



# CITY COUNCIL REGULAR MEETING

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

February 21, 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](https://c.streamhoster.com/embed/media/W6sdC9/xAllQfSsmmO/vpfQhcsApYv_5?preview=1)

### CALL TO ORDER

**Pledge of Allegiance**

**Roll Call**

**Civility Invocation**

1. Civility Invocation

### CONSENT AGENDA

2. Approve Agenda

3. Approve February 7, 2023 Minutes

4. Approve Enduro Special Event

5. Approve Monarch Racing Team Special Event

### CITIZEN COMMENT—Three (3) Minute Time Limit

### LIQUOR LICENSING AUTHORITY

6. Liquor License Hearing for Riveting Experience Jewelry - **Continue**

### UNFINISHED BUSINESS / ACTION ITEMS

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

### NEW BUSINESS / ACTION ITEMS

8. **Resolution 2023-08** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, FINDING THE GROOVER ANNEXATION PETITION TO BE IN SUBSTANTIAL COMPLIANCE WITH STATE STATUTES AND SETTING A PUBLIC HEARING ON SAID PETITION

9. **Resolution 2023-10** A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING THE SUBDIVISION IMPROVEMENTS AND INCLUSIONARY HOUSING

*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.*

AGREEMENT FOR THE SALIDA CROSSINGS PLANNED DEVELOPMENT AND MAJOR SUBDIVISION

- [10.](#) **Ordinance 2023-04** AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO, ADOPTING THE PLASTIC POLLUTION REDUCTION ACT AND ESTABLISHING PENALTIES FOR VIOLATING THE ACT, **FIRST READING AND SETTING A PUBLIC HEARING**
- [11.](#) **Ordinance 2023-05** A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO AMENDING THE 2023 FEE SCHEDULES TO ADOPT THE PRESUMPTIVELY VALID SMALL CELL FACILITY FEE SCHEDULE, **FIRST READING AND SETTING A PUBLIC HEARING**
- [12.](#) **Resolution 2023-09** A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING AN AMENDMENT TO THE DEVELOPMENT IMPROVEMENT; SUBDIVISION IMPROVEMENT; AND INCLUSIONARY HOUSING AGREEMENT FOR THE HOLMAN COURT PLANNED DEVELOPMENT AND MAJOR SUBDIVISION

**COUNCILORS, MAYOR AND CITY TREASURER REPORTS**

**Council Reports**

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

**Mayor Report**

**Treasurer Report**

[13.](#) Treasurer Report

**Attorney Report**

**Staff Reports**

[14.](#) Staff Reports

**ADJOURN**



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City Clerk | Deputy City Clerk

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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  
February 07, 2023 - 6:00 PM

## MINUTES

### CALL TO ORDER

#### Pledge of Allegiance

#### Roll Call

#### PRESENT

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

#### Civility Invocation

### CONSENT AGENDA

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

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

#### THE MOTION PASSED.

- Approve Agenda
- Approve January 17, 2023 Minutes
- Approve Monarch Madams Special Event
- Approve FIBArk Boathouse Lease Agreement
- Award 2023 Street Reconstruction Project
- Approve Agreement for Transfer of Entitlements – Harriet Alexander Field
- Approve Partial Release of Confluent Park, LLC LOC
- Approve Partial Release of the Line of Credit for the Salida RV Resort

### CITIZEN COMMENT–Three (3) Minute Time Limit

Donna Rhoads, Wendy Gorey, Christy Sower, and Cory Riggs spoke during Public Comment.

### PROCLAMATIONS

Mayor Shore read the Proclamation and declared the month of February as Black History Month.

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**UNFINISHED BUSINESS / ACTION ITEMS**

There was no unfinished business.

**NEW BUSINESS / ACTION ITEMS**

**Resolution 2023-06** A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO AMENDING THE 2023 FEE SCHEDULES

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

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

THE MOTION PASSED.

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

Council Member Templeton moved to approve the Resolution and appoint Dania Pettus, term ending November 23, 2023 and Carmel Burton, term ending April 16, 2025 as members of the Public Art Commission, Seconded by Council Member Critelli.

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

THE MOTION PASSED.

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

Council Member Pappenfort moved to approve the Ordinance on first reading and set a Public Hearing for February 21, 2023, Seconded by Council Member Templeton.

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

THE MOTION PASSED.

**COUNCILORS, MAYOR AND CITY TREASURER REPORTS**

Reports were given.

**ADJOURN**

Adjourned at 6:47 p.m.



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City Clerk | Deputy City Clerk

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Mayor Dan Shore

# Special Event application

Event Name \*

Michael Franco

Event contact name \*

Michael Franco

Event contact email address \*

mike@canfieldbikes.com

Event contact phone number \*

3035526925

If you are requesting on behalf of an organization, is it a nonprofit (501c3)? \*

Yes

No

N/A



If you have rented a park with the City of Salida in the past, please indicate the name of the account in our software system (SmartRec/Amilia).

NA

The following questions are similar to the questions that were answered in the online "Park rental and Special event request form". Please provide more detail in this application.

Event location

S-Mountain

Event start date

MM DD YYYY

04 / 30 / 2023

Event start time

Time

08 : 00 AM ▼

Event end date

MM DD YYYY

04 / 30 / 2023

**Event end time**

Time

05 : 00 PM ▼

**Estimated number of people in attendance**

200

**Please provide a short description of the event**

An enduro mountain bike race on S-Mountain that will have 4 stages/timed descents. Stage 1 will be Rusty Lung ending at the bottom of the trail, Stage 2 will be Upper Sand Dunes and Middle Sand Dunes, ending at Prospector intersection, Stage 3 will be half of Dream On and the Rise-N-Shine single track, and Stage 4 will be Upper Uncle Natzy, Hooligan, and Middle Sand Dunes ending at the Prospector intersection. Those segments will need to be closed to the public for the ~3 hour duration of each stage (including setup and sweep). The first Stage will start at 9 AM and racing should be completed by 4-5 PM. Race headquarters will be at the High Side Grill (Registration, packet pickup, awards, food/beverage).

**Will food or merchandise be available from any vendor?** Yes No Maybe

If yes, food and sale tax licenses must be obtained and possibly a multi vendor permit. Contact the Colorado Department of Revenue for sales tax licenses at (303) 232-2416, and the Chaffee County Public Health Department for food licenses at (719) 539-2124. Vendors must have a fire extinguisher on site. Vendor booths are subject to inspection by the Salida Police and Fire Departments.

Multiple vendor permit

<https://drive.google.com/file/d/1VHVSD9PEo0x-dNvllrrkWRlrx1JaL8o9/view?usp=sharing>

County form:

<https://www.chaffeecounty.org/EndUserFiles/57096.pdf>

Will Alcohol be sold or distributed at your event?

Yes

No

Maybe

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

<https://drive.google.com/file/d/1VGNG7tcBM4NP0KCIJ9hZqqrcvuyjPvu/view?usp=sharing>

Will there be amplified sound at your event?

- Yes
- No
- Maybe

If yes, complete the Amplified Sound Permit available at the City Clerk's office or at the link below.  
<https://drive.google.com/file/d/1xzs0WynIEqU8bvC9owxr94VwpmhoeLTa/view?usp=sharing>

Are any streets, sidewalks or other right of way closures required for your event?

- Yes
- No
- Maybe

If yes, it is your responsibility to circulate and submit a petition signed by abutting residents/merchants as to their support or non-support of the closure.  
<https://drive.google.com/file/d/1V3xAFRIMqozcGrAQsk9QC3BoClme09V/view?usp=sharing>

If yes, please describe the request.

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Will you require any security or law enforcement services specific for your event?

- Yes
- No
- Maybe

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

.....

If additional City of Salida Police Officers are requested, they must be requested through the Salida Police Department (719-539-6880).

Where will people park for your event?

F-Street parking lot, street parking, Absolute Bikes/High Side Grill parking lot.

.....

How many additional trash cans are needed for your event?

0

.....



Is a quote from a trash service included in your application packet?

- Yes
- No

Is the Emergency Action Plan included in your application packet?

- Yes
- No

Have you obtained insurance for your event that lists City of Salida as additionally insured?

