF OCCUPANCY FOR ALL UNITS.

5) THE SUBDIVISION HAS COMPLIED WITH CHAPTER 16 OF THE SALIDA MUNICIPAL CODE AND IS SUBJECT TO THE TERMS OF THE EXECUTED SUBDIVISION IMPROVEMENT AND INCLUSIONARY HOUSING AGREEMENT, AS RECORDED AT RECEPTION NO. _____.

6) UNDERGROUND UTILITIES SHOWN AS MARKED ON THE SURFACE BY UTILITY NOTIFICATION CENTER OF COLORADO AND OTHERS, LANDMARK SURVEYING AND MAPPING ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF ANY UNDERGROUND UTILITIES DEPICTED HEREON.

CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL PERSONS BY THESE PRESENTS THAT BIKER BAKER HOLDINGS, LLC, THE FEE OWNER OF THE FOLLOWING DESCRIBED PROPERTY:

LOT 3
TRIPLE T RANCH MINOR SUBDIVISION
PER PLAT RECORDED NOVEMBER 30, 2015 AS RECEPTION NO. 423912
CHAFFEE COUNTY, COLORADO

HAS LAID-OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS AND EASEMENTS, AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF:

THE FLOUR MILL

THE UNDERSIGNED HEREBY DEDICATE TO THE PUBLIC UTILITIES THE RIGHT TO INSTALL, MAINTAIN AND OPERATE MAINS, TRANSMISSION LINES, SERVICE LINES AND APPURTENANCES TO PROVIDE SUCH UTILITY SERVICE WITHIN SAID SUBDIVISION OF PROPERTY CONTIGUOUS THERETO, UNDER, ALONG AND ACROSS UTILITY EASEMENTS AS SHOWN ON SAID PLAT.

IN WITNESS WHEREOF THE UNDERSIGNED HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS _____ DAY
OF _____ 20____

BY: _____ (BIKER BAKER HOLDINGS, LLC REPRESENTATIVE)

COUNTY OF CHAFFEE)
) ss.
STATE OF COLORADO)

THE FORGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20____, BY _____
(BIKER BAKER HOLDINGS, LLC REPRESENTATIVE). WITNESS MY HAND AND SEAL.

MY COMMISSION EXPIRES _____.

NOTARY PUBLIC

CITY COUNCIL APPROVAL

THIS PLAT IS APPROVED FOR FILING AND THE CITY HEREBY ACCEPTS THE DEDICATION OF THE EASEMENTS SHOWN HEREON.

SIGNED THIS ____ DAY OF _____. 202__
CITY OF SALIDA

BY: _____
MAYOR

CLERK AND RECORDER'S CERTIFICATE

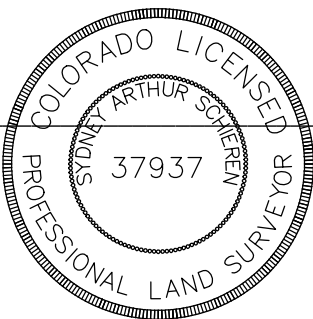
THIS PLAT WAS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF CHAFFEE COUNTY, COLORADO, AT _____ .M.
ON THIS _____ DAY OF _____, 20____ UNDER RECEPTION NUMBER _____.

CHAFFEE COUNTY CLERK AND RECORDER

LAND SURVEYOR'S CERTIFICATE

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

SYDNEY A. SCHIEREN
COLORADO PLS. 37937



REVISED:

JOB # 22097

DATE: SEPTEMBER 11, 2023

SHEET 1 OF 2

THE FLOUR MILL

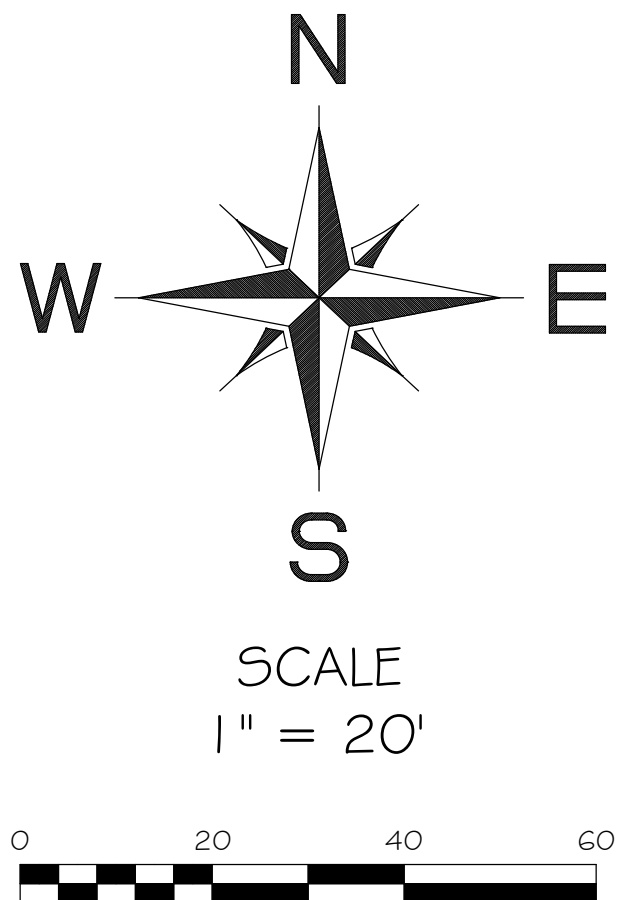
A MAJOR SUBDIVISION OF LOT 3
TRIPLE T RANCH MINOR SUBDIVISION
CITY OF SALIDA
CHAFFEE COUNTY, COLORADO



LANDMARK
SURVEYING & MAPPING
P.O. BOX 668 SALIDA, CO 81201
PH 719.539.4021 FAX 719.539.4031

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

THE FLOUR MILL
A MAJOR SUBDIVISION OF LOT 3
TRIPLE T RANCH MINOR SUBDIVISION
CITY OF SALIDA
CHAFFEE COUNTY, COLORADO



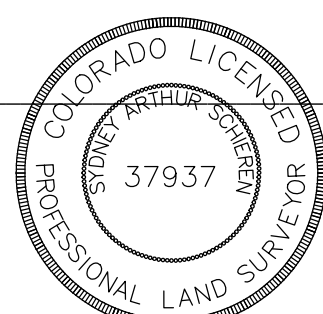
LEGEND

- 1/2" ALUM. CAP LS 16117
- PREVIOUSLY SET 1/2" ALUM. CAP LS 37937
- SET 1/2" ALUM. CAP LS 37937 FOR THIS SURVEY
- ELECTRIC METER
- ELECTRIC TRANSFORMER
- POWER POLE
- SEWER CLEAN OUT
- SEWER MAN HOLE
- TELEPHONE PEDESTAL
- WATER VALVE
- UTILITY VAULT
- FIRE HYDRANT
- FENCE
- OVERHEAD UTILITY
- UNDERGROUND SEWER
- UNDERGROUND GAS LINE
- UNDERGROUND ELECTRIC
- UNDERGROUND TELEPHONE
- UNDERGROUND WATER LINE

LAND SURVEYOR'S CERTIFICATE

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

PRELIMINARY DRAFT
INTENDED FOR REVIEW BY CLIENT
SYDNEY A. SCHIEREN
COLORADO P.L.S. 37937



REVISED: _____

JOB # 22097

DATE: SEPTEMBER 11, 2023

SHEET 2 OF 2

THE FLOUR MILL

A MAJOR SUBDIVISION OF LOT 3
TRIPLE T RANCH MINOR SUBDIVISION
CITY OF SALIDA
CHAFFEE COUNTY, COLORADO



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



**PLANNING DEPARTMENT
PROJECT REVIEW TRANSMITTAL FORM**

ATTENTION: _____

DATE: September 25, 2023

- ☒ Salida Public Works
☒ **Salida Fire Chief**
☒ Salida Police Chief
☒ Salida Finance Department
☐ U.S. Postal Service
☐ U.S. Forest Service
☐ CO Dept. of Transportation
☒ City Consulting Engineer
☐ City Attorney
☒ Parks and Recreation Director

- ☒ Xcel Energy
☒ Atmos Energy
☒ Chaffee Co. Planning
☐ Army Corps of Engineers
☐ Division of Wildlife
☐ Town of Poncha Springs
☐ Chaffee Co. Building Official
☐ Historic Preservation Commission
☒ School District R-32-J
☐ Other:

APPLICANT: Biker Baker Holdings LLC (Rob Gartzman) PHONE: 303-903-4620EMAIL: rob@sweeties insalida.comPROPERTY LOCATION: 6907 C.R. 105

PROJECT DESCRIPTION: The owner submitted applications for Annexation, Zoning, Planned Development Overlay and Major Subdivision of the property located at 6907 C.R. 107

TENTATIVE MEETING DATES:

- | | |
|---|-----------------------------|
| <input checked="" type="checkbox"/> Planning Commission | <u>10/23/23 @ 6:00 P.M.</u> |
| <input checked="" type="checkbox"/> City Council | <u>12/05/23 @ 6:00 P.M.</u> |
| <input type="checkbox"/> Board of Adjustment | <u>_____ @ _____ P.M.</u> |
| <input type="checkbox"/> Board of Appeals | <u>_____ @ _____ P.M.</u> |

TRANSMITTAL INCLUDES:

- ☒ Application Form/Cover Letter
☐ Vicinity Map
☒ Site Plan
☒ Plat
- ☐ Other: _____

NOTE: A written response, even if only to advise that you have no concerns, is requested.

REPLY: NO CONCERNS AT THIS TIME.RESPONSE NEEDED BY: October 12, 2023

RECEIVED: _____

PLANNING STAFF: Kristi Jefferson

From: [Diesel Post](#)
To: [Kristi Jefferson](#); [Doug Bess](#); [Kathy Rohrich](#); rjohnson@salidapolice.com
Subject: Re: 6907 C.R. 105 - Flour Mill Annex, Zoning, PD & Sub - Agency review
Date: Monday, September 25, 2023 9:17:41 AM
Attachments: [image001.png](#)

Thanks for sharing. I do not see any mention of open space or fee-in-lieu. I know that Rob mention to the planning commission that Confluent park was so close and that that would the park that this neighborhood would use, use he will still nee fee-in-lie and probably some trail connections.



Mike 'Diesel' Post

Director, Parks and Recreation

diesel.post@cityofsalida.com
P: 719-539-4555 | C: 719-966-9378
448 E First Street, Suite 112, Salida, CO 81201
cityofsalida.com

From: Kristi Jefferson <kristi.jefferson@cityofsalida.com>
Sent: Monday, September 25, 2023 8:53 AM
To: Doug Bess <doug.bess@cityofsalida.com>; Kathy Rohrich <kathy.rohrich@cityofsalida.com>; rjohnson@salidapolice.com <rjohnson@salidapolice.com>; Diesel Post <diesel.post@cityofsalida.com>
Subject: 6907 C.R. 105 - Flour Mill Annex, Zoning, PD & Sub - Agency review

Attached is the agency review for Rob Gartzman's annexation, zoning, Planned Development and Subdivision applications. Please let me know if you have any questions.

Kristi Jefferson
Senior Planner
City of Salida
448 E. First Street
Suite 112
Salida, CO 81201
(719) 530-2626



Sender and receiver should be mindful that all my incoming and outgoing emails may be subject to the Colorado Open Records Act, § 24-72-100.1, et seq.

From: [Russ Johnson](#)
To: [Kristi Jefferson](#); [Doug Bess](#); [Kathy Rohrich](#); [Diesel Post](#)
Subject: RE: 6907 C.R. 105 - Flour Mill Annex, Zoning, PD & Sub - Agency review
Date: Monday, September 25, 2023 2:33:35 PM
Attachments: [image001.png](#)

Nothing from PD at this time.

From: Kristi Jefferson <kristi.jefferson@cityofsalida.com>
Sent: Monday, September 25, 2023 8:54 AM
To: Doug Bess <doug.bess@cityofsalida.com>; Kathy Rohrich <kathy.rohrich@cityofsalida.com>; Russ Johnson <rjohnson@salidapolice.com>; Diesel Post <diesel.post@cityofsalida.com>
Subject: 6907 C.R. 105 - Flour Mill Annex, Zoning, PD & Sub - Agency review

Attached is the agency review for Rob Gartzman's annexation, zoning, Planned Development and Subdivision applications. Please let me know if you have any questions.

Kristi Jefferson
Senior Planner
City of Salida
448 E. First Street
Suite 112
Salida, CO 81201
(719) 530-2626



Sender and receiver should be mindful that all my incoming and outgoing emails may be subject to the Colorado Open Records Act, § 24-72-100.1, et seq.

From: [Blackburn, David](#)
To: [Kristi Jefferson](#)
Subject: Re: FW: 6907 C.R. 105 - Flour Mill Annex, Zoning, PD & Sub - Agency review
Date: Friday, September 29, 2023 1:26:21 PM
Attachments: [image001.png](#)
[image001.png](#)

We will accept fees in lieu of land. Thank you.

Respectfully,

Dr. D. Blackburn
Superintendent
719.530.5203
719-221-5915
salidaschools.com

On Mon, Sep 25, 2023 at 11:30 AM Kristi Jefferson <kristi.jefferson@cityofsalida.com> wrote:

Attached is the agency review for Rob Gartzman's Annexation, Zoning, Planned Development and Subdivision applications for his property at 6907 C.R. 105. Please let me know if you have any questions.

Kristi Jefferson

Senior Planner

City of Salida

448 E. First Street

Suite 112

Salida, CO 81201

(719) 530-2626



Sender and receiver should be mindful that all my incoming and outgoing emails may be subject to the Colorado Open Records Act, § 24-72-100.1, et seq.

From: [Renee Thonhoff](#)
To: [Kristi Jefferson](#)
Subject: Re: 6907 C.R. 105 - Flour Mill Annex, Zoning, PD & Sub - Agency review
Date: Monday, September 25, 2023 10:55:55 AM
Attachments: [image001.png](#)
[Outlook-2efhggrn](#)

The property located at 6907 C.R. 105 currently has one water and one sewer tap. Upon development system development fees will need to be paid.

Thank you,
 Renee



Renee Thonhoff
 Staff Accountant, Finance Department

renee.thonhoff@cityofsalida.com
 P: 719-539-4555 | C: 719-539-5271
 448 E First Street, Suite 112, Salida, CO 81201
cityofsalida.com

<!--[if !vml]-->

<!--[endif]-->

Easy ways to pay your utility bill: auto pay with a checking account, phone or text payments 833.892.0176, or to pay online please register your utility account at <https://www.municipalonlinepayments.com/salidaco> or download our iOS or Android app MyCivic Utilities where you can now set up auto pay.

From: Kristi Jefferson <kristi.jefferson@cityofsalida.com>
Sent: Monday, September 25, 2023 8:54 AM
To: Renee Thonhoff <renee.thonhoff@cityofsalida.com>
Subject: FW: 6907 C.R. 105 - Flour Mill Annex, Zoning, PD & Sub - Agency review

Attached is the agency review for Rob Gartzman's annexation, zoning, Planned Development and Subdivision applications. Please let me know if you have any questions.

Kristi Jefferson
 Senior Planner
 City of Salida
 448 E. First Street
 Suite 112
 Salida, CO 81201
 (719) 530-2626



Sender and receiver should be mindful that all my incoming and outgoing emails may be subject to



Right of Way & Permits
 1123 West 3rd Avenue
 Denver, Colorado 80223
 Telephone: **303.571.3306**
 Facsimile: 303.571.3284
 Donna.L.George@xcelenergy.com

October 2, 2023

City of Salida
 448 East First Street, Suite 112
 Salida, CO 81201

Attn: Kristi Jefferson

Re: The Flour Mill

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the plans for **The Flour Mill** Annexation and Zoning. Please be advised that Public Service Company has existing overhead and underground electric distribution facilities within the areas indicated in this proposed rezone. Public Service Company has no objection to this proposed rezone, contingent upon Public Service Company of Colorado's ability to maintain all existing rights and this amendment should not hinder our ability for future expansion, including all present and any future accommodations for natural gas transmission and electric transmission related facilities.

The City of Salida must send us notification after approval of the proposed annexation has been finalized. This notification should be sent to dlAnnexationNotifications@xcelenergy.com. This will allow our mapping department to make the necessary updates to our mapping system.

PSCo requests that the following language or plat note is placed on the preliminary and final plats for the subdivision:

Utility easements are dedicated to the City of Salida for the benefit of the applicable utility providers for the installation, maintenance, and replacement of electric, gas, television, cable, and telecommunications facilities (Dry Utilities). Utility easements shall also be granted within any access easements and private streets in the subdivision. Permanent structures, improvements, objects, buildings, wells, water meters and other objects that may interfere with the utility facilities or use thereof (Interfering Objects) shall not be permitted within said utility easements and the utility providers, as grantees, may remove any Interfering Objects at no cost to such grantees, including, without limitation, vegetation. Public Service Company of Colorado (PSCo) and its successors reserve the right to require additional easements and to require the property owner to grant PSCo an easement on its standard form.

The property owner/developer/contractor must complete the application process for any new electric service, or modification to existing facilities including relocation and/or removal via

xcelenergy.com/InstallAndConnect. It is then the responsibility of the developer to contact the Designer assigned to the project for approval of design details. This includes discussions regarding transformer location(s) and issues with the parking lot.

Additional easements may need to be acquired by separate document for new facilities – be sure to contact the Designer and request that they connect with a Right-of-Way and Permits Agent in this event.

As a safety precaution, PSCo would like to remind the developer to contact Colorado 811 for utility locates prior to construction.

Donna George
Right of Way and Permits
Public Service Company of Colorado dba Xcel Energy
Office: 303-571-3306 – Email: Donna.L.George@xcelenergy.com

September 11, 2023

RE: 6907 County Road 105

To: Members of the Salida Planning Commission and City Council:

I am writing to express my opposition to the Gartzman proposal at 6907 CR 105.

I neighbor this project immediately to the North. My land has been developed around on all sides, and while these changes are personally unappealing to me, I have offered my support to each of these developments to the degree that they make sense and meet the needs of our community. I do not approach this process from a “Not in my backyard” mentality, I hope that council can recognize my interest in creating a community that works for everyone. For a town to have character, characters must have a place to live.

My objection to the Gartzman project has several aspects.

First, I am concerned about the process the city is following as they mingle a future land use map, with their examination of this project in particular. Choosing to have these two processes proceed in parallel, and indeed even at the same meeting, creates an appearance that this project is not being held to the standards that have been agreed upon and are in place at the time of the proposal, but rather to a more favorable future land use designation that was not in place when this proposal was made.

Furthermore, placing requirements for future development density into a Future Land Use Map misses the public involvement that would have been required for a revision to land use code. This approach sidesteps the process that should be a part of shaping our community in the near and distant future.

Second, while I recognize that the August 14 joint City Council and Planning Commission work session was not required to be notified to adjacent landowners, having that meeting without involving neighbors does not create an atmosphere of trust among those who will be so heavily impacted by the outcome, nor does it allow the City to get the feedback of people who are already living in this area.

Regarding the details of the proposed development specifically, while I understand that the Gartzmans are seeking a Planned Development Overlay, residents of the City and County have a right to expect development to happen within the boundaries of existing land use code. Doing “spot zoning” where new rules are made for every development is unfair to neighbors who have a right to know what they might have to live next to, unfair to other developers who may be treated differently, and unfair to the citizens and staff who worked on developing a land use code in the first place.

As proposed, this project asks for a variance on essentially every important aspect of code: density, height, lot size, lot frontage, height, setback, coverage, and green space to name a few. What are the rules for, if not this situation? Creativity to allow development to fit a particular site is one thing, this is another. These requests are unreasonable and I do not support any variance in any of these areas. R-3 high density zoning is what was requested at the time of annexation and the development should proceed within the confines of that code. 41 units on 2 acres is very high density compared to almost everywhere else in our city, a request for 69 should not even get a reading.

Furthermore, as proposed, this project puts a three-story high density apartment complex within 20 feet of my historic ranch homestead. At a personal level, it means I would lose my ability to see the mountains to the South of my home and upper story residents could see into my home, but at a communal level, this ruins the pastoral flavor that most residents and visitors love. Nearly every day, I watch people taking pictures of the historic structures on my property with mountains in the background, now they would be taking a picture of someone's deck. On one hand, we all recognize the importance of attainable housing as our community grows, but on the other, are we willing to sacrifice the historic and natural qualities we love to accomplish that? I would argue for a middle path, this proposal is an extreme one.

If developed as proposed, Vandaveer Road would have three of the highest density projects in the County immediately adjacent to each other. This will create a myriad of issues, from practical ones like parking (already a problem due to the variances allowed at the Magpie) and traffic on CR 105, to the communal, like overuse of parks and open space.

In addition, this proposal would further an issue where different economic classes in our community are effectively geographically segregated. We should be thinking about how people will live, work, and play together over decades to come, and I suspect a standalone district of high density will not age well. There should be more to city planning and creating community than placing development where the sewer is convenient to access.

Finally, the extent to which this proposal does not conform to code must not be used as a new standard of comparison. There is no midpoint between this unreasonable request, and the R-3 zoning the developer sought in annexation. What is proposed here is essentially creating a new zoning category on an ad-hoc basis without any public process, which is wrong on every level. The number and magnitude of variances sought are an attempt to end run around the zoning and codes we have in place, and even a revised proposal that lessens the degree of variance does not address that concern. I'm sure this process will continue with updated versions of the plan, the question that must be asked at each step is how this version relates to R-3 zoning, not how it relates to the previous version.

I would welcome a meeting where those of us who neighbor this proposed development could meet directly with the developer and the City, to learn the facts about this project and have a chance to make direct comments and look for common ground.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ned Suesse', with a long horizontal flourish extending to the right.

Ned Suesse
6953 CR 105
Salida, CO 81201
ned@nedsuesse.com

Date: October 16, 2023

To: Members of the Salida Planning Commission and the Salida City Council

From: Paige Judd

Re: The Flour Mill Planned Development

As a neighbor of the Flour Mill project, I have some concerns about the project. My husband Joe and I own The Magpie Apartments at 6906 Vandaveer Ranch Road. We share a property line along the west edge of the Flour Mill property.

The Magpie property is zoned R-3 and meets the dimensional standards for this zoning. We met the 10' side setbacks and the 15' setbacks. Our 32 apartments rent between 70% and 73% AMI. We have created a nice, comfortable home for 48 people who live and work in Salida. There are aspects of the Flour Mill project that will impact the residents of The Magpie which I want to discuss.

I will not be able to attend the October 23 meeting, so I am sending you my comments. Please feel free to reach out if you have any questions.

Here are my concerns.

Density

The developer is asking for a project density of 1263 square feet per dwelling, and the standard for R3 is 2100 square feet per dwelling. The 2 acre property could hold 41 dwellings by right, so 69 units is well over 50% more dense than R-3 allows. This is a HUGE increase in density over the standard, and will impact the neighbors in many ways. This increased density naturally leads to every other deviation from the standards that follow: maximum lot coverage, setbacks, building height, and parking. This project is on the very fringe of town and does not match the neighboring properties, which are much less dense.

Setbacks

The developer is asking for a 10' rear setback for lots 11, 12, and 13. These buildings are going to be built along my property line. The code calls for a 20' rear setback, and the developers are also asking for a height variance on these lots. The combination of a smaller setback and a height variance will definitely impact our tenants who live along that property line in a negative fashion. I strongly request that these buildings are held to a 20' rear setback, as is the standard for R-3. If you decide to allow them to build a 38'

tall building 10' from my property line, I request that the developers build an attractive 6' privacy fence to give my tenants at least a modicum of privacy. I can live with the 38' if the buildings are 20' from my property line.

Parking

At The Magpie we have a lot of couples choosing to live in 1 bedroom apartments which is unexpectedly higher than our other projects. We do not have enough parking, and we have many tenants who park on Vandaveer Ranch Road. We have an average of 1.375 cars per one bedroom apartment, and 1.4375 cars per two bedroom apartment (averaging 1.4 cars per dwelling). Assuming a similar mix for The Flour Mill project, the 69 dwelling units will require about 97 parking spaces, and they are providing 76. This means that there may be up to 21 cars parking along Vandaveer Ranch Road and County Road 105. That is a lot of cars to be parking along rural roads, and I am only bringing it up so you can anticipate what that might look like.

It is not legal for landlords to select a one person household over an equally qualified two person household based solely on the number of people in the household. When I spoke with the developer about this, he indicated that it may be possible for deed restricted projects to put a limit on the number of people who live in an apartment or condo if it is written into the deed restriction at the beginning. I suggest that this option be pursued for the safety of those who park (and drive) on rural roads that are not designed for on street parking.

Joe and I have been supporters of making it easier to build affordable housing in Salida for many years. We have followed the rules of our properties' zoning and designed our 3 apartment complexes to fit in with the homes that neighbor our projects. We have done this and provide 70 apartment rentals that rent between 63 and 83 percent of AMI.

I understand that when a developer undertakes a Planned Development they can ask for adjustments to the Dimensional Standards for their particular zoning. This project is asking for many exceptions to the standards, and I feel that many of these are going to negatively impact our tenants.

I invite you to take a trip to 6906 Vandaveer Ranch Road. The property line we share with The Flour Mill project is clearly marked with straw bundles that were put in place during construction to control runoff. Step off 10', and look up 38' and think about how you would feel if this was your home. Those buildings are too close, and too tall.

I support this project in many ways. If the buildings on lots 11, 12 and 13 are 20' from

my property line, I can live with the rest. If they are allowed to build 38' tall buildings 10' from my property line, I will be very disappointed in the process and the outcome.

Thanks for listening.

Paige Judd
834 Crestone Ave
Salida, CO 81201
paigeer@gmail.com
719-539-5651
salidaapartments.com

From: [Simonne L](#)
To: [Kristi Jefferson](#)
Cc: [Bill Almquist](#)
Subject: Flour Mill Project
Date: Friday, November 17, 2023 1:34:53 PM

Some people who received this message don't often get email from sssl444@gmail.com. [Learn why this is important](#)

Good Day,

I am enclosing a letter that I would ask you to share with the Salida City Council members as well as anyone involved in decision making for the Flour Mill Project. Many thanks!
 Simonne

Thank you for your time and consideration of the Flour Mill project on County Rd 105. The careful consideration of this project is so important in many ways as once action is taken, there is no turning back.

First and foremost, there's the ever present problem of insufficient affordable housing which has been an issue nationwide for decades and even more so now. The combination of seasonal employment and minimum wage jobs coupled with higher rents caused by the housing shortage has resulted in an untenable situation. Many are eking out an existence by spending more than half of their incomes on rent, or the more dangerous alternative of living out of their cars. This is certainly no way to live and communities must come together as a whole to address this issue. There is no single solution for this problem.

The existing market of high priced properties, exorbitant building costs and higher interest rates has made the contemplation of building a precarious one. Rob Gartzman's purchase of a 2 acre parcel on County Rd 105 for \$800k for the purpose of alleviating the affordable housing issue is both altruistic and unrealistic. Rob should be applauded for his efforts to locate an affordable property to build his complex. There are few who would go to the lengths he has to help others. Due to the unavailability of land for sale, Rob settled on this 2 acre property (from his accounting) for the exorbitant price of \$800k due to its proximity to the scenic Arkansas river. The price of the land coupled with high interest rates, and building costs being at an all time high have made the Flour Mill project a precarious financial gamble. As a result, Rob has requested many variances including vastly increasing the number of housing units to compensate.

Unfortunately, the variances to existing codes are extensive and far exceed city R3 allowances. This is problematic in various ways. Not only does this level of density foment higher crimes rates, it sets a precedent for further building projects of this type which leads to large scale overcrowding. When allowances of this scale are made once, it's opens a door that is not so easily closed. Please consider the Magpie subdivision next door where the builders followed city codes yet

still have parking shortages where the overflow narrows Vandever road making driving through difficult on a daily basis. Then compare that to the proposed excessive variances requested by the Flour Mill and you can imagine the problems that would arise. Also, the large increase in traffic would be problematic for the one and a half lane bridge that crosses the Little Arkansas on CR 105.

The final straw on the proverbial back of this project is the fact that it truly does not provide “affordable housing” for the community. The lowest rental presented by the Flour Mill project was a 471sqft studio apartment for \$1,600/mo. The majority of rentals that appear in the market fall well below this amount for a studio.

Also, in order for a person to be able to afford this rent, they would need to earn over \$60,000/yr.

Please see the guide below from apartmentalist.com

How Much Rent Can I Afford On My Salary?

Need a quick and easy look into how much rent you can afford? Here's an idea of the ideal rent for

various salaries, based on the 30% rule.

- On a \$30,000 a year salary, your ideal rent price is \$750.
- On a \$40,000 a year salary, your ideal rent price is \$1,000.
- On a \$50,000 a year salary, your ideal rent price is \$1,250
- On a \$75,000 a year salary, your ideal rent price is \$1,875
- On a \$100,000 a year salary, your ideal rent price is \$2,500

As mentioned before, the 30% rule should act as a rule of thumb.

Very few seasonal or minimum wage earners would be able to afford the smallest of units at the Flour Mill.

Unfortunately for Mr. Gartzman, it appears he has fallen upon a perfect storm of events with the combination of high property prices, high interest rates and exorbitant building costs. I sympathize with Mr Gartzman who is trying to do well by the community, but it's just not possible to accomplish that goal within the current circumstances.

With these facts mind, it would be a travesty to approve a 60% increase in density for a rural area that was just approved for a sufficiently high R3 density and is slated for further development nearby.

Also, setting a precedent of allowing this magnitude of variances would be detrimental to the community as a whole in the future.

With these concerns in mind, I implore you to please deny the current variances requested for the Flour Mill subdivision and require that they stay within the R3 code requirements.

Thank you again for your time and consideration,

Simonne-L Laylin

DATE: 11-17-2023

TO: SALIDA PLANNING COMMISSION, SALIDA CITY COUNCIL, SALIDA PLANNING AND ZONING DEPARTMENT

FROM: Steve Shuey

RE: FLOUR MILL SUBDIVISION APPLICATION

I am writing this letter to voice my concerns and objections to the Flour Mill Development project.

The Planning Department's October 23rd finding of "no adverse effect" and the commission's unanimous decisions on the annexation and R3 zoning recommendation made it clear that no one is considering this project from the viewpoint of the County Road 105 residents, or for that matter, the viewpoint of any residents of rural Chaffee county that will be affected by the precedent set if this application is approved. Had it not been for the exorbitant number of requested deviances, resulting in an extreme density well above that allowed by R3 zoning, I believe this application would have breezed through the commission. Commissioners justified the rezoning by referring to this area as the municipal services area and commenting that R3 is reasonable given what's already around this parcel. It seems the planning commission is forgetting that four adjoining neighbors, constituting 50 percent of this parcel's boundaries are rural residential properties each larger than 1.5 acres, most with single family residences. This lot is not Salida's municipal services area. It's a rural residential area. I can assure you that there are adverse effects to the long-standing residents of County Road 105, and there will be future adverse effects to the flour mill residents, it's neighbors and those affected because of future projects like this that use the Flour mill as their precedent.

The commissioners expressed understanding that loss is hard, even if it's just loss of a view. My parents, Willis and Janene Shuey made many sacrifices and worked hard for many years to acquire their dream property. That dream property at 6922 County Road 105 is 1.7 acres with a long riverfront, a river view and a beautiful view of the collegiate peaks. Dad worked many double shifts as a mechanic at the Climax Mine and did mechanic work on the side to make ends meet. Mom worked in the school district full time as well as keeping up with the family and home applying much of their savings into this property. If you make the decision to approve the Flour Mill project, remember its not "just a view" my parents are losing. Its part of a lifelong dream for which they sacrificed and worked very hard.

The Flour Mill proposal appears to be an altruistic, but single-minded and short-sighted idea driven by the acknowledged need and pressure to provide low income housing for the workers of Salida.

This project disregards not only the rural residential character of the lots on which it is proposed, but also the restrictions specified by proposed R3 zoning. Based upon the meetings so far, it appears that the City of Salida is pushing hard for affordable housing to the point where its willing to annex rural county property, change zoning from rural residential to high

density and entertain numerous deviations to those code restrictions to allow even higher densities within, and immediately adjacent to, a rural residential community. Magpie managed to create affordable housing without blatantly destroying the character of the neighborhood. The Flour Mill is the polar opposite and should not be forced through just because the developer chose to pay too much for this parcel and the economics don't make it feasible without extreme deviations to a high-density zoning code that is in itself inappropriate for this parcel. If the City of Salida truly wishes to create affordable housing, why not donate or discount city owned property in the municipal services area near Highway 50 for this project? Why force this on the backs of County Road 105 residents who have already had to endure a change to R3 zoning?

Historically, humans do not thrive in high density situations. Additionally, high density, low income housing does not age well and has increased crime, especially domestic. Please do not vote to create 'the projects' of Salida. Instead, find a more appropriate location with enough acreage that the affordable housing can be built in a fashion where it is healthy and safe for its residents and neighbors. Subsidize the project Salida is so keen to push instead of forcing a small rural community to bear the burden of city ideals. Take a really close and realistic look at what approval of this application will look like a few years down the road. Compare that to what it will look like if done correctly, in the right location. Is this really what Salida wants, just to create a human warehouse of studios that really are not affordable for the local workers? I think not.

RE: 6907 County Road 105

To: Members of the Salida Planning Commission:

I am writing a follow up to my letter of September 11 to address new information that has emerged since the last planning and zoning meeting.

I'd like to express my gratitude to this Commission, and to the developer, and to my neighbors, for continuing a civil and respectful process in which we all wrestle with some difficult questions about the character and future of our town. Throughout the process, all parties have been able to see the point of view of those with whom they disagree and I very much appreciate living in a town with that civil and inclusive attitude.

I remain in opposition to the Flour Mill project. The points I made in my initial letter stand, however there are a few new points of information I want to add to the record.

First, the initial Planning meeting was the first time I saw the 3D renderings of the Flour Mill project. My home, and the Magpie apartments were not shown in relation to the new buildings which seems misleading. City code regarding PDO includes the language *"In no case shall a building exceed the maximum height requirement if the deviation shall result in: a. Adverse visual impacts on adjacent sites"*. I find it hard to believe anyone could say this proposed development, with both modified height and setback, would not have an adverse visual impact on my property and the Magpie apartments, not to mention other neighbors further away.

On this basis alone, I believe that council should vote against the PD proposal as it stands, as *"In no case"* doesn't leave room for interpretation.

Second, in the meeting on October 23, the developer was adamant that there was no possibility of affordable housing at any lower density than proposed. I wanted to understand this claim better, so I did a little research.

The Magpie, Salida Ridge, and Confluent apartments were all built during or after Covid, with the attendant rise in price for both materials and labor. Each of these developments had to endure the costs of building in the Salida market with at least the same material prices that exist today. These apartments all fall more or less in line with our land use code, and the rent they charge is lower than what is proposed for this development. These points of fact call into question whether 169% density is truly necessary to achieve inclusionary housing, or whether experienced developers can work within the rules to achieve inclusionary housing.

Along these financial lines, the neighbors and I spoke with the developer on Friday, the 10th of November, and in that call he mentioned willingness to look at fewer units, with a proposal for 60 units (still more than 41). He also revealed the budget for his project, which implies a cost per square foot in the \$300 range. I checked this with several commercial builders and they all felt this was a generous estimate for a project of this type, where there are many efficiencies of

scale relative to single family construction. The deed restricted for sale units will be sold for more than \$500 per square foot. Each deviation that is being requested amounts to a subsidy from the community to the developer, in the form of spreading the cost of land and improvements across more units. The cost of this subsidy, in the form of quality of life, views, safety on the street, and diminished value of our homes, is disproportionately carried by myself and my neighbors. The developer is offering something that the community feels is valuable, and we agree, but we are not willing to carry this burden alone, nor should we be asked to.

We are all focused on the acute need for inclusionary housing right now, but we must not forget that when a project is allowed to go forward, it creates a precedent for what others will be able to do in the future. If this project proceeds so far out of bounds with density, height, setback, and more, I believe we are inviting those deviations again in the future as they will always make development more profitable. It will be hard for the city to say yes only once.

Our community needs to have a conversation about these questions that goes beyond what can happen in 2 or 3 meetings for a proposed development. These are strategic questions about the long term feel of our community, not tactical ones about a single 2 acre parcel.

I saw the PZ board wrestling with the implications of these deviations at the last meeting, and I think the only reasonable response today is to recommend against this application in current form, and request the developer return with a proposal in line with land use code. Voting to approve this PD application is using a transactional approach to solving a systemic problem, and while I understand that both the developer, and anyone on staff or council that supports the application is doing so with good intention, there's an old saying about where that road leads.

Approving this application as it stands would lead to a fundamental change in the character of our town.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ned Suesse', with a stylized, flowing script.