- Yes
- No

Please check that you understand and will adhere to the following requirements:

- Any violation of the City of Salida Municipal Code or agreements made in the application process are grounds for denial of the Special Events permit in the future.
- You will be required to have insurance and name the City as an additionally insured party. Because this is often a lengthy process, the City will accept and approve applications pending receipt of proof of insurance.
- Applicants are also responsible for meeting any other agency requirements. For example, if you are serving food you must meet all Health Department requirements
- Chaffee County Department of Health requires at least one restroom for every fifty people attending the event.
- 1 trash can per 50 people is required
- The event is responsible for emptying ALL trash within the event, including pre-existing city trash cans.
- All clean up must be completed within 24 hours after the event concludes. If the City has to clean up after the event, a fee will be billed to the organizer.

Digital signature:

Michael Franco

This form was created inside of City of Salida.





Sean Reynolds  
Outdoor Recreation Planner  
Bureau of Land Management, Royal Gorge Field Office

#### Letter of Support: Salida Enduro Series

On behalf of Salida Mountain Trails (SMT), I'm writing in support of the proposed Salida Enduro Series. SMT has spoken with the event organizers, and we are confident in their ability to deliver events that provide exceptional experiences for mountain bikers, while minimizing user conflict and trail damage.

Although Salida is home to many miles of incredible trails, there is a relative lack of events for mountain bikers. This event series would fill that gap. In particular, it would provide more experienced mountain bikers with a safe, sanctioned opportunity to test their skills. It would also build community among trail users, and grow SMT's network of supporters. Developing these relationships will inculcate a stronger sense of shared stewardship, resulting in more courteous trail etiquette and more volunteers willing to help maintain the trails they love.

SMT has two concerns about the race series. However, both can be mitigated. Damage to trails is always a possibility with mass events. To mitigate this, we have talked with the organizers about working with SMT on pre- and post-race maintenance. Organizers also indicated that races will be cancelled/postponed if trail conditions warrant. Second, user conflict may arise from a downhill mountain bike race. To mitigate this, we strongly recommend that trails be closed to the public while races are in progress. If this isn't an option, SMT will work with organizers on signage and staffing to ensure safety on the race courses.

We believe the event organizers will strive to mitigate these concerns. And in general, we believe the event organizers will be good partners in planning and executing the events. In contrast to some other private individuals who have organized races on trails that SMT manages, the organizers of the Salida Enduro Series have made it clear they are prioritizing a good event over a good payday. Organizers proactively contacted SMT for feedback about the events, and have shown a clear willingness to work with us to make the events successful. As one example, as noted above, organizers had no hesitancy in agreeing to help with race-related trail maintenance. Clearly, they care about not only enjoying the trails, but about preserving them as well.

SMT is fully committed to supporting the Salida Enduro Series, with trail maintenance and volunteer recruitment, to ensure all events run smoothly. We strongly encourage you to approve permits for all events in the race series. If you have any questions, please don't hesitate to reach out.



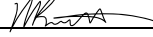
Thank you,

Jon Terbush  
Executive Director, Salida Mountain Trails

# City of Salida

## Special Event Emergency Action Plan

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

Emergency Manager (1 lead, 2 alternates)	Contact info 1	Contact info 2	Signature
1. Michael Franco	303-552-6925		
2. Parker Roenfanz	715-781-2066		
3. Whitney Barrett	505-440-5096		
4.			

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

**Communications**

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

**Fire**

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

**Medical Emergency**

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

**Violent incident**

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

**Severe Weather/Natural incident**

1. Move participants away from threat if possible.
2. Evacuate to High Side Grill - Race Venue HQ
3. Call 911

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

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

## Salida Enduro – Course, Logistics, Volunteer Plan

### Course

- Transfer #1 – Ride up Frontside Trail, take right on Burnpile Connector to Lil Rattler, stay on Lil Rattler until CR 173. Stage #1 start at intersection of CR 173 and Upper Rusty Lung.
- Stage #1 – Start at the beginning of Upper Rusty Lung, cross Spiral Drive, Lower Rusty Lung. Finish at the bottom of Lower Rusty Lung, shortly before Chile Pepper Trail Intersection.
- Transfer #2 – Take Poblano trail, left on Burnpile, left on Frontside, cross Spiral Drive to Lil Rattler, take Lil Rattler to CR 173, ride up CR 173. Stage #2 start – beginning of Upper Sand Dunes.
- Stage #2 – Start at beginning of Upper Sand Dunes, stay right on Middle Sand Dunes, finishing stage at Sand Dunes/Prospector intersection.
- Transfer #3 – Take Middle Sand Dunes to Backbone intersection, turn left on Backbone, right on Sweet Dreams, right on Dream On. Continue on Dream On to Stage #3 Start.
- Stage #3 – Start at designated start line on Dream on, right on Rise-N-Shine, finish at bottom of Rise-N-Shine singletrack.
- Transfer #4 – Take Rise-N-Shine to Frontside, right on Burnpile Connector to Lil Rattler, Lil Rattler to CR 173, stay on CR 173 past the intersection with Pauli/Dude Abides, take CR 173 to the top of Uncle Nazty to Stage #4 start.
- Stage #4 – Start at top of Uncle Nazty, ride to intersection of Pauli/Hooligan, stay straight on Hooligan, ride Hooligan to Middle Sand Dunes, Middle Sand Dunes to stage finish at intersection of Middle Sand Dunes and Prospector.

### Logistics

- Saturday 4/29/23
  - o Registration/Package Pickup – 6 PM – 9 PM – High Side Grill
  - o Racer Meeting – 8 PM – High Side Grill
- Sunday 4/30/23
  - o Last Chance Registration/Package Pickup – 7 AM – 8 AM – High Side Grill
  - o 9:00 AM – Stage 1 Start
  - o 10:30 AM Stage 2 Start
  - o 12:00 PM Stage 3 Start
  - o 1:30 PM Stage 4 Start
  - o 4:00 PM Race Finish
  - o 4:00 PM – 5:00 PM Final course sweeps/cleanup (Sweeps/cleanup will occur after each stage completion)
  - o 4:00 PM – 9:00 PM – Race Party at High Side Grill
  - o 6:00 PM Awards – High Side Grill

### Volunteers

- Timers at top and bottom of each stage

- Volunteers at top and bottom of each stage with first aid kits
- Course marshals located at road/trail intersections and dispersed throughout the course at key locations.
- Medical staff/EMTs located at strategic points on course
- Registration volunteers Saturday and Sunday