Ned Suesse
6953 CR 105
Salida, CO 81201
ned@nedsuesse.com

From: [T.W. Winston](#)
To: [Kristi Jefferson](#)
Subject: Affordable housing Flour Mill Development
Date: Friday, October 13, 2023 1:19:48 PM

You don't often get email from ribsnowiskey@gmail.com. [Learn why this is important](#)

Dear Planning Commission, City Council, the Mayor, and city staff,

I am reaching out today to show support for the Flour Mill Development. Workforce housing is essential to our community and local businesses and organizations. It has been a major topic of discussion for many years and is always at the forefront of every political conversation. The Flour Mill development is a great example of what we need in this community to help address our housing issues. We need more developments like this, and we need to find ways to help the

developers who are committed to affordability and our local workforce. This can be done by making their application process as easy as possible, helping to find solutions to the developments that benefit our community the most, and work to find ways to reduce their costs, so it can be more affordable for our community workforce.

Apart from Jane's Place, Salida has never been presented with a housing development that will

have 100% inclusionary housing pricing, and at least 50% deed restricted units. Despite some of

the drawbacks, this development is a perfect example of what we need in Salida, and we want to see it move forward to development and expect that our elected and appointed officials will help make that happen, as most of you ran on a platform that you were committed to affordable housing.

My wife and I own the High Side Bar and Grill. In the summer we have up to 45 employee's. In the winter around 28. If we do not address this problem, restaurants as well as other businesses will go away. Which means so will big chunks of sales tax which is vital for the city.

Thank you and Best regards,

T.W. aka Chief Winston

High Side Bar and Grill

9704810303



Chaffee County Public Health

448 East 1st Street · Suite 137 · Salida, CO · Phone 719-539-4510 · Fax 719-539-7197

October 19, 2023

Salida City Council
448 E. 1st Street
Salida, CO 81201

Re: Workforce Housing

Dear City Council Members,

Having safe, consistent, and affordable housing is a critical social determinant of health and is a key factor in achieving optimal health and wellness. Chaffee County Public Health (CCPH) has been working on housing issues for the past decade, linking the need for housing and how it impacts our health, and was a founding member of the county's Housing Policy Advisory Committee and also helped nurture the county's Office of Housing which is now the Chaffee Housing Authority. Through a shared grant from the Colorado Department of Public Health and Environment's Office of Health Equity, CCPH has been a partner in the affordable housing landscape for several years, bringing training, education, assessment, and awareness to Chaffee County. While the housing environment in Chaffee County is complex to say the least, with strong feelings from all sides of the equation, CCPH is in favor of creative, innovative, safe, long-term, affordable workforce housing options. CCPH is aware of several housing projects that would elevate the ability for members of the current local workforce to secure a stable roof over their heads, and I would hope that these efforts are met with support assuming that they are in alignment with our municipal codes.

Sincerely,

Andrea Carlstrom, Director
Chaffee County Public Health

From: [Craig Nielson](#)
To: [Kristi Jefferson](#)
Cc: [Rob Gartzman](#)
Subject: Support for the Flour Mill Affordable Housing Project
Date: Thursday, October 19, 2023 9:26:28 AM

You don't often get email from craig.nielson@chaffeehousingauthority.org. [Learn why this is important](#)

Dear Planning Commission, City Council, Mayor, and City Staff,

I am reaching out today to show support for the Flour Mill Development.

Affordable workforce housing is essential to the long-term health of our community and local businesses.

It has been a major topic of discussion for many years and has been at the forefront of many political discussions.

As the volunteer Chair of the Chaffee Housing Authority since 2021, I know first hand how important it is to support developers who are committed to helping solve the housing crisis. The very cornerstone of the CHA development initiative is to partner with committed developers to this end by offering tax relief in exchange for deed restricted rental units.

The Flour Mill development is a great example of what we need in this community to help address our housing crisis.

We need more developments like this, and we look forward to continuing to partner with developers who are committed to affordability for our local workforce.

Having worked with Rob directly on affordable housing issues, I've been impressed with his commitment to the cause as well as his knowledge of the local workforce as a business owner.

I find him to be a person of high integrity and he has always employed a balanced and knowledgeable approach to the discussions we have had at the CHA.

I look forward to seeing his project proceed through the City of Salida entitlement process.

Sincerely,

CRAIG NIELSON

Board Chair
Chaffee Housing Authority
719.221.2200

craig.nielson@chaffeehousingauthority.org
www.chaffeehousingauthority.org



October 18, 2023

Dear Planning Commission, City Council, Mayor and City Staff:

I am writing to express enthusiastic support for Rob Gartzman's Flour Mill development project.

The Flour Mill very much aligns to the housing needs identified in the Chaffee Housing Authority's 2022 Housing Needs Assessment, indicating a requirement of over 1100 units of housing by 2027 in Chaffee County and counting. According to the Needs Assessment, Salida will need a minimum of 260 rental units at or below 120% AMI and 140 ownership units at or below 120% AMI.

Therefore, the Flour Mill will go a long way to provide housing units to serve Salida workers, including 60 units priced at 100% AMI and nine units priced at 120% AMI. Additionally, the fact that 50% of the units will be deed restricted is also very exciting as this structure will preserve this new housing supply for years to come.

The Flour Mill development is a great example of a project that will help address our housing issues. We need more developments like this and to find ways to help the developers who are committed to affordability and our local workforce. This can be done by making their application process as easy as possible, helping to find solutions to the developments that benefit our community the most, and working to find ways to reduce their costs, so it can be more affordable for our community workforce.

I look forward to this project being constructed to serve as part of the solution to the housing crisis in Chaffee County and hope this letter of support will inform your consideration of the Flour Mill's application.

Sincerely,
Ashley Kappel
Executive Director
Chaffee Housing Authority

October 20, 2023

Eric Warner

9707 CR 163

Salida, CO 81201

RE: The Flour Mill

Dear Planning Commissioners:

Please approve the Flour Mill Project. I understand that some of the details of the plan might have to be tweaked slightly to conform to certain code requirements, but the height, density and setback variances the developer are asking for are critical for the project to be economically viable. At best I see this this being a break even proposition for the developer, and if the number of units are cut for some reason it may not be feasible.

I understand the concerns of some of the neighbors adjacent to the Flour Mill about allowing the variances, but IF this plan is NOT approved then the developer will likely build luxury housing on the lot ANYWAY. The point is, the neighbors are already seeing developments surround them, with increases in traffic, noise, etc. The difference between traffic/density on what the developer's use by right plans could entail and what the Flour Mill is proposing aren't that significant in the grand scheme of things. Most importantly, this is a once in a generation opportunity where developer benevolence meets a dire housing need. This is a win-win situation if ever there was, and the massive benefit for the community far outweighs the impact to adjacent neighbors. In fact, this will probably raise their property values.

Thank you,

Eric Warner

From: [Jonathan Fast - jfast.s00921](mailto:jfast.s00921)
To: [Kristi Jefferson](#)
Subject: Housing
Date: Tuesday, October 31, 2023 12:04:43 PM

You don't often get email from jfast.s00921.us@wal-mart.com. [Learn why this is important](#)

Hi Kristi-

Speaking personally & not from an official Walmart position, I do see the need to provide more affordable housing in the area.

Feel free to call my personal cell if you have any questions or want to discuss.

Thank you,

Jonathan Fast

719.429.0248 cell

Store Manager # **921**

7865 W US Hwy 50

Salida, CO 81201

719.539.3566

719.539.8625 Fax

October 20, 2023

Kristin Homer
9707 County Road 163
Salida, CO 81201

Dear Planning Commission, City Council, Mayor, and City Staff,

I'm writing to urge you to approve the Flour Mill housing project and to do everything in your power to ensure it moves forward. This well-conceived project is exactly what we need in Salida—apartments close to downtown, condos and single-family homes, with affordable rents and deed restricted opportunities for purchase. Our workforce is the heart of this town. They keep our independent businesses running, allow new businesses to grow, teach our kids, treat our medical conditions, and make Salida the best place to live in Colorado. Approving this plan will allow people to keep their businesses staffed and running, will allow workers to put down roots and raise their families here, and is a tangible expression of our commitment to the future of this community.

Sincerely,

Kristin Homer

Dear Planning Commission, City Council, the Mayor, and city staff,

I am reaching out today to show support for the Flour Mill Development. Workforce housing is essential to our community and local businesses and organizations. It has been a major topic of discussion for many years and is always at the forefront of every political conversation. The Flour Mill development is a great example of what we need in this community to help address our housing issues. We need more developments like this, and we need to find ways to help the developers who are committed to affordability and our local workforce. This can be done by making their application process as easy as possible, helping to find solutions to the developments that benefit our community the most, and work to find ways to reduce their costs, so it can be more affordable for our community workforce.

Apart from Jane's Place, Salida has never been presented with a housing development that will have 100% inclusionary housing pricing, and at least 50% deed restricted units. Despite some of the drawbacks, this development is a perfect example of what we need in Salida, and we want to see it move forward to development and expect that our elected and appointed officials will help make that happen, as most of you ran on a platform that you were committed to affordable housing. Thank you.

Sincerely,

Mike Franco

Collegiate Peaks Collective LLC

303-552-6925

From: [Lynch, Ryan](#)
To: [Kristi Jefferson](#)
Subject: Flour Mill - Support for Workforce Housing
Date: Friday, October 13, 2023 2:01:44 PM
Attachments: [image001.png](#)

You don't often get email from rlynch@amfam.com. [Learn why this is important](#)

Hi Kristi!

I am a friend of Rob and Sarah Gartzman and have helped them with insurance over the years. I think what they are doing with The Flour Mill proposal is something overly needed in Salida and Chaffee County. This a great opportunity to show the working residents with a housing need that community truly cares for and values them. It also sets a great example for the surrounding communities and could be used as a thumb print for a workforce housing crisis that is effecting so many areas in Colorado and nationwide. I look forward to attending one or both of the Planning Commission meetings on 10/23 and 12/5. Thank you for documenting my opinion on the matter. I am excited to see this project directly help Salida and Chaffee county!



Ryan Lynch | AMERICAN FAMILY INSURANCE

Agent/Owner
 344 Oak St | Salida, CO 81201
 Office: (719) 539-6800

[website](#) | [quote](#)



American Family Insurance Company | American Family Life Insurance Company | American Family Mutual Insurance Company, S.I. | American Standard Insurance Company of Ohio

American Standard Insurance Company of Wisconsin | Home Office - 6000 American Parkway Madison, WI 53783

Permanent General Assurance Corporation | Permanent General Assurance Corporation of Ohio | The General Automobile Insurance Company, Inc. DBA The General® | Home Office - 2636 Elm Hill Pike Nashville, TN 37214 wholly owned subsidiaries of American Family Mutual Insurance Company, S.I.

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From: [Richard Mancuso](#)
To: [Kristi Jefferson](#)
Subject: Flour Mill Development Support
Date: Friday, October 13, 2023 2:44:38 PM

You don't often get email from rlmgkscrs@gmail.com. [Learn why this is important](#)

Good afternoon Kristi,

I am writing to show my support of the Gartzman's and their Flour Mill Development.

Dear Planning Commission, City Council, the Mayor, and city staff,

I am reaching out today to show support for the Flour Mill Development. Workforce housing is essential to our community and local businesses and organizations. It has been a major topic of discussion for many years and is always at the forefront of every political conversation. The Flour Mill development is a great example of what we need in this community to help address our housing issues. We need more developments like this, and we need to find ways to help the developers who are committed to affordability and our local workforce. This can be done by making their application process as easy as possible, helping to find solutions to the developments that benefit our community the most, and work to find ways to reduce their costs, so it can be more affordable for our community workforce.

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Thank you.

Sincerely,

Rich Mancuso

From: [Wayles Martin](#)
To: [Kristi Jefferson](#)
Subject: Flour Mill Development
Date: Monday, October 23, 2023 3:25:22 PM

[You don't often get email from waylesmartin@gmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Dear Planning Commission, City Council, the Mayor, and city staff,

I am reaching out today to show support for the Flour Mill Development. Workforce housing is essential to our community and local businesses and organizations. It has been a major topic of discussion for many years and is always at the forefront of every political conversation.

The Flour Mill development is a great example of what we need in this community to help address our housing issues. We need more developments like this, and we need to find ways to help the developers who are committed to affordability and our local workforce. This can be done by making their application process as easy as possible, helping to find solutions to the developments that benefit our community the most, and work to find ways to reduce their costs, so it can be more affordable for our community workforce.

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Sincerely,

Wayles Martin



GENERAL DEVELOPMENT APPLICATION

448 East First Street, Suite 112

Salida, CO 81201

Phone: 719-530-2626 Fax: 719-539-5271

Email: planning@cityofsalida.com

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

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

<input type="checkbox"/> Limited Impact Review:
(Type) _____

<input checked="" type="checkbox"/> Major Impact Review:
(Type) <u>Planned Dev. & Major Subdivision</u>

<input type="checkbox"/> Other: _____ |
|--|---|

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

A. Applicant Information

Name of Applicant: Biker Baker Holdings / Rob Gatzman

Mailing Address: 815 G St Salida CO 81201

Telephone Number: 303 903 4620 FAX: _____

Email Address: rob@sweetiesinsalida.com

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

B. Site Data

Name of Development: The Flour Mill

Street Address: 6907 PR 105 Salida CO 81201

Legal Description: Lot 3 Block _____ Subdivision Triple T Minor Subdiv 81201 (attach description)

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

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

Signature of applicant/agent _____ Date _____

Signature of property owner [Signature] Date 8/31/23



LIMITED IMPACT & MAJOR IMPACT SUBMITTAL REQUIREMENTS

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

An application is meant to highlight the requirements and procedures of the Land Use Code. With any development application, it is the responsibility of the applicant to read, understand, and follow all of the provisions of the Land Use Code.

1. PROCEDURE (Section 16-3-80)

A. Development Process (City Code Section 16-3-50) Any application for approval of a development permit shall include a written list of information which shall constitute the applicant's development plan, which shall be that information necessary to determine whether the proposed development complies with this Code. The development plan shall include the following, as further specified for each level of review on the pre-application checklist:

1. Pre-Application Conference (Limited Impact and Major Impact Review Applications)
2. Submit Application
3. Staff Review. Staff report or decision forwarded to the applicant (Administrative review)
4. Public Notice
5. Public Hearing with Planning Commission (Limited Impact and Major Impact Review Applications)
6. Public Notice
7. Hearing Conducted by City Council (Major Impact Review)

☒ **B. Application Contents (City Code Section 16-3-50)**

- ☐ 1. A General Development Application
- ☐ 2. A copy of a current survey or the duly approved and recorded subdivision plat covering the subject lots where the proposal is for development on previously subdivided or platted lots;
- ☐ 3. A brief written description of the proposed development signed by the applicant;
- ☐ 4. Special Fee and Cost Reimbursement Agreement completed. **major impact only*
- ☐ 5. Public Notice.
 - a) List. A list shall be submitted by the applicant to the city of adjoining property owners' names and addresses. A property owner is considered adjoining if it is within 175 feet of the subject property regardless of public ways. The list shall be created using the current Chaffee County tax records.
 - b) Postage Paid Envelopes. Each name on the list shall be written on a postage-paid envelope. Postage is required for up to one ounce. Return Address shall be: City of Salida, 448 E. First Street, Suite 112, Salida, CO 81201.
 - c) Applicant is responsible for posting the property and submittal of proof of posting the public notice.

☐ 6. Developments involving construction shall provide the following information:

(i) A development plan map, at a scale of one (1) inch equals fifty (50) feet or larger with title, date, north arrow and scale on a minimum sheet size of eight and one-half (8½) inches by eleven (11) inches, which depicts the area within the boundaries of the subject lot, including:

- a. The locations of existing and proposed land uses, the number of dwelling units and the square footage of building space devoted to each use;
- b. The location and dimensions, including building heights, of all existing and proposed Buildings or structures and setbacks from lot lines or building envelopes where exact dimensions are not available;
- c. Parking spaces;
- d. Utility distribution systems, utility lines, and utility easements;
- e. Drainage improvements and drainage easements;
- f. Roads, alleys, curbs, curb cuts and other access improvements;
- g. Any other improvements;
- h. Any proposed reservations or dedications of public right-of-way, easements or other public lands, and
- i. Existing topography and any proposed changes in topography, using five-foot contour intervals or ten-foot contour intervals in rugged topography.

(ii) 24" x 36" paper prints certified by a licensed engineer and drawn to meet City specifications to depict the following:

- a. Utility plans for water, sanitary sewer, storm sewer, electric, gas and telephone lines;
- b. Plans and profiles for sanitary and storm sewers; and
- c. Profiles for municipal water lines; and
- d. Street plans and profiles.

(iii) Developments in the major impact review procedure shall provide a development plan map on paper prints of twenty-four (24) inches by thirty-six (36) inches, with north arrow and scale, and with title and date in lower right corner, at a scale of one (1) inch equals fifty (50) feet or larger which depicts the area within the boundaries of the subject lots and including those items in Section 16-3-40(a)(3).

☐ 7. Any request for zoning action, including review criteria for a requested conditional use (Sec. 16-4-190) or zoning variance (Sec. 16-4-180);

- ☐ 8. Any subdivision request including a plat meeting the requirements of Section 16-6-110;
- ☐ 9. Any other information which the Administrator determines is necessary to determine whether the proposed development complies with this Code, including but not limited to the following:

(i) A tabular summary of the development proposal, which identifies the total proposed development area in acres, with a breakdown of the percentages and amounts devoted to specific land uses; total number and type of proposed residential units; total number of square feet of proposed nonresidential space; number of proposed lots; and sufficient information to demonstrate that the plat conforms with all applicable dimensional standards and off-street parking requirements.

(ii) A description of those soil characteristics of the site which would have a significant influence on the proposed use of the land, with supporting soil maps, soil logs and classifications sufficient to enable evaluation of soil suitability for development purposes. Data furnished by the USDA Natural Resource Conservation Service or a licensed engineer shall be used. The data shall include the shrink/swell potential of the soils, the groundwater levels and the resulting foundation requirements. Additional data may be required by the City if deemed to be warranted due to unusual site conditions.

(iii) A report on the geologic characteristics of the area, including any potential natural or man-made hazards which would have a significant influence on the proposed use of the land, including but not limited to hazards from steep or unstable slopes, rockfall, faults, ground subsidence or radiation, a determination of what effect such factors would have, and proposed corrective or protective measures.

(iv) Engineering specifications for any improvements.

(v) A plan for erosion and sediment control, stabilization and revegetation.

(vi) A traffic analysis prepared by a qualified expert, including projections of traffic volumes to be generated by the development and traffic flow patterns, to determine the impacts of a proposed development on surrounding City streets and to evaluate the need for road improvements to be made.

(vii) A storm drainage analysis consisting of the following:

(a) A layout map (which may be combined with the topographic map) showing the method of moving storm sewer water through the subdivision shall be provided. The map shall also show runoff concentrations in acres of drainage area on each street entering each intersection. Flow arrows shall clearly show the complete runoff flow pattern at each intersection. The location, size and grades of culverts, drain inlets and storm drainage sewers shall be shown, as applicable.

(b) The applicant shall demonstrate the adequacy of drainage outlets by plan, cross-section and/or notes and explain how diverted stormwater will be handled after it leaves the subdivision. Details for ditches and culverts shall be submitted, as applicable.

(c) The projected quantity of stormwater entering the subdivision naturally from areas outside of subdivision and the quantities of flow at each pickup point shall be calculated.

(viii) Evidence of adequate water supply and sanitary sewer service - Data addressing the population planned to occupy the proposed subdivision and future development phases and other developments that may need to be served by extensions of the proposed water supply and sewage disposal systems. The resulting domestic, irrigation and fire flow demands shall be expressed in terms of gallons of

water needed on an average day and at peak time, and the resulting amounts of sewage to be treated shall be expressed in gallons per day.

(ix) An analysis shall be submitted addressing how water for domestic use and for fire flows is to be provided, along with the collection and treatment of sewage generated by the property to be subdivided.

(x) A statement shall be submitted addressing the quantity, quality and availability of any water that is attached to the land.

(xi) A preliminary estimate of the cost of all required public improvements, tentative development schedule (with development phases identified), proposed or existing covenants and proposed maintenance and performance guarantees. The applicant shall submit, at least in summary or outline form, any agreements as may be required by Section 16-2-70, relating to improvements and dedications.

(xii) If intending to use solar design in the development, include a description of the steps that have been taken to protect and enhance the use of solar energy in the proposed subdivision. This shall include how the streets and lots have been laid out and how the buildings will be sited to enhance solar energy usage.

(xiii) If applicable, a report shall be submitted identifying the location of the one-hundred-year floodplain and the drainageways near or affecting the property being subdivided. If any portion of a one-hundred-year floodplain is located on the property, the applicant shall also identify the floodway and floodway fringe area. The applicant shall also describe the steps that will be taken to ensure that development locating in the floodway fringe area is accomplished in a manner which meets Federal Insurance Administration standards.

(xiv) If applicable, a report shall be submitted on the location of wetlands, as defined by the U.S. Army Corp of Engineers, on or affecting the property being subdivided. The report shall outline the development techniques planned to ensure compliance with federal, state and local regulations.

(xv) A landscape plan, meeting the specifications of Section 16-8-90.

(xvi) If applicable, a description of how the proposal will comply with the standards of any of the overlays.

(xvii) A site plan for parks, trails and/or open space meeting the requirements of Section 16-6-110 below. If an alternate site dedication or fee in lieu of dedication is proposed, detailed information about the proposal shall be submitted.

(xviii) All development and subdivision naming shall be subject to approval by the City. No development or subdivision name shall be used which will duplicate or be confused with the name of any existing street or development in the City or the County;

☐ 10. An access permit from the Colorado Department of Transportation; and

☐ 11. A plan for locations and specifications of street lights, signs and traffic control devices.

2. REVIEW STANDARDS (If necessary, attach additional sheets)

The application for Limited or Major Impact Review shall comply with the following standards.

1. **Consistency with Comprehensive Plan.** The use shall be consistent with the City's Comprehensive Plan.

See attached document for answers to all Review Standards questions.

2. **Conformance to Code.** The use shall conform to all other applicable provisions of this Land Use Code, including, but not limited to:

- a. **Zoning District Standards.** The purpose of the zone district in which it is located, the dimensional standards of that zone district, and any standards applicable to the particular use, all as specified in Article 5, Use and Dimensional Standards.
- b. **Site Development Standards.** The parking, landscaping, sign and improvements standards.

3. **Use Appropriate and Compatible.** The use shall be appropriate to its proposed location and be compatible with the character of neighboring uses, or enhance the mixture of complementary uses and activities in the immediate vicinity.

4. **Nuisance.** The operating characteristics of the use shall not create a nuisance and the impacts of the use on surrounding properties shall be minimized with respect to noise, odors, vibrations, glare, and similar conditions.

5. **Facilities.** There shall be adequate public facilities in place to serve the proposed use, or the applicant shall propose necessary improvements to address service deficiencies which the use would cause.

6. **Environment.** The use shall not cause significant deterioration to water resources, wetlands, wildlife habitat, scenic characteristics, or other natural features. As applicable, the proposed use shall mitigate its adverse impacts on the environment.

Review Standards Answers

- 1) The City of Salida's Comprehensive plan clearly states the need for affordable housing and for a sustainable economic environment for our community and for an available workforce. Our plan helps accomplish all 3 of those stated objectives. This is an affordable housing development and will provide housing for the community's workforce, which will help provide more stability to our economy.
- 2) The Flour Mill Development, will adhere to most of the zoning and development standards, as outlined by the city and county. We are applying for a planned development and the deviations from the codes are listed in both the narrative and on the plat provided.
- 3) The part of town where The Flour Mill is proposed is the ideal location for a development of its type and style. Currently this neighborhood is being developed and there are several other developments close by that are higher in density, like this one. There are also other new developments close by that are less dense and have an average housing cost much higher than what we are proposing. It provides housing diversity to the overall developments close by. Along CR 105 we are proposing single family homes and duplexes. This will give the feel of a neighborhood while driving down that road that is consistent with the other development in the area. The design of the homes will also use a modern mountain architecture, which will also be consistent with the other development in the area. The 3 story apartments and condos will be located on the western side of the property and will also fit in from both a functional and design perspective to provide both a compatible and consistent feel. The parking lot will be located in the middle of the development, to both hide the parking from the view of CR 105 and make it easily accessible for the tenants.
- 4) The biggest impact this development will have on the surrounding properties, is the increased density of people living there. We have taken into careful consideration the neighbors, traffic, parking, and noise. All these things have been taken into consideration and have been part of the design process. That is why we have exceeded the number of parking spots required and hidden them between our buildings to help keep the noise to the middle of the property. Overall, I do not believe this development will be any more of a nuisance than the other surrounding ones.
- 5) We believe that with the improved street, sidewalks that overall we are making overall improvements to the area that the public will benefit from.
- 6) We do not feel that we are causing any significant deterioration or impact to any environmental resource, or any more than the other developments to the area.

Planned Development Narrative

As most locals are familiar, Rob and Sarah Gartzman are local restaurateurs and entrepreneurs who have seen the local housing market change significantly over the last 10+ years. Initially, out of their own need and self-preservation of their businesses, Rob became increasingly interested in the development of workforce housing. At first, it was as an advocate, but has since transitioned into a developer. The goal of the development at 6907 CR 105, is to provide housing solutions for our local workforce both through ownership and rental units. The concept focuses on smaller units and density. Through those concepts, we can provide housing at attainable pricing that helps address our workforce housing needs, which is currently one of the most daunting problems facing Salida.

The development will consist of 69 units and sits on 2 acres. It is a well thought out sub-division that in total it will consist of 3 single family homes, 3 duplexes, 2, 20-unit condo (for sale) complexes and 1, 20-unit apartment (rental) complex and one laundry facility. The single-family homes, duplexes and laundromat will be located on the east side of the property all along CR 105. The apartment and condo complexes will sit on the west side of the property with parking located in between the homes and complexes.

In this development there is a mixture of 21 two-bedroom units and the remaining 48 will be studio apartments. By focusing on smaller units, they will be built to address the needs of our workforce and help keep the prices at a more affordable level. It is the goal to have 100% of this property be deed restricted, but at this point we are only willing to guarantee 50% deed restriction and the rest will be based on the commitments and negotiations from the city, county, and other partners. Finding ways to help us reduce costs, will allow us to take on the risk associated with more deed restricted units. It should not just be the role of the developer to help reduce costs but also from the city itself, if the true goal is to build deed-restricted and affordable units.

There are a total of 98 parking spots for the property for the 90 bedrooms, which exceeds the number of spaces required. 76 of the parking spots will be off-street, while the remaining 22 will be on-street. We have accomplished this while still meeting all the requirements for, sidewalks, road widths, trees, and setbacks. On the East side of the property there will be a sidewalk that will ultimately connect the bike paths on the north and south on CR 105.

The single-family homes and duplexes will all be one story buildings. The apartment and condo buildings are all going to be three-story walk-up buildings that currently are designed to be below 38 feet in height. City staff has recommended to ask for a extra few feet of variance to make sure all mechanical systems and candy canes are hidden and in addition it will likely be the height allowed for R3 zoning when the updated codes are approved. The façade of the units will feature a mountain modern architecture style to fit cohesively with the previously built structures, while also giving each of the residents a luxurious and community feeling that residents will be proud to call home.

As of right now, this development will be built in 3 phases. The first phase will build all the single-family homes and duplexes (9 units total). The second phase will build the condos (40 units) and laundry facility. The third will build the apartment rentals (20 units). By doing this in phases, it will allow for less risk for both the developer and the financier.

As part of this planned development, we are asking for some variances to the code as written. While we meet the required greenspace for the development as whole, the sub-divided lot for the parking, has only 27% greenspace which is a 3% variance reduction. I would like to point out that across the whole development we do exceed the requirements for greenspace. In addition to what we have done, there is a 1.2-acre park that has already been approved to be built 200 yards away which should offset some of the greenspace concerns. We are also asking for variances of density, height, lot size and setbacks and lot coverage for the parking lot. In terms of density, that is the whole point of this development, which is to find more affordable housing solutions, particularly for our workforce. We can only accomplish this through increased density. We are asking for a 38' building height, which will likely be the allowed R-3 height in the new code. While we can fit our buildings to the 35' requirement, the extra 3' allows us to hide our mechanical systems and roof extrusions, to be more visually appealing. In return for the stated variances, we are currently willing to deed restrict 50% of the property, which is much greater than the requirements from the city. Even if we do not go forward with 100% deed restriction, we plan to price all the units on this property at 120% AMI or below, with most falling at 100% AMI levels. The single-family homes and duplexes will all be priced at 120% AMI or below and the condos and apartments will all be at 100% AMI or below.



Rob Gartzman

The following documents are included in support of the development:

Annexation

Annexation application and petition
Serial annexation plats
Cost reimbursement agreement
Address list for public notification

Zoning

Zoning application

Planned Development

PD Plan

Architectural Character

Other requirements for the PD are included with the subdivision application.

Subdivision

- a. Survey
- b. Drainage Report
- c. Title Policy
- d. Geotechnical Report
- e. Environmental Report
- f. Water and sewer demand calculations
- g. Subdivision plat
- h. Civil engineering plans (site/landscape plan included)
- i. EOPC public infrastructure
- j. Draft construction schedule
- k. Trip generation letter

THE FLOUR MILL

Planned Development Application



September 9, 2023

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Executive Summary

This is a planned development application for the Flour Mill residential development, located at 6907 CR 105, Salida, CO 81201.

The purpose of this application is to outline the justification of this development and the need for the type of housing we are planning on building there. The City of Salida's Comprehensive plan clearly states the need for affordable housing and for a sustainable economic environment for our community and for an available workforce. Our plan helps accomplish all 3 of those stated objectives. This is an affordable housing development and will provide housing for the community's workforce, which will help provide more stability to our economy. It is no secret that housing prices, both for rental and for-sale units in Salida have increased to unaffordable levels for our workforce. The situation continues to become more dire, and it is to the point where most of our workforce have struggled to find affordable housing solutions. Our community is dependent on a workforce and those people all need a place to live. As a community we have struggled with this problem for some time, but we have found very few solutions that have had an impact, and in the meantime our housing continues to become more scarce and less affordable. While this development is not the only solution needed to solve this problem, it will be helpful to address this issue. Based on our housing needs assessment in 2022 for the country we are far behind on the need for more affordable units, particularly rentals.

This housing development creates both for-sale units and rentals and all will be priced at or below 120% AMI pricing, with most of the units priced at 100% AMI or below. Currently, it also includes 50% of the units as deed restricted and permanently affordable. This development was designed to benefit our community and workforce by increasing housing supply at more reasonable prices. We are asking for some variances to the code to help accommodate the need to increased density, that will help address the affordability and housing needs.

Site History

Originally this lot was part of the Triple T Ranch and was sub divided in into one of 3 lots. Based on the included arial photographs, historically this property was only used as agricultural and ranch land. In 1976 there was an addition of a manufactured home that has been used as a residence, short term rental and office since. It is currently used as a family residence. The remaining parts of the land have been unused for many years. More recently the surrounding areas of the property have been developed, with two different rental developments directly to the west and housing developments on most of the surrounding areas.





N
AERIAL PHOTOGRAPH - 2015
AEI



N
AERIAL PHOTOGRAPH - 1961
AEI

Planned Development Application

As most locals are familiar, Rob and Sarah Gartzman are local restaurateurs and entrepreneurs who have seen the local housing market change significantly over the last 10+ years. Initially, out of their own need and self-preservation of their businesses, Rob became increasingly interested in the development of workforce housing. At first, it was as an advocate, but has since transitioned into a developer. The goal of the development at 6907 CR 105, is to provide housing solutions for our local workforce both through ownership and rental units. The concept focuses on smaller units and density. Through those concepts, we can provide housing at attainable pricing that helps address our workforce housing needs, which is currently one of the most daunting problems facing Salida.

The development will consist of 69 units and sits on 2 acres. It is a well thought out subdivision that in total it will consist of 3 single family homes, 3 duplexes, 2, 20-unit condo (for sale) complexes and 1, 20-unit apartment (rental) complex and one laundry facility. The single-family homes, duplexes and laundromat will be located on the east side of the property all along CR 105. The apartment and condo complexes will sit on the west side of the property with parking located in between the homes and complexes.

In this development there will be a mixture of 21 two-bedroom units and the remaining 48 will be studio apartments. By focusing on smaller units, they will be built to address the needs of our workforce and help keep the prices at a more affordable level. It is the goal to have 100% of this property be deed restricted, but at this point we are only willing to guarantee 50% deed restriction and the rest will be based on the commitments and negotiations from the city, county, and other partners. The whole point of this planned development is to come up with an innovative solution to provide both rentals and for-sale affordable units for our local workforce.

Proposed Planned Development

Planned Development Title: The Flour Mill

Planned Development Intended Use: Residential housing development

Area of Planned Development: 2 acres

Adjoining Streets:

- *Vandaveer Ranch Road*
- *CR 105*

Adjoining Properties:

- *6953 CR 105, Salida, CO 81201*
- *6906 Vandaveer Ranch Road, Salida, CO, 81201 (Magpie Apartments)*

Historical and Current Use: Ranch and grazing land and as a residence.

Future Use:

- *69 total units*
 - *3 single family homes*
 - *3 Duplexes*
 - *3 Multifamily buildings*
 - *1 laundry facility*
 - *98 parking spots*
 - *21 2-Bedroom units*
 - *48 studio units*

Justification for a Planned Development

Sec. 16-7-10. - Purpose and objectives.

(a) Planned developments are intended to facilitate the purposes and objectives of this Land Use Code and the City's Comprehensive Plan and to permit the application of more innovative site planning and design concepts than may be possible under the application of standard zone districts. The purpose of a planned development (PD) is to encourage innovation and flexibility in the development of land so as to promote variety in the type, design and layout of buildings; improve the integration, character and quality of land uses; promote the more efficient use of land and infrastructure while achieving compatibility of land uses; achieve economy in the delivery and maintenance of public services, and promote the preservation of open space and natural and scenic areas.

The City of Salida's Comprehensive plan clearly states the need for affordable housing and for a sustainable economic environment for our community and for an available workforce. The Flour Mill is an innovative residential housing development that helps accomplish all 3 of those stated objectives. This is an affordable housing development and will provide housing for the community's workforce, which will help provide more stability to our economy. It creates both rentals, for-sale units and the most deed restricted units ever presented to the City of Salida in a single development, with the opportunity for more. Salida has not been presented with a development, ever, that will have such a positive impact for the largest problem facing our community.

The county's Housing Needs Assessment also states the extreme need for workforce housing. In the report it outlines that the largest needs are for rentals and smaller units, particularly studios and single bedroom units. We know as employers, that our staff and many other like it want to live by themselves at an affordable rate. Based on the wages many in this town are making, we know that \$1,100-\$1,200/month is possible for many but once you get above \$1,250/month, it becomes very hard. Our goal in this development, is to build units that our workforce can afford and to build rentals. It helps to satisfy the needs of our staffs, and others like it, as well as the 2022 Housing Needs Assessment and the needs stated in the Salida Comprehensive plan.

Development Plan

The (PD)Development Plan shall meet the following criteria, depicted on a site plan furnished by the applicant, unless the applicant can demonstrate that one (1) or more of them is not applicable or that another practical solution has been otherwise achieved:

(1)Minimum Dimensional Standards. The PD is a negotiated zone district. While there may be no fixed lot size or lot widths, the Planning Commission and City Council require minimum dimensional standards, including setbacks and space between buildings as necessary to provide adequate access and fire protection, to ensure proper ventilation, light and air between buildings and to ensure that the PD is compatible with other developments in the area.

The costs to build housing are incredibly high these days. The average lot in Salida, right now costs more than \$200,000. Even if someone were to purchase a manufactured home or built a home on the property, it would be hard to find for under \$400,000. That makes it very hard to build a house for under \$600,000 in Salida right now. The only way to accomplish more reasonable housing affordability is through higher density developments. Part of this is taking advantage of decreased lot sizes and setbacks as well as height. In the Flour Mill development, we have already had discussions with the fire department, and they don't have concerns about the ability to provide proper protections. Additionally, the buildings will not be so close that they impact ventilation or light.

Ex. Zoning		PD Area						
		R-3	overall site	SF attached	SF detached	laundromat	condo/apartment lots	HOA lot
lot #				5-10	1, 2, 4	3	11, 12, 13	14
min lot size	sf	5063	87133	n/a	2470	2000	7300	39532
density	sf/unit min	2100	1263	2310	2470	n/a	365	n/a
min lot size attached	sf	2160	n/a	2310	n/a	n/a	n/a	n/a
min lot frontage	ft	37.5	n/a	n/a	36	28	n/a	n/a
min lot frontage attached	ft	15	n/a	34	n/a	n/a	n/a	n/a
max lot coverage: structures	%	50	24	43	40	30	64	0
max lot coverage: uncovered parking/access	%	25	36	0	0	0	0	73
min landscape area	%	30	45	40	40	40	36	27
side setback primary building	ft	5	5	5	5	5	5	n/a
side setback detached accessory building	ft	3/5/10	5	5	5	5	5	n/a
rear setback principal building	ft	20	5	5	5	5	10	n/a
rear setback accessory building	ft	5	n/a	5	5	5	5	n/a
front setback	ft	20	5	12	12	12	5	n/a
max building height primary	ft	35	38	25	25	25	38	n/a
max building height detached accessory building	ft	25	n/a	25	25	25	25	n/a
off-street parking	spaces	69	76	n/a	n/a	n/a	n/a	76
number of trees (not counting street trees)	each	1/800sf req'd landscape	38 (32 required)	1	1	1	4 (3 required)	15
living cover	% lot area	30% landscape x 60% living = 18%	18	18	18	18	18	5
street trees	each	50' on center average	13	n/a	n/a	n/a	n/a	n/a
parking lot landscape area	sf	7 sf per req'd parking space	n/a	n/a	n/a	n/a	n/a	600 (483 req'd)
parking lot trees	each	1 per 15 req'd parking spaces	n/a	n/a	n/a	n/a	n/a	5

Values highlighted green indicate that the PD Plan exceeds R-3 standard. Green highlighted values have been increased slightly beyond the actual values in the PD plan to allow for minor design changes without PD amendment. Values not highlighted are the actual values per the PD plan and do not revise the underlying zone requirement.

Table -Dimensional Standards

(2) Trails. Reasonable effort must be made to connect to nearby recreation trails, parks and public open space such that green corridors define and connect urbanized areas. Any trails identified for the area in the City's Comprehensive Plan or Parks Master Plan must be included in the PD.

We will be installing a sidewalk on CR105 and Vandever Ranch Road, which right now don't connect to the adjacent properties, because neither have sidewalks and have designed a path to connect to the paths at the Magpie development but the Judd's say they don't want to have a mutual easement.

(3) Ownership and Maintenance. No PD shall be approved unless the City Council is satisfied that the landowner has provided for or established an adequate organization for the ownership and maintenance of common open space and private roads, drives, parking or other common assets to ensure maintenance of such areas.

The Plan here is to establish a HOA association. There is a lot of shared space and parking that should be addressed through a HOA. Additionally, we would like to include as many of the utilities as possible into the HOA to help reduce overall housing costs. Utilities like internet, trash services, and possibly others will all help in this. That being said the Gartzman's will own 20 of the total units and that will help give them a majority control to ensure the property is properly maintained and remains a benefit to the city long term. The Gartzman's have shown over many years in business that they take ownership and maintenance seriously and will be actively involved in making sure this happens.

(4) Water and Sewer. The developer shall provide municipal water and sewer facilities within the PD as required by the City.

As drawn in the plans the development will be tied into the city's water and sewer.

(5) Residential Density. Density shall be limited as required by the Planning Commission and City Council upon consideration of the overall development plan, individual characteristics of the subject land and surrounding uses. In a multi-lot PD, the averaging of lot areas shall be permitted to provide flexibility in design and to relate lot size to topography, but each lot shall contain an acceptable building site. The clustering of development with usable common open areas shall be permitted to encourage provision for and access to common open areas, encourage pedestrian access and to save street and utility construction and maintenance costs. Such clustering is also intended to accommodate contemporary building types which are not spaced individually on their own lots but share common side walls, combined service facilities or similar architectural innovations, whether or not providing for separate ownership of land and

buildings. In high-density development, housing will be designed to provide adequate privacy between dwelling units.

Once again, we the Flour Mill development is trying to help address our workforce housing concerns. The only way to truly do this is through increased density. The increase in density is not so much that it will have negative impacts on the surrounding community. There are already higher density projects adjacent to the property and down the block. The building designs are also a mountain modern look that has a similar feel to the other buildings in the area. More dense housing developments are necessary for us to solve our workforce housing problems. They will have to be located somewhere within city limits and this is a perfect location for such density.

(6) Relationship to the Subdivision Regulations. The provisions of these regulations concerning Planned Developments are not intended to eliminate or replace the requirements applicable to the subdivision of land or air space, as defined in state statutes and the ordinances and regulations of the City.

This subdivision will follow all rules and regulations as defined by the city and state statutes.

(7) Improvement Standards. The PD may deviate from the Design Standards described in Article VIII of this Chapter, including specifications for the width and surfacing of streets, public ways, public utility rights-of-way, curbs and other standards, only if the reasons for such deviations are well documented and are necessary for realizing the purposes described in the objectives of development. Deviations may be incorporated only with the approval of the Planning Commission and City Council as a part of its review of the Overall Development Plan for a PD and shall conform to acceptable engineering, architectural and planning principles and practices. If a deviation from the improvement standards is not specifically addressed and approved under the Overall Development Plan, the improvement shall comply with all improvement standards of this Chapter.

As stated in the plans, the surrounding streets and sidewalks are being improved with curb and gutter and CR 105 is going to be repaved along the development to make sure there is proper width for on street parking. In addition, sidewalks are being installed even though there are not ones for them to connect to and all public improvements have met the city standards.

(8) The maximum height of buildings may be increased above the maximum permitted for like buildings in other zone districts. In no case shall a building exceed the maximum height requirement if the deviation shall result in: a. Adverse visual impacts on adjacent sites or other areas in the vicinity, including extreme contrast, interruption of vistas or scale that is disproportionate to surrounding development or natural features. b. Potential problems for adjacent sites caused by shadows, loss of air circulation or loss of view. c. Inability to provide adequate fire protection using equipment currently in use by the Fire Department.

In this case we are asking for a 3-foot increase in height to the building. In order to accomplish the necessary density for affordability and rental units, we need to build three stories tall with our multi-family buildings. While we can adhere to the 35' height requirements, the buildings will be much more aesthetically pleasing if we can hide mechanical design elements behind a parapet. The additional height will not impact fire protection and will have very little impact on scenic views but will make the development much nicer in the surrounding area.

(9) Gross Building Floor Area. The gross building floor area of uses other than residential may be limited as required by the City Council upon consideration of the Overall Development Plan, individual characteristics of the subject land and surrounding uses.

The uses for this development, all relate back to residential housing and the density required to make the development work. That includes parking, proper drainage and a laundry facility, which will be a separate building on the premises.

(10) Permitted Uses. A PD may include any permitted principal or accessory uses by right and conditional review uses allowed in any other zone, except that any use that has been declared a nuisance by statute, ordinance or any court of competent jurisdiction shall not be permitted. Uses within the PD will be permitted upon consideration of the Overall Development Plan, individual characteristics of the subject land and surrounding uses. The PD shall be designed, insofar as practicable when considering the overall size of the PD, to provide commercial, recreational and educational amenities to its residents to alleviate the necessity of increased traffic and traffic congestion.

The development will have an onsite laundry facility to make for easier use and less need to travel elsewhere for laundry. Other than residential housing that is the only other use for the development.

FLOUR MILL SCHEDULE OF USES			
N = Not Permitted P = Permitted AR = Administrative Review	R-3 Zone District	Flour Mill Planned Development	Standards¹
Residential Uses			
Accessory buildings and structures.	P	P	Sec. 16-4-190(c)
Accessory dwelling units	AR	AR	Sec. 16-4-190(c)
Duplex dwelling units	P	P	
Residential (3 - 4 units)	AR	P	
Residential (5 - 19 units)	AR	P	
Residential (20 or more units)	MR	P	
Single-family dwelling units	P	P	
Short-term Rental Units	AR	N	Sec. 16-4-190(q)
Laundromat (Lot 3)		P	Standards¹
Notes:			
¹ The standards referenced herein are in addition to all other applicable standards of this Land Use Code.			

(11) Transportation design. The PD shall provide interconnected transportation networks designed to disperse and reduce the length of automobile trips, connect to adjacent roadways and enhance the greater transportation pattern of the City and surrounding area. The street design and circulation system must be adequate to support the anticipated traffic. The proposed land uses may not generate traffic volumes which exceed the capacity of existing transportation systems, or it shall be shown that adequate measures have been developed to effectively mitigate such impacts. The internal street circulation system shall be designed for the type of traffic generated, safety and separation from living areas, convenience, and access. Private internal streets may be permitted, provided that adequate access for police and fire protection is maintained, access for maintaining public infrastructure within the right-of-way is explicit and provisions for using and maintaining such streets are imposed upon the private users and approved by the Planning Commission and City Council. Bicycle lanes, paths and sidewalks shall be provided for all residential uses, retail establishments and public buildings and amenities. Nonmotorized transportation ways shall be adequate in terms of safety, separation, convenience, and access to points of destination and attractiveness.

There are several issues to consider with traffic. One of the reasons it was so important for us to build this near town, is to give the residents the ability to live near their work without the need and added expense of a vehicle. While most residents will opt to have a vehicle, it is easy to ride bikes from this location to anywhere in town. It takes less than 10 minutes to ride to downtown Salida and less than 30 minutes to walk there.

Additionally, this reduces the need for a much longer commute to other communities that have more affordable housing. This development has the ability to cut back on vehicle trips to locations like Howard or further away. As far as the development is concerned, there are two entrances to our parking facility which offer convenient traffic circles and should not have major impacts on the traffic in the area. The development is only a ¼ mile away from access to highway 50, making it easy to access anywhere locally, without negatively impacting the other residents in the area.

(12) Development Standards. The PD may deviate from the Development Standards described in this Chapter only if the reasons for such deviations are well-documented and are necessary for realizing the purposes described in the objectives of development. Any variation from the development standards of this Chapter must be specifically addressed and approved in the Overall Development Plan. If an area of development (parking, landscaping, illumination, fences, signs, etc.) is not specifically addressed and approved under the Overall Development Plan, the area of development shall meet or exceed the standards of this Chapter applying to that area of development.

All the deviations we are asking for our all outlined in our plans with the benefit of having them all go toward creating more affordable housing, while minimizing the impacts on the surrounding residents and property owners. All of our plans and justifications is outlined in this report and our applications.

(13) The PD provides for design that is energy-efficient and reduces the amount of energy consumption and demand of typical development.

The development is being designed as energy efficient as possible and to all local and state codes, to reduce energy where possible without creating excess cost to each unit. In general, multi-family building are more energy efficient with shared walls for less energy loss.

(14) Where residential uses are proposed, the PD shall provide for a variety in housing types and densities, other facilities, and common open space.

The part of town where The Flour Mill is proposed is the ideal location for a development of its type and style. Currently this neighborhood is being developed and there are several other developments close by that are higher in density, like this one. There are also other new developments close by that are less dense and have an average housing cost much higher than what we are proposing. It provides housing diversity to the overall developments close by. Along CR 105 we are proposing single family homes and duplexes. This will give the feel of a neighborhood while driving down that road that is consistent with the other development in the area. The design of the homes will also use

a modern mountain architecture, which will also be consistent with the other development in the area. The 3 story apartments and condos will be located on the western side of the property and will also fit in from both a functional and design perspective to provide both a compatible and consistent feel. In addition to the different developments in the area we are also creating different housing types within this development, creating housing diversity. The parking lot will be in the middle of the development, to both hide the parking from the view of CR 105 and make it easily accessible for the tenants.

(15) The fiscal impacts of the PD have been satisfactorily addressed and the City or special district will be able to provide adequate levels of service for police and fire protection, street maintenance, snow removal and other public services, or it shall be shown that adequate measures have been developed to effectively mitigate such impacts.

There will not be any additional costs to the city outside of any other residential development, unless the city would like to see an increase in, deed-restricted units, in which case we are open to some negotiation from the city on ways to reduce the cost of the development, in exchange for an increase in, deed restricted units.

(16) Higher levels of amenities than would be achieved by using established zone districts, including open spaces, parks, recreational areas, trails and school sites, will be provided to serve the projected population.

The amenity we are providing with this development is an increase of affordable housing for the community and our workforce.

(17) There are special physical conditions or objectives of development that the proposal will satisfy to warrant a departure from the standard regulation requirements.

They have been covered above

(18) The adjacent and nearby developments will not be detrimentally affected by the proposed PD and approval period.

N/A

Phasing

The Flour Mill planned development will ideally be built in 3 phases. The first phase will include the city street and sidewalk improvements, the sewer and water, the site drainage and all the single-family homes, and duplexes.

The Second phase will include the 2 condo buildings, which will be 40 units in total, and this phase will also include about two-thirds of the parking lot. There is a phase 2a, which is the laundry facility. 2a will be included at the end of phase 2.

The third phase will be the completion of the final multi-family building which are all apartments as well as the final completion of the parking lot.

These phases are all outlined below in the site plan. Phasing is important for this plan to reduce risk and interest





Single Family Elevations/Models



Duplex Elevations/Models



Multifamily Elevations/Models – East and South Facing



Multifamily Elevations/Models – North and West Facing

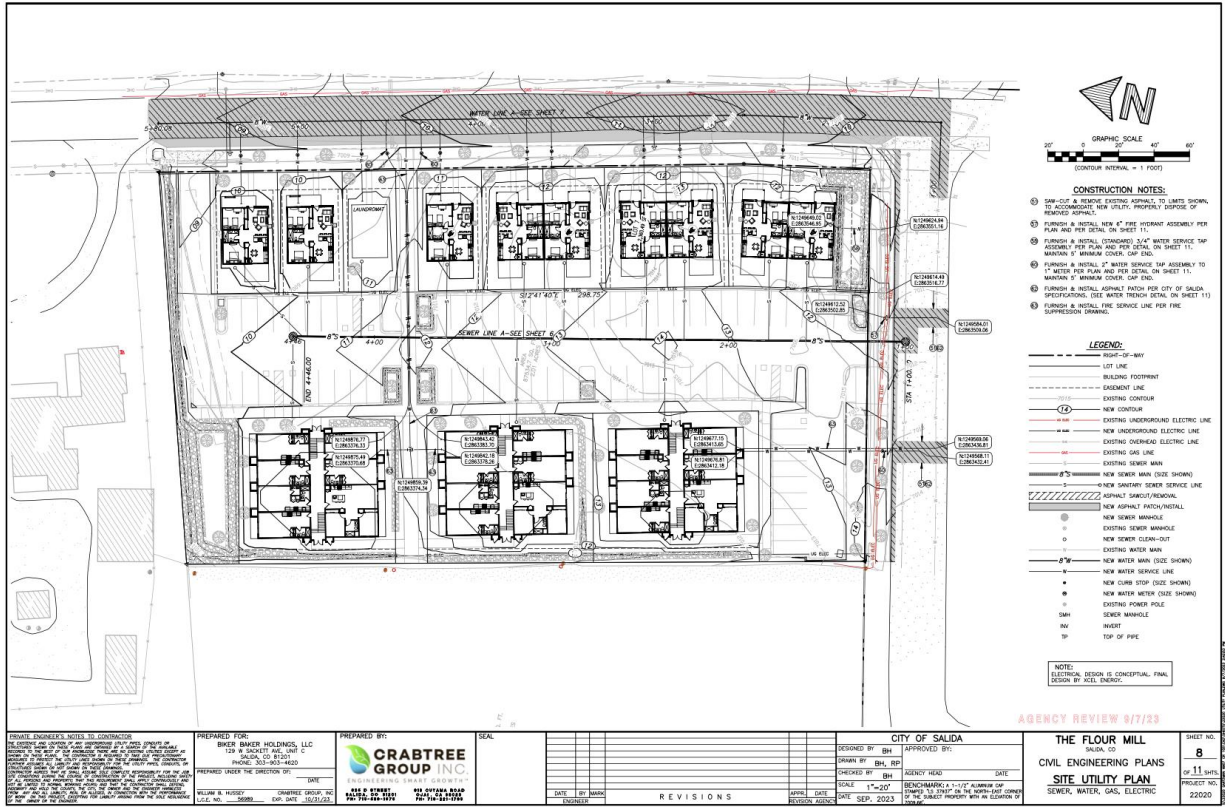
20 PLEX - 3 BUILDINGS		
UNIT	UNIT NO. /BLDG.	TOTAL UNIT NO.
STUDIO	16	48
2 BED	4	12
TOTAL	20	60

UNIT	SQUARE FOOTAGE
STUDIO	471 SF
2 BED	910 SF

TOTAL BUILDING FOOTPRINT (EA.)	4620 SF
ESTIMATED MAX BLDG. HEIGHT	34'- 0"



Multifamily elevation



Flour Mill Development PD site plan

Salida Multi-Family Development

6007 CR 105
Salida, Colorado 810201

ISSUE RECORD:
Schematic Design July 24, 2023

Client: Biker Baker Holdings, LLC
Attn. Rob Gartzman, Owner
129 West Sackett Avenue
Salida, Colorado 81201
303-903-4620
rob@sweetiesinsalida.com

Prepared By: LAI Design Group
88 Inverness Circle East
Building J, Suite 101
Englewood, CO 80112
303.734.1777



Table of Contents

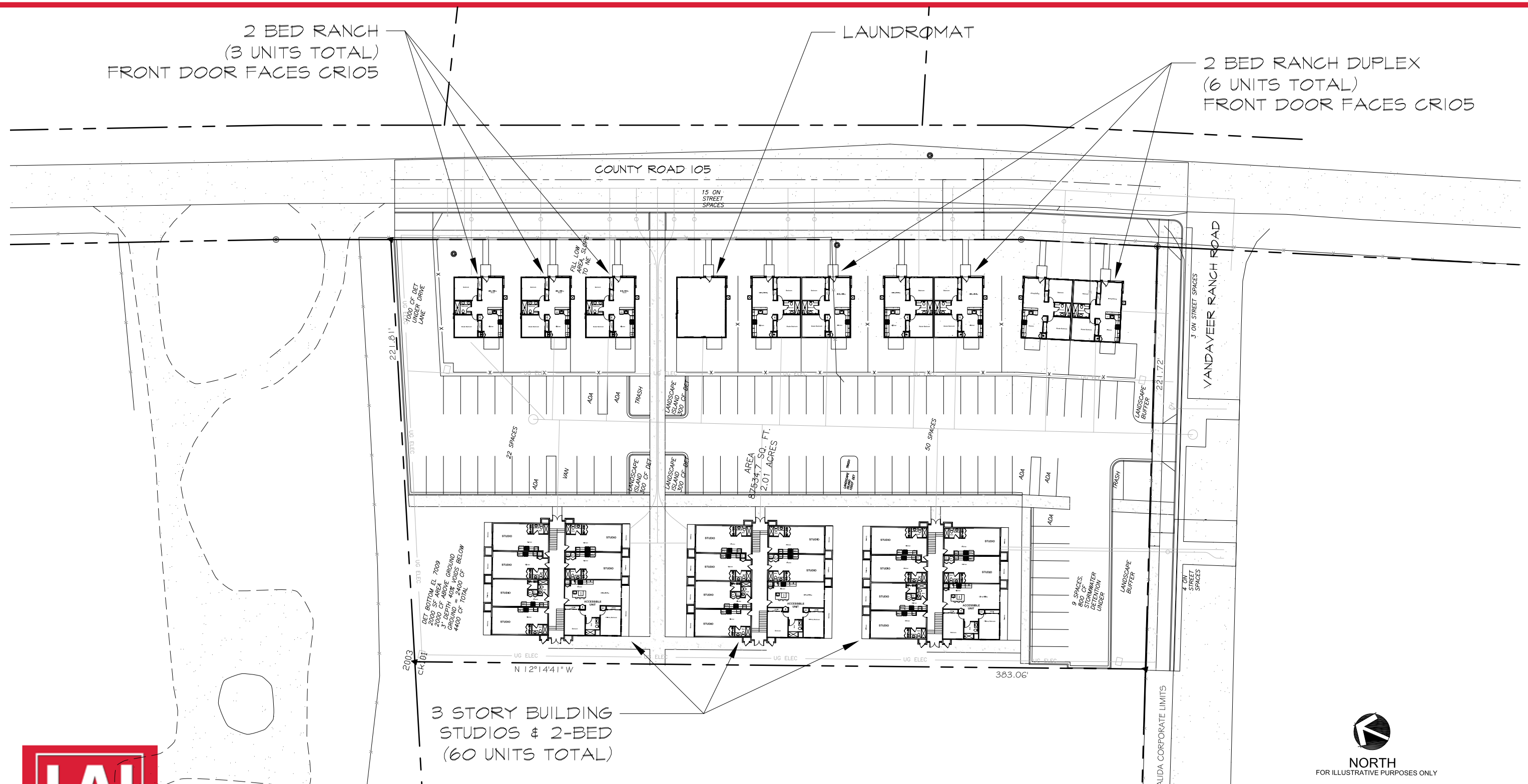
Site Location/Vicinity Map	3
Site Plan	4
Code Review and Analysis	5-6
Architectural Precedent Images	7-10
Single Family Units	11 - 12
Duplex Units	13 - 14
Multi-Family Units	15 - 17



Site Location / Vicinity Map



Site Plan



NORTH
FOR ILLUSTRATIVE PURPOSES ONLY

Code Review and Analysis

IBC CODE STUDY

PROJECT #: 221085 PROJECT NAME: Salida Multifamily
LOCATION 6907 County Road 105
Salida, Colorado 81201

Applicable Codes and Ordinances:

International Building/Residential Code: 2015
Uniform Mechanical Code: 2015
Uniform Plumbing Code: 2015
National Electric Code: 2020
International Fire Code: 2015
International Energy Code: 2006
Accessibility Standards: 2017
City Zoning/Code Ordinances: Zoning & Fire Safety (PD to be used)
Mini TOC: Chapter 16 - LAND USE AND DEVELOPMENT | Code of Ordinances | Salida, CO | Municode Library
County Code: All Codes are Chaffee County
Any additional Codes:
Ground Snow Load - See Snow Load Map
Wind Speed - 120 mph Vult
Seismic Design Category - C
Frost Depth - See Minimum Footing & Foundation Requirements
Winter Design Temp 0° F

Prepared by: Jordan Yoder Date: 07.21.2023

Revisions: _____

ZONING CODE REQUIREMENTS:

PD Will be used – These requirements can be changed

Required Setbacks: (R-2 – Medium Density)
Front: 20'
Rear: 20'
Side: 3'/5'/10'
Side: _____

Encroachment of Setbacks: () Outside Stair () Balconies/Porches () Canopies

Maximum Building Height: Stories: _____ Feet: 35' (Will ask for 38', or even 40' if needed)

OCCUPANCY REQUIREMENTS (Chapter 3-4):

Occupancy Description	Group
<u>Multifamily/Apartments</u>	<u>R-2</u>
<u>Single Family/Duplex</u>	<u>R-3</u>
_____	_____

Accessory Occupancies (508.2): _____
Non-Separated Occupancies (508.3): YES () NO ()
Separated Occupancies (508.4): YES () NO ()
Separation Requirements: _____

Mixed Occupancy Calc (508): _____
Incidental Use Separation Requirements (509): _____

CONSTRUCTION TYPE CALCULATIONS	Construction Type / Occupancy Group			
	VB (R-2)	VB (R-3)		
Basic Allowable Area Per Story (table 506.2)	7,000	UL		
Basic Allowable Stories (table 503)	3	3		
Basic Allowable Building Height (table 503)	40'	40'		

AREA MODIFICATIONS (506)
Frontage Increase Required? (506.3.2): YES () NO (X)
Frontage Increase Calculation: _____

THEREFORE, THE TYPE OF CONSTRUCTION SHALL BE: VB
FIRE RESISTIVE REQUIREMENTS: (In Hours)
(Chapter 6, Table 601)

Type of Construction:	VB			
Exterior Bearing Walls	0			
Interior Bearing Walls	0			
Structural Frame	0			
Interior Non-bearing Walls	0			
Floor Construction	0			
Roof Construction	0			

FIRE RESISTIVE REQUIREMENTS: Exterior Nonbearing Walls
(Table 602)

Fire Separation Distance:	X<5	5<X<10	10<X<30	x>30
Occupancy:				
R	1	1	0	0

IRC – Fire Table:

EXTERIOR WALL - RESIDENTIAL		MINIMUM FIRE RESISTANCE RATING	MINIMUM FIRE RESISTANCE RATING
Type	One-story detached	1 hour	1 hour
	Two-story detached	1 hour	1 hour
Attachment	Detached	1 hour	1 hour
	Attached	1 hour	1 hour
Construction	One-story detached	1 hour	1 hour
	Two-story detached	1 hour	1 hour
Foundation	Detached	1 hour	1 hour
	Attached	1 hour	1 hour

Fire Rating of Stairs (713.4): 1 Hour

Fire Separation Distance [List all sides] (705.8): _____

Exterior Doors + Windows – Allowable Area % (705.8): _____

Allowable Projection distance (705.2): _____



Salida Multi-Family Development

Schematic Design

Code Review and Analysis, con't.

Automatic Fire-Extinguishing system required? (903.2): YES (X) NO ()
Automatic Fire-Extinguishing system Provided? YES (X) NO ()
Standpipes required? (905.3.1) YES () NO (X)

EGRESS REQUIREMENTS (Chapter 10):
Minimum Egress Requirements (Section 1020 & Tables 1006.2.1, and 1004.5)

Maximum exit access travel distance (Table 1017.2): 250'

Common path of egress travel (Table 1006.2.1): 125'

Exiting Through Intervening Space Used: YES () NO ()
If yes: Exiting through intervening space requirements (1016.2.1):

Horizontal Exiting Used: YES () NO (X)

IECC - INSULATION REQUIREMENTS:
(Chapter 6, Table 601 & 602)

Climate Zone: (R301)" Zone 6

Residential Insulation Requirements (Table: R402.1.2):

	Cavity:	Rigid:	Total:
Ceiling (R-Value):			49
Wood Frame Wall (R-Value):	13	+5	19 Or
Mass Wall (R-Value):			15
Floor (R-Value):			30f
Basement Wall (R-Value):			10/13
Slab (R-Value):			10
Slab Depth (Feet):			4'
Crawl Space Wall (R-Value):			10/13

F – Or insulation sufficient to fill the framing cavity R19 min



Architectural Precendent Images

ORIGINAL LAI DESIGN SKETCHES



Architectural Precendent Images, con't.

EXISTING SALIDA ARCHITECTURE



Architectural Precendent Images, con't.

MOUNTAIN FARMHOUSE



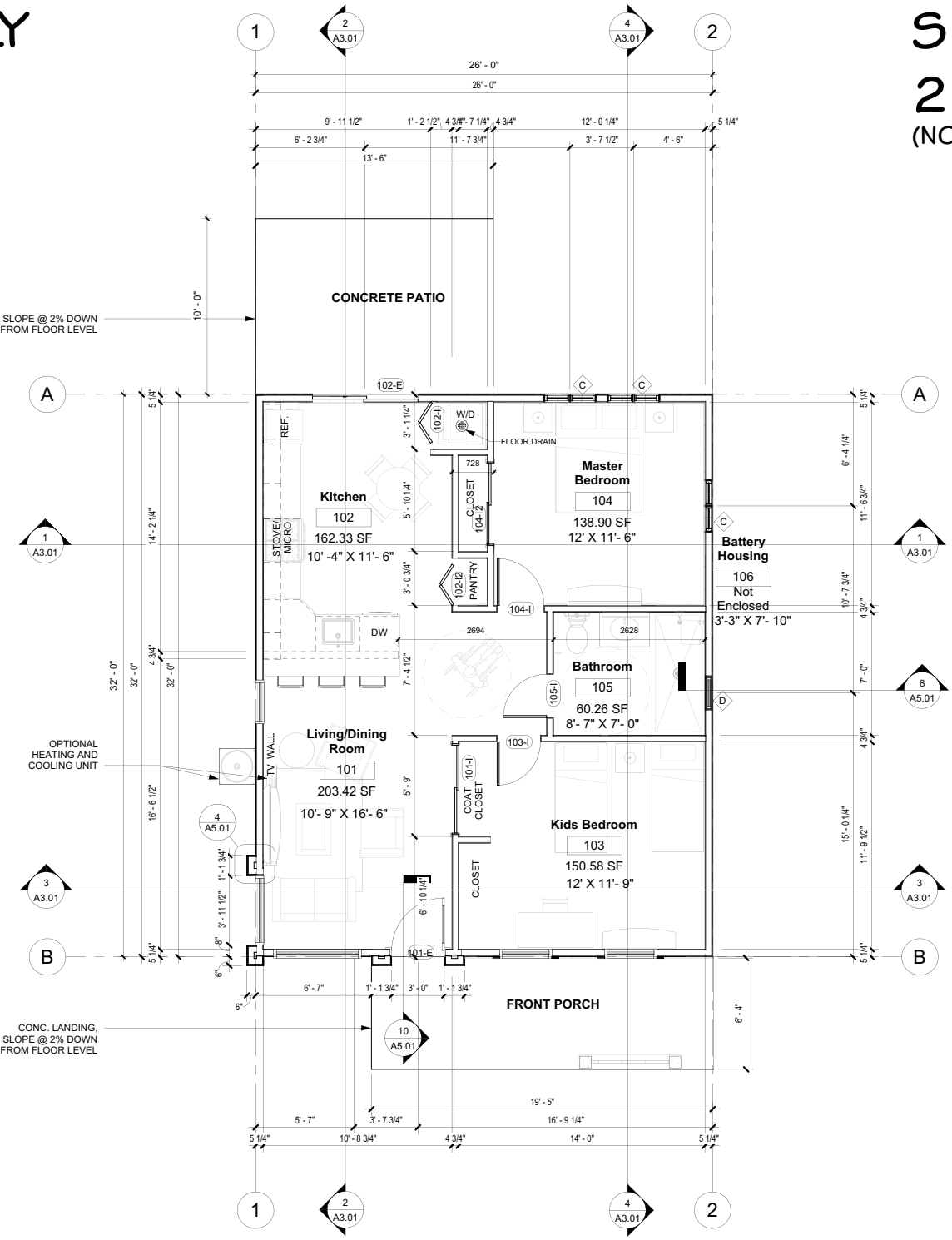
Architectural Precendent Images, con't.

MOUNTAIN MODERN

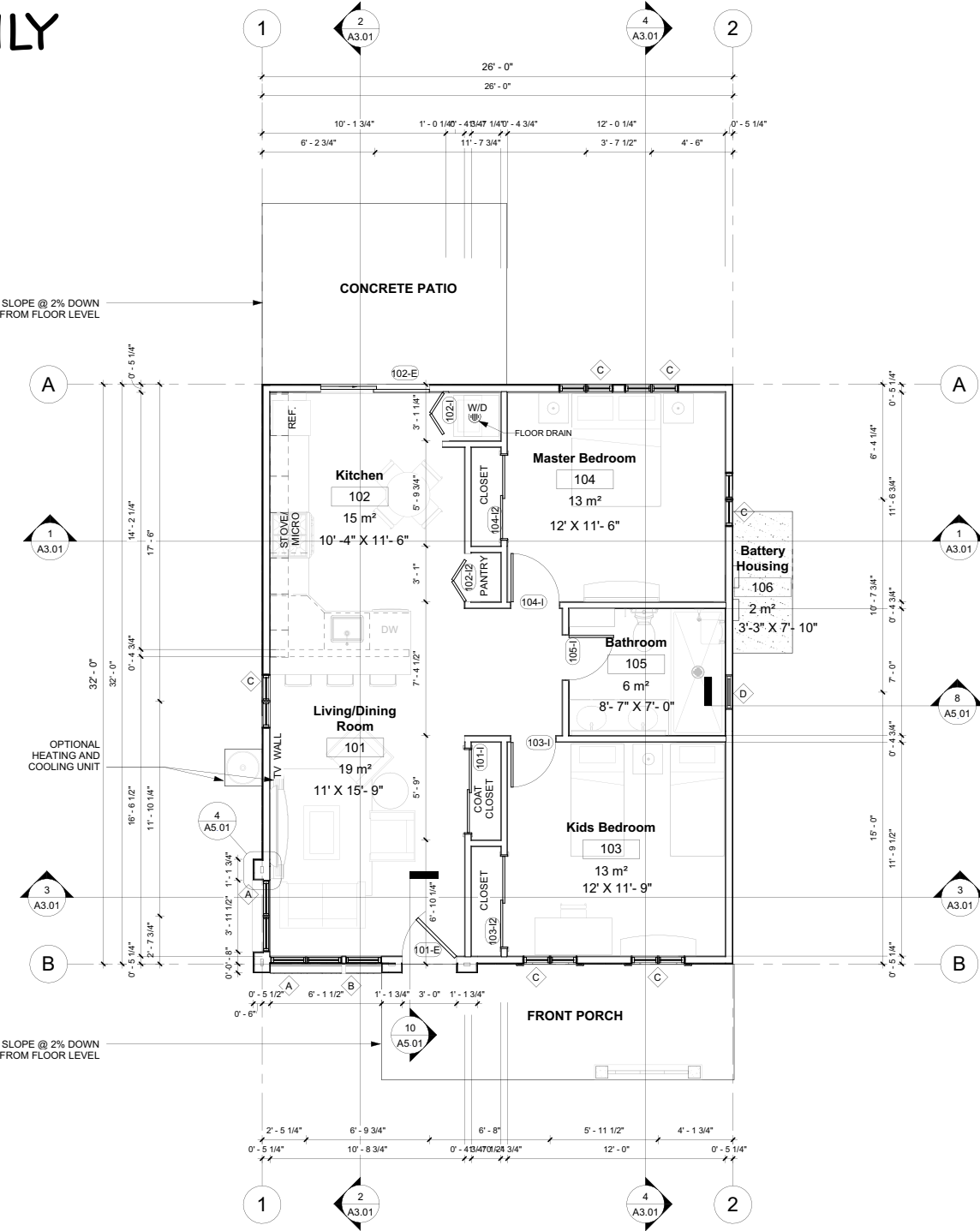


Single Family - Floor Plans

SINGLE FAMILY
2 BED (ADA)
(NOT TO SCALE)



SINGLE FAMILY
2 BED
(NOT TO SCALE)



Salida Multi-Family Development

Schematic Design

Single Family - Elevations / Models

SOUTH ELEVATION
(NOT TO SCALE)



SINGLE FAMILY - 2 BED	
TOTAL SQUARE FOOTAGE	845 SF
RIDGE HEIGHT	16'- 5"

WEST ELEVATION
(NOT TO SCALE)

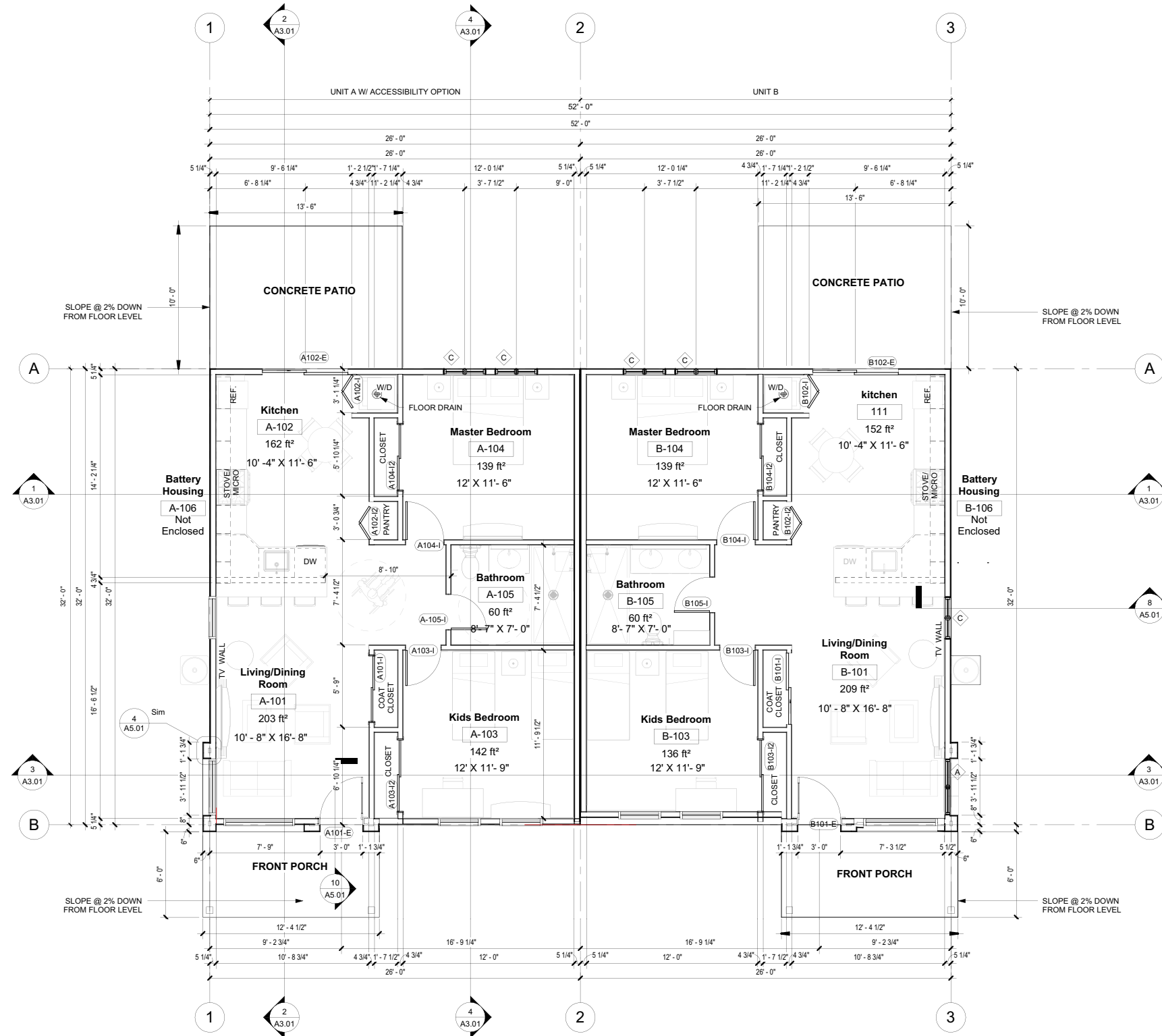


Salida Multi-Family Development

Schematic Design

Duplexes - Floor Plan

DUPLEX
(NOT TO SCALE)