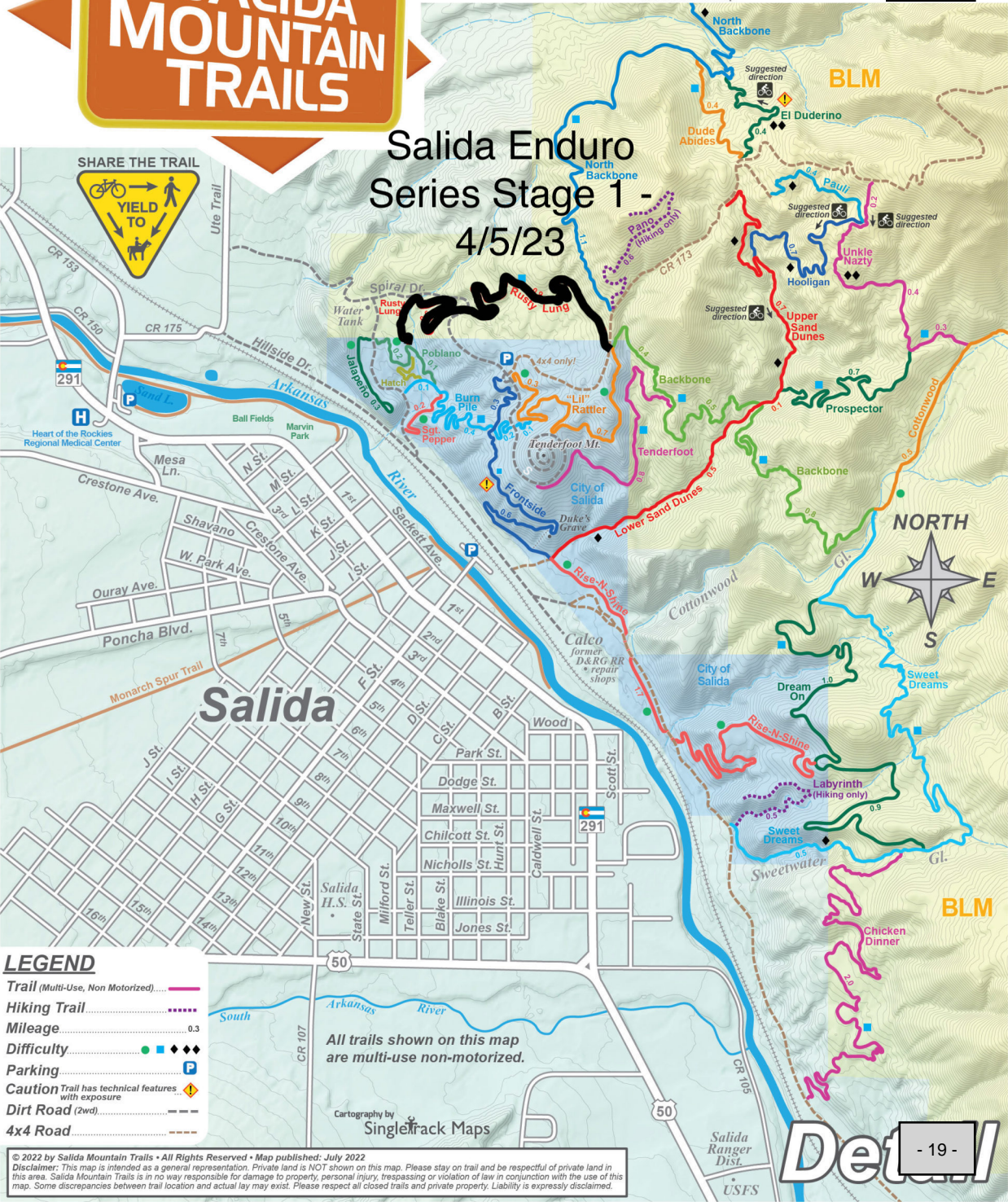
# Arkansas Hills

Item 4.



See Overview Map

## Salida Enduro Series Stage 1 - 4/5/23



**LEGEND**

- Trail (Multi-Use, Non Motorized).....
- Hiking Trail.....
- Mileage..... 0.3
- Difficulty..... ● ◆ ◆ ◆
- Parking..... P
- Caution Trail has technical features with exposure.....
- Dirt Road (2wd).....
- 4x4 Road.....

All trails shown on this map are multi-use non-motorized.

Cartography by SingleTrack Maps

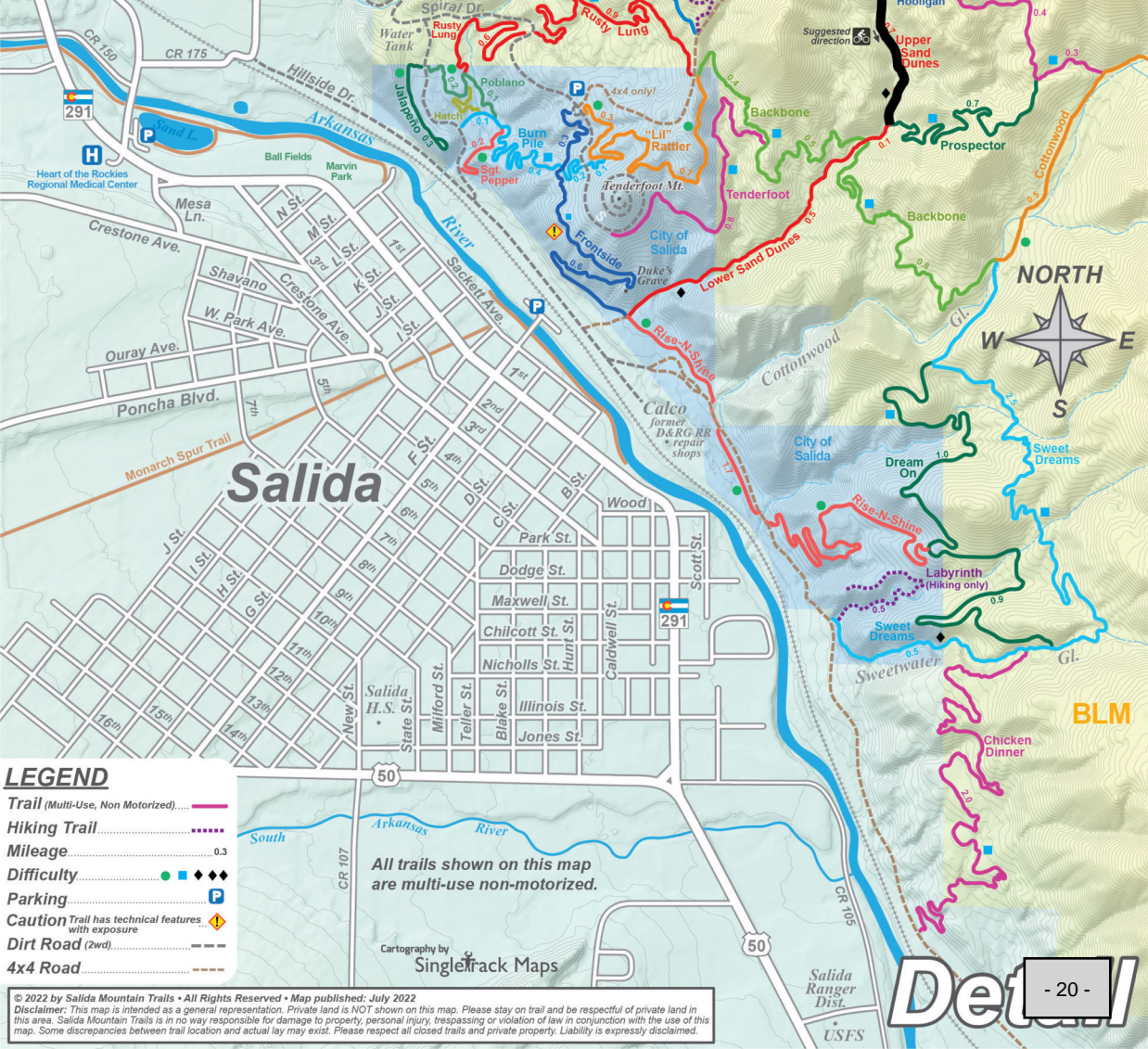
© 2022 by Salida Mountain Trails • All Rights Reserved • Map published: July 2022  
 Disclaimer: This map is intended as a general representation. Private land is NOT shown on this map. Please stay on trail and be respectful of private land in this area. Salida Mountain Trails is in no way responsible for damage to property, personal injury, trespassing or violation of law in conjunction with the use of this map. Some discrepancies between trail location and actual lay may exist. Please respect all closed trails and private property. Liability is expressly disclaimed.

Detail - 19 -





## Salida Enduro Series Stage 2 4/12/23



**LEGEND**

- Trail (Multi-Use, Non Motorized).....
- Hiking Trail.....
- Mileage..... 0.3
- Difficulty..... ● ◆ ◆ ◆
- Parking..... P
- Caution Trail has technical features with exposure.....
- Dirt Road (2wd).....
- 4x4 Road.....

All trails shown on this map are multi-use non-motorized.

Cartography by SingleTrack Maps

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# Arkansas Hills

Item 4.



See Overview Map

## Salida Enduro Series Stage 3 4/19/23



**LEGEND**

- Trail (Multi-Use, Non Motorized).....
- Hiking Trail.....
- Mileage..... 0.3
- Difficulty..... ● ◆ ◆ ◆
- Parking..... P
- Caution Trail has technical features with exposure.....
- Dirt Road (2wd).....
- 4x4 Road.....

All trails shown on this map are multi-use non-motorized.