Design
for when it
Matters

Salida Multi-Family Development

Schematic Design

Duplexes - Elevations / Models

SOUTH ELEVATION
(NOT TO SCALE)



DUPLEX - 2 BED	
UNIT 1 - TOTAL SQUARE FOOTAGE	837 SF
UNIT 2 - TOTAL SQUARE FOOTAGE	843 SF
RIDGE HEIGHT	19'- 4"

WEST ELEVATION
(NOT TO SCALE)



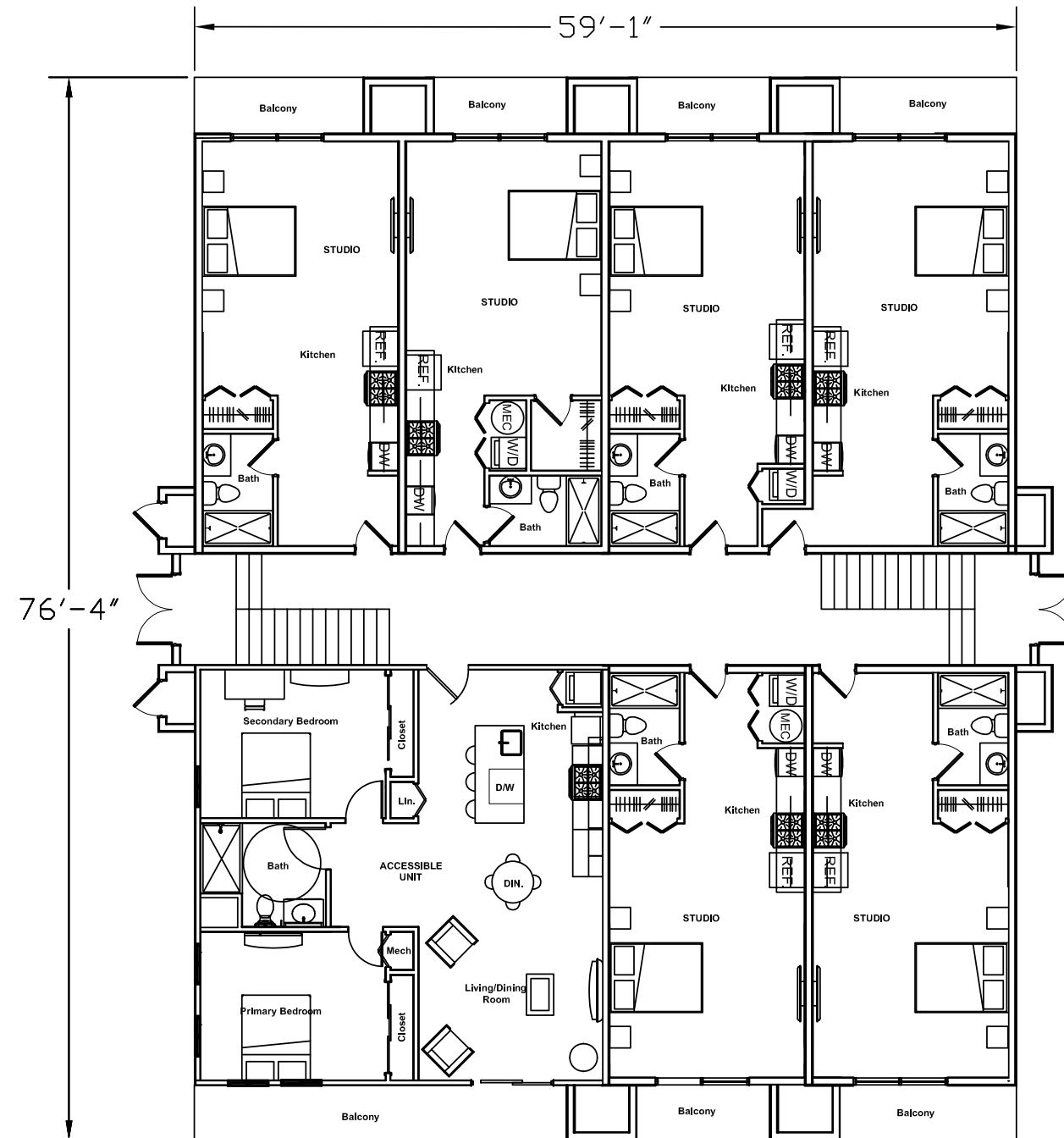
Salida Multi-Family Development

Schematic Design

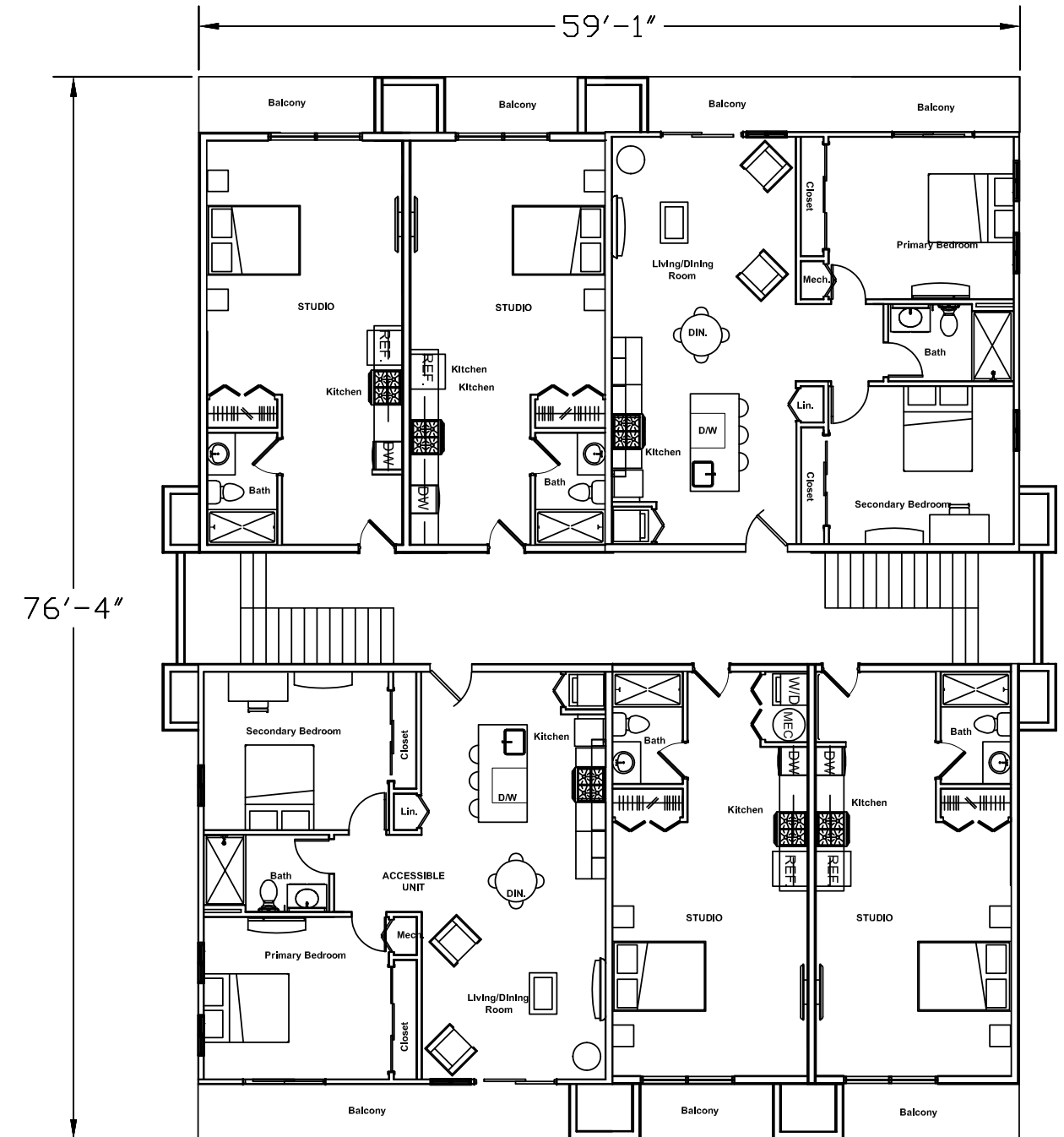
Multi-Family - Floor Plans

MULTI-FAMILY UNITS

(NOT TO SCALE)



1st/2nd Floor, Floor Plan



3rd Floor, Floor Plan

Multi-Family - Elevations



SIDE 'B' ELEVATION
(NOT TO SCALE)



REAR ELEVATION
(NOT TO SCALE)



SIDE 'A' ELEVATION
(NOT TO SCALE)



FRONT ELEVATION
(NOT TO SCALE)

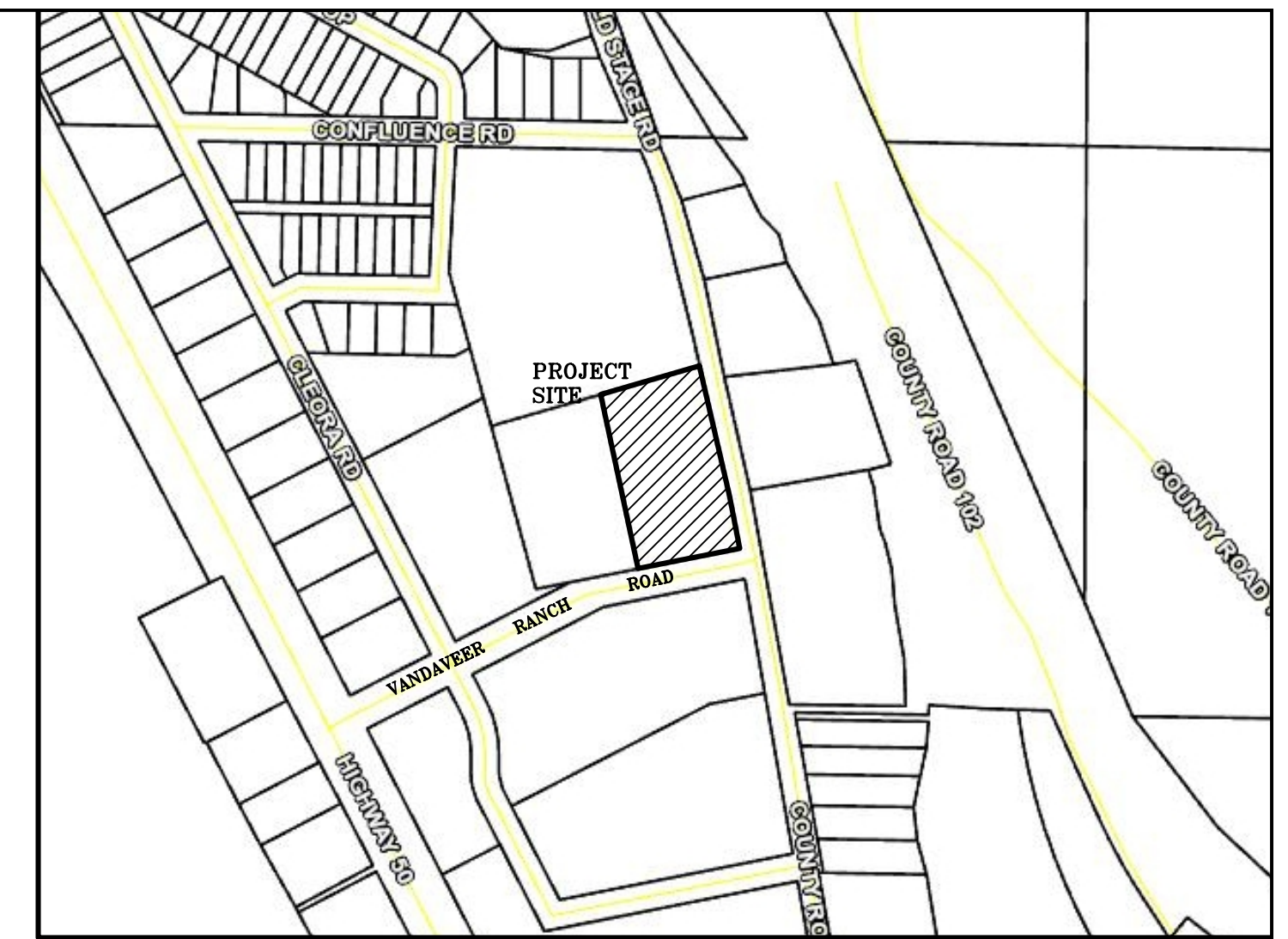
Multi-Family - Model



20 PLEX - 3 BUILDINGS		
UNIT	UNIT NO. /BLDG.	TOTAL UNIT NO.
STUDIO	16	48
2 BED	4	12
TOTAL	20	60
UNIT		SQUARE FOOTAGE
STUDIO		471 SF
2 BED		910 SF
TOTAL BUILDING FOOTPRINT (EA.)		4620 SF
ESTIMATED MAX BLDG. HEIGHT		34'- 0"

SHEET NO.
2
OF **2** SHTS.
PROJECT NO.
22020

THE FLOUR MILL
A MAJOR SUBDIVISION OF LOT 3
TRIPLE T RANCH MINOR SUBDIVISION
CITY OF SALIDA
CHAFFEE COUNTY, COLORADO



CERTIFICATION OF TITLE

I, _____, A LICENSED TITLE INSURANCE AGENT IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE PROPERTY HEREBY DEDICATED AND AS SHOWN AND DESCRIBED ON THIS PLAT AND FOUND TITLE VESTED IN BIKER BAKER HOLDINGS, LLC, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES EXCEPT AS LISTED BELOW:

DATED THIS _____ DAY OF _____, 20__.

TITLE AGENT

ACKNOWLEDGMENT OF LIEN HOLDER

HIGH COUNTRY BANK, AS LIEN HOLDER, HEREBY ACKNOWLEDGES AND APPROVES THE TERMS, CONDITIONS AND DEDICATION AS DISCLOSED UPON THIS PLAT.

REPRESENTATIVE

DATE _____

COUNTY OF _____)

) 55.

STATE OF _____)

THE FORGOING ACKNOWLEDGMENT OF LIEN HOLDER WAS ACKNOWLEDGED BEFORE ME
THIS ____ DAY OF _____ 20__, BY _____. WITNESS MY HAND AND
SEAL.

MY COMMISSION EXPIRES _____.

NOTARY PUBLIC

GENERAL NOTES

1) BASIS OF BEARING FOR THIS SURVEY IS GRID NORTH FROM COLORADO STATE PLANE COORDINATE SYSTEM CENTRAL ZONE, BASED ON G.P.S. OBSERVATIONS ALONG THE NORTHERN RIGHT-OF-WAY OF VANDAVEER RANCH ROAD BETWEEN A 1½" ALUMINUM CAP STAMPED "LS 37937" AND A 1½" ALUMINUM CAP STAMPED "LS 16117" HAVING A BEARING OF NORTH 78°47'57" EAST.

2) THIS SURVEY WAS PERFORMED IN CONJUNCTION WITH WESTCOT LAND TITLE INSURANCE COMPANY (CENTRAL COLORADO TITLE AND ESCROW), COMMITMENT NO. 22-20579, DATED AUGUST 15, 2022.

3) ZONE: P.D.

4) FEES-IN-LIEU FOR OPEN SPACE AND FOR FAIR CONTRIBUTIONS TO SCHOOLS SHALL BE REQUIRED PRIOR TO CERTIFICATE OF OCCUPANCY FOR ALL UNITS.

5) THE SUBDIVISION HAS COMPLIED WITH CHAPTER 16 OF THE SALIDA MUNICIPAL CODE AND IS SUBJECT TO THE TERMS OF THE EXECUTED SUBDIVISION IMPROVEMENT AND INCLUSIONARY HOUSING AGREEMENT, AS RECORDED AT RECEPTION NO.

6) UNDERGROUND UTILITIES SHOWN AS MARKED ON THE SURFACE BY UTILITY NOTIFICATION CENTER OF COLORADO AND OTHERS, LANDMARK SURVEYING AND MAPPING ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF ANY UNDERGROUND UTILITIES DEPICTED HEREON.

CITY COUNCIL APPROVAL

THIS PLAT IS APPROVED FOR FILING AND THE CITY HEREBY ACCEPTS THE DEDICATION OF THE EASEMENTS SHOWN HEREON.

SIGNED THIS ____ DAY OF _____. 202__
CITY OF SALIDA

BY: _____
MAYOR

CLERK AND RECORDER'S CERTIFICATE

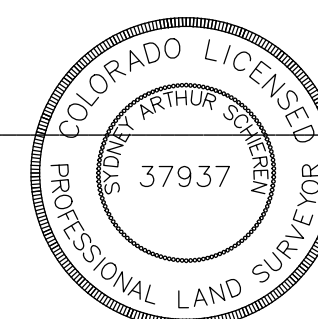
THIS PLAT WAS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF CHAFFEE COUNTY, COLORADO, AT _____ M.
ON THIS _____ DAY OF _____, 20____ UNDER RECEPTION NUMBER _____.

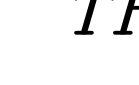
CHAFFEE COUNTY CLERK AND RECORDER

LAND SURVEYOR'S CERTIFICATE

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

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

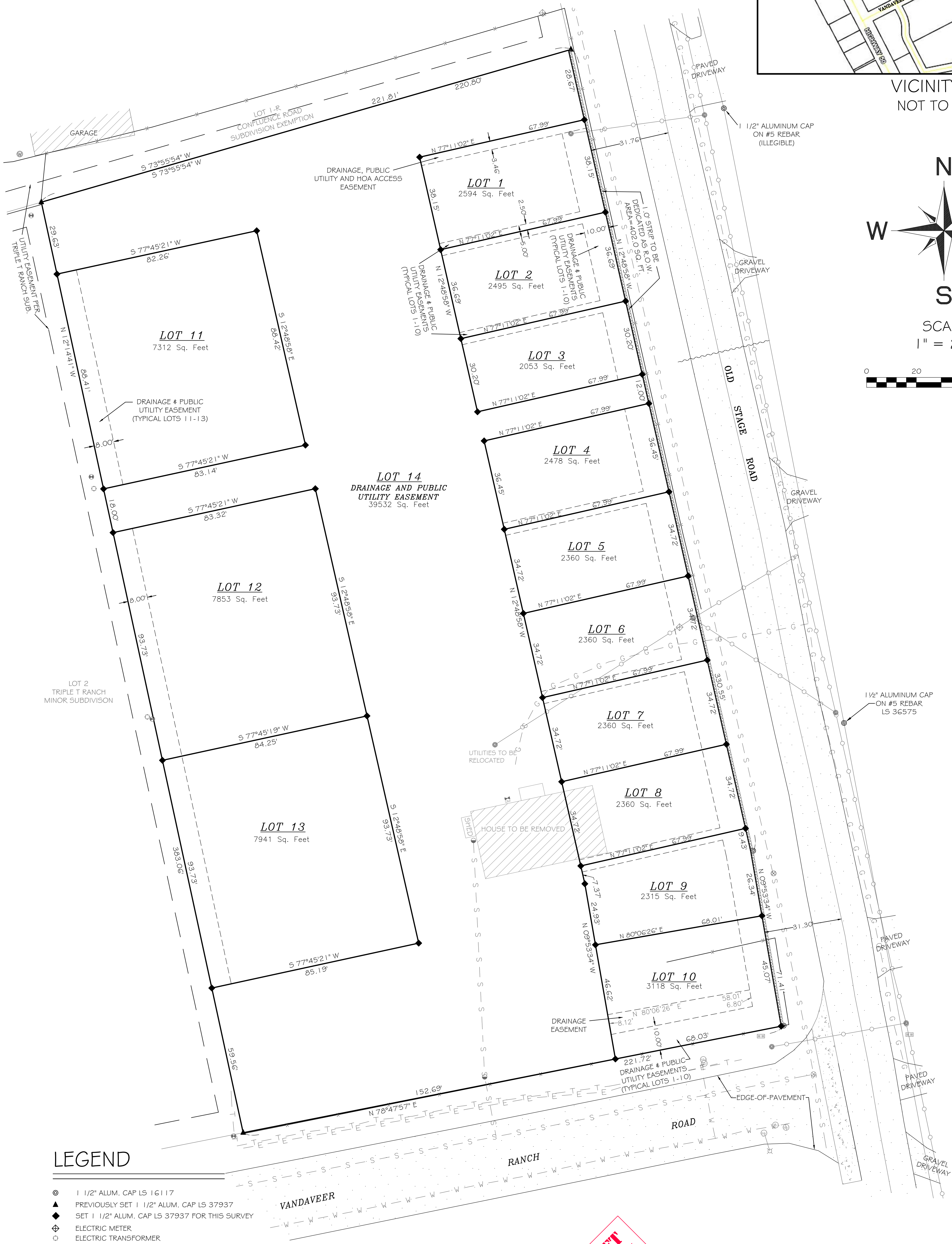
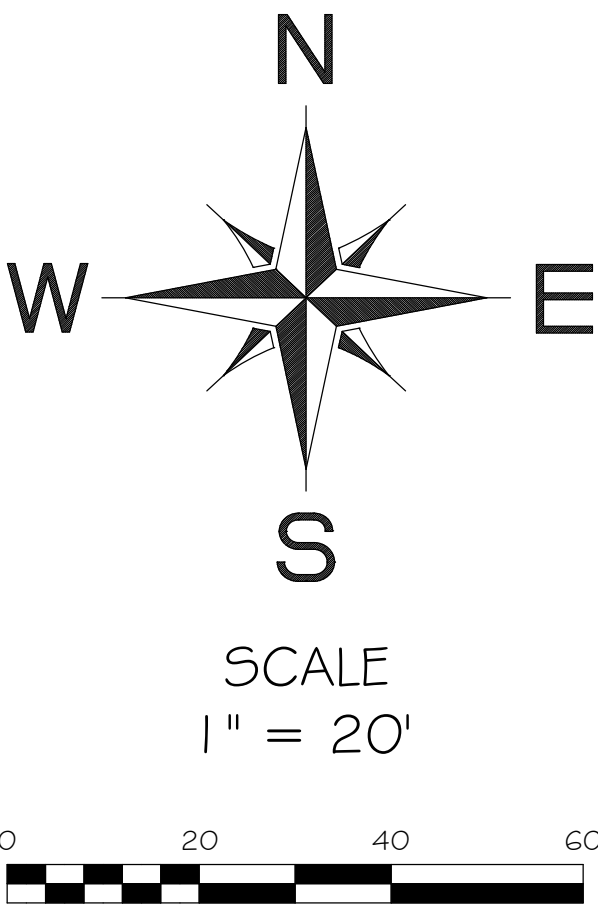


REVISED:	<p><i>THE FLOUR MILL</i></p> <p>A MAJOR SUBDIVISION OF LOT 3 TRIPLE T RANCH MINOR SUBDIVISION CITY OF SALIDA CHAFFEE COUNTY, COLORADO</p>
JOB # 22097	 <p>LANDMARK SURVEYING & MAPPING</p>
DATE: SEPTEMBER 11, 2023	
SHEET 1 OF 2	

THE FLOUR MILL
A MAJOR SUBDIVISION OF LOT 3
TRIPLE T RANCH MINOR SUBDIVISION
CITY OF SALIDA
CHAFFEE COUNTY, COLORADO



VICINITY MAP
NOT TO SCALE



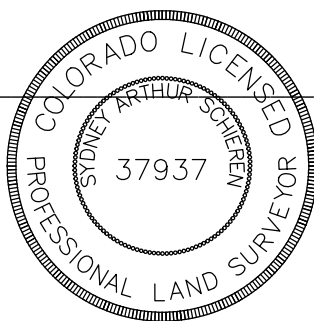
LEGEND

- 1/2" ALUM. CAP LS 16117
- PREVIOUSLY SET 1/2" ALUM. CAP LS 37937
- SET 1/2" ALUM. CAP LS 37937 FOR THIS SURVEY
- ELECTRIC METER
- ELECTRIC TRANSFORMER
- POWER POLE
- SEWER CLEAN OUT
- SEWER MAN HOLE
- TELEPHONE PEDESTAL
- WATER VALVE
- UTILITY VAULT
- FIRE HYDRANT
- FENCE
- OVERHEAD UTILITY
- UNDERGROUND SEWER
- UNDERGROUND GAS LINE
- UNDERGROUND ELECTRIC
- UNDERGROUND TELEPHONE
- UNDERGROUND WATER LINE

LAND SURVEYOR'S CERTIFICATE

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

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



REVISED:	
JOB # 22097	
DATE: SEPTEMBER 11, 2023	
SHEET 2 OF 2	

THE FLOUR MILL

A MAJOR SUBDIVISION OF LOT 3
TRIPLE T RANCH MINOR SUBDIVISION
CITY OF SALIDA
CHAFFEE COUNTY, COLORADO



LANDMARK
SURVEYING & MAPPING

P.O. BOX 668 SALIDA, CO 81201
PH 719.539.4021 FAX 719.539.4031

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



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	December 19, 2023

ITEM

Ordinance 2023-21 An Ordinance of the City Council of the City of Salida, Colorado, Reappointing and Setting Compensation for Cheryl Hardy-Moore as Municipal Court Judge for a Two Year Term Commencing January 1, 2024 and Running Through December 31, 2025, First Reading

BACKGROUND

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

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

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

Judge Cheryl Hardy-Moore was appointed to the position of Municipal Court Judge in January of 2016 for an initial term of two years. She has been reappointed to the position in January of 2018, January 2020 and January 2022, with the last rate of pay set at \$1,700 per month. During the reappointment process in 2022, the City Council set the Judge's compensation via ordinance (Ordinance 2021-20), which is required per the SMC, which states:

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

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

Judge Hardy-Moore has expressed interest in remaining in the position as Municipal Court Judge. The proposed Ordinance 2023-21, if approved via Emergency Ordinance, would become effective on January 1, 2024, which is prior to the January Municipal Court date. The Independent Contractor Services Agreement is attached as Exhibit A.

FISCAL NOTE

The fiscal impact of this Ordinance would be \$20,400 annually (monthly compensation of \$1,700). This amount has been budgeted for in the 2024 Annual Budget for the City of Salida.

STAFF RECOMMENDATION

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

SUGGESTED MOTION

A City Councilmember should state, "I move to approve Ordinance 2023-21, reappointing Cheryl Hardy-Moore as Municipal Court Judge for a two-year term, and setting the second reading and public hearing for January 1, 2024", followed by a second and a roll call vote.

**CITY OF SALIDA, COLORADO
ORDINANCE NO. 2023-21
(Series of 2023)**

**AN EMERGENCY ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF
SALIDA, COLORADO REAPPOINTING AND SETTING COMPENSATION FOR
CHERYL HARDY-MOORE AS MUNICIPAL COURT JUDGE FOR A TWO-YEAR
TERM COMMENCING JANUARY 1, 2024 AND
RUNNING THROUGH DECEMBER 31, 2025**

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

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

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

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

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

WHEREAS, the City Council deems and declares that the need to appoint the Municipal Court Judge constitutes an emergency requiring expedited adoption procedures to preserve the City's ability to operate the Municipal Court session to be held on January 19, 2024; and

WHEREAS, this Ordinance shall be deemed and declared an emergency measure necessary to the immediate preservation of the public health or safety.

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

1. The aforementioned recitals are hereby fully incorporated herein.
2. Based upon past performance in the position and her willingness to serve again, the Salida City Council hereby appoints Cheryl Hardy-Moore as Municipal Court Judge for a term of two (2) years expiring December 31, 2025, and setting the Municipal Court Judge's salary at \$1,700 per month.
3. This appointment shall be subject to execution of the contract for services attached hereto as **Exhibit A** and incorporated herein by this reference.

4. Declaring an Emergency pursuant to C.R.S. § 31-16-105, it is hereby declared that, in the opinion of the Salida City Council, an emergency exists; that there is a need for the immediate preservation of the peace, health, and safety of the City of Salida, its residents and its guests; and the immediate appointment of the Municipal Court Judge is necessary to avoid undue delay in Salida Municipal Court proceedings. This ordinance shall be effective immediately upon its adoption.

INTRODUCED ON FIRST READING, FINAL ADOPTED, AND ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the City of Salida by the City Council on the 19th day of December, 2023, and set for second reading and public hearing on the 2nd day of January, 2024.

INTRODUCED ON SECOND READING, FINAL ADOPTED, AND ORDERED PUBLISHED BY TITLE ONLY, upon the affirmative vote of not less than three-fourths (3/4) of the members of the City Council on the 2nd day of January, 2024.

CITY OF SALIDA, COLORADO

By: _____
Dan Shore, Mayor

[SEAL]

ATTEST

City Clerk Erin Kelley

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and executed effective on the 1st day of January, 2024, by and between the CITY OF SALIDA, COLORADO, a Colorado municipal corporation ("City") and CHERYL HARDY-MOORE ("Contractor").

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

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

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

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

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

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

3. **Term.** The Term of this Agreement shall be from the date first written above until December 31, 2025, or until the Agreement is terminated pursuant to Section 10 of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

15. **Assignability.** Contractor shall not assign this Agreement without the City's prior written consent.

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

17. **Survival Clause.** The "Indemnification" provision set forth in this Agreement shall survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.

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

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

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

Copy to: Wilson Williams LLP
1314 Main Street, Suite 101
Louisville, CO 80027

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

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

21. **Attorneys' Fees.** Should this Agreement become the subject of litigation between the City and Contractor, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys' fees and expert witness fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF SALIDA, COLORADO

By: _____
Dan Shore, Mayor

[SEAL]

ATTEST

City Clerk Erin Kelley

CONTRACTOR:

By: _____
Cheryl Hardy-Moore, Municipal Court Judge

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Agreement for Professional Services was acknowledged before me this
___ day of _____, 202__ by Cheryl Hardy-Moore.

Witness my hand and official seal.

My commission expires: _____.

Notary Public



CITY COUNCIL ACTION FORM

DEPARTMENT Parks and Recreation	PRESENTED BY Diesel Post - Parks and Recreation Director	DATE 12/19/23
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ITEM

Consent Agenda

Council Action - Approve entering into a contract with Recreation Engineering and Planning for River Park maintenance construction oversight upon legal team review.

BACKGROUND

The River corridor master plan sets a timeline for improvement and maintenance projects. Based on the master plan, the Scout wave was rebuilt in 2022. After the reconstruction, the feature performed as expected until high water. At high water, the wave evolved into a more significant foam pile, and many rafts had difficulty navigating it. After many discussions with Council, community, and staff, the Scout Wave improvement project became a part of the 2024 budget and work plan.

Screenshot of River Corridor master plan Capital improvement timeline:

Whitewater Park Capital Improvements				
Proposed Timeline				
	2022	2023	2024	2025
TASK				
Scout Wave Rework	Final Design/Permit-Construction			
Boat Ramp Beach		Design/Permit-Construction		
Bank Improvements		Design/Permit-Construction	Construction	
Bridge Hole Rework			Design/Permit	Construction
Slalom Course		Design/Construction		
Raft Tie Off Anchors		Install		
Signage	Planning/Install			
Memorials		Ongoing		

FISCAL NOTE

Construction Contract total:	-\$199,914.00
Construction oversight:	-\$19,795.00
Contingency (20% - based on the variable nature of river projects)	-\$43,941.80
Project Total:	-\$263,650.80
Budget:	\$275,000.00



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Parks and Recreation	Diesel Post - Parks and Recreation Director	12/19/23

STAFF RECOMMENDATION

To approve a project total of \$263,650 and to enter into a contract with Recreation Engineering and Planning for construction services oversight for the amount of \$19,795.00.

SUGGESTED MOTION

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



**CITY OF SALIDA
INDEPENDENT SERVICES AGREEMENT**

THIS AGREEMENT FOR INDEPENDENT SERVICES (“Agreement”) is made and entered into this 19 day of December, 2023 by and between the CITY OF SALIDA, COLORADO, a Colorado municipal corporation (“City”), and Recreation Engineering and Planning (“Contractor”), whose address is [486 Arapahoe Ave. Boulder, CO 80302].

WHEREAS, the City desires that Contractor perform the Services of [Construction oversight] as an independent contractor, in accordance with the provisions of this Agreement, and more fully described in **Section 1** of this Agreement; and

WHEREAS, Contractor is customarily engaged in an independent trade, occupation, profession, or business related to the services to be provided pursuant to this Agreement, and is ready, qualified, willing, and able to provide such services to the City; and

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

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

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

1. Services. The City agrees to retain Contractor to provide the services set forth herein, further specified as [Exhibit A] (“Services”), and Contractor agrees to so serve. Contractor warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein.

All equipment, tools, materials and supplies required for the performance of services under this Agreement shall be furnished by the Contractor, except that the City of Salida shall furnish the following: [None]

2. Compensation. The City agrees to compensate Contractor, in the following amount/rate/calculation [\$19,795.00], The City shall make payment within thirty (30) days of receipt and approval of invoices submitted by Contractor, which invoices shall be submitted to the City not more frequently than monthly and which shall identify the specific Services performed for which payment is requested.

3. Term. The Term of this Agreement shall be effective as of the date of its execution by both parties, as dated above until the Agreement is terminated pursuant to Section 8 of this Agreement; provided, however, that to the extent that the term of this Agreement exceeds one fiscal year, the obligations described herein shall be subject to annual appropriation by the



City Council, at its sole discretion.

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

5. Independent Contractor. The parties agree that the Contractor is an independent contractor and shall not be considered an employee, agent, or servant of the City for any purpose. Contractor is not entitled to workers' compensation benefits from the City and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement. The parties further agree and understand that as an independent contractor, Contractor does not receive the protections of the Colorado Government Immunity Act, that the Contractor is responsible for their own liability insurance, and that the City's insurance coverage does not extend to independent contractors or to the Contractor.

6. Insurance Requirements. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive general liability insurance insuring Contractor and naming the City as an additional insured against any liability for personal injury, bodily injury, damages to property, or death arising out of the performance of the Services with at least One Million Dollars (\$1,000,000) each occurrence. The limits of said insurance shall not, however, limit the liability of Contractor hereunder.

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

8. Termination. The City or the Contractor may terminate this Agreement at any time by providing a minimum thirty (30) calendar days' written notice to the other party. If the parties have mutually determined that the work has become infeasible, the parties agree to terminate the Agreement in accordance with this Section. In the event this Agreement is terminated, the Contractor shall be compensated for all work performed to date based on estimated percentage of completion, including the percentage of any and all work items begun but not completed.

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

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



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

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

13. Assignability. Contractor shall not assign this Agreement without the City's prior written consent.

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

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

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

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

To the City: City Administrator
City of Salida
448 E. First Street, Suite 112
Salida, CO 81201
(719)-539-4555

To the Contractor: [Recreation Engineering and Planning
486 Arapahoe Ave, Boulder CO 80302
Telephone number]

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

19. Attorneys' Fees. Should this Agreement become the subject of litigation between the City and Contractor, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys' fees and expert witness fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF SALIDA, COLORADO

By: _____
Christy Doon, City Administrator

CONTRACTOR:

By: _____
[Gary Lacy]
[Owner]

Scope of Work for Construction Engineering Services

Scout Wave Phase 2

Salida, Colorado

By Recreation Engineering & Planning (REP)

November 9, 2023

The following scope of work is for professional services to complete construction oversight for the Scout Wave Phase 2 project in the Arkansas River in downtown Salida. The construction is anticipated to be completed in January and February 2024. This scope does not include any design or permitting work, which is being completed by REP free of charge.

Hours will be billed at \$145/hr, and \$160/hr for Senior Engineer. See attached fee estimate for hours and expense breakdown by task and personnel.

Task 1 - Construction Engineering Services

Field engineering, inspection/observation, review of materials, aid in quantity/pay request approval, attendance at a pre-construction meeting, answering contractor questions (RFI's), etc.

Includes site visits during construction by REP engineers to inspect work quality and conformance with design intent and specifications. Site visits are to occur during stone placement and structural concrete forming. REP to review stone placement and forming prior to any concrete pouring. REP to be notified of anticipated schedule for critical review items including stone setting, concrete forming, and cofferdam breaching with sufficient advance notice.

Contractor shall allocate sufficient time to complete any formwork and/or stonework changes prior to concrete pouring. REP to inspect in-stream structures prior to flow testing, then monitor performance with river flow. Travel time and expenses are not included in the estimated fee, and will be volunteered by REP. This scope assumes that a portion of the construction inspection work will be able to be completed remotely using consistent photo sharing and communication as well as on-site camera monitoring.

This does not include additional construction services that may be required based on differing site conditions, contractor error, contractor failure to notify REP with sufficient advance notice for critical review or other unforeseen changes / challenges during construction. If changes arise that require time in excess of the estimated amount, REP will provide a fee estimate to complete the additional work at that time.

Total Fee: \$19,795

	Name	Gary Lacy, PE	Mike Harvey	Mason Lacy, PE	Riley Gelatt, PE	Spencer Lacy		
	Role	Senior Engineer	River Designer	Project Engineer	Project Engineer	Graduate Engineer		
	Billing Rate	\$ 160.00	\$ 145.00	\$ 145.00	\$ 145.00	\$ 145.00		
							Total Hrs	Total Fee
Scout Wave Phase 2 Project								
Task 1	Construction Engineering Services							
	Construction Engineering Services			8	5	10	23	\$ 3,335
	Construction Site Visits	5	50			50	105	\$ 15,300
	Project Management and Client Coordination		5			3	8	\$ 1,160
	TOTAL Task 1	5	55	8	5	63	136	\$ 19,795
	Total	5	55	8	5	63	136	\$ 19,795
Note: The fees are estimated not to exceed. Each item will be billed at the hourly rates.								
TOTAL PROJECT COSTS: \$								19,795



CITY COUNCIL ACTION FORM

DEPARTMENT Parks and Recreation	PRESENTED BY Diesel Post - Parks and Recreation Director	DATE 12/19/23
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ITEM

Consent Agenda

Council Action - Approve entering into a contract with Lowry Contracting Inc. for River Park maintenance upon legal team review.

BACKGROUND

The River corridor master plan sets a timeline for improvement and maintenance projects. Based on the master plan, the Scout wave was rebuilt in 2022. After the reconstruction, the feature performed as expected until high water. At high water, the wave evolved into a more significant foam pile, and many rafts had difficulty navigating it. After many discussions with Council, community, and staff, the Scout Wave improvement project became a part of the 2024 budget and work plan.

Screenshot of River Corridor master plan capital improvement timeline:

Whitewater Park Capital Improvements				
Proposed Timeline				
	2022	2023	2024	2025
TASK				
Scout Wave Rework	Final Design/Permit-Construction			
Boat Ramp Beach		Design/Permit-Construction		
Bank Improvements		Design/Permit-Construction	Construction	
Bridge Hole Rework			Design/Permit	Construction
Slalom Course		Design/Construction		
Raft Tie Off Anchors		Install		
Signage	Planning/Install			
Memorials		Ongoing		

FISCAL NOTE

Construction Contract total:	-\$199,914.00
Construction oversight:	-\$19,795.00
Contingency (20%)	-\$43,941.80
Project Total:	-\$263,650.80
Budget:	\$275,000.00



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Parks and Recreation	Diesel Post - Parks and Recreation Director	12/19/23

STAFF RECOMMENDATION

To approve a project total of \$263,650 and to enter into contract with the Lowry Contracting Inc. for construction services for the amount of \$199,914.

SUGGESTED MOTION

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

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Salida ("Owner") and
Lowry Contracting, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.1 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: 2023 – 15 Salida Whitewater Park Maintenance – Scout wave.

ARTICLE 2 – THE PROJECT

2.1 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: 2023 – 15 Salida Whitewater Park Maintenance – Scout wave

ARTICLE 3 – ENGINEER

- 3.1 The part of the Project that pertains to the Work has been designed by Recreation Engineering and Planning.
- 3.2 The Owner has retained Recreation Engineering and Planning ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.1 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.2 *Contract Times: Dates*

- A. The Work will begin no later than January 30, 2024
- B. The Work will be substantially completed on or before April 1, 2023, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before April 30, 2023.

4.3 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the

delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$(0.1% of Base Bid Amount) for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

4.4 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.1 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
 - A. For all Work, at the unit prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.1 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.2 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based

on the number of units completed) or, in the event, there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 90 percent of Work completed (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed.

6.3 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

ARTICLE 7 – INTEREST

- 7.1 All amounts not paid when due shall bear interest at the rate of 3 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.1 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.1 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement
 - 2. Drawings
 - 3. Addenda(s)
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.1 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.2 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.3 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.4 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.5 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

Page Intentionally left blank

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices: _____

Address for giving notices: _____

License No.: _____

(where applicable)

OPINION OF PROBABLE CONSTRUCTION QUANTITIES

SALIDA SCOUT WAVE MAINTENANCE IMPROVEMENTS 2024

Bid Item No.	Item	Description	Quantity	Unit	Unit Price	Cost
1	MOBILIZATION	Equipment access and staging.	1	LS	\$ 1,000	\$1,000
2	TREE REMOVAL	Remove and haul off approx 20 trees. Trees are on both banks of the river.	1	LS	\$ 4,800	\$4,800
3	EARTHWORK (EXCAVATION)	Regrade the river left bank. Regrade river right trail and side-slope. Excavated material to be hauled-off or responsibly deposited on site.	900	CY	\$ 15.10	\$13,590
4	WATER CONTROL AND DEWATERING	Cofferdams. Water diversion around various work sites. Pumping. Care of water.	1	LS	\$ 18,450	\$18,450
5	REINFORCED CONCRETE WALLS	Formed and reinforced wall tied into existing wall adjacent to wave structure. Dowel rebar into existing.	14	CY	\$ 1,059	\$14,826
6	IMPORTED 3-4' BOULDERS, SET AND GROUT	Grouted wing boulders set on top of existing grouted rock.	180	CY	\$ 243	\$43,740
7	RESET EXISTING FISH PASSAGE/WING BOULDERS	Reset existing ungrouted boulders in the river left wing to new elevations and positions.	75	CY	\$ 22.00	\$1,650
8	IMPORTED 3-4' BOULDERS, SET (UNGROUTED)	UngROUTED boulders set at the upstream boat ramp to enhance the existing current deflector.	10	CY	\$ 180	\$1,800
9	IMPORTED 3-4' BOULDERS, SET (UNGROUTED)	UngROUTED terraced boulders set at the toe of the river left bank. Bottom boulder set deep. Assume suitable subgrade.	218	CY	\$ 180.00	\$39,240
10	RESET EXISTING BOULDERS AND GROUT	Reset existing ungrouted trail-side instream boulders to new elevations and positions. Grout. Assume suitable subgrade.	105	CY	\$ 94.00	\$9,870
11	RESET EXISTING BOULDERS (UNGROUTED)	Reset existing ungrouted uphill trail-side boulders to new elevations and positions. UngROUTED. Assume suitable subgrade.	110	CY	\$ 22.00	\$2,420
12	CONCRETE DEMOLITION AND REMOVAL	Demo existing riverside concrete trail. Dispose of concrete material off-site.	20	CY	\$ 102.50	\$2,088

13	REINFORCED CONCRETE TRAIL	6" thick reinforced concrete riverside trail. Width varies. Pour directly on existing large cobble.	120	SY	\$ 110.00	\$13,200
14	IMPORTED 3-4' BOULDERS, SET (UNGROUTED)	UngROUTED upland boulder terracing uphill of the new river right trail.	118	CY	\$ 180.00	\$21,240
15	DREDGING AND RIVERBED RE-GRADING	Dredge and remove riverbed material in the area shown on the plans as directed by the engineer. Re-grade riverbed after dredging.	1	LS	\$ 5,000.00	\$5,000
16	MODIFY GRADE CONTROL	Install large material as directed by engineer to adjust the tailwater control.	1	LS	\$ 2,000.00	\$2,000
17	MISCELLANEOUS EQUIPMENT HOURS		20	HR	\$ 250.00	\$5,000

GRAND TOTAL	\$199,914
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Notes:

1. This estimate assumes the City of Salida will complete the revegetation and tree planting tasks.
2. Engineer construction oversight will be required and is not included in this cost estimate.

CITY OF SALIDA COLORADO

ARKANSAS RIVER WW PARK MAINTENANCE

NOVEMBER 10, 2023

PROPOSED MAINTENANCE DATES: JANUARY-FEBRUARY 2024



COLORADO ONE-CALL IS THE UNDERGROUND UTILITY NOTIFICATION CENTER FOR THE STATE OF COLORADO. THROUGH THIS FACILITY, CONTRACTORS CAN NOTIFY OPERATORS OF UNDERGROUND FACILITIES OF PROPOSED EXCAVATIONS TO REQUEST THAT THE UNDERGROUND FACILITIES BE MARKED BEFORE YOU DIG. CONTRACTORS WHO ENGAGES IN ANY TYPE OF EXCAVATION ARE REQUIRED TO CONTACT COLORADO ONE-CALL AND PROVIDE ADVANCED NOTICE.

CONTRACTOR MUST CALL THE 811 HOTLINE OR 800-922-1987 AT LEAST TWO WORKING DAYS PRIOR TO BEGINNING EXCAVATION. THE HOTLINE OPERATOR WILL NOTIFY LOCAL UTILITIES OF THE DIG LOCATION, AND UTILITY REPRESENTATIVES WILL MARK UNDERGROUND UTILITIES WITH PAINT OR FLAGS. PRIVATE PROPERTY UTILITY LINES WILL NOT BE LOCATED BY THE REPRESENTATIVE. CONTRACTOR IS RESPONSIBLE FOR LOCATING AND PROTECTING ALL UTILITIES FROM DAMAGE.

PROJECT:

THE SCOPE OF WORK FOR THIS PROJECT INCLUDES BUT IS NOT LIMITED TO THE REMOVAL AND REPLACEMENT OF LARGE GROUTED BOULDERS, CONCRETE, AND NATIVE COBBLE ARMORING AT, ADJACENT TO, AND APPURTENANT TO AN EXISTING RIVER STRUCTURE. THIS RIVER STRUCTURE IS A POPULAR TAKE-OUT AND DESTINATION FOR RIVER RECREATIONALISTS IN THE CITY OF SALIDA AND IS SCHEDULED FOR REPAIR/MAINTENANCE/MODIFICATION/IMPROVEMENT. CHANNEL GRADING, BANK STABILIZATION AND GREENWAY TRAIL MAINTENANCE/MODIFICATION IS ALSO PROPOSED AS PART OF THIS STRUCTURE MAINTENANCE PROJECT. THE EXISTING STRUCTURE WILL BE REPAIRED AND MODIFIED AT THE SAME LOCATION AS EXISTING WITH THE SAME MATERIALS.

PROJECT LOCATION:

LATITUDE: 38°32'11.7"N
LONGITUDE: 105°59'20.0"W

CHAFFEE COUNTY



VICINITY MAP



SCOUT WAVE SITE PLAN

SHEET INDEX:

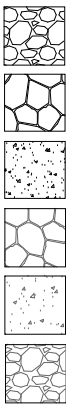
- 01 COVER SHEET
- 02 EXISTING CONDITIONS
- 03 STAGING, ACCESS, WATER CONTROL
- 04 PROPOSED STRUCTURE MAINTENANCE
- 05 STRUCTURE PLAN VIEW
- 06 STRUCTURE PROFILES
- 07 STRUCTURE CROSS SECTIONS
- 08 STRUCTURE PROFILES
- 09 BANK TRAIL DETAILS
- 10 WATER CONTROL TYPICAL
- 11 TYPICAL BMPs

PROJECT OWNER:

CITY OF SALIDA COLORADO

448 E. FIRST STREET, SUITE 112
SALIDA, COLORADO 81201

LEGEND:



- RIPRAP
- GROUTED BOULDER STRUCTURE
- CONCRETE STRUCTURES
- EXISTING GROUTED BOULDER STRUCTURES
- EXISTING CONCRETE STRUCTURES
- EXISTING 18" SCOUR PROTECTION AND/OR NATIVE ARMOR MATERIALS

ABBREVIATIONS:

- AVG AVERAGE
- DTL DETAIL
- E EAST
- ELEV ELEVATION
- FT FEET
- IN INCHES
- MAX MAXIMUM
- MIN MINIMUM
- N NORTH
- NTS NOT TO SCALE
- OC ON CENTER
- OHWM ORDINARY HIGH WATER MARK
- SHT SHEET
- STA STATION
- STD STANDARD
- TYP TYPICAL

Item 9.



RECREATION ENGINEERING
AND PLANNING
485 ARAPAHOE AVE.
BOULDER, CO 80302
WWW.BOATERPARKS.COM

DRAFT

PROJECT OWNER:

CITY OF SALIDA
448 E. FIRST STREET
SUITE 112
SALIDA, CO 81201

ARKANSAS RIVER WW PARK MAINTENANCE

ARKANSAS RIVER SALIDA, COLORADO

90% DESIGN SET

COVER & TOC

REVISIONS:

NO.	DATE

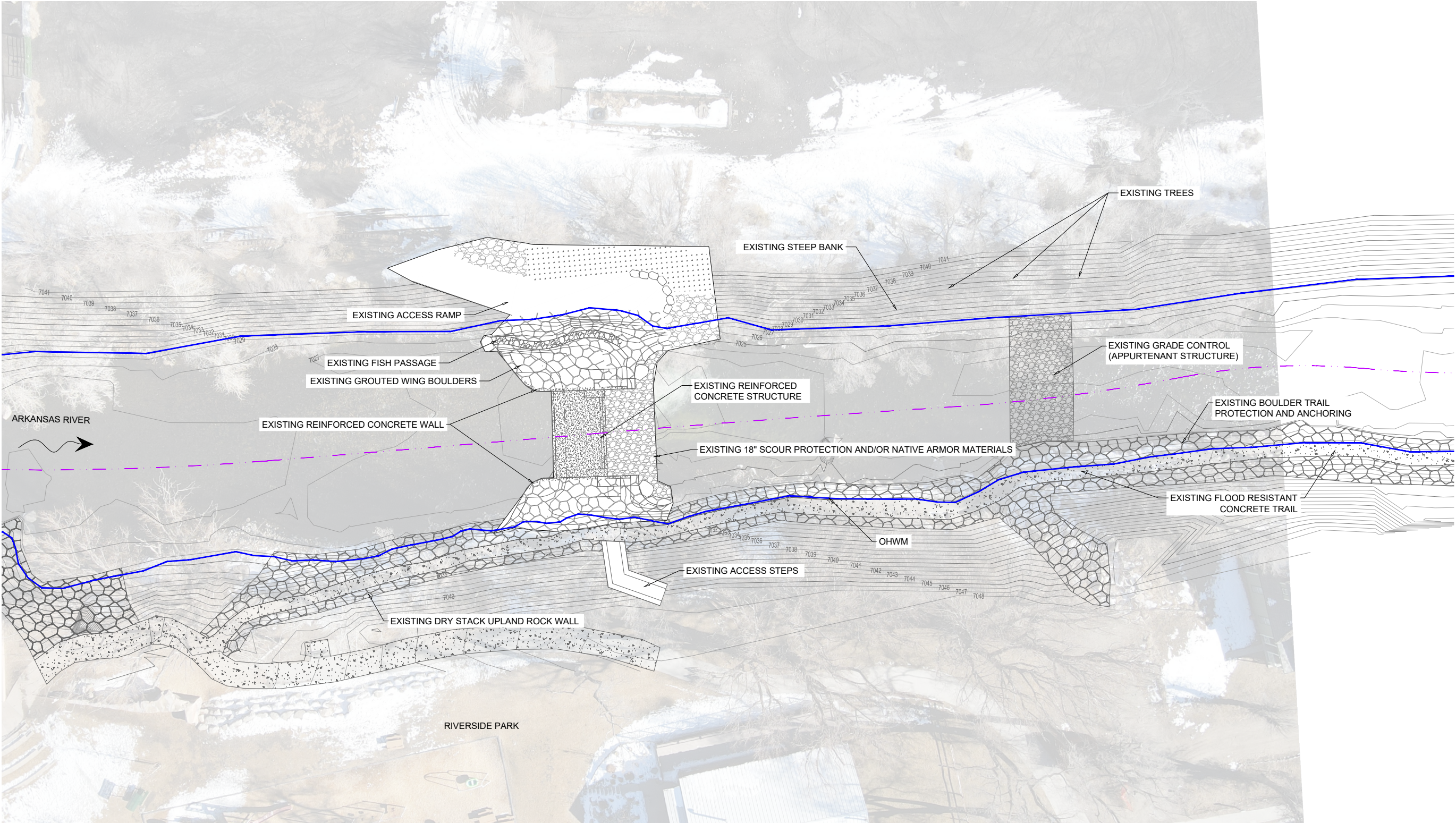
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PLOT DATE: 11/10/2023

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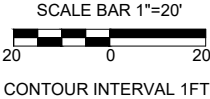
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- 255 -



EXISTING SCOUT WAVE PLAN VIEW

- WATERWAY CENTERLINE (THALWEG)
- ORDINARY HIGH WATER MARK (OHWM)



- HATCH LEGEND
- EXISTING GROUTED BOULDER STRUCTURES
 - EXISTING CONCRETE STRUCTURES
 -

NOTE:
NO PARCEL BOUNDARIES ARE SHOWN ON ANY SHEETS FOR CLARITY. ALL PROPOSED WORK WILL TAKE PLACE ON CITY OF SALIDA PROPERTY OR TRAIL & MAINTENANCE EASEMENT AGREEMENTS WITH THE CITY.

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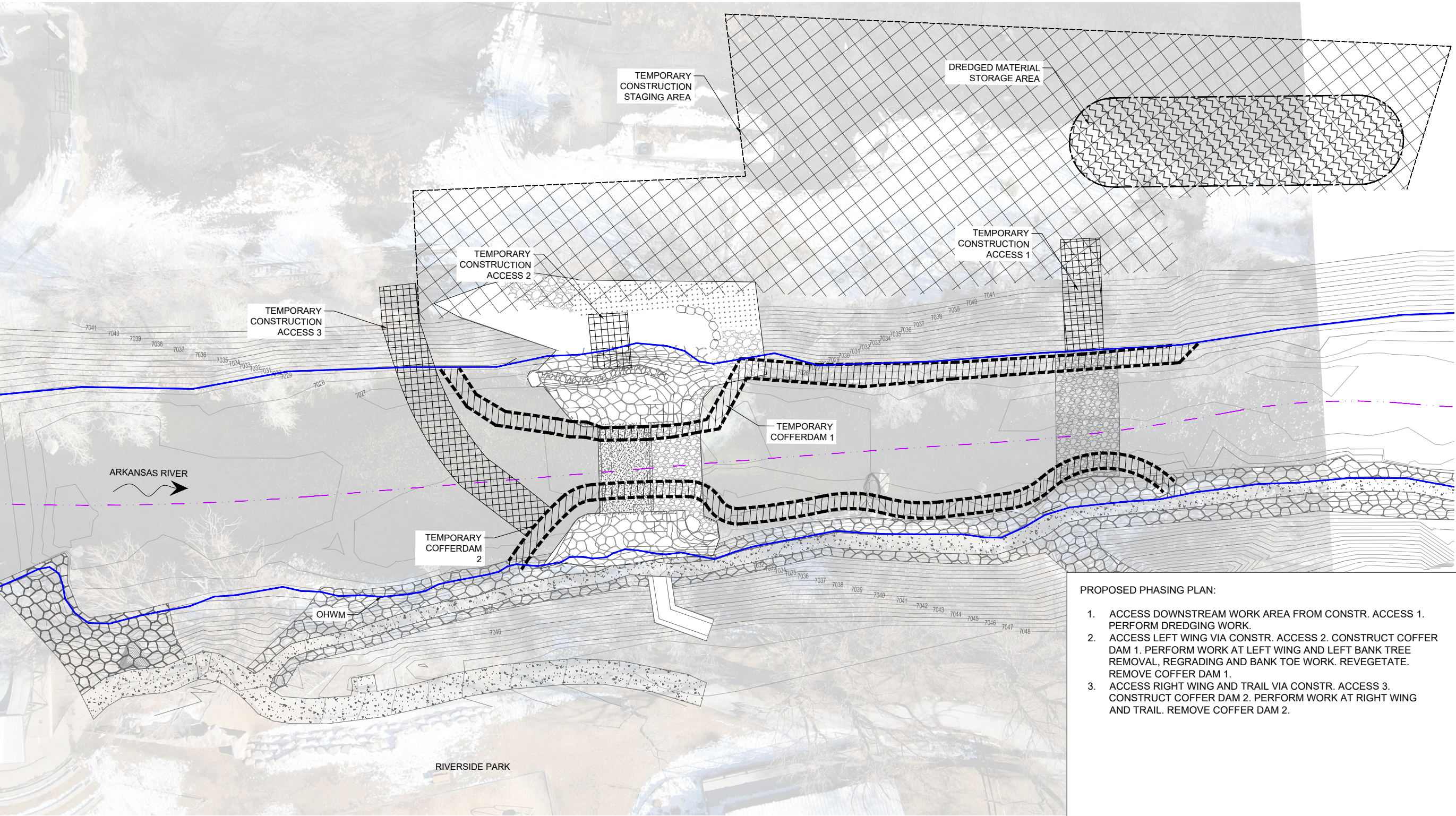
PROJECT OWNER:
CITY OF SALIDA
448 E. FIRST STREET
SUITE 112
SALIDA, CO 81201

ARKANSAS RIVER WW PARK MAINTENANCE
ARKANSAS RIVER
SALIDA, COLORADO
90% DESIGN SET
EXISTING SCOUT WAVE STRUCTURE

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PLOT DATE:	11/10/2023

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SHEET - 256 -



NOTE:
THE WATER CONTROL AND CONSTRUCTION PHASING PLAN SHOWN
HERE IS PRELIMINARY AND INTENDED TO DEMONSTRATE ONE POSSIBLE
PHASING APPROACH THAT IS FEASIBLE. FINAL WATER CONTROL AND
PHASING PLAN TO BE DEVELOPED BY SELECTED CONSTRUCTION
CONTRACTOR, AND SUBMITTED TO ENGINEER FOR REVIEW AND
APPROVAL.

STAGING, ACCESS, WATER CONTROL AND MATERIAL STORAGE

LEGEND

- CONSTRUCTION STAGING
- ORDINARY HIGH WATER MARK (OHWM)
- TEMPORARY COFFERDAM

- TEMPORARY CONSTRUCTION STAGING
- TEMPORARY CONSTRUCTION ACCESS
- DREDGED MATERIAL STORAGE AREA
- TEMPORARY COFFER DAM

PROPOSED PHASING PLAN:

1. ACCESS DOWNSTREAM WORK AREA FROM CONSTR. ACCESS 1. PERFORM DREDGING WORK.
2. ACCESS LEFT WING VIA CONSTR. ACCESS 2. CONSTRUCT COFFER DAM 1. PERFORM WORK AT LEFT WING AND LEFT BANK TREE REMOVAL, REGRADING AND BANK TOE WORK. REVEGETATE. REMOVE COFFER DAM 1.
3. ACCESS RIGHT WING AND TRAIL VIA CONSTR. ACCESS 3. CONSTRUCT COFFER DAM 2. PERFORM WORK AT RIGHT WING AND TRAIL. REMOVE COFFER DAM 2.

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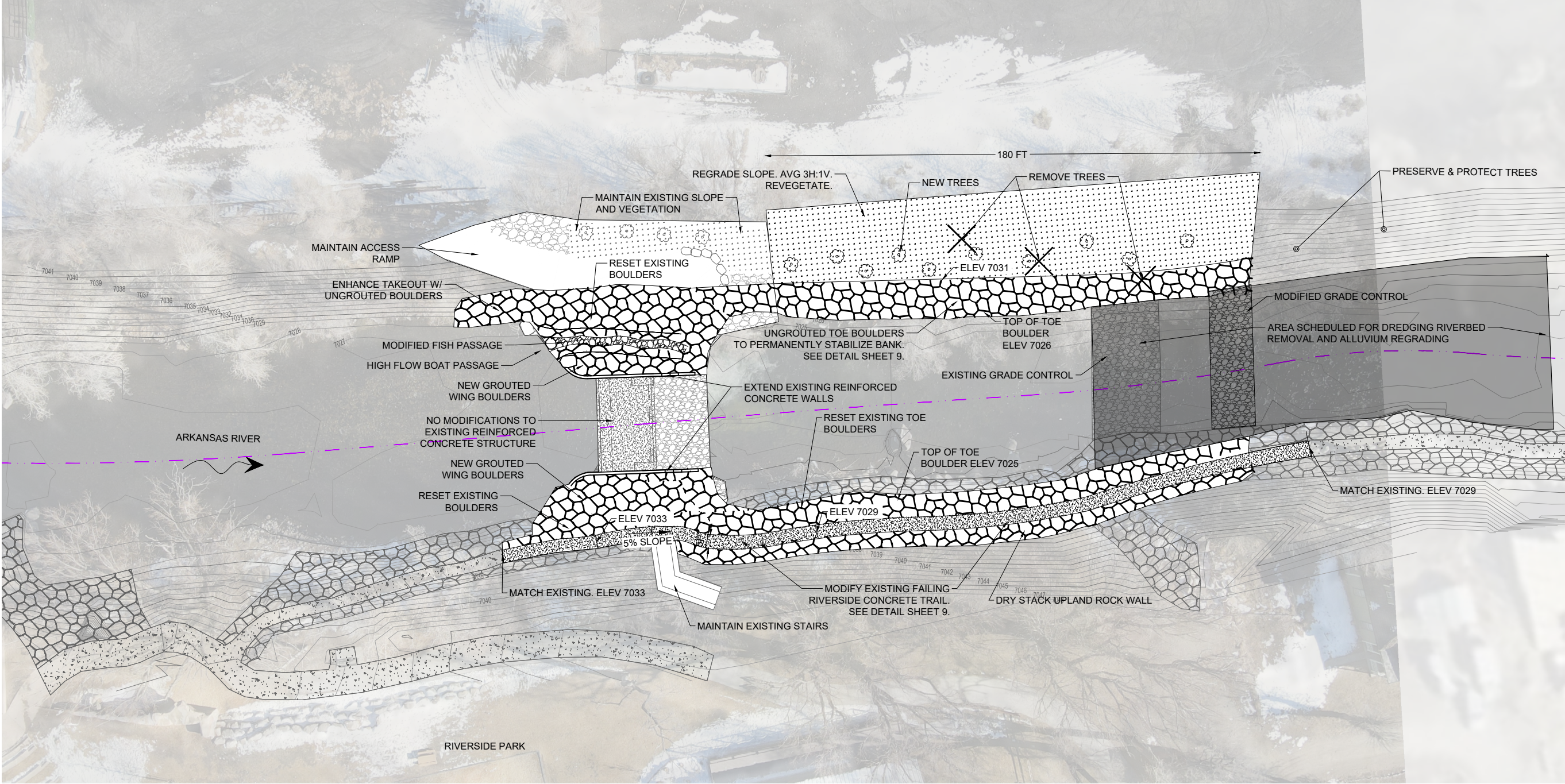
PROJECT OWNER:
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SUITE 112
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ARKANSAS RIVER WW PARK MAINTENANCE
ARKANSAS RIVER
SALIDA, COLORADO
90% DESIGN SET
STAGING ACCESS WATER CONTROL

REVISIONS:	
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PLOT DATE:	11/10/2023

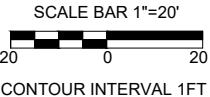
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SHEET - 257 -



SALIDA SCOUT WAVE MAINTENANCE IMPROVEMENTS PLAN VIEW

--- WATERWAY CENTERLINE (THALWEG)
--- ORDINARY HIGH WATER MARK (OHWM)



HATCH LEGEND

- | | | | |
|--|----------------------------|--|---|
| | GROUTED BOULDER STRUCTURES | | EXISTING GROUTED BOULDER STRUCTURES |
| | CONCRETE STRUCTURES | | EXISTING CONCRETE STRUCTURES |
| | RIPRAP | | EXISTING 18" SCOUR PROTECTION AND/OR NATIVE ARMOR MATERIALS |

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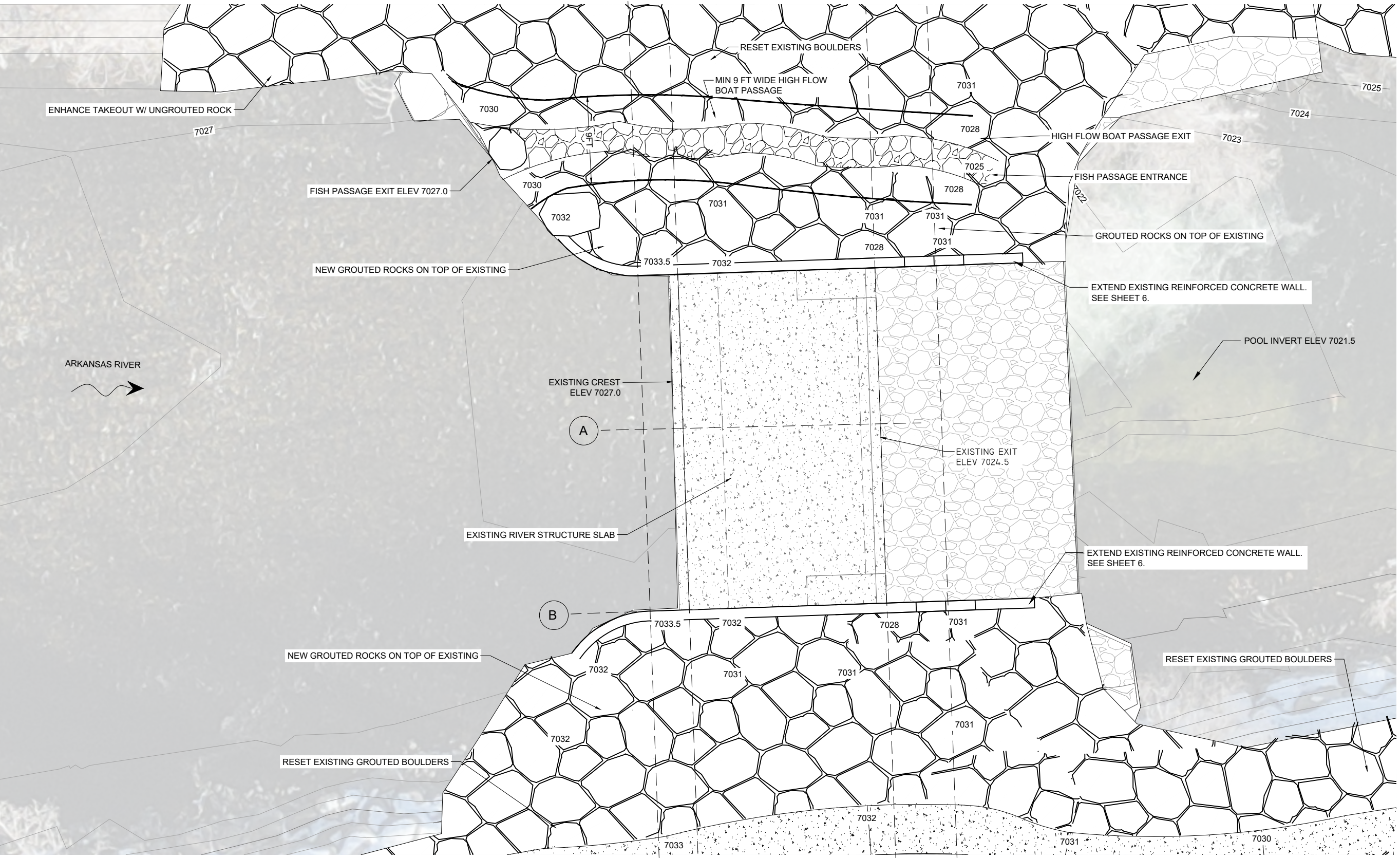
ARKANSAS RIVER WW PARK MAINTENANCE
ARKANSAS RIVER
SALIDA, COLORADO
90% DESIGN SET
PROPOSED STRUCTURE MODIFICATIONS

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PLOT DATE: 11/10/2023	

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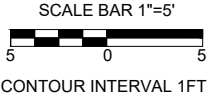
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- 258 -



SCOUT WAVE STRUCTURE MAINTENANCE MODIFICATIONS PLAN VIEW

NOTE:
CONCRETE WALL AND GROUTED ROCK WINGS ON BOTH SIDES OF THE DROP STRUCTURE MIRROR ONE ANOTHER WITH THE SAME ELEVATIONS AND GEOMETRY. DIMENSIONS AND GEOMETRY LABELED ON ONE SIDE ONLY FOR CLARITY IN SOME INSTANCES.