Cartography by  
SingleTrack Maps

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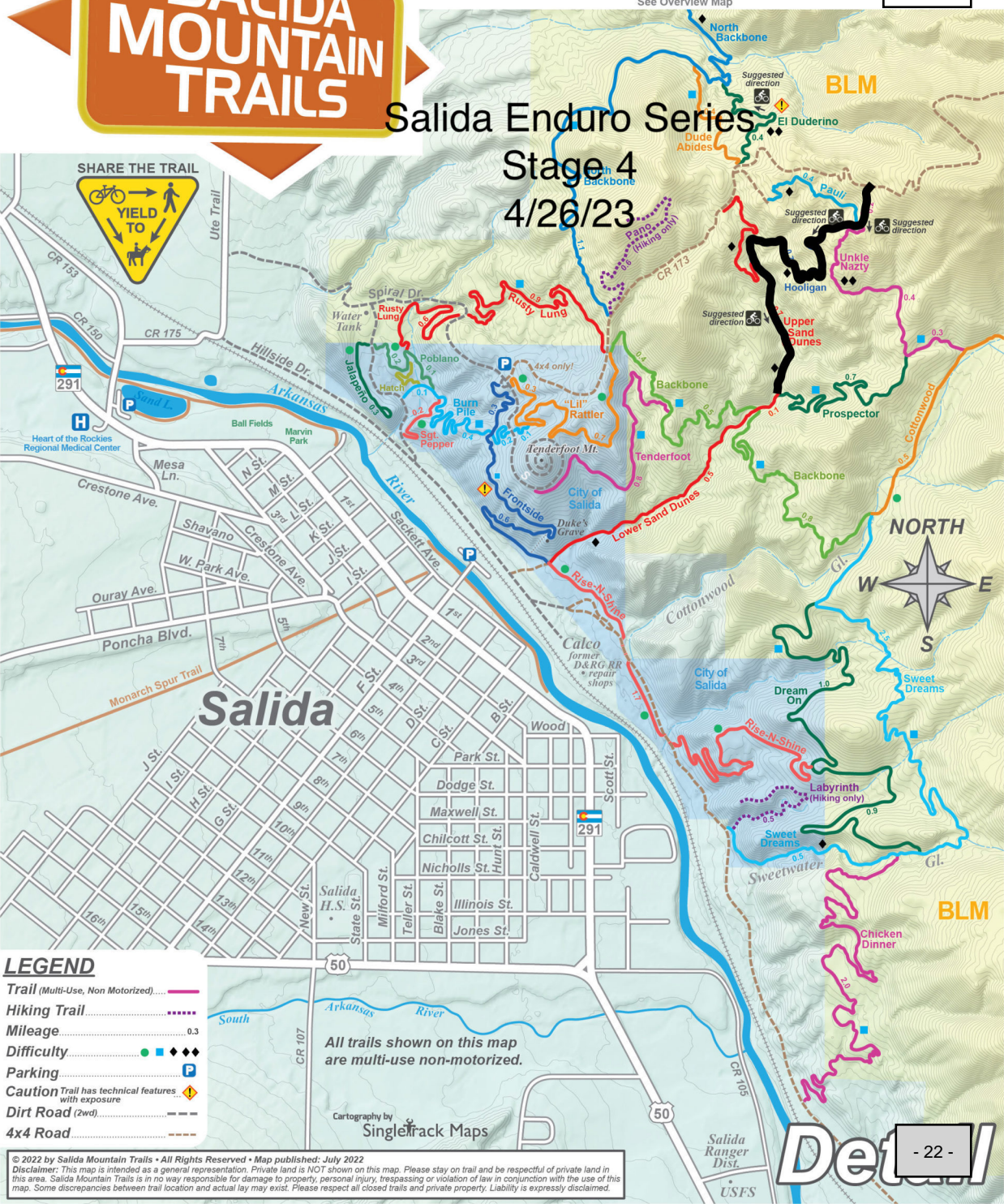


# Arkansas Hills

Item 4.



## Salida Enduro Series Stage 4 4/26/23



**LEGEND**

- Trail (Multi-Use, Non Motorized).....
- Hiking Trail.....
- Mileage..... 0.3
- Difficulty..... ● ◆ ◆ ◆
- Parking..... P
- Caution Trail has technical features with exposure.....
- Dirt Road (2wd).....
- 4x4 Road.....

All trails shown on this map are multi-use non-motorized.

Cartography by  
SingleTrack Maps




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# City of Salida

## Special Event Emergency Action Plan

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

Emergency Manager (1 lead, 2 alternates)	Contact info 1	Contact info 2	Signature
1. Michael Franco	303-552-6925		
2. Parker Roenfanz	715-781-2066		
3. Shawn Gillis	719-221-1296		
4.			

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

**Communications**

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

**Fire**

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

**Medical Emergency**

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

**Violent incident**

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

**Severe Weather/Natural incident**

1. Move participants away from threat if possible.
2. Evacuate to High Side Grill - Race Venue HQ
3. Call 911

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

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

## Emergency Medical Plan – Salida Enduro

- **Access for Emergency Vehicles**
  - Ambulance – CR175, CR176, Spiral Drive, Hillside Drive
  - Riders will be on singletrack for approximately 15 miles over the course of the day, including the transfers to each stage start. Riders will be racing on 4 separate timed stages, totaling approximately 4 miles (details of the stages and course map to follow). Ambulances will not be able to reach riders on most of those sections, but we will have medical officials stationed on course; volunteers will have cell phones or radios; other riders will be in a position to help; and we will have 3-5 Search and Rescue EMT's on the course for this event.
- **First Aid**
  - Volunteers will have first aid kits at the start and finish of each stage.
  - EMTs will be located strategically at the most technical portions of the stages (ie. Upper Sand Dunes, Hooligan trails) and will be able to communicate with other course officials via radio/cell phone.
  - Medical personnel will sweep the course at the conclusion of each stage.
- **Names/Qualifications of Medical Personnel**
  - Salida Enduro Staff – Whitney Barrett M.D. – Medical Director – ER Doctor (Current Medical Director for the High Lonesome 100 Running Race – 5+ years)
  - Salida Enduro Staff – Kevin Kaucher – ACLS Provider – Colorado Certified
  - Salida Enduro Staff – Michael Franco – First Aid and CPR certified – Will move to various course locations during event.
  - TBD – We are working with HRRMC, Chaffee County Search and Rescue, SMT, and our local network to identify additional EMT/Medical Personnel.
- **Emergency Phone Numbers and Hospitals**
  - 911
  - Salida PD – 719-530-2600
  - Salida Fire Department – 719-539-2212 (124 E Street, Salida)
  - Heart of the Rockies Regional Medical Center – 719-530-2200 (1000 Rush Drive, Salida)
  - Chaffee County Search and Rescue – 719-207-1495 (Poncha Springs)

## Emergency Medical Plan – Salida Enduro Series

- **Access for Emergency Vehicles**
  - Ambulance – CR175, CR176, Spiral Drive, Hillside Drive
  - Riders will be on singletrack for the majority of these stages. Ambulances will not be able to reach riders on those sections, but we will have medical officials stationed on course; volunteers will have cell phones or radios; other riders will be in a position to help; and we will have 1-2 Search and Rescue EMT's on the course for this event.
- **First Aid**
  - Medical personnel at the finish line at the bottom of each stage with first aid kit/supplies
  - Search & Rescue EMT with full medical kit on course
  - Medical personnel following the race as a sweep rider with a first aid kit
- **Names/Qualifications of Medical Personnel**
  - Salida Enduro Staff – Michael Franco – First Aid and CPR certified – Will move to various course locations during event.
  - TBD – We are working with HRRMC, Chaffee County Search and Rescue, SMT, and our local network to identify EMT/Medical Personnel. We will provide this information in the near future but are confident we will have no issues with paid/volunteer medical staff.
- **Emergency Phone Numbers and Hospitals**
  - 911
  - Salida PD – 719-530-2600
  - Salida Fire Department – 719-539-2212 (124 E Street, Salida)
  - Heart of the Rockies Regional Medical Center – 719-530-2200 (1000 Rush Drive, Salida)
  - Chaffee County Search and Rescue – 719-207-1495 (Poncha Springs)

(February 2020)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

**SPECIAL RECREATION PERMIT**

(16 U.S.C. 6801 et seq., 43 U.S.C. 1701 et seq., 43 CFR Group 2930)

Permit No.

CO-200-RG-RU-23-05

BLM Issuing Office

Royal Gorge Field Office

Permittee Collegiate Peaks Collective

Authorized Representative Michael Franco

Address

1001 Fooses St  
Poncha Springs, CO 81242

Phone Number 303-552-6925

Email Address mike@canfieldbikes.com

Fax Number \_\_\_\_\_

Web Site \_\_\_\_\_

Permit is for (check all that apply):  Commercial Use  Competitive Use  Organized Group Activity or Event  Vending

Date Issued 1/23/2023 Date Expires 5/1/2023 (Terms greater than one year subject to annual authorization.)

Seasonal or other period of use limitations April, 2023

Permit Fee Formula Both commercial and competitive: Greatest of \$115/year or \$6/participant/day or 3% of gross revenue

If other, specify:

Assigned Sites (commercial only):  None

No. of Assigned Sites subject to fees \_\_\_\_\_

Special Area Fees Apply:  Yes  No

Special Area Fee \_\_\_\_\_

Minimum insurance coverage requirements Moderate Risk: \$500,000 per occurrence, \$1,000,000 annual aggregate

Permit is valid only if a current Certificate of Insurance, listing the United States as additional insured, is on file with the issuing BLM Office.

Post use report due date(s) June 1st, 2023

Bond Requirement:  None

Bond Amount \_\_\_\_\_

Purpose and activities authorized

Competitive mountain bike race series.

Approved Area of Operation

Arkansas Hills trail system near Salida, CO

**Certification of Information:** I certify use of this permit will be as per the operations plan on file with the BLM. I acknowledge I am required to comply with any conditions required by the BLM including the General Terms and Permit Stipulations listed on the following pages of this form and any additional stipulations which may be attached.

Additional Stipulations are attached:  Yes  No



(Permittee Signature)

01/19/2023

(Date)

Approved and issued for the conduct of permitted activities and locations shown on this permit and in conformance with the operating plan. Permit is subject to General Terms and Permit Stipulations and any additional stipulations attached.

\_\_\_\_\_  
(BLM Authorized Officer Printed Name)

\_\_\_\_\_  
(BLM Authorized Officer Signature)

\_\_\_\_\_  
(Date)

- A. Compliance with laws, regulations, and other legal requirements.** The permittee shall comply with all Federal, State, and local laws; ordinances; regulations; orders; postings; or written requirements applicable to the area or operations covered by the Special Recreation Permit (SRP). The permittee shall ensure that all persons operating under the authorization have obtained all required Federal, State, and local licenses or registrations. The permittee shall make every reasonable effort to ensure compliance with these requirements by all agents of the permittee and by all clients, customers, participants, and spectators under the permittee's supervision.
- B. Modification, Suspension, Termination.** An SRP authorizes special uses of the public lands and related waters and, should circumstances warrant, the permit may be modified by the BLM at any time, including modification of the amount of use. The Authorized Officer may suspend or terminate an SRP if necessary to protect public resources, health, safety, the environment, or because of non-compliance with permit stipulations. Actions by the BLM to suspend or terminate an SRP are appealable.
- C. Permit Value & Operating Rights.** No value shall be assigned to or claimed for the permit, or for the occupancy or use of Federal lands or related waters granted thereupon. The permit is not to be considered property on which the permittee shall be entitled to earn or receive any return, income, price, or compensation, and may not be used as collateral for a loan. In the event of default on any mortgage or other indebtedness, such as bankruptcy, creditors shall not succeed to the operating rights or privileges of the permittee's SRP. This permit, which is revocable and terminable, is not a contract or a lease, but rather a federal license.
- D. Non-Exclusive Use.** Unless expressly stated, the SRP does not create an exclusive right of use of an area by the permittee. The permittee shall not interfere with other valid uses of the federal land by other users. The United States reserves the right to use any part of the area for any purpose.
- E. Subcontracting.** Where the BLM authorizes a permittee to subcontract a portion of the permitted activities, the permittee must retain operational control of the permitted activities and must also comply with any applicable special stipulations related to contractors and subcontractors, which may include, but are not limited to, provisions regarding permit compliance, fee payment, reporting requirements, and insurance requirements.
- F. Advertising.** All printed, electronic, and oral advertising and representations made to the public and the Authorized Officer must be accurate. Although the addresses and telephone numbers of the BLM may be included in advertising materials, the permittee will not seek or obtain trademark rights, use or incorporate the names, trademarks, or logos of the BLM, the Government, or their employees in any advertising, promotional, sales literature, or on any product without the prior written approval of the BLM for the specific use. The permittee shall not state or imply that the Government or any of its organizational units or employees endorses any product, service, or activity as being conducted by the BLM. The BLM does not directly or indirectly endorse any product or service provided, or to be provided, by the permittee whether directly or indirectly related to this Special Recreation Permit. The permittee may not portray or represent the permit fee as a special federal user's tax. The permittee must furnish the Authorized Officer with a current brochure, or website, including price list.
- G. Responsibility of Permittee.** The permittee assumes responsibility for inspecting the permitted area for any existing or new hazardous conditions, e.g., trail and route conditions, landslides, avalanches, rocks, changing water or weather conditions, falling limbs or trees, submerged objects, hazardous flora/fauna, abandoned mines, or other hazards that present risks for which the permittee assumes responsibility.
- H. Resource Protection:** The permittee cannot, unless specifically authorized, erect, construct, or place any building, structure, or other fixture on public lands. Upon leaving, the lands must be restored as nearly as possible to pre-existing conditions.
- I. Display of Permit:** The permittee, permittee's employees, agents, and Authorized Officer approved subcontractors, must present or display a copy of the SRP to an Authorized Officer's representative, or law enforcement personnel upon request. If required, the permittee must display a copy of the permit or other identification tag on equipment used during the period of authorized use.
- J. Operating Plan.** The operating plan submitted in the application corresponding to this permit is incorporated as the operating plan for this permit. Any changes to your operations as described in this plan must be requested in writing to the BLM. This request must receive prior written approval from the BLM Authorized Officer, before the operating plan changes may take effect.
- K. Accounting Records:** The Authorized Officer, or other duly authorized representative of the BLM, may examine any of the books, documents, papers, or records pertaining to the permit or transactions related to it, in the possession of the permittee or its employees, business affiliates, or agents for up to three years after expiration of the permit. For permits with fees greater than \$10,000 annually, when requested by the BLM, the holder at its own expense shall have its annual accounting records audited by an independent public

and these records must be readily discernable from accounting transactions with other permits, business endeavors or personal use. Accounting records must include the following:

1. A recordkeeping procedural outline or process plan.
  2. Customer receipt deposit log or similar detailed information, which includes at a minimum: A) Customer identifier; B) Location identifier; C) Dated deposit and amount; D) Gross fee collected; E) Subtotal after each customer transaction; F) Grand total after each deposit; G) Grand total of year-end receipts.
  3. Corresponding monthly bank statement ledgers to the customer receipt deposit log or other compensation attributed to activities conducted under this permit.
  4. Price advertisements.
  5. Original customer reservation listings or event registration sheets.
  6. A record of all financial relationships with booking agents, advertisers, subcontractors, and business affiliates connected to permitted use.
  7. A record of all receipts or compensation including payments, gratuities, donations, gifts, bartering, etc., received from any source not captured in the customer receipt deposit log for activities conducted under the permit.
  8. A record of all payments made by the permit holder and claimed as a deduction in the permit holder fee submission. Records consist of receipts, debit transaction logs, bank statements, or similar records.
  9. W-2 records or other similar records of employment for all employees conducting activities under the permit.
- L. Revenue Reporting:** The permittee must submit a post-use report and any other required forms to the Authorized Officer according to the due dates shown on the permit. If the post-use report is not received by the established deadline, the permit will be suspended and/or late fees assessed. The post-use report must contain a trip-by-trip log of trip location, beginning and ending dates of each trip, number of clients, number of guides, and gross receipts for the trip. Deductions based on pre- and post- trip transportation and lodging expenses and percentage of time on public land, if being claimed, must be described in advance in the permittee's Operations Plan. Transportation and lodging deductions must be accompanied by copies of supporting receipts documenting proof of payment.
- M. Resource Damage and Injury Reporting:** The permittee shall notify the Authorized Officer of any incident that occurs while involved in activities authorized by this permit, which result in death, personal injury requiring hospitalization or emergency evacuation, or in property damage greater than \$2,500 (lesser amounts if established by State law). Reports should be submitted within 24 hours.
- N. Insurance:** If required by the Authorized Officer, the permittee shall carry general liability insurance against claims occasioned by the action or omissions of the holder, its agents, employees, volunteers, and contractors in carrying out activities and operations under this permit. The policy shall name the "Bureau of Land Management – DOI" as additional insured. Permittee agrees to have on file with the BLM copies of the above insurance with the proper endorsements.
- O. Fee Payment:** The permittee must pay the required fees before the BLM will authorize your use. For installment payments when more than \$1,000 is owed, the permittee must submit a BLM promissory note, which must be signed by the Authorized Officer. For multi-year permits, final payments may be adjusted based on post-use reports. For multi-year commercial permits, excess payments will be applied toward the following years or seasons estimated fee. For permits other than multi-year commercial permits, the BLM will give the permittee the option whether to receive refunds or credit overpayments to future permits, less processing costs.
- P. Equal Opportunity and Nondiscrimination**  
The permittee, its employees, and affiliates shall not discriminate against any person on the basis of race, color, sex, national origin, age, or disability or by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally. In addition, the holder and its employees shall comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments Act of 1972, as amended, and the Age Discrimination Act of 1975, as amended.