HATCH LEGEND

	GROUTED BOULDER STRUCTURES		EXISTING GROUTED BOULDER STRUCTURES
	CONCRETE STRUCTURES		EXISTING CONCRETE STRUCTURES
	RIPRAP		EXISTING 18" SCOUR PROTECTION AND/OR NATIVE ARMOR MATERIALS

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SALIDA, COLORADO
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PLAN VIEW STRUCTURE MODIFICATIONS

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SHEET - 259 -

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SALIDA, CO 81201

ARKANSAS RIVER WW PARK MAINTENANCE

ARKANSAS RIVER SALIDA, COLORADO

90% DESIGN SET

STRUCTURE PROFILE

REVISIONS:

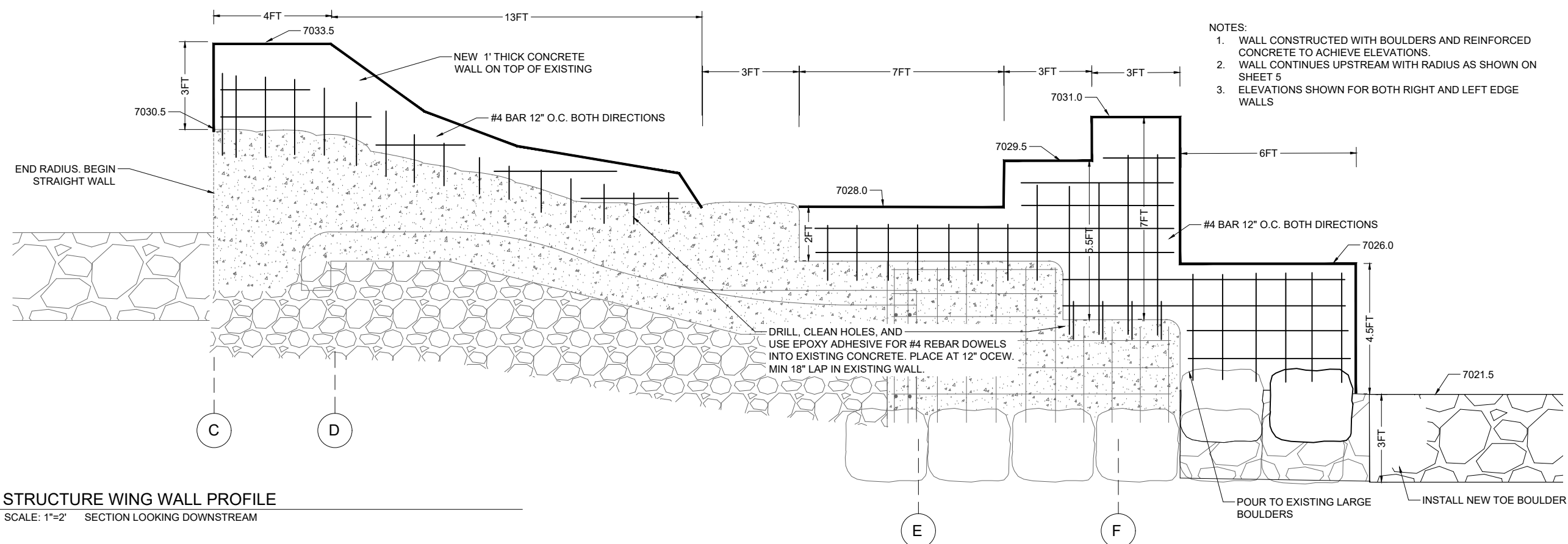
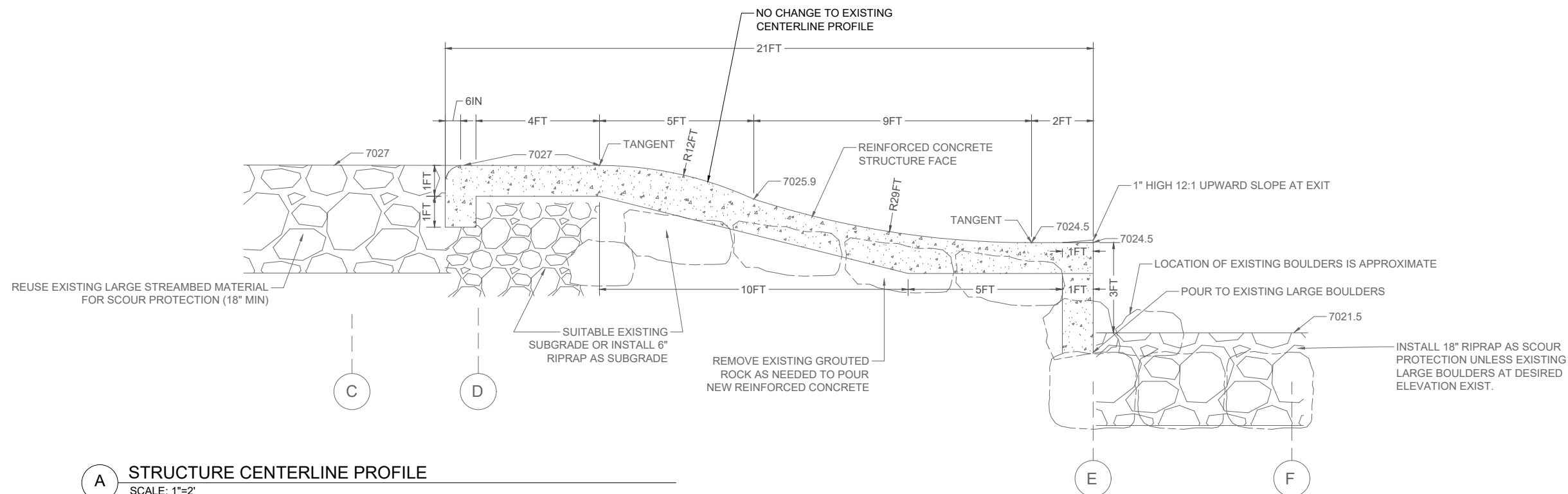
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PLOT DATE:	11/10/2023

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- 260 -





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SUITE 112
SALIDA, CO 81201

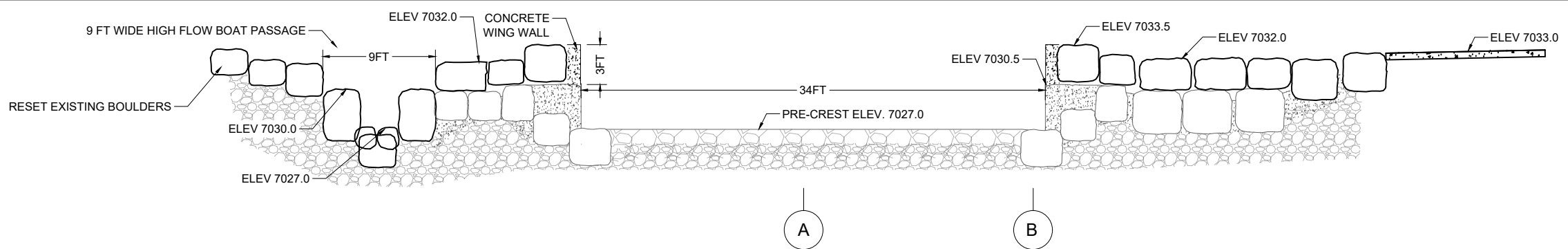
ARKANSAS RIVER WW PARK MAINTENANCE
ARKANSAS RIVER
SALIDA, COLORADO
90% DESIGN SET
STRUCTURE CROSS SECTIONS

REVISIONS:	
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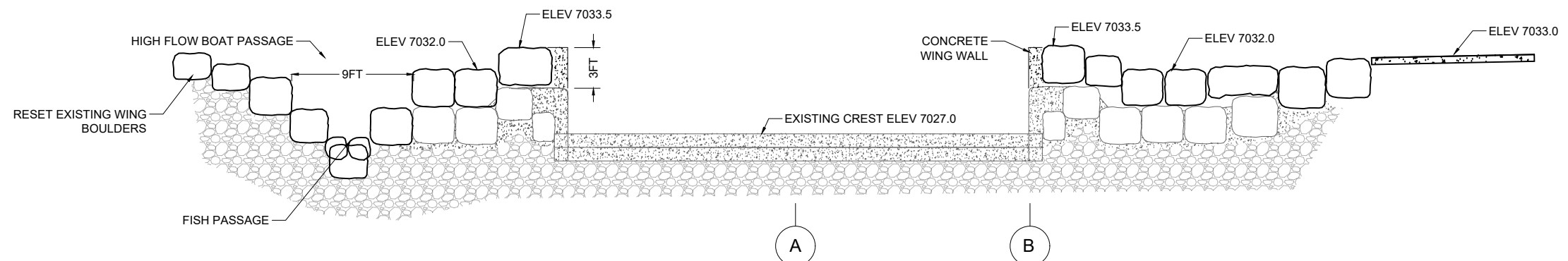
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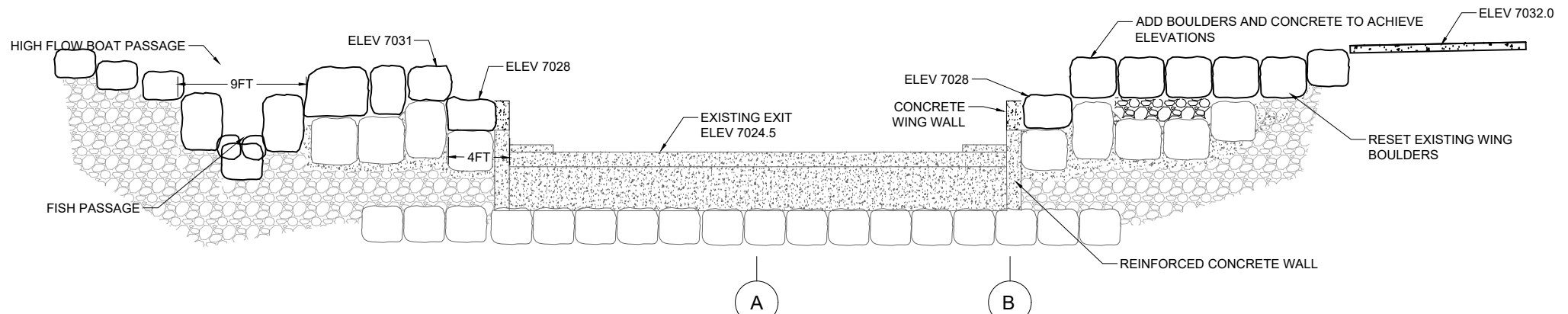
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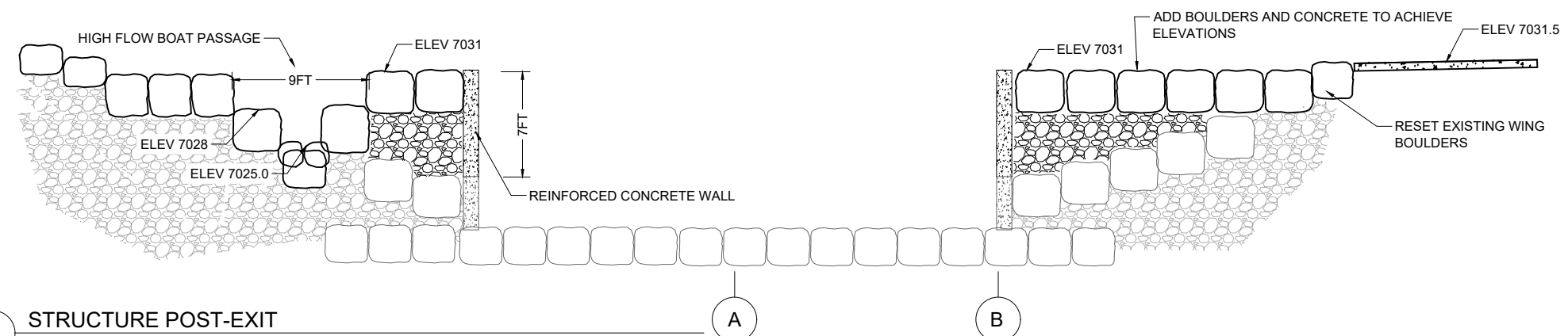
C STRUCTURE PRE-CREST
SCALE: 1"=5'



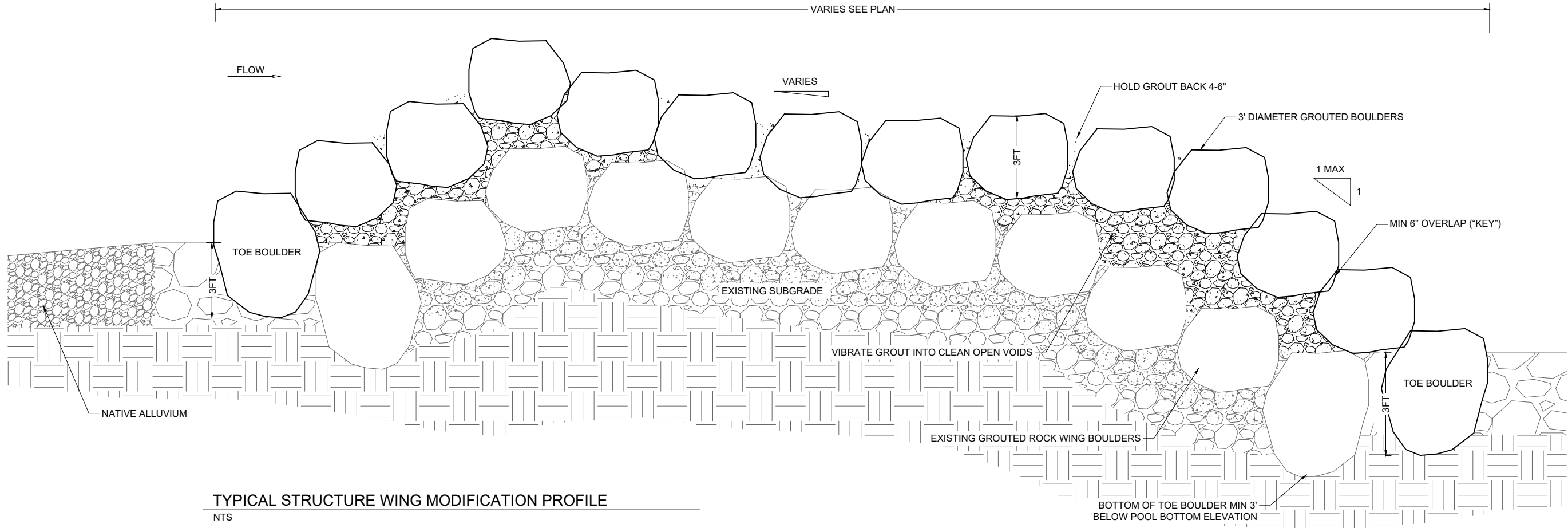
D STRUCTURE CREST
SCALE: 1"=5' SECTION LOOKING DOWNSTREAM



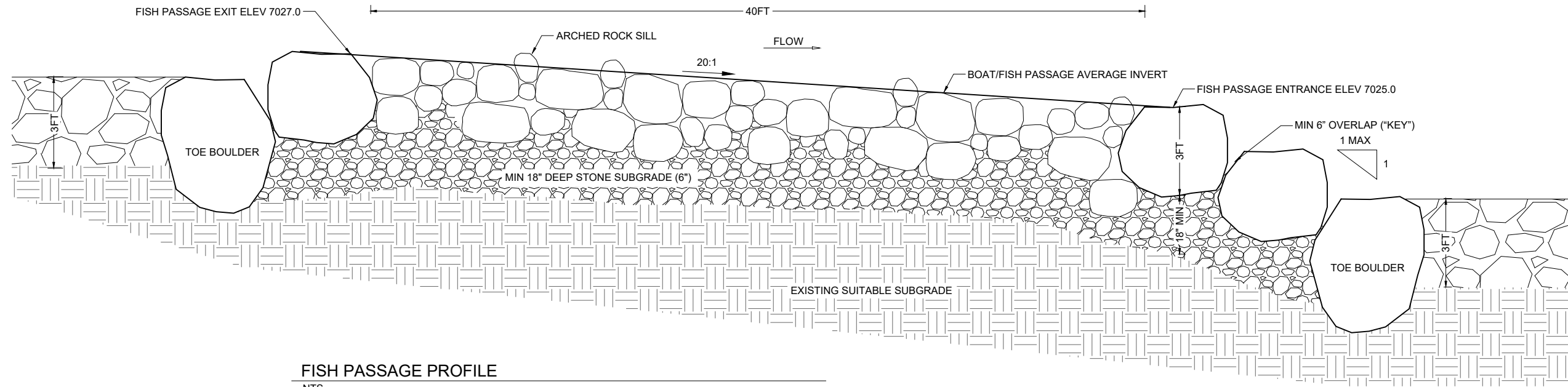
E STRUCTURE EXIT
SCALE: 1"=5' SECTION LOOKING DOWNSTREAM



F STRUCTURE POST-EXIT
SCALE: 1"=5' SECTION LOOKING DOWNSTREAM



TYPICAL STRUCTURE WING MODIFICATION PROFILE
NTS



FISH PASSAGE PROFILE
NTS

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ARKANSAS RIVER WW PARK MAINTENANCE

ARKANSAS RIVER SALIDA, COLORADO

90% DESIGN SET

STRUCTURE PROFILE WING FISH

REVISIONS:

NO.	DATE

DESIGNED: SL DRAFTED: RG
CHECKED: ML
PLOT DATE: 11/10/2023

DRAWING NO.

8

SHEET - 262 -

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SUITE 112
SALIDA, CO 81201

ARKANSAS RIVER WW PARK MAINTENANCE

ARKANSAS RIVER

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BANK TRAIL DETAILS

REVISIONS:

NO.		DATE	

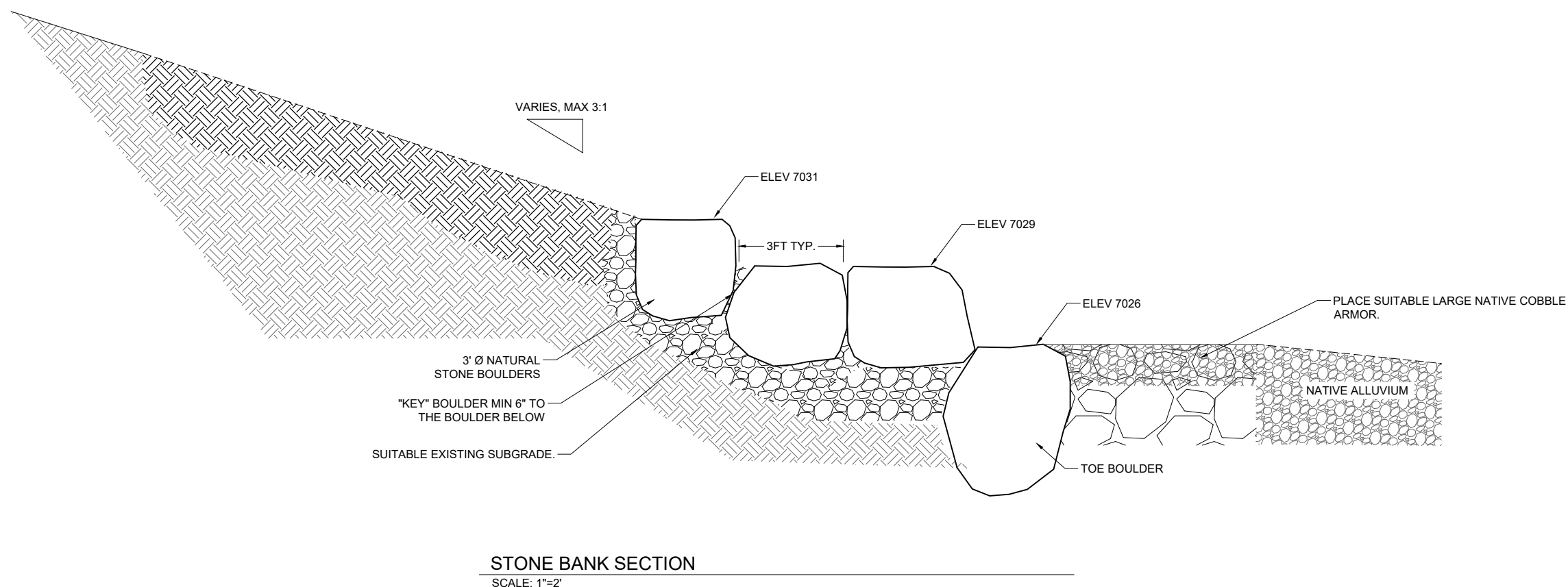
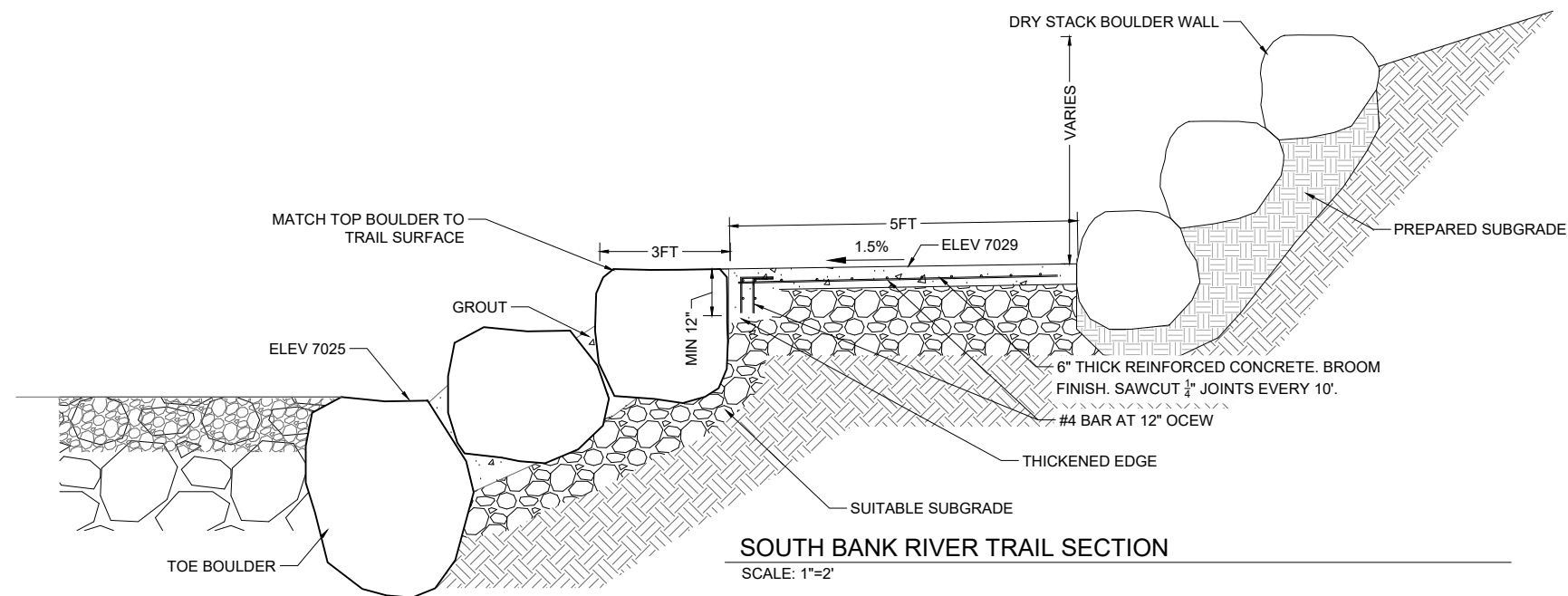
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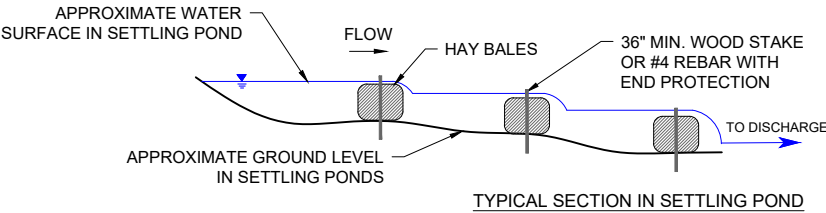
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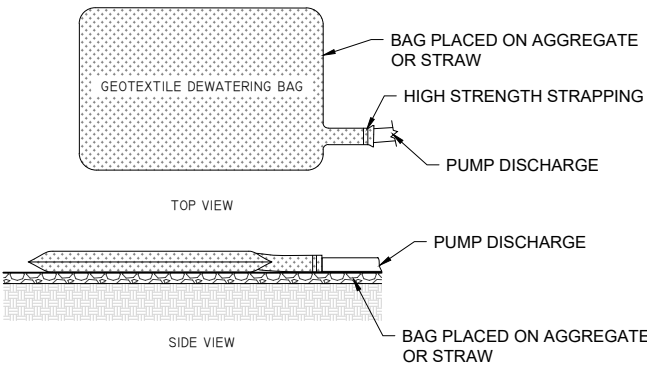


CARE OF PUMPED WATER OPTIONS



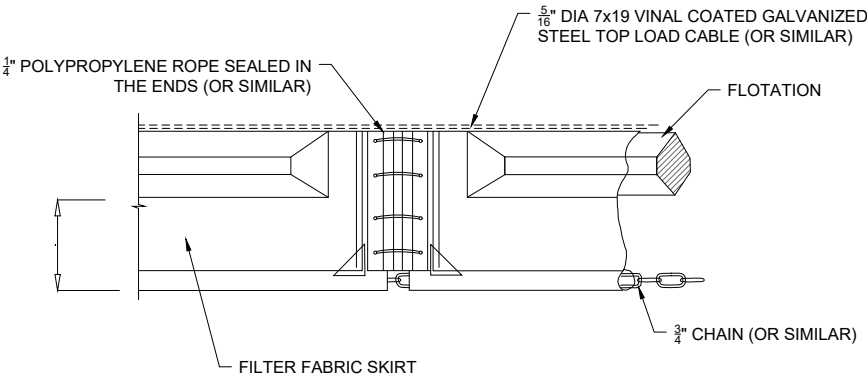
NOTE: SCHEMATIC LAYOUT TO DESCRIBE FUNCTIONALITY ONLY. ACTUAL LAYOUT TO BE DETERMINED BY CONTRACTOR, PER PERMIT CONDITIONS.

SETTLING POND OPTION



NOTE: SCHEMATIC LAYOUT TO DESCRIBE FUNCTIONALITY ONLY. ACTUAL LAYOUT AND BAG SIZING TO BE DETERMINED BY CONTRACTOR, PER PERMIT CONDITIONS.

GEOTEXTILE BAG OPTION

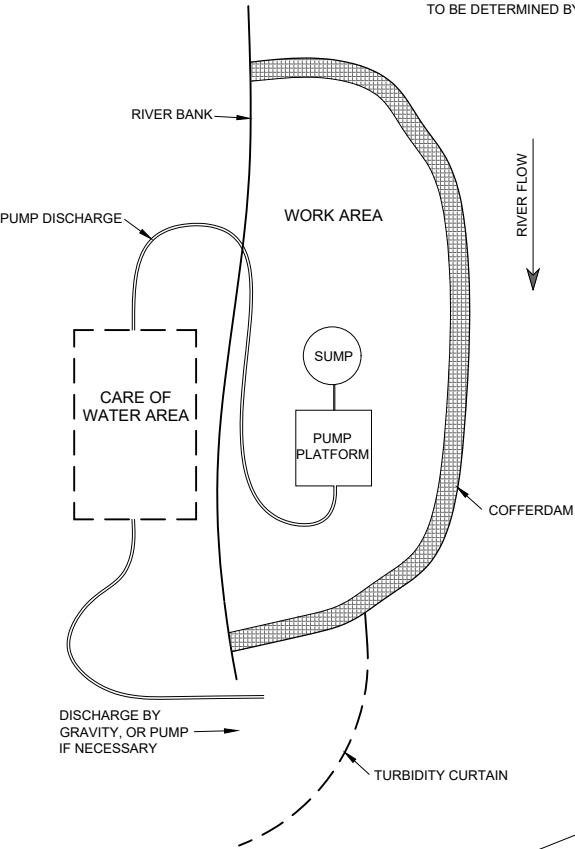


NOTE: SCHEMATIC DETAIL TO DESCRIBE FUNCTIONALITY ONLY. ACTUAL DETAIL AND SIZING TO BE DETERMINED BY CONTRACTOR, PER PERMIT CONDITIONS.

TURBIDITY CURTAIN OPTION

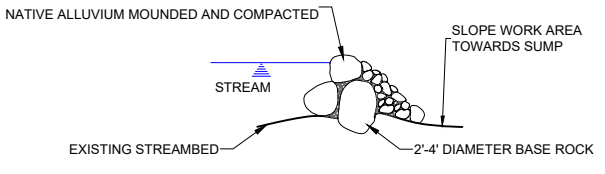
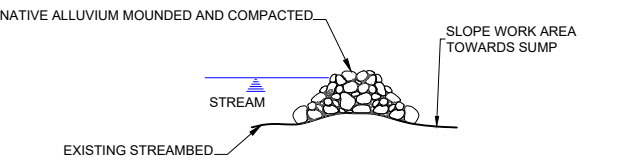
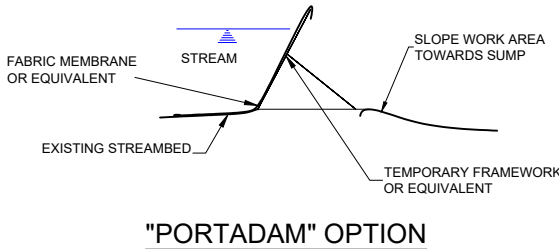
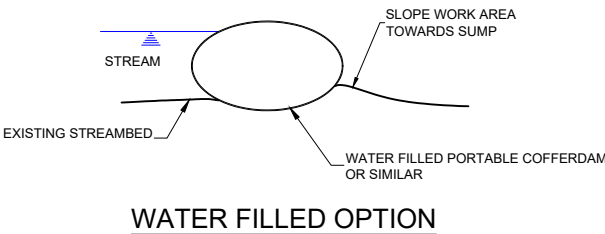
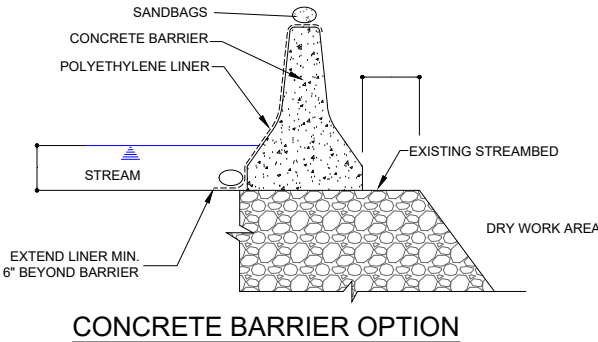
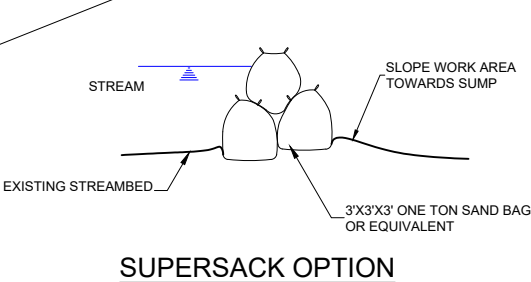
TYPICAL LAYOUT DEWATERING AREA

NOTE: SCHEMATIC LAYOUT TO DESCRIBE FUNCTIONALITY ONLY. ACTUAL LAYOUT TO BE DETERMINED BY QUALIFIED CONTRACTOR, PER PERMIT CONDITIONS.



- DEWATERING NOTES:**
1. SUMPS CAN BE MADE FROM DIGGING A HOLE AND INSERTING A PERFORATED PIPE AND BACKFILLING WITH CLEAN DRAIN ROCK OR OTHER APPROVED METHOD.
 2. CARE OF PUMPED WATER SHALL BE BASED UPON SITE SPECIFICS AND QUALITY OF WATER. METHODS OF TURBIDITY CONTROL SHALL BE DETERMINED BY THE CONTRACTOR. SCHEMATIC ALTERNATIVES ARE IDENTIFIED BELOW. THE CONTRACTOR SHALL REDUCE THE TURBIDITY OF DISCHARGED WATER TO THE MAXIMUM EXTENT PRACTICABLE.
 3. UPON COMPLETION, GEOTEXTILE BAGS, VISQUENE, SETTLED FINES, AND ANY OTHER CARE OF WATER MATERIALS SHALL BE REMOVED AND DISPOSED OF OFFSITE BY THE CONTRACTOR.
 4. PUMP STATION SHALL BE ELEVATED. FUEL CONTAINMENT BMP'S SHALL BE ONSITE AT ALL TIMES.
 5. PUMP REMAINING WATER IN CONSTRUCTION AREA AS NECESSARY TO MANAGE GROUNDWATER AND LEAKAGE. ALL DISCHARGED WATER MUST BE ROUTED TO THE CARE OF WATER AREA AS NECESSARY PER PERMIT CONDITIONS.
 6. CONTRACTOR IS RESPONSIBLE FOR OWN SECURITY DURING CONSTRUCTION. ANY VANDALISM WILL BE CORRECTED AT CONTRACTOR'S OWN EXPENSE.
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CARE OF ALL WATER DURING CONSTRUCTION INCLUDING MAINTENANCE OF ALL DITCHES, COFFERDAMS, LEVEES, DIVERSIONS AND PUMPS TO KEEP THE WORK AREA FREE FROM WATER.
 8. DEWATERING PLAN DETAILS SHOWN HERE ARE ILLUSTRATIVE. PRIOR TO COMMENCING ANY WORK, THE CONTRACTOR IS TO COMPLETE AND SUBMIT A DEWATERING PLAN APPLICABLE TO THIS PROJECT.
 9. CONTRACTOR IS RESPONSIBLE FOR LAYOUT AND DESIGN OF COFFERDAM. CONTRACTOR SHALL SUBMIT A PLAN FOR COFFERDAM INSTALLATION, RIVER DIVERSION AND EROSION CONTROL INCLUDING LOCATION, SIZE, HEIGHT, SEQUENCING AND TIMING OF EACH COMPONENT. COFFERDAMS OR FILLS FOR ACCESS AND PIPE EXTENSIONS AND MATTING AT END OF BYPASS PIPE EXTENSIONS AND CARE OF PUMPED WATER SHALL BE PLACED AND REMOVED IN A MANNER THAT PREVENTS EROSION OR RELEASE OF SEDIMENT.
 10. ALL COFFER DAM PLANS AND PIPE EXTENSIONS AND MATTING AT END OF BYPASS PIPE EXTENSIONS AND CARE OF PUMPED WATER SHALL BE PROVIDED DIRECTLY TO REP AND WILL BE REVIEWED BY THE ENGINEER AND APPROPRIATE PERMITTING AGENCIES.
 11. ALTERNATE COFFER DAM METHODS PRESENTED TO DESCRIBE FUNCTIONALITY ONLY. ACTUAL METHOD TO BE DETERMINED BY QUALIFIED CONTRACTOR, PER PERMIT CONDITIONS, IN ORDER TO ACHIEVE DRY WORK AREA.
 12. CONTRACTOR IS SOLELY RESPONSIBLE FOR ALL DEWATERING AND COFFERDAMS DURING CONSTRUCTION. REPAIRS AND REPLACEMENTS DUE TO NATURAL CAUSES ARE AT THE SOLE EXPENSE OF THE CONTRACTOR.
 13. AFTER COMPLETION OF CONSTRUCTION, COFFERDAMS AND PIPE EXTENSIONS AND MATTING AT END OF BYPASS PIPE EXTENSIONS MUST BE COMPLETELY REMOVED AND RIVER BANK AREAS STABILIZED AND RESTORED.

COFFERDAM OPTIONS



Item 9.

Recreation Engineering & Planning

RECREATION ENGINEERING AND PLANNING
485 ARAPAHOE AVE.
BOULDER, CO 80302
WWW.BOATERPARKS.COM

DRAFT

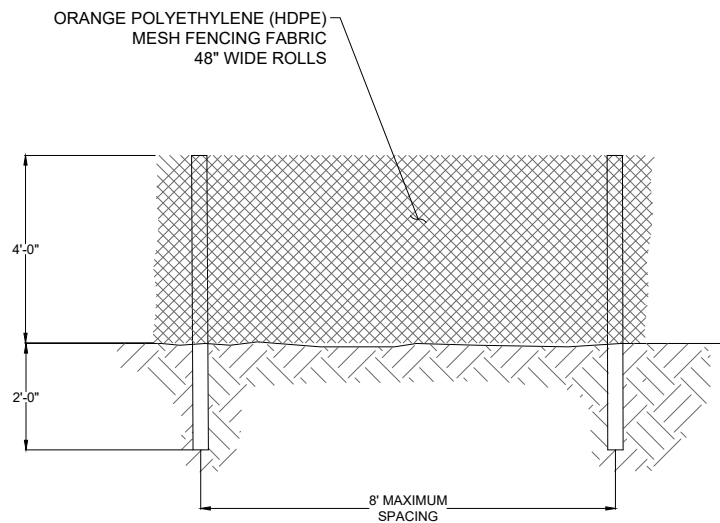
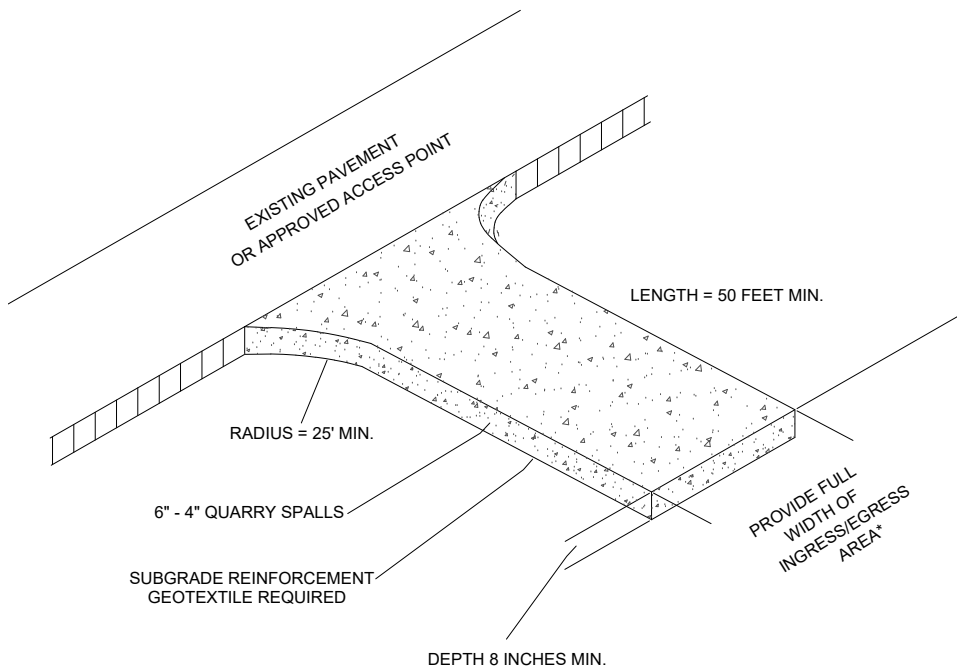
PROJECT OWNER:
CITY OF SALIDA
448 E. FIRST STREET
SUITE 112
SALIDA, CO 81201

ARKANSAS RIVER WW PARK MAINTENANCE
ARKANSAS RIVER
SALIDA, COLORADO
90% DESIGN SET
DEWATERING TYPICAL

REVISIONS:	
NO.	DATE

DESIGNED:	SL
CHECKED:	ML
DRAFTED:	RG
FLAT DATE:	11/10/2023

DRAWING NO.
10
SHEET 1 - 264 -



- NOTES:
1. 2"x 2"x 6' STEEL FENCE POSTS. INSTALL AROUND TREE DRIP LINE WHERE APPLICABLE.
 2. FASTEN FABRIC TO FENCE PER MANUFACTURERS RECOMMENDATION.
 3. INSURE ALL POST ARE SET FIRM AND STABLE INTO GROUND MIN. 2'-0" DEPTH.