February 8, 2023

City of Salida  
448 East First Street  
Salida, CO 81201

Dear Salida City Council,

Monarch Race Team , Team Monarch, a 501 (c) 3 organization is hosting a fund-raising Movie Night at the A Church and is requesting approval of a Special Event Liquor License. The ski movie is being provided by FACTION. The event is open to the public.

Location: A Church, 419 D Street, Salida, CO 81201

Date: February 23, 2023

Time: 6:00 – 8:00 PM

Attached:

- Application
- Certificate of Good Standing
- Diagram of area to be licensed – A Church
- Written permission for use of premises
- Check to City of Salida

Sincerely,

A handwritten signature in black ink, appearing to read "Drew Middlemiss", written over a horizontal line.

Drew Middlemiss  
Team Monarch, Secretary

# APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

Item 5.

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

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

<b>LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:</b>	<b>DO NOT WRITE IN THIS SPACE</b>
2110 <input checked="" type="checkbox"/> MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY	LIQUOR PERMIT NUMBER
2170 <input type="checkbox"/> FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY	

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE <b>TEAM MONARCH - MONARCH RACE TEAM</b>	State Sales Tax Number (Required) <b>84-1476473</b>
---	--

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP) <b>PO BOX 507 Poncha Springs CO 81242</b>	3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP) <b>419 D STREET SARISA CO 81201</b>
--	--

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE <b>Andrew Middlemiss</b>			
5. EVENT MANAGER <b>Emily Dorman</b>			

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAYS?	7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM?
---	--

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

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

Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	
<b>02-23-23</b>																
		<b>6</b>	<b>8</b>													

**OATH OF APPLICANT**

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

SIGNATURE 	TITLE <b>Secretary</b>	DATE <b>2/8/2023</b>
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**REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)**

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

**THEREFORE, THIS APPLICATION IS APPROVED.**

LOCAL LICENSING AUTHORITY (CITY OR COUNTY)	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK
SIGNATURE	TITLE	DATE

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

LIABILITY INFORMATION			
License Account Number	Liability Date	State	TOTAL
		-750 (999)	\$ .

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

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

MONARCH RACE TEAM

is a

Nonprofit Corporation

formed or registered on 10/13/1998 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19981183612 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/06/2023 that have been posted, and by documents delivered to this office electronically through 02/08/2023 @ 09:01:46 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/08/2023 @ 09:01:46 in accordance with applicable law. This certificate is assigned Confirmation Number 14681888 .



Secretary of State of the State of Colorado

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

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

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Item 5.

Date: **SEP 24 2014**

MONARCH RACE TEAM  
834 H ST  
SALIDA, CO 81201

Employer Identification Number:  
84-1476473  
DLN:  
17053141363004  
Contact Person:  
CUSTOMER SERVICE ID# 31954  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
August 31  
Public Charity Status:  
509(a)(2)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
January 15, 2012  
Contribution Deductibility:  
Yes  
Addendum Applies:  
Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,



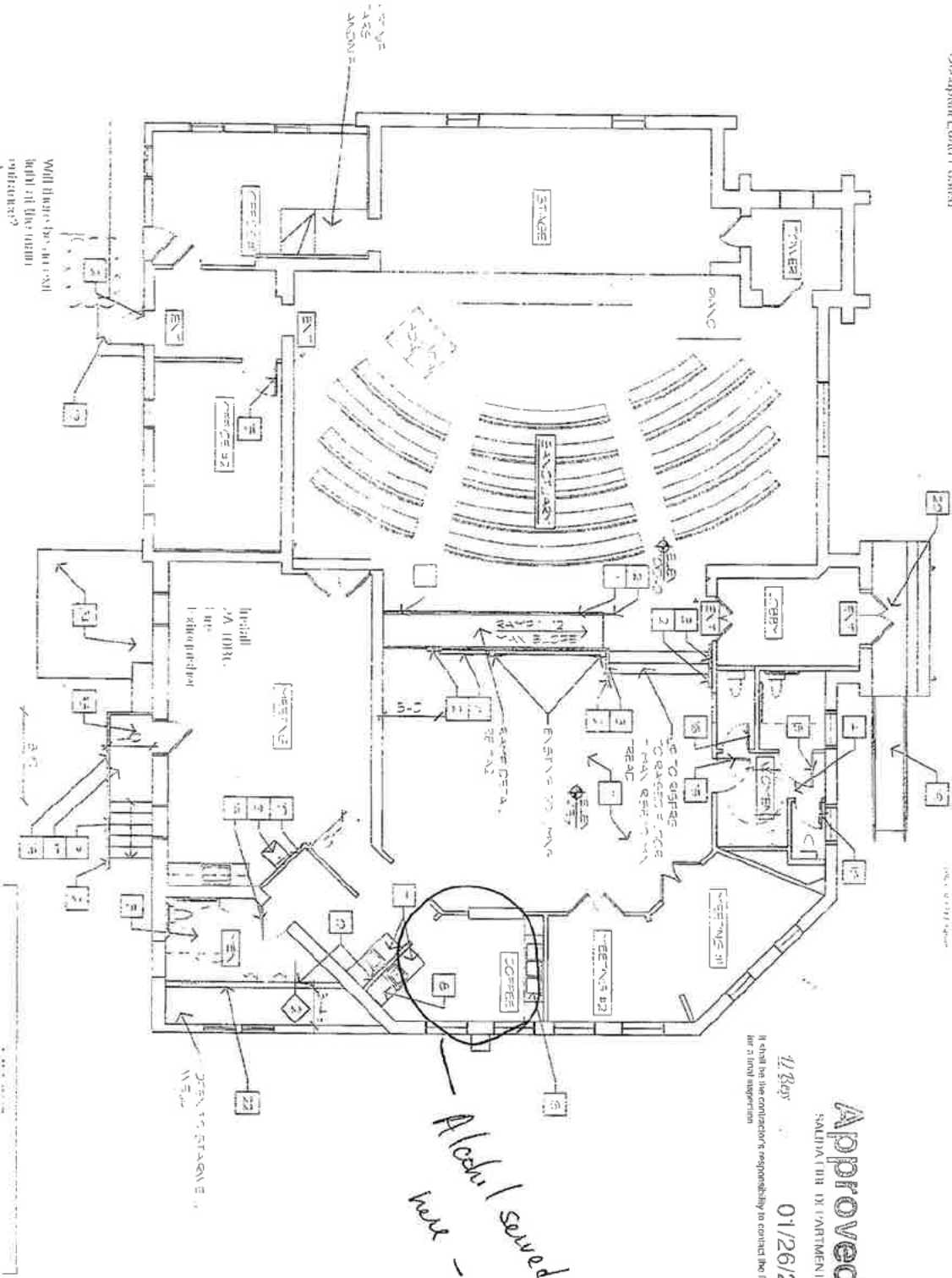
Director, Exempt Organizations

Letter 947

Occupant Load Posted

Address number posted minimum 6" w/contrasting background

Purchase and install Knox Box. Provide necessary keys to gain entrance. See the Knox Box Manual for more information.



**Approved**  
 SALVADORI DEPARTMENT  
 1/28/18  
 01/26/2018  
 It shall be the contractor's responsibility to contact the fire department for a final inspection.

**Kathryn Wadsworth**

---

**To:** A Church Salida  
**Subject:** RE: A Church Availability

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**From:** A Church Salida <achurchsalida@gmail.com>  
**Sent:** Monday, February 6, 2023 9:05 PM  
**To:** Kathryn Wadsworth <kathryn@skimonarch.com>  
**Subject:** Re: A Church Availability

Good Evening,

Friends of Monarch ski team has A Church's permission to use the facility for their fundraising event February 23rd.

Please let me know if you need any additional info. I will be available all day tomorrow.

Have a good night,

Andrea Mossman  
pronouns she/her  
AVM Arts & Events  
Event Manager at A Church  
location Ute & Cheyenne Territories  
**719-221-1114~NEW PHONE NUMBER**



# CITY COUNCIL ACTION FORM

<b>DEPARTMENT</b> City Clerk	<b>PRESENTED BY</b> Erin Kelley - City Clerk	<b>DATE</b> February 21, 2023
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## **ITEM**

Baubles and Bottles LLC dba Riveting Experience Jewelry, Liquor License 03-11949

## **BACKGROUND**

Riveting Experience Jewelry has requested to change locations from 121 N F Street to 109 North F Street, Unit B. The Public Hearing notice was published timely but the unit for the new location was incorrect on the forms submitted. Riveting Experience Jewelry would like approval to move to 109 N F Street, Unit B.

## **FISCAL NOTE**

## **STAFF RECOMMENDATION**

Since the address was incorrect in the intital publication another notice had to be submitted to the paper indicating the second date for the Public Hearing.

## **SUGGESTED MOTION**

"I move to continue the Liquor License Public Hearing until March 7, 2023".



# CITY COUNCIL ACTION FORM

<b>DEPARTMENT</b> Public Works	<b>PRESENTED BY</b> David Lady - Public Works Director	<b>DATE</b> February 21, 2023
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## ITEM

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

## BACKGROUND

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

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

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

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





# CITY COUNCIL ACTION FORM

<b>DEPARTMENT</b> Public Works	<b>PRESENTED BY</b> David Lady - Public Works Director	<b>DATE</b> February 21, 2023
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## FISCAL NOTE

N/A

## PLANNING COMMISSION RECOMMENDATION

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

## STAFF RECOMMENDATION

Staff recommends approval of Ordinance No. 2023-03.

## SUGGESTED MOTION

A City Councilmember should make the motion to “approve Ordinance 2023-03 on second reading.”

### Attachments:

- Ordinance 2023-03
- Proof of Public Notice

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

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

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

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

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

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

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

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

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

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

**16-8-60. Stormwater management standards.**

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

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

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

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

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

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

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

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

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

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

16-8-70. Grading and erosion control.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Salida

\_\_\_\_\_  
Mayor Dan Shore

ATTEST:

\_\_\_\_\_  
City Clerk/Deputy City Clerk



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

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

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

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

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

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



# CITY COUNCIL ACTION FORM

<b>DEPARTMENT</b> Planning	<b>PRESENTED BY</b> Kristi Jefferson - Senior Planner	<b>DATE</b> February 21, 2023
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## ITEM

Resolution 2023-08: A resolution declaring the Groover Annexation is in substantial compliance with city ordinances and state statutes and setting a public hearing for April 04, 2023.

## BACKGROUND

The applicants, Dewey and Lorita Groover are requesting to annex their .65 acre property located at 7285 C.R.160 into the City. There is a single-family residence and detached garage located on the property.



When annexing a property, the City must follow adopted state laws which provide a framework and procedures to follow. Below is a brief summary of the steps and standards that need to be followed according to Colorado Revised Statutes.





# CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	February 21, 2023

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

## FISCAL NOTE

## STAFF RECOMMENDATION

Staff finds the proposed annexation in substantial compliance with city and state statutes and recommends Council adopt the proposed resolution setting a public hearing for April 04, 2023.

## SUGGESTED MOTION

A Council person should make a motion to “approve Resolution 2023-08 declaring the Groover Annexation is in substantial compliance with city ordinances and state statutes and setting a public hearing for April 04, 2023.”

Attachment: Resolution 2023-08  
Groover Annexation petition  
Groover Annexation plat

**CITY OF SALIDA, COLORADO  
RESOLUTION NO. 08  
SERIES OF 2023**

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

WHEREAS, on January 20, 2023, Dewey Groover III and Lorita Groover filed a General Development Application (the “Petition”) to commence proceedings to annex to the City of Salida (the “City”) a certain unincorporated tract of land comprised of .65 acre located at 7285 C.R. 160 in the County of Chaffee, State of Colorado (the “Property”), and being more particularly described on Exhibit A, attached hereto and incorporated herein by reference; and

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

WHEREAS, the Petition alleges as follows:

1. It is desirable and necessary that the territory described above be annexed to the City of Salida, Colorado.
2. The requirements of C.R.S. § 31-12-104, as amended, exist or have been met, including without limitation the following:
  - a. Not less than 1/6<sup>th</sup> of the perimeter of the area proposed to be annexed is contiguous with the City of Salida, Colorado.
  - b. A community of interest exists between the area proposed to be annexed and the City of Salida, Colorado.
  - c. The area proposed to be annexed is urban or will be urbanized in the near future.
  - d. The area proposed to be annexed is integrated with or is capable of being integrated with the City of Salida, Colorado.
3. The requirements of C.R.S. § 31-12-105, as amended, exist or have been met, including without limitation the following:

- a. In establishing the boundaries of the area proposed to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
  - i. has been divided into separate parts or parcels without the written consent of the landowner or landowners thereof.
  - ii. comprising twenty (20) acres or more (which together with buildings and improvements situated thereon having a valuation for assessment in excess of \$200,000.00 for ad valorem tax purposes for the year preceding the proposed annexation), has been included without the written consent of the landowners.
- b. No annexation proceedings have been commenced for the annexation to a municipality other than the City of Salida, Colorado, of all or part of the territory proposed to be annexed.
- c. The annexation proposed in the Petition will not result in the detachment of area from any school district and the attachment of the same area to another school district.
- d. The annexation proposed in the Petition will not have the effect of extending the municipal boundary of the City of Salida more than three (3) miles in any direction from any point on the current municipal boundary of the City in any one year; and

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

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

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

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

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

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

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

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

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

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

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

1. The City incorporates the foregoing recitals as findings by the City Council.
2. The Petition is in substantial compliance with the requirements of the Municipal Annexation Act of 1965, C.R.S. § 31-12-107(1), as amended.
3. The City Council of the City of Salida, Colorado, will hold a hearing upon the Petition for the purpose of determining and finding whether the area proposed to be annexed meets the applicable requirements of C.R.S. § 31-12-104, § 31-12-105, and SMC §§ 16-9-10 through 16-9-40, all as amended, and is considered eligible for annexation. The hearing shall be held on April 04, 2023 commencing at the hour of 6 p.m. in the City Council Chambers, 448 East First Street, Salida, Colorado.
4. Any person may appear at such hearing and present evidence upon any matter to be determined by the City Council of the City of Salida, Colorado.

RESOLVED, APPROVED AND ADOPTED this 21<sup>st</sup> day of February, 2023.



CITY OF SALIDA, COLORADO

\_\_\_\_\_  
Dan Shore, Mayor

[SEAL]  
ATTEST:

\_\_\_\_\_  
City Clerk/Deputy City Clerk

**EXHIBIT A**

A tract of land located in the Northwest ¼ of the Southeast ¼ of Section 31, Township 50 North, Range 9 East of the New Mexico Principal Meridian in Chaffee County, Colorado, described as follows:

Beginning at a point on the north boundary of the said Northwest ¼ Southeast ¼ of Section 31, said point being marked, as are each of the tract corners, by a 5/8-inch rebar with a 1 ½-inch aluminum cap stamped "LS 36575";

Thence North 89°18'11" West along said north boundary 150.04 feet to a rebar and cap as described above;

Thence South 00°13'23" West 197.94 feet to a point on the north boundary of Chaffee County Road No. 160, said point being marked by a rebar and cap as described above;

Thence North 83°28'47" East along said northerly county road boundary, 151.11 feet to a rebar and cap as described above;

Thence North 00°12'51" East 178.94 feet to the point of beginning.

Containing 0.65 Acre, more or less.