BMP'S PLUS TEMPORARY SEDIMENT AND EROSION CONTROLS SHALL BE MAINTAINED TO BE FUNCTIONAL UNTIL THE SITE HAS REACHED FINAL STABILIZATION

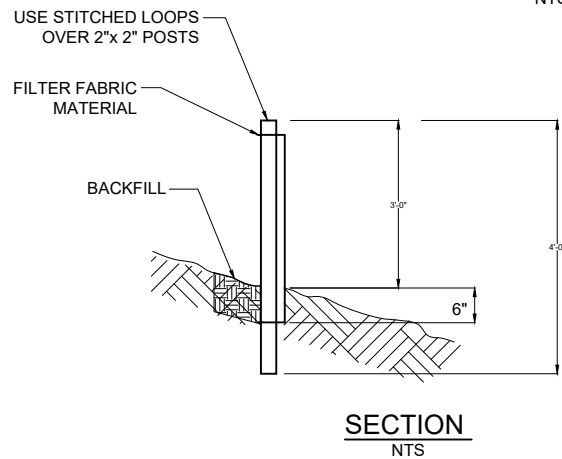
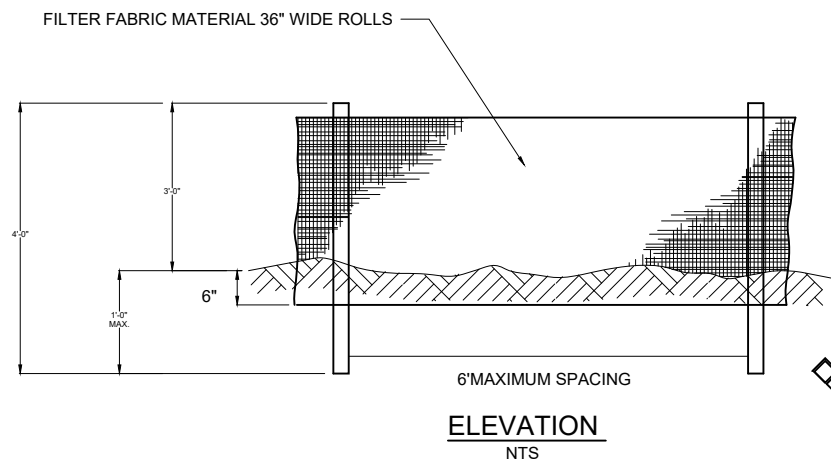
ALL APPROPRIATE SEDIMENT AND POLLUTION CONTROL MEASURES, AND BEST MANAGEMENT PRACTICES (BMP'S) SHALL BE IN PLACE TO MINIMIZE SEDIMENTATION AND RIVERBED IMPACTS PRIOR TO INITIATING IN-RIVER / RIVERBANK WORK

CONTRACTOR SHALL BE WHOLLY RESPONSIBLE FOR THE DESIGN, IMPLEMENTATION, AND MAINTENANCE OF SEDIMENT AND EROSION CONTROLS IN CONFORMANCE WITH CONSTRUCTION STANDARDS AND THE REQUIREMENTS OF REGULATORY AGENCIES THROUGHOUT THE CONSTRUCTION PERIOD. THE ENGINEER WILL NOT BE ON-SITE TO APPROVE, REVIEW, OR MAINTAIN THE CONTROLS

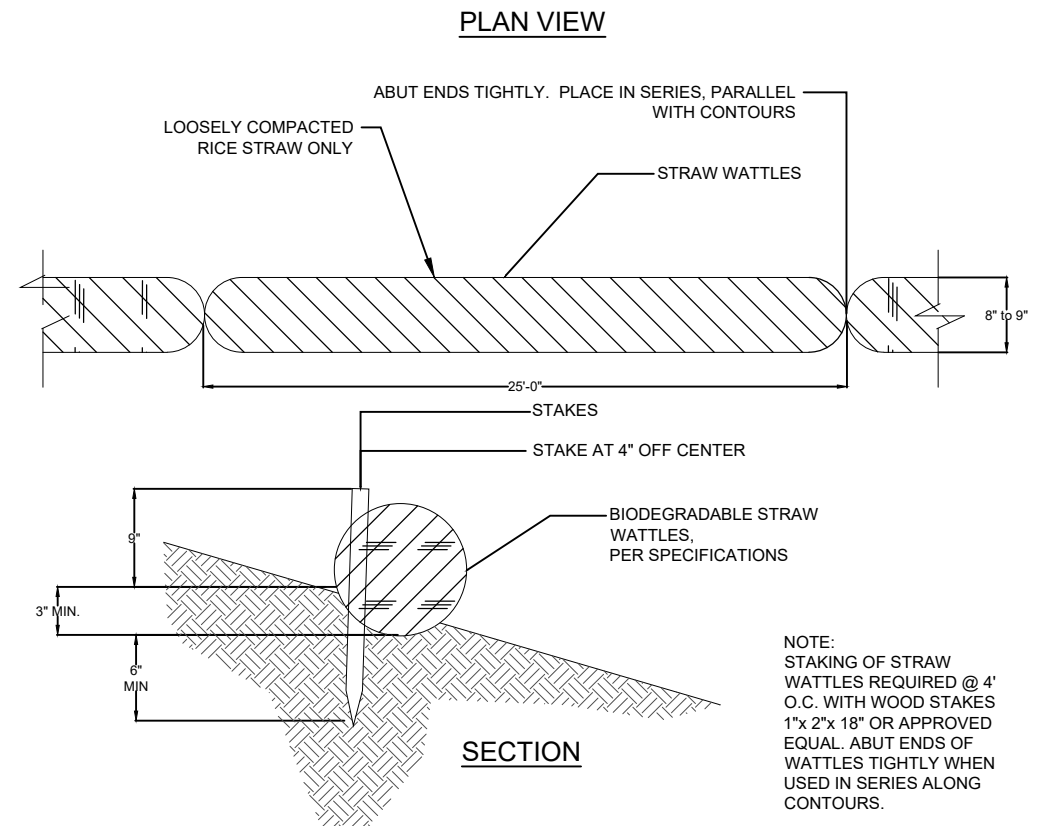
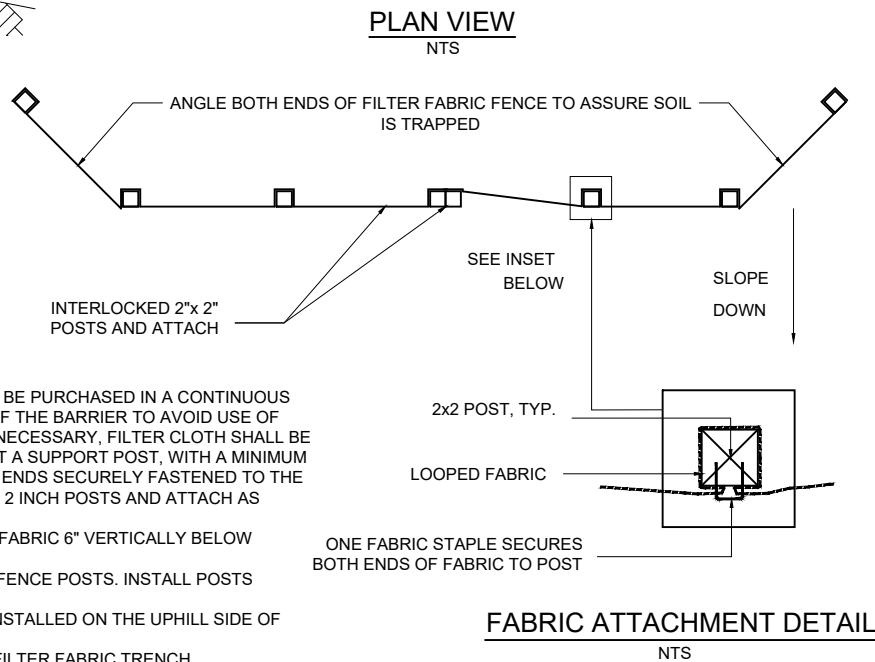
CONSTRUCTION ENTRANCES SHALL BE INSTALLED AS NECESSARY TO PROVIDE ACCESS TO CONSTRUCTION AREAS FROM ALL EXISTING ROADWAYS AND PATHS TO MINIMIZE GROUND DISTURBANCE AND SEDIMENT TRACKING FROM VEHICLE TIRES. ADJACENT ROADWAYS AND PATHS SHALL BE VISUALLY INSPECTED DAILY TO ENSURE THAT SEDIMENT IS NOT BEING CARRIED OFF-SITE. IF SEDIMENT IS BEING CARRIED OFF-SITE, THE ADJACENT ROADWAYS AND PATHS SHALL BE SWEEPED CLEAN DAILY. THE CONTRACTOR SHALL IMPLEMENT THE NECESSARY SITE EROSION CONTROL MEASURES FOR INHIBITING DUST, WIND, AND AIR SEDIMENT MOVEMENT OFFSITE DURING ALL PHASES OR STAGES OF CONSTRUCTION

INLET PROTECTION MUST BE INCLUDED AT ALL STORM, SEWER, AND CULVERT LINKS. APPROPRIATE BMP'S INCLUDE ROCK SOCKS, SEDIMENT CONTROL LOGS, OR SIMILAR

CONTRACTOR SHALL NOT STORE EQUIPMENT BELOW THE ORDINARY HIGH-WATER LINE, AND TAKES FULL RESPONSIBILITY FOR ANY MATERIALS VANDALIZED, DAMAGED, BROKEN, OR LOST AS A RESULT OF RIVER EVENTS ALL FUELING OPERATIONS, LUBRICATING, HYDRAULIC TOPPING OFF, FUEL TANK PURGING, AND EQUIPMENT MAINTENANCE/REPAIRS SHALL BE PERFORMED AT AN UPLAND SITE OUTSIDE OF THE BANKS OF ANY SITE WATERWAYS AT A LOCATION TO BE DETERMINED BY THE ENGINEER OR OWNER. THESE ACTIVITIES SHALL TAKE PLACE ON AN APPROVED PAD WITH SPILL CONTROL/ COLLECTION DEVICES IN PLACE



- NOTES:
1. THE FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL CUT TO THE LENGTH OF THE BARRIER TO AVOID USE OF JOINTS. WHEN JOINTS ARE NECESSARY, FILTER CLOTH SHALL BE SPLICED TOGETHER ONLY AT A SUPPORT POST, WITH A MINIMUM 6-INCH OVERLAP, AND BOTH ENDS SECURELY FASTENED TO THE POST, OR OVERLAP 2 INCH X 2 INCH POSTS AND ATTACH AS SHOWN.
 2. BURY BOTTOM OF FILTER FABRIC 6" VERTICALLY BELOW FINISHED GRADE.
 3. 2"x 2" FIR, PINE OR STEEL FENCE POSTS. INSTALL POSTS UPHILL OF FILTER FABRIC.
 4. STITCHED LOOPS TO BE INSTALLED ON THE UPHILL SIDE OF FABRIC.
 5. COMPACT ALL AREAS OF FILTER FABRIC TRENCH.
 6. FILTER FABRIC FENCES SHALL BE INSPECTED BY CONTRACTOR IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.



DRAFT

PROJECT OWNER:
CITY OF SALIDA
448 E. FIRST STREET
SUITE 112
SALIDA, CO 81201

ARKANSAS RIVER WW PARK MAINTENANCE
SALIDA, COLORADO
ARKANSAS RIVER
90% DESIGN SET
TYPICAL BMPs

REVISIONS:	
NO.	DATE
DESIGNED: SL	DRAFTED: RG
CHECKED: ML	
PLOT DATE:	11/10/2023

DRAWING NO.

11



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Nina P. Williams - City Attorney	December 19, 2023

ITEM

Resolution 2023-54, Appointing Christy Doon as City Administrator and Approving Employment Agreement

BACKGROUND

Former Salida City Administrator Drew Nelson's last day working with the City was August 1, 2023.

Christy Doon began working with the City on September 6, 2022 as Assistant City Administrator.

On August 1, 2023, Christy Doon was appointed as Interim City Administrator, and has been working in that role ever since. This has provided the City Council the opportunity to observe Christy operate in the acting City Administrator role exclusively for almost 5 months.

Salida Municipal Code 2-3-70 prescribes certain powers and responsibilities of a City Administrator, an office which is technically still vacant.

This Resolution 2023-54 would appoint Christy Doon as the Salida City Administrator, and would approve an employment agreement with her.

The salary is left blank in both the Resolution and Employment Agreement, and waiting for Council direction. That dollar amount should therefore be incorporated into the approving motion.

SUGGESTED MOTION

A City Councilmember should state, "I move to approve Resolution 2023-54, appointing Christy Doon as City Administrator, Approving an Employment Agreement with Doon, and setting the starting salary at \$ _____"

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 2023-54
(Series 2023)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO
APPOINTING CHRISTY DOON AS CITY ADMINISTRATOR AND
APPROVING AN EMPLOYMENT AGREEMENT IN CONNECTION THEREWITH**

WHEREAS, Salida Municipal Code § 2-3-70 provides that the City Council possesses the authority to, and shall, appoint a City Administrator who shall serve at the pleasure of the City Council (“Council”); and

WHEREAS, Salida Municipal Code § 2-3-70 prescribes certain powers and responsibilities of a City Administrator, an office which is currently vacant; and

WHEREAS, Christy Doon has performed the duties of Interim City Administrator since August 1, 2023 for the City of Salida conscientiously and appropriately, served as Assistant City Administrator immediately before that time, beginning on September 6, 2022, and has indicated an interest in serving as City Administrator; and

WHEREAS, the Council finds that it is necessary and desirable to appoint Christy Doon to perform the duties and responsibilities of Salida City Administrator and to approve an employment agreement with her in connection therewith.

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

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

Section 2. The Salida City Council hereby appoints Christy Doon as the City Administrator for an indefinite term and setting the City Administrator’s salary at [REDACTED] per year.

Section 3. The Employment Agreement, attached hereto as “Exhibit A,” which sets forth in detail the terms and conditions of the appointment made by Section 2 above, is hereby approved.

Section 4. The appointment made by Section 2 of this Resolution shall become effective on December 19, 2023.

RESOLVED, APPROVED, AND ADOPTED this 19th day of December, 2023.

CITY OF SALIDA

By: _____
Dan Shore, Mayor

[SEAL]

ATTEST: _____
City Clerk Erin Kelley

Exhibit A
City Administrator Employment Agreement

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into and effective as of the 19th day of December, 2023 ("Effective Date"), by and between the **CITY OF SALIDA, COLORADO**, a Colorado municipal corporation, hereinafter referred to as "City" and Christy Doon, hereinafter referred to as "Doon," together referred to as the "Parties."

WITNESSETH:

WHEREAS, City desires to employ the services of Doon as City Administrator; and

WHEREAS, it is the desire of the City Mayor and City Council, hereinafter called "City Council," to provide certain benefits, establish certain conditions of employment, and to set the working conditions of Doon; and

WHEREAS, Doon desires to accept employment as City Administrator of the City of Salida, and

WHEREAS, the Parties desire to express the employment relationship in written form;

NOW, THEREFORE, in consideration of the premises, and the mutual covenants and promises hereinafter set forth, the Parties agree as follows:

SECTION I DUTIES

The City hereby agrees to employ Doon as City Administrator of the City of Salida to perform the functions and duties specified in the job description of the City Administrator and as listed within the Salida Municipal Code, and to perform other legally permissible and proper duties and functions as the Mayor and City Council shall from time to time assign.

SECTION II TERM

(a) Without waiving any rights to renegotiate and/or terminate this Agreement, Doon's term of appointment shall begin on the Effective Date of this Agreement, and continue indefinitely.

(b) The City Administrator is an appointed City officer who serves at the pleasure of the City Council. Doon may therefore be removed from office at any time, for any reason or for no reason (for convenience), upon a majority vote of City Council, at which time this Agreement would terminate, subject only to the provisions set forth in Section IV of this Agreement. The City Council and Doon specifically agree that Doon's employment with the City is "at will" notwithstanding any personnel or employment rule or policy of the City to the contrary.

(c) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Doon to resign at any time from her position with City, subject only to the provisions set forth in Section IV of this Agreement.

SECTION III SUSPENSION

Acting by majority vote of the City Council, the City Council may suspend Doon at any time, with or without pay as the circumstances dictate, and such action shall not be considered a termination within the meaning of Section IV(a). In no event shall a suspension last longer than sixty (60) consecutive days.

SECTION IV TERMINATION AND SEVERANCE COMPENSATION

(a) For the purposes of this Agreement, termination shall occur when:

- (1) a majority of the City Council votes to terminate Doon at a duly authorized public meeting; or
- (2) the City Council, or the citizens by initiative, acts to amend any provisions of the Salida Municipal Code pertaining to the role, powers, duties, authority, responsibilities of Doon's position that substantially changes the form of government, in which case the following shall apply: within ten (10) days following the effective date of such change in the form of government, Doon must inform the City Council in writing of her election of one of the following two (2) options: (1) that she elects to accept such changes in the form of government and agrees to continue as the City Administrator (or equivalent title under such changed form of government), in which case no termination shall be deemed to have occurred and no Severance Compensation shall be paid; or (2) that she elects to consider the same a termination, in which case she shall leave the employ of the City and Severance Compensation shall be paid; or
- (3) the City Council reduces the base salary, compensation or any other financial benefit of Doon, unless it is applied in no greater percentage than the average reduction of all City employees; or
- (4) Doon resigns.

(b) In the event that Doon is terminated pursuant to Section IV(a)(1),(2) or (3), and provided that Doon is willing and able to perform her duties under this Agreement, the City shall pay to Doon "Severance Compensation" in the form of a lump sum payment in the following amounts, as applicable, after Doon has executed a severance, waiver and release agreement:

- (1) up and until Doon's one (1) year anniversary as City Administrator, Severance Compensation is due in the amount of three (3) months' aggregate salary;
- (2) on Doon's one (1) year anniversary up and until her two (2) year anniversary as City Administrator, Severance Compensation is due in the amount of four (4) months' aggregate salary;
- (3) on Doon's two (2) year anniversary up and until her three (3) year anniversary as City Administrator, Severance Compensation is due in the amount of five (5) months' aggregate salary;

- (4) on Doon's three (3) year anniversary up and until her five (5) year anniversary as City Administrator, Severance Compensation is due in the amount of six (6) months' aggregate salary;
- (5) on Doon's five (5) year anniversary up and until her six (6) year anniversary as City Administrator, Severance Compensation is due in the amount of seven (7) months' aggregate salary; and
- (5) on Doon's six (6) year anniversary up and until her seven (7) year anniversary as City Administrator, Severance Compensation is due in the amount of eight (8) months' aggregate salary; and
- (5) on Doon's seven (7) year anniversary up and until her eight (8) year anniversary as City Administrator, Severance Compensation is due in the amount of nine (9) months' aggregate salary; and
- (5) on Doon's eight (8) year anniversary up and until her nine (9) year anniversary as City Administrator, Severance Compensation is due in the amount of ten (10) months' aggregate salary; and
- (5) on Doon's nine (9) year anniversary up and until her ten (10) year anniversary as City Administrator, Severance Compensation is due in the amount of eleven (11) months' aggregate salary; and
- (5) upon and after Doon's ten (10) year anniversary of employment, Severance Compensation is due in the amount of twelve (12) months' aggregate salary.

In addition to the applicable Severance Compensation owed hereunder, the City shall pay Doon: all accrued, unused Personal Time Off (PTO) leave; health insurance premiums for Doon and all applicable dependents under the insurance policy in force at the time of such termination for the number of months equaling Doon's Severance Compensation; and a lump sum contribution to Doon's retirement plan in force at the time of such termination equal to the contribution that would have been made for the applicable number of months equaling Doon's Severance Compensation.

(c) Notwithstanding anything herein to the contrary, the City Council may terminate Doon upon a finding by the City Council of an Improper Action. For purposes of this paragraph, "Improper Action" shall mean (i) conduct by Doon which is fraudulent or dishonest, or (ii) Doon's conviction of a felony or crime involving moral turpitude under any federal or state law. In the event Doon is terminated for Improper Action, the City shall have no obligation to pay any severance amount or any Severance Compensation. Any termination for Improper Action shall require five (5) days' notice to Doon of the reasons for termination, an opportunity for a hearing before the City Council and a majority vote by the entire City Council.

(d) In the event Doon voluntarily resigns her position with the City at any time during the term of this Agreement, then Doon shall give the City at least thirty (30) days written notice in advance if employed as City Administrator under 10 years and at least sixty (60) days written notice if employed as City Administrator 10 or more years, unless the Parties otherwise agree. Voluntary resignation by Doon will result in a loss of all Severance Compensation, if any, that would otherwise be due and owing to her by the City under this Agreement, unless otherwise determined by the City Council in its sole and absolute discretion.

SECTION V DISABILITY

(a) If Doon is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a thirty (30) working day period, the City shall have the option to terminate this Agreement, subject to the payment of Severance Compensation set forth in paragraph (b) of Section IV.

(b) As used herein, "permanently disabled or otherwise unable to perform her duties" shall be defined as: (1) if Doon is receiving total permanent disability payments pursuant to any disability program under which she is covered, whether owned by the City or otherwise; or (2) in the absence of such disability program, if (a) Doon's attending physician certifies that Doon is unable to perform her duties as set forth herein for the City and that such condition is total and permanent; and (b) in the event that Doon does not timely consult such attending physician and the City reasonably believes Doon to be so disabled, the City may require such an examination from a properly qualified physician who shall conduct such examination(s) as is appropriate to determine whether or not Doon is so totally and permanently disabled; and (c) such condition continues for the period stated in this Section V.

SECTION VI SALARY

(a) City agrees to initially pay Doon for her services rendered hereunder at an annual rate of One Hundred [REDACTED] Thousand Dollars (\$1 [REDACTED],000.00), which sum shall be payable in installments at the same times as other employees of the City are paid.

(b) In addition, City agrees to consider and adjust the base salary and other benefits to Doon based upon the performance evaluation process described in Section VII of this Agreement; PROVIDED, HOWEVER, that said consideration and salary adjustment shall be solely within the discretion of the City Council, and shall be merit based.

SECTION VII PERFORMANCE EVALUATION

(a) The City Council shall review and evaluate the performance of Doon at least annually, commencing approximately six (6) months after the commencement of her term of employment (see, Section II(a) and "Effective Date"), in or around July 2024, and no later than July of each year thereafter. In accordance with Section VI(b) of this Agreement and without waiving the absolute discretion of the City Council in regards to compensation, the City Council agrees that the initial evaluation of Doon in July of 2024 shall include the consideration of an increase in base salary to One Hundred [REDACTED] Thousand Dollars (\$1 [REDACTED],000.00).

(b) All such reviews and evaluations shall be in accordance with specific criteria developed jointly by the City Council and Doon. The criteria may be added to or deleted from as the City Council may from time to time determine, in consultation with Doon. The City Council shall provide Doon with an adequate opportunity for Doon to discuss her evaluation with the City Council in executive session.

(c) The City Council and Doon shall periodically define such goals and performance objectives which they determine necessary for the proper operation of the City and the attainment of the City Council' policy objectives. The goals and objectives shall generally be attainable within the time limitations as specified in the annual operating and capital budgets and appropriations provided.

(d) The City agrees to annually increase Doon's compensation, conditioned upon the positive results of the performance evaluation conducted under the provisions of this Section. Increased compensation can be in the form of a salary increase and/or a cost of living adjustment ("COLA") and/or performance incentive and/or an increase in benefits.

(e) The Parties agree that the City Council has the right, in its sole discretion, in addition to and not in replacement of the procedures set forth in this Section, to consider Doon's performance in executive session in compliance with the Colorado Sunshine Law and the City of Salida Municipal Code.

SECTION VIII HOURS OF WORK

It is recognized that this is a full-time position for which Doon must devote a great deal of time outside normal office hours to business of the City and will necessarily be engaged in work during certain evening and weekend hours. As such, Doon shall be entitled to arrange and organize her work schedule to best achieve her duties and responsibilities.

SECTION IX TRANSPORTATION EXPENSES

Doon shall be reimbursed at the then existing I.R.S. rate for mileage incurred using her personal automobile for all trips expended in the performance of her duties as City Administrator which require travel in excess of ten (10) miles in one direction from the corporate limits of the City. Additionally, the Doon shall have access to the use of an automobile at the City's cost, when necessary and at Doon's discretion, to travel in excess of ten (10) miles in one direction from the corporate limits of the City.

Finally, within 30 days of the Effective Date of this Agreement, the City shall purchase Doon one (1) Electra Townie bicycle, equipped with "saddle bag," to allow Doon to carry work items to the office and attend necessary events in and around the community.

SECTION X PERSONAL TIME AND OTHER LEAVE

In all respects, Doon shall be subject to and governed by the general policy of the City regarding Personal Time Off ("PTO") and other leave accruals, as identified in the City's Employee Handbook, as adopted and amended by the City from time to time. Doon shall be entitled to the highest level of PTO accrual allowed under the City's Employee Handbook (non-Firefighter). In addition, as of the Effective Date of this Agreement, Doon shall be entitled to a one-time addition of Sixty (60) PTO hours.

SECTION XI BENEFITS

Except as otherwise provided herein, Doon shall enjoy the benefits of, and be subject to, all the general City policies for all full-time employees regarding medical, dental and life insurance and long-term disability insurance. Notwithstanding the foregoing, the City shall contribute the equivalent of five percent (5%) of Doon's salary to Doon's 457 Plan if she chooses to enroll in such Plan, at such times as it makes such Plan contributions for City employees generally, and Doon shall become immediately vested in the balance of her Plan account. Doon shall receive a City-issued cell phone for her business use, under the same terms and conditions that such phones are provided to other City employees.

In addition, the City shall pay all necessary expenses in order for Doon to attend and fulfill the following conferences, continuing education courses and certifications: Colorado Municipal League – CML conference (annually); Colorado City & County Management Association – CCCMA conference (annually); Mountain Towns Climate Solutions Summit (annually); International City/County Management – ICMA conference (every other year); Certified Manager Certification from ICMA; and any others deemed necessary by the City and Doon for the benefit of the City and Doon's role as Administrator.

SECTION XII INDEMNIFICATION

Doon shall enjoy the benefits of City employees provided in the City of Salida Personnel Policies and Procedures and in the Colorado Revised Statutes regarding tort, professional liability claims or demands, and any other legal actions, arising out of an alleged act or omission occurring in the performance of her duties as City Administrator.

SECTION XIII GENERAL AND MISCELLANEOUS PROVISIONS

(a) **Binding Effect; Enforcement.** This Agreement shall be and become binding upon, and inure to the benefit of, the Parties hereto, their heirs and personal representatives. This Agreement shall be construed and interpreted according to the laws of the State of Colorado, and any action necessary to enforce, construe, or interpret the within shall be maintained in the District Court in and for Chaffee County, Colorado. Nothing in this Agreement shall prevent or preclude the Parties' mutual agreement to submit any dispute arising from this Agreement to mediation or arbitration.

(b) **Facilities and Equipment.** The City shall furnish office facilities, equipment and assistance for Doon as the City deems appropriate for the performance of Doon's duties.

(c) **Compliance with TABOR.** It is the intent of the City and Doon to comply with the provisions of Article X, Section 20 of the Constitution of the State of Colorado, including in particular subsection 4(b), as approved by the voters on November 3, 1992. Therefore, the Parties agree that this Agreement is subject to an annual appropriation by the City Council and that the failure to make such appropriation, unless such action is the result of a prior termination for Improper Action under Section IV(c) of this Agreement, will be deemed a termination within the

meaning of Section IV(a). The Parties further agree and acknowledge that the City has established and shall maintain an adequate present cash reserve held for future payments, if required, in an amount sufficient to pay any severance compensation required by this Agreement. It is the intent of this Section that the City shall be entitled to reasonable notice and a reasonable opportunity to cure any failure to appropriate sufficient funds prior to any determination that Doon's employment is terminated.

(d) **Assignment**. The rights and obligations of the City under this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the City. Doon shall not assign or otherwise convey any of her rights and obligations hereunder without the express written permission of the City Council.

(e) **Notices**. All notices provided for herein shall be in writing and shall be personally delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested, to the Parties at the addresses given below or at such other addresses that may be specified by written notice in accordance with this paragraph:

If to the City: Mayor
City of Salida
The Toubert Building
448 E. First Street, Suite 112
Salida, CO 81201

With a copy to: City Attorney Nina P. Williams
Wilson Williams LLP
1314 Main Street, Suite 101
Louisville, CO 80027

If to Doon: Christy Doon
515 Ouray Avenue
Salida, CO 81201

(f) **Entire Agreement**. This instrument contains the entire agreement of the Parties and it may not be changed orally, but only by written agreement signed by the Party against whom enforcement of any waiver, change, modification, extension or discharge is sought. No action by one or more City Council members may amend, modify, alter, or change this Agreement unless approved by majority vote of the entire City Council.

(g) **Approval**. By execution of this Agreement, the City acknowledges that all required approvals have been obtained by the City Council so that this Agreement shall be fully effective and binding upon the Parties hereto.

(h) **Multiple Counterparts; Electronic Signature**. This Agreement may be executed in any number of counterparts, each of which together shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. The signatures required for execution may be transmitted by facsimile or electronically (scan and e-mail), and such facsimile

or electronic signature shall be deemed a duplicate original, shall be effective upon receipt, may be admitted in evidence, and shall fully bind the Party making such signature.

IN WITNESS WHEREOF, the Parties have affixed their signatures as of the date and year first above written.

CITY OF SALIDA, COLORADO

ATTEST:

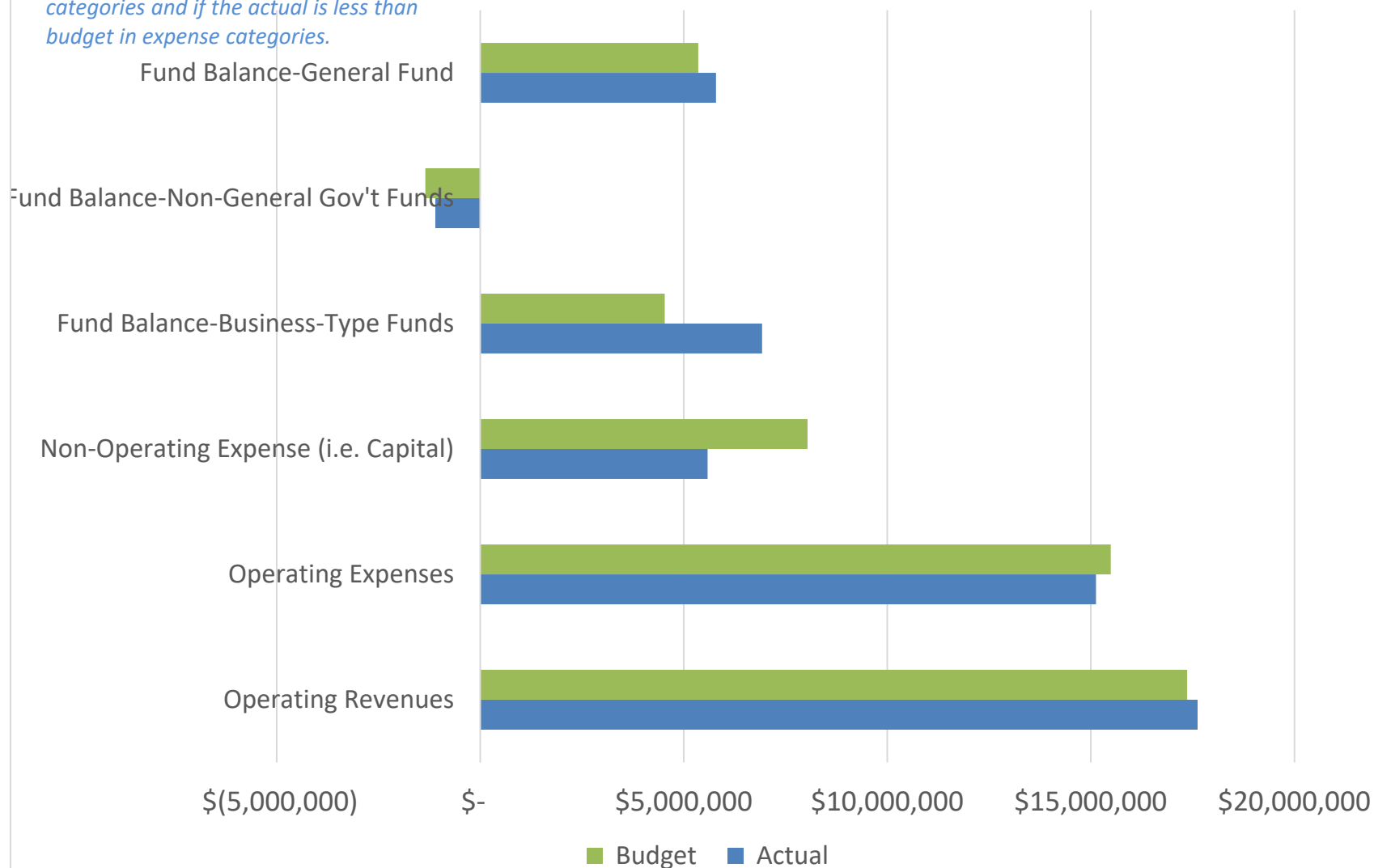
Erin Kelley, City Clerk

Dan Shore, Mayor

Christy Doon

Note: It is generally considered "favorable" if actual (blue) is greater than budget (green) in revenue or fund balance categories and if the actual is less than budget in expense categories.

Budget to Actual Tracking-All Funds Ten Months Ending October 31, 2023



City of Salida
Budget Tracking Analysis
Combined Funds: General and Lodging Tax Funds
Ten Months Ending October 31, 2023

Percentage of year passed:

83%

	YTD Oct 2022	YTD Oct 2023	YTD Budget *	YTD Budget Variance Favorable (Unfavorable)	Annual Budget	% Spent
1	<u>Operating Revenues</u>					
2	Tax Revenue (Sales, Lodging, Franchise fees)	\$ 5,208,339	\$ 5,302,293	\$ 5,261,933	(1) \$ 40,360	\$ 6,348,363 83.5%
3	Fees for General Services	154,048	131,272	156,437	(25,165)	187,800 69.9%
4	Fines & Forfeitures	31,331	48,266	44,982	3,284	54,000 89.4%
5	Licenses and Permits	99,276	26,620	70,638	(44,018)	84,800 31.4%
6	County sales tax and other intergovernmental revenue	3,104,407	2,838,801	3,061,931	(223,130)	3,675,788 77.2%
7	Fees for Recreation & Event Services	848,956	949,769	941,922	7,847	1,130,700 84.0%
8	Miscellaneous Revenue	179,154	352,640	183,093	169,547	219,800 160.4%
9	Total Operating Revenues	9,625,511	9,649,661	9,720,936	(71,275)	11,701,251 82.5%
10	<u>Operating Expenses</u>					
11	Cost of Sales	126,355	129,312	127,033	(2,279)	152,501 84.8%
12	Personnel	5,789,509	6,657,596	6,768,355	(2) 110,759	8,125,135 81.9%
13	Contracted Services	762,472	916,144	1,127,593	211,449	1,353,650 67.7%
14	Supplies & Materials	358,668	380,123	355,191	(24,932)	426,400 89.1%
15	Utilities	343,261	416,629	405,238	(11,391)	486,480 85.6%
16	Other Operating Costs ^	1,181,778	1,663,358	1,681,762	(3) 18,404	2,018,926 82.4%
17	Financing Obligations	213,106	191,386	191,386	(4) -	218,082 87.8%
18	Total Operating Expenses	8,775,149	10,354,548	10,656,558	302,010	12,781,174 81.0%
19	Revenues over (under) expenses-operating only	\$ 850,362	\$ (704,887)	\$ (935,622)	\$ 230,735	\$ (1,079,923) 65.3%
20	<u>Non Operating Revenue and Expense ~</u>					
21	Capital Revenue	21,159	81,199	8,330	72,869	10,000 812.0%
22	Grant Revenue	815,807	14,999	33,320	(18,321)	40,000 37.5%
23	Net Transfers out (transfer made at year end)				-	(2,212,000) 0.0%
24	Capital Expenditures (\$500 - \$4,999)	(264,526)	(181,391)	(189,841)	8,450	(227,900) 79.6%
25	Capital Purchases & Improvements (\$5,000 +)	(175,506)	(249,282)	(391,510)	142,228	(470,000) 53.0%
26	Total (net) Non Operating Revenues & Expenses	\$ 396,934	\$ (334,475)	\$ (539,701)	\$ 205,226	\$ (2,859,900) 11.7%
27	Revenues over (under) expenses	1,247,296	(1,039,362)	(1,475,323)	435,961	(3,939,823)
28	Fund Balance at 1/1/23		6,830,231	6,830,231		6,830,231
29	Fund Balance at period end		\$ 5,790,869	\$ 5,354,908	435,961	\$ 2,890,408

* YTD budget spread evenly throughout year except as noted in (1) and (2) below

(1) Tax revenue budget spread in the same (seasonal) proportion as actual collections in previous year.

(2) Salaries, FICA tax and retirement benefits within the payroll group are spread over 26 pay periods rather than evenly throughout the year.

(3) Airport land purchased early in year, adjusted budget spread to accommodate.

(4) Financing Obligations budget spread based on when debt payments are due.

~ Non operating revenues and expenses are related to capital equipment or projects and interfund transfers; expenses can fluctuate greatly from month to month and are difficult to predict timing of.