Also known by the following address:

7285 County Road 160, Salida, CO 81201

And assessor's schedule or parcel number: 368131400001



# GENERAL DEVELOPMENT APPLICATION

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

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

- Annexation
- Pre-Annexation Agreement
- Appeal Application (Interpretation)
- Certificate of Approval
- Creative Sign Permit
- Historic Landmark/District
- License to Encroach
- Text Amendment to Land Use Code
- Watershed Protection Permit
- Conditional Use
- Administrative Review:  
(Type) \_\_\_\_\_
- Limited Impact Review:  
(Type) \_\_\_\_\_
- Major Impact Review:  
(Type) R-2 ZONING
- Other: \_\_\_\_\_

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

**A. Applicant Information**

Name of Applicant: Dewey G. Groover III and Lorita R. Groover

Mailing Address: 7285 County Road 160, Salida, CO 81201  
*Home (Priority)*

Telephone Number: 719-539-2114 *Dewey's Cell = 719-207-3725* FAX: \_\_\_\_\_

Email Address: dewabbylor@outlook.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)

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**B. Site Data**

Name of Development: Groover Annexation

Street Address: 7285 County Road 160  
see Groover Annexation Plat

Legal Description: Lot \_\_\_\_\_ Block \_\_\_\_\_ Subdivision \_\_\_\_\_ (attach description)

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

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

Signature of applicant/agent \_\_\_\_\_ Date Nov. 18, 2022  
Lorita R. Groover

Signature of property owner \_\_\_\_\_ Date Nov. 18, 2022  
Lorita R. Groover

November 18, 2022

Dear Kristi Jefferson, City of Salida, Senior Planner:

We are Lorita R. Groover and Dewey G. Groover III and are the owners of property located at 7285 County Road 160, Salida, CO 81201.

We are requesting annexation of our property into the City of Salida. We are requesting this annexation to have a zoning classification of Medium Density Residential (R-2).

Thank you for your consideration,

*Lorita R. Groover*  
Lorita R. Groover

*Dewey G. Groover III*  
Dewey G. Groover III



## ANNEXATION APPLICATION

448 East First Street, Suite 112

Salida, CO 81201

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

Email: [planning@cityofsalida.com](mailto:planning@cityofsalida.com)

Item 8.

### 1. PROCEDURE (City Code Section 16-9-20)

#### A. Development Process

1. Pre-Application Conference. Optional.
2. Submit Application.
3. Staff Review for Completeness.
4. Resolution to Accept Application to City Council
5. Establish Public Hearing Date before Council per Colorado Municipal Annexation Act of 1965.
6. Staff Evaluation of Application and Annexation Agreement (if applicable)
7. Establish Public Hearing Date Before the Planning Commission.
8. Public Notice Provided For Hearings.
9. Public Hearing Conducted by Commission.
10. Annexation Ordinance to City Council for 1<sup>st</sup> and 2<sup>nd</sup> Reading.

### 2. APPLICATION CONTENTS (City Code Section 16-9-40)

#### 1. General Development Application

#### 2. Annexation Petition

3. **Annexation Map.** The preferred scale of the map is one (1) inch equals one hundred (100) feet; the minimum allowable scale is one (1) inch equals two hundred (200) feet. Sheet size shall be twenty-four (24) inches by thirty-six (36) inches. If it is necessary to draw the map on more than one (1) sheet, a sheet index shall be placed on the first sheet. The annexation map shall contain the following:
  - a. Annexation Name
  - b. Legal description. Legal description of the perimeter
  - c. Names and addresses. Names and addresses of the owners, subdivider, land planner and land surveyor registered in the State.
  - d. Scale
  - e. North arrow
  - f. Date. The date the map was prepared.
  - g. Boundary lines and dimensions. Boundary lines of the proposed annexation. Distinction of the boundary that is contiguous to the City and the length of the same boundary on the map, including required showing of contiguity in feet.
  - h. Platted lots. Lot and block numbers if the area is already platted.
  - i. Improvements and easements. The location and dimensions of all existing and proposed streets, alleys, easements, ditches and utilities within or adjacent to the proposed annexation.
  - j. Vicinity map. The vicinity map shall show the location of the proposed annexation, in relation to the City.
  - k. Acreage. Total acreage to be annexed.
  - l. Certificates. Certificates required to appear on the final annexation plat are described in Section 16-9-40 of the Land Use Code.
4. **Digital Copy.** A digital copy of the plat compatible with the City GIS shall be submitted.
5. **Application Fee** \$3,000 cash or check made out to City of Salida (\$1,000 application fee + \$2,000 retainer for attorney's fees)

**7. Public Notice.**

- a) 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 proof of posting the public notice.

**8. Petition for Exclusion from the South Arkansas Fire Protection District (optional)**

**9. Notarized Special Fee and Cost Reimbursement Agreement completed**



**ANNEXATION PETITION****TO THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, GREETINGS:**

The undersigned hereby petition(s) the City of Salida to annex to the City of Salida the territory shown on the map(s) attached hereto and described on the attachment hereto:

This Petition is signed by the landowners qualified to sign. It is intended that this Petition be a one hundred percent (100%) petition for annexation as described in C. R. S. 1973, Section 31-12-107(l)(g), (as amended).

In support of this petition, the undersigned state(s) and allege(s) as follows, to wit:

1. That it is desirable and necessary that the above-described territory be annexed to the City of Salida.
2. That petitioners are landowners of one hundred percent (100%) of the territory, excluding streets and alleys, herein proposed for annexation to the City of Salida.
3. That no less than one-sixth of the aggregate external boundaries of the above-described territory hereby petitioned to the City of Salida is contiguous to the City limits of the City of Salida.
4. Accompanying this petition are two mylars and twenty copies of the annexation map.
5. That a community of interest exists between the above-described territory and the City of Salida, and that the same is urban, or will be urbanized in the near future, and further that the said territory is integrated or is capable of being integrated in the City of Salida.
6. That the above-described territory does not include any area which is the same or substantially the same area in which an election for an annexation to the City of Salida, was held within the twelve months preceding the filing of this petition.
7. That the above-described territory does not include any area included in another annexation proceeding involving city other than the City of Salida.
8. That the above-described territory is not presently a part of any incorporated city, city and county, or town.
9. That the above area described will (not) result in the detachment of the area from any school district and the attachment of the same to another school district.

## ANNEXATION PETITION

**"INSERT A"**

(Description of territory proposed for annexation)

A tract of land located in the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 31, Township 50 North, Range 9 East of the New Mexico Principal Meridian in Chaffee County, Colorado, described as follows:

Beginning at a point on the north boundary of the said Northwest  $\frac{1}{4}$  Southeast  $\frac{1}{4}$  of Section 31, said point being marked, as are each of the tract corners, by a  $\frac{5}{8}$ -inch rebar with a  $1\frac{1}{2}$ -inch aluminum cap stamped "LS 36575";

Thence north  $89^{\circ}18'11''$  West along said north boundary 150.04 feet to a rebar and cap as described above;

Thence south  $00^{\circ}13'23''$  West 197.94 feet to a point on the north boundary of Chaffee County Road No. 160, said point being marked by a rebar and cap as described above;

Thence North  $83^{\circ}28'47''$  East along said northerly county road boundary, 151.11 feet to a rebar and cap as described above;

Thence North  $00^{\circ}12'51''$  East 178.94 feet to the point of beginning.

Containing 0.65 Acre, more or less.

Also known by the following addresses:

7285 County Road 160, Salida, CO 81201

And assessor's schedule or parcel number: 368131400001

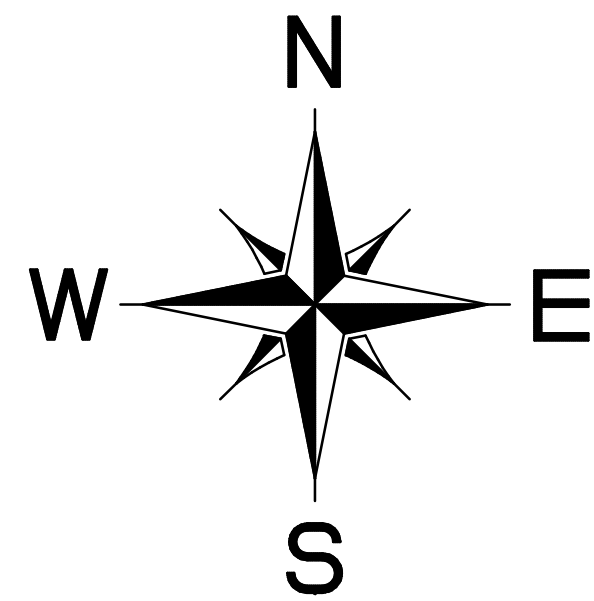