^ Operating Costs includes all costs of running government not broken out in other line items to include Airport contribution, community support, staff training, subscriptions, travel costs, Repairs & Maintenance, lease expense, bank fees, advertising, publications, subscriptions, etc.

City of Salida
Budget Tracking Analysis
Combined Funds: Streets, Capital Improvement, CTF, Economic Development & Housing
Ten Months Ending October 31, 2023

Percentage of year passed:

83%

	YTD Oct 2022	YTD Oct 2023	YTD Budget *	YTD Budget Variance Favorable (Unfavorable)	Annual Budget	% Spent
1	<u>Operating Revenues</u>					
2	Tax Revenue	\$ 3,350,491	\$ 3,844,239	\$ 3,839,240 (1) \$ 4,999	\$ 4,663,653	82.4%
3	Fees Services	54,867	34,074	45,823 (11,749)	55,000	62.0%
4	License & Permits		226,600	189,167 37,433	227,000	
5	Highway Users Tax & other intergovernmental revenues	235,653	242,241	270,725 (28,484)	325,000	74.5%
6	Miscellaneous Revenue	3,648	5,343	2,499 2,844	9,000	59.4%
7	Total Operating Revenues	\$ 3,644,659	\$ 4,352,497	\$ 4,347,454 \$ 5,043	\$ 5,279,653	82.4%
	<u>Operating Expenses</u>					
8	Personnel	363,377	434,083	425,162 (2) (8,921)	510,398	85.0%
9	Contracted Services	562,342	501,205	445,705 (55,500)	535,000	93.7%
10	Supplies & Materials	47,349	38,101	39,151 1,050	47,000	81.1%
11	Other Operating Costs ^	409,042	254,375	338,881 84,506	406,800	62.5%
12	Total Operating Expenses	\$ 1,382,110	\$ 1,227,764	\$ 1,248,899 \$ 21,135	\$ 1,499,198	81.9%
13	Revenues over (under) expenses-operating only	\$ 2,262,549	\$ 3,124,733	\$ 3,098,555 \$ 26,178	\$ 3,780,455	82.7%
14	<u>Non Operating Revenue and Expense ~</u>					
15	Grant Revenue	52,432		2,000,000 (2,000,000)	4,334,258	0.0%
16	Capital Revenue	26,000		1,000,000 (1,000,000)	4,500,000	
17	Net Transfers In (transfer made at year end)			-	2,212,000	
18	Capital Purchases & Improvements (\$5,000 +)	(3,689,292)	(5,930,451)	(9,147,946) 3,217,495	(15,187,000)	39.0%
19	Total (net) Non Operating Revenues & Expenses	\$ (3,610,860)	\$ (5,930,451)	\$ (6,147,946) \$ 217,495	\$ (4,140,742)	143.2%
20	Revenues over (under) expenses	(1,348,311)	(2,805,718)	(3,049,391) 243,673	(360,287)	
21	Fund Balance at 1/1/23		1,701,357	1,701,357	1,701,357	
22	Fund Balance at period end		\$ (1,104,361)	\$ (1,348,034) 243,673	\$ 1,341,070	

* YTD budget spread evenly throughout year except as noted in (1)

(1) Tax revenue budget spread in the same (seasonal) proportion as actual collections in previous year.

(2) Salaries, FICA tax and retirement benefits within the payroll group are spread over 26 pay periods rather than evenly throughout the year.

~ Non operating revenues and expenses are related to capital equipment or projects including interfund transfers; expenses can fluctuate greatly from month to month and are difficult to predict timing of. 2023 includes the cost of a firestation project that will not begin until later in the year.

^ Operating Costs includes all costs of running government not broken out in other line items to include Repairs & Maintenance, lease expense, training, subscriptions, etc.

City of Salida
Budget Tracking Analysis - Business-Like Fund Types
Combined Funds: Water and Wastewater
Ten Months Ending October 31, 2023

Percentage of year passed:

83%

	YTD Oct 2022	YTD Oct 2023	YTD Budget *	YTD Budget Variance Favorable (Unfavorable)	Annual Budget	% Spent
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						

* YTD budget spread evenly throughout year except as noted in (1) and (2)

(1) Salaries, FICA tax and retirement benefits within the payroll group are spread over 26 pay periods rather than evenly throughout the year.

(2) Financing Obligations budget spread based on when debt payments are due.

~ Non operating revenues and expenses are related to capital equipment or projects, expenses can fluctuate greatly from month to month and are difficult to predict timing of.

^ Operating Costs includes all costs of running government not broken out in other line items to include insurance, repairs & maintenance, lease expense, training, etc.

CITY OF SALIDA, COLORADO
CITY SALES TAX AND COUNTY SALES TAX SHARED WITH CITY
OCTOBER 2023



Item 12.

The City of Salida Sales Tax and Chaffee County Sales Tax report examines tax collections for the month of October 2023, which were remitted to the City of Salida in December 2023.

Summary Results for City and Chaffee County Sales Taxes

October City sales tax collections decreased by <\$14,930> (-1.9%) as compared to October 2022. The City's portion of Chaffee County sales tax collections increased by \$12,315, a 4.5% increase over October 2022. In total, sales tax receipts are 0.2% lower for October and 1.1% higher year-to-date. Actual collections are ahead of budget by 0.7% year-to-date.

Current Month							
	October 2023	October 2022	2023 - 2022 \$ Change	2023 - 2022 % Change	October 2023 Budget	2023 Budget \$ Variance	2023 Budget % Variance
3% City Sales Tax	\$ 759,915	\$ 774,845	\$ (14,930)	-1.9%	\$ 778,174	\$ (18,259)	-2.3%
Shared County Tax	\$ 287,207	\$ 274,891	\$ 12,315	4.5%	\$ 277,924	\$ 9,283	3.3%
Total	\$ 1,047,122	\$ 1,049,736	\$ (2,615)	-0.2%	\$ 1,056,098	\$ (8,976)	-0.8%
Year to Date							
	YTD 2023	YTD 2022	2023 - 2022 \$ Change	2023 - 2022 % Change	YTD 2023 Budget	2023 Budget \$ Variance	2023 Budget % Variance
3% Sales Tax	\$ 7,992,554	\$ 7,977,359	\$ 15,195	0.2%	\$ 8,046,173	\$ (53,619)	-0.7%
Shared County Tax	\$ 2,996,806	\$ 2,895,630	\$ 101,176	3.5%	\$ 2,871,593	\$ 125,213	4.4%
Total	\$ 10,989,361	\$ 10,872,989	\$ 116,372	1.1%	\$ 10,917,766	\$ 71,595	0.7%

CITY OF SALIDA, COLORADO
CITY SALES TAX AND COUNTY SALES TAX SHARED WITH CITY
OCTOBER 2023



Item 12.

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

3% City Sales Tax by Industry Sector

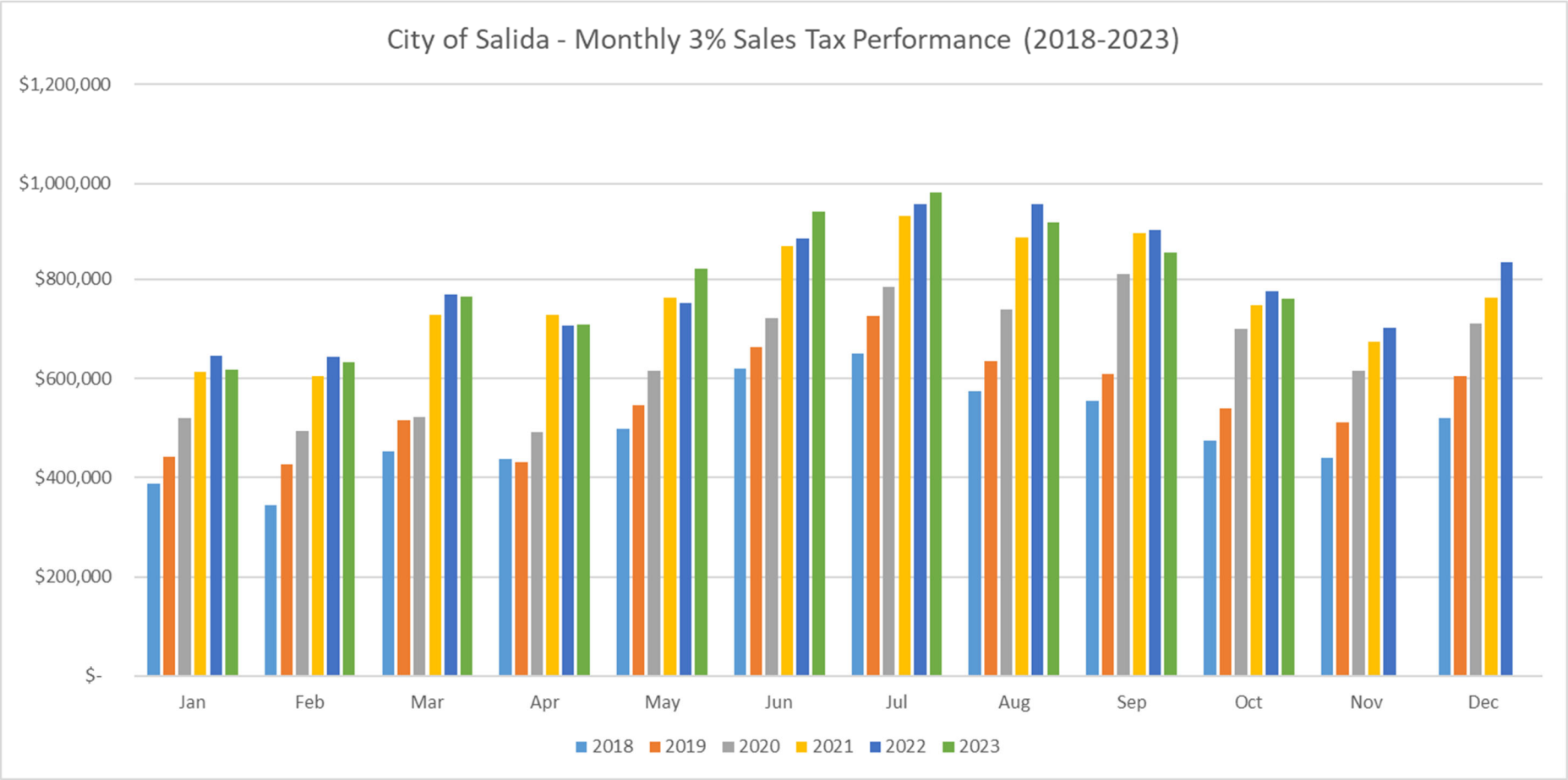
Current Month

NAICS Sector	October 2023	October 2022	2023-2022 \$ Change	2023-2022 % Change
Retail Trade	\$ 523,416	\$ 528,335	\$ (4,919)	-0.9%
Accommodation and Food Services	\$ 134,302	\$ 126,786	\$ 7,516	5.9%
Wholesale Trade	\$ 29,549	\$ 25,404	\$ 4,145	16.3%
Manufacturing	\$ 12,132	\$ 22,027	\$ (9,895)	-44.9%
Information	\$ 11,316	\$ 10,375	\$ 941	9.1%
Real Estate, Rental & Leasing	\$ 7,142	\$ 7,522	\$ (380)	-5.1%
Construction	\$ 10,737	\$ 15,525	\$ (4,788)	-30.8%
All Other	\$ 31,321	\$ 38,871	\$ (7,550)	-19.4%
Total	\$ 759,915	\$ 774,845	\$ (14,930)	-1.9%

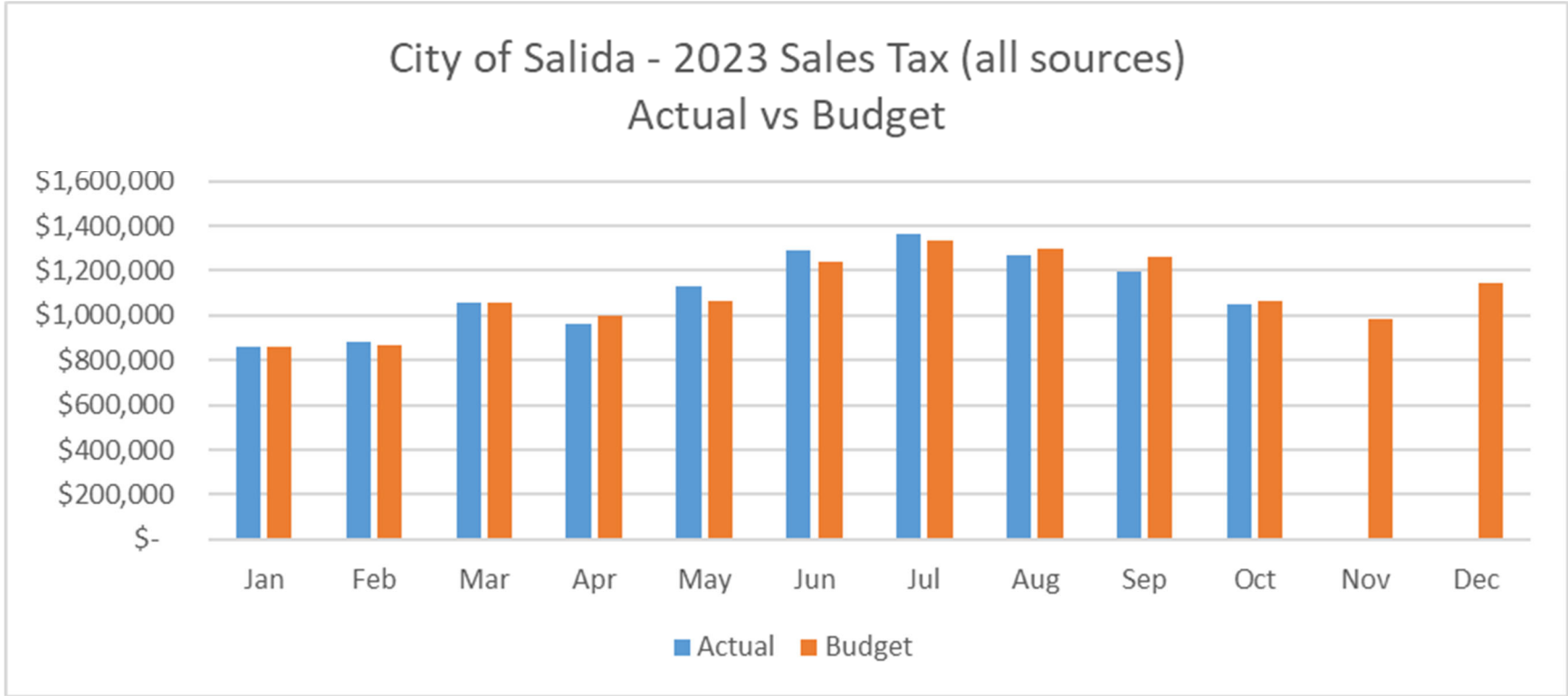
Year to Date

YTD 2023	YTD 2022	2023-2022 \$ Change	2023-2022 % Change
\$ 5,358,704	\$ 5,236,704	\$ 122,000	2.3%
\$ 1,534,831	\$ 1,497,187	\$ 37,644	2.5%
\$ 296,860	\$ 264,561	\$ 32,299	12.2%
\$ 168,435	\$ 257,870	\$ (89,435)	-34.7%
\$ 100,104	\$ 100,243	\$ (139)	-0.1%
\$ 84,561	\$ 89,035	\$ (4,474)	-5.0%
\$ 53,866	\$ 125,318	\$ (71,452)	-57.0%
\$ 395,193	\$ 406,441	\$ (11,248)	-2.8%
\$ 7,992,554	\$ 7,977,359	\$ 15,195	0.2%

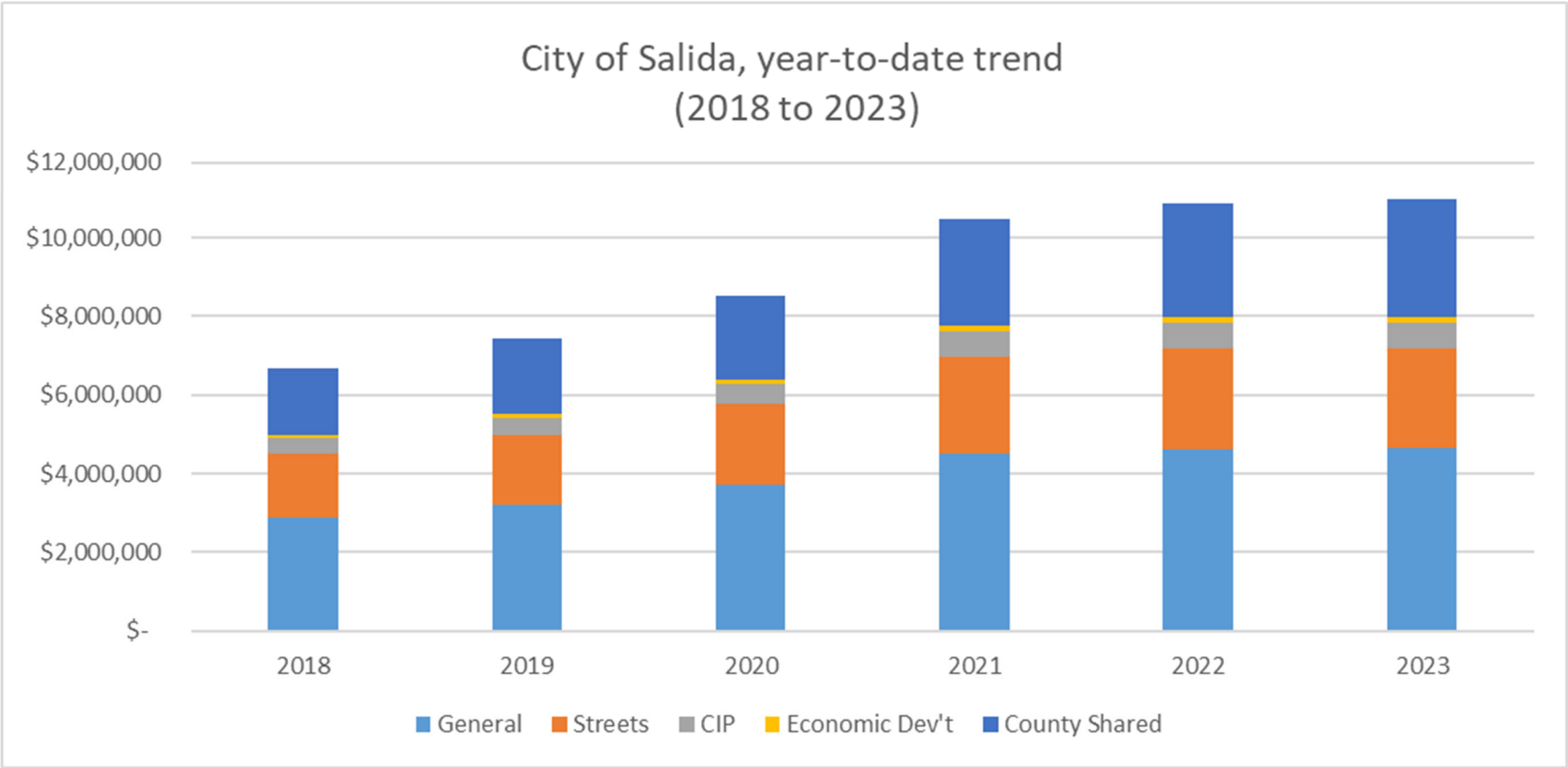
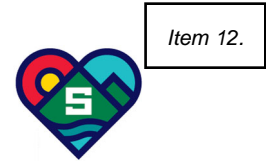
CITY OF SALIDA, COLORADO
CITY SALES TAX AND COUNTY SALES TAX SHARED WITH CITY
OCTOBER 2023



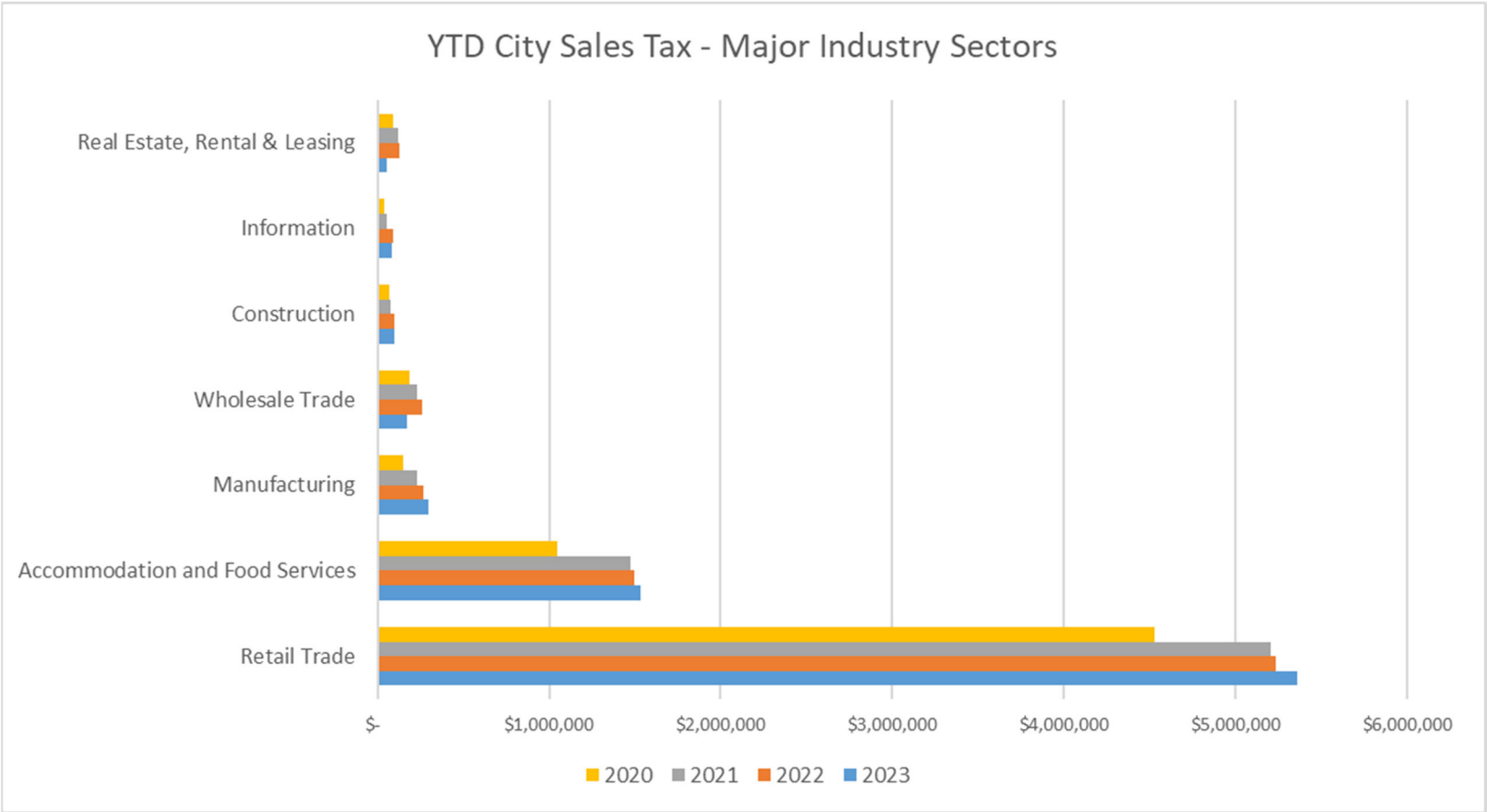
CITY OF SALIDA, COLORADO
CITY SALES TAX AND COUNTY SALES TAX SHARED WITH CITY
OCTOBER 2023



CITY OF SALIDA, COLORADO
CITY SALES TAX AND COUNTY SALES TAX SHARED WITH CITY
OCTOBER 2023



CITY OF SALIDA, COLORADO
CITY SALES TAX AND COUNTY SALES TAX SHARED WITH CITY
OCTOBER 2023





STAFF REPORTS

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - Interim City Administrator	September 19, 2023

Administration and Human Resources

- Christy Doon completed a two-year International City and County Managers Association (ICMA) Emerging Leaders Development Program and earned her Essential Management Skills Certificate.
- We received our final Loss Control Audit score from CIRSA. The City scored 106 points (a perfect score plus 6 of 10 bonus points).
- The City received one (1) proposal for a City Prosecutor. Because the next municipal court date is in January, we will be adding prosecutorial duties to the City Attorney's Office until such time as we can hire a new prosecutor.

Arts and Culture

- The exhibit that debuted in the Paquette Gallery featured the works from local artist Gloria Countryman. The artist was recognized at the reception held during the monthly Creative Mixer, which was attended by (45) people and featured local musician Jeff Koch.
- The performance highlights of the month were from local musical groups, including Walden Chamber Music, Alpine Orchestra and Santa Rios. The three (3) performances were attended by 409 people.
- The SteamPlant and Scout Hut played host venues to many municipal, county, educational and non-profit groups, including Foodshed Alliance, Salida Chamber of Commerce, City of Salida, Chaffee County Early Childhood Center, Monarch Mountain, Chaffee County Visitors Bureau, Colorado Headwaters and Chaffee County Public Health. All total the LISTED events/meetings were attended throughout the month by 910 individuals.
- TOTAL GUESTS Attending 39 Events/Meetings for November = 2,355
 - Number of free arts and culture events/no admission = 12
 - Number of attendees at free events = 945
 - Number of events paying rental fees = 20
 - Number of entities using the facilities = 29

City Clerk

- The December Court was cancelled, and we expect a large January Court docket.
- Reviewed and processed a new STR application. Currently we have 223 STR licenses.
- Received and processing two Report of Changes for two existing businesses that serve alcohol.
- Received and processed 94 CORA's.

Community Development

- Building Permits: As of December 13th, we've seen 245 total building permits YTD, inc. 171 new residential units. At the same time last year, we reviewed 169 total permits, inc. 113 new residential units. In 2021, we had reviewed 253 total permits, inc. 175 new residential units. We are still expecting even more building permits over the next couple of months as folks attempt to get out in front of the new model building and energy codes anticipated to be adopted at the beginning of 2024.
- South Ark Neighborhood Master Plan and Phase I Infrastructure: Now that the PD modification/master plan has been approved, the focus is on amassing funding to implement design and development of the first phase of mainline infrastructure throughout the site. Tuesday, Dec. 12th was a good day along those lines... Both Chaffee County's Board of Commissioners and Colorado Mountain College's Board of Trustees approved the City's partnership/funding request (each for up to \$1 million towards Phase I). And, later that afternoon, we received notice from DOLA that we have been officially invited to apply for the Strong Communities Infrastructure grant, which is competitive but with a much smaller pool of applicants and a max award of ~\$4 million. This is in addition



STAFF REPORTS

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - Interim City Administrator	September 19, 2023

to the More Housing Now grant that we have applied for (max. award of \$2 million). We probably will not find out about an award until February or March, however. Right now, the hope is to receive a total of \$4 million in funding from one or both grants. We will continue to look at other funding opportunities to potentially supplement the partnership and grant funds, as needed.

- 1st and D Apartments Project: The architects and engineers for the project continue to work on massing models and more detailed components of the project, taking in feedback from the fall open houses and online survey. They will also be utilizing the services of a local surveyor and geotech services over the next month, so you may see folks doing some work on site to establish some more baseline data for the architects and engineers to use. We are still on schedule to have final designs by Spring/early Summer 2024, with potential construction beginning at the end of 2024/beginning of 2025, provided affordable housing funds, grants, and potentially other loans can be compiled in the coming year.
- Land Use Code update: Staff is finishing up final review of Installment 2 of the Land Use Code update (districts, dimensional standards, and uses, etc.) and beginning review of Installment 3 (design standards). This new installment is expected to be made public for review and feedback in the next couple of months prior to a consolidated draft code being created.
- Local Capacity Planning Grant: Staff submitted an LOI for the LCPG at the end of November and hopes to hear about a full application sometime this month. This would help fund a position to help with housing-related work and specifically to help meet the requirements of Proposition 123 commitments, in addition to the deluge of applications, permits, and inquiries that we now deal with daily.

Finance

- The Certificate of Participation transaction closed, and funds are with our trustee ready to be drawn down for paying the fire station construction costs.
- The 2024 budget document preparation work is underway, the document should be available online in January.
- Due to the way the Toubert building offices are designed with the finance office being situated at an entry way and with a window looking into the office, we end up being the “rotunda” for the building answering questions for citizens who come in. There is a staff person in finance that needs to assume that role in addition to other duties. We are starting to keep track of the interruptions and hope to someday find a solution to this building design inefficiency.
- The finance office staff have agreed to help the increasingly busy Community Development employees by stopping drop-in traffic to that office and helping visitors schedule appointments. This is a temporary assignment that the excellent staff cheerfully took on in hopes of increasing efficiency overall.
- Year-end work and planning for the annual audit has begun.

Fire

- We are currently at 1,067 incidents for the year. We are trending to have a 6% increase in calls from 2022.
- We currently have two fire trucks in repair. Our main Engine is completely out of service. The ladder truck can function as a pump, but the ladder portion is out of service. We are currently running calls with our back up Engine. We are hoping to have trucks repaired by year end (if supply chain and traveling mechanics can make that happen).
- The new fire station is seeing progress. All fill dirt is into the new site. The next project that we should see are footers being dug and concrete work.
- The fire station is currently packed with Christmas presents for Baba's Magical Christmas program.



STAFF REPORTS

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - Interim City Administrator	September 19, 2023

Parks and Recreation

- Aquatics
 - Hired new lifeguard III who has received her certification in LGI, and will be able to teach lifeguarding, CPR and First Aid classes.
 - Working on employee performance reviews.
 - Over Thanksgiving break, we had to put guests on a waiting list because we did not have adequate staff, as several were out of town.
 - We are working to recruit more adult lifeguards.
 - Salida High School Girl's Swim Team started practice. They will be practicing after school.
 - The Cyclone Swim Team will complete their stroke clinic on December 16.
 - Completed fall swimming lessons in November. We had to add another time slot because we had 25 kids on the waiting lists.
 - Hired two new P&R Reps to help with the weekends.
 - Applied for a grant to help schools in our area pay for swimming lessons.
 - Updating front desk and SHSAC procedural manuals.
 - Fee schedule updates for 2024
 - Contracts in development (Longfellow, Cyclones, etc.)
- Recreation
 - We have approximately 190 youth registered for youth basketball!!!! We are spending a lot of our time and effort figuring out this league again. We are hiring four practice, are still short volunteer coaches and are expecting to need about 10 more head coaches.
 - Youth wrestling is also off and running with 26/30 participants in the younger group and 16/30 participants in the older group. We won't be offering any more spots and expect that parents who miss the deadline will be upset. Wrestling doesn't start for another 2 months. We are also hiring a coach to facilitate the wrestling league.
 - We're running the basketball skills challenge at Longfellow Elementary school from 5 – 7 pm Monday – Thursday nights, December 11 - 15. We'll be ranking kids on their playing ability and then we'll use those rankings to create even teams. Basketball registration closes 12/15 and we're hoping this will help promote kids to get signed up on time.
 - We've been planning for the New Year's Day 5k coming up on Jan 1.
 - We're meeting about flag football with BV this week to discuss what it will look like next year.
 - We're meeting to work on the school district facilities agreement.
 - Working on a sponsorship policy for businesses to sponsor our leagues.
 - Working on upgraded coach software.
 - Have updated the recreation webpage and will continue to improve the different landing pages.
 - Working to figure out how to sell merchandise in addition to league registrations to help with costs.
 - Working on cost recovery of recreation department to better track KPI's going forward.
 - Working on instructor pay scale to help qualified instructors be paid for their skills.
 - Working on youth paddle program and registration will open for that this Wednesday.
 - Winter/Spring resource guide development in progress.
- Facilities
 - Replaced 3 drivers for 3 overhead lights.
 - Moved acid tank to old boiler location.
 - Created a snow removal map for Centennial Park.



STAFF REPORTS

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - Interim City Administrator	September 19, 2023

- Worked on filling out staff reviews.
- Snow removal.
- Ordering parts for the floor machine.
- Trouble shooting pool vacuum/order parts.
- Trouble shooting and addressing issues with lap pool chlorinator.
- Road improvements at the hot springs source property.
- Troubleshooting and resetting effluent meter.
- Order arsenic sample bottles.
- Moving shed out to the MUF.
- Repair the "new" floor machine. Chemical valve was leaking.
- Creating and installed a shelf for a speaker in the natatorium.
- Completed preliminary self-evaluation.
- Progress has been made on the Scout Hut Restroom project.
- FiBArk Building Roofing Options explored.
- Garage door spring/track repair at the Public Works Facilities.
- Alarm Lock demo scheduled for 12/13.
- Exploring new furniture for the Council Chambers.
- Hot water line replacement scheduled to begin in February.

• Parks

- Installed 3 new pieces of playground equipment at Riverside park. Jackhammer and 2 sand diggers.
- Tree work- Clearance and structurally pruned and removed hazards on 37 trees at Centennial, Alpine, Touber and Thonoff Parks.
- Helped Bob with the lift for Touber electric work.
- Hung F Street Holiday lights.
- Fully staffed as 11/15. Training new employees.
- Scout hut flooring finished/Looking at maybe doing the tiling.
- Moved a shed to the MUF. Adds additional dry/winter storage if needed.
- Trained employees on snow routes, machines, expectations, standards and are ready for snowstorms.
- Starting to plan bigger projects for 2024- S-Mtn reforestation, S-Mtn bike park, sustainable landscaping.
- Completed preliminary self-review process.
- Looking into working with SPOT, Sculpture ID and volunteer at options for the Riverside Park Climbing Wall.
- Completed Erika Saari memorial bench.

Police

- We are getting one of our staff members back this Sunday. He has been out recovering from surgery to repair a broken collar bone. This will put us back to only being down two. However, I have another person having surgery in January and he will be out for approximately a month. We have been managing with being short staffed, but it causes a decrease in our ability to be proactive, especially with traffic enforcement.
- We posted the open patrol position this week. We are hopeful that the new pay plan will be attractive/competitive enough to bring in multiple candidates. We will most likely keep this posted and open until January 31st.
- We are finally set to receive the 2023 patrol cars in the next week or two. The patrol car supply chain is still unreliable, and they are telling us it will probably be 2025 before things are back to normal.



STAFF REPORTS

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - Interim City Administrator	September 19, 2023

- I have attached a letter I received a few weeks ago from Butch Senff. He sent me a letter wanting to commend two officers for how they responded to assist with his situation. I was nice to hear how the staff handled his call and shows the culture that we have built here at Salida PD.

Public Works

- Planning/Engineering/Construction
 - Planning and Construction
 - Streets
 - Oak Street Reconstruction and US-50 SRTS
 - Final plans submitted to CDOT
 - Coordination on FD project
 - Poncha Blvd
 - Wrapped up for winter. Holman intersection and improvements to Mesa Circle remain. Estimated start date of April 2024.
 - Utilities
 - Due diligence for rate study underway.
 - Poncha Trunk line: Design complete
 - Other CIP Items
 - Caboose restoration in progress
 - Roof underway. Exterior nearly complete
 - Multi-use office space addition underway. Insulation complete.
- Operations
 - Streets
 - Preparation for winter maintenance
 - Snow plowing
 - Sign program maintenance
 - Utilities
 - Field Utilities
 - Smart meter upgrades
 - Sewer cleaning and inspection work for 2023 near complete
 - New employee training
 - Water Treatment
 - SCADA communications upgrades underway
 - Exterior maintenance projects at multiple locations in progress
 - Wastewater Treatment
 - Routine items



STAFF REPORTS

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - Interim City Administrator	September 19, 2023



Dear Chief,

On 09/23/2023 I found that my father had passed away and my mother was unconscious in their tiny home at 845 Oak Street Lot # 54, Salida. My father had been under Hospice care for terminal cancer and it appeared that my mother had fallen and given herself a concussion.

I retired from law enforcement after twenty five years in southeast Florida, so I have had experience with unattended deaths although not with a family member. I called 911 and reported what I had found. Your employee was very calm and professional with me and obtained the required information from me. She placed me on a brief hold and asked that I not hang up while she got everyone moving towards my parent's residence.

Sergeant Lance Cliff and Officer Brenna Osborn were the first ones on the scene and they too were very calm and professional as they checked on my parents and took down the information they required from me. They were both squared away and treated me and my mother with dignity and respect. Officer Osborn remained with my mother as Sergeant Cliff directed the fire department and ambulance into position. Everyone worked as a team to get my mother stable and headed to the hospital.

I know firsthand that when law enforcement makes a mistake or a perceived mistake that everyone starts screaming that the sky is falling. I am so happy to see that in my chosen career there are still people like your employees who are out there every day protecting and serving.

Please thank your employees for me for the help, respect and condolences that they provided for my mother and me on a very difficult day in our life.

Respectfully,

Butch Senff

786-234-9311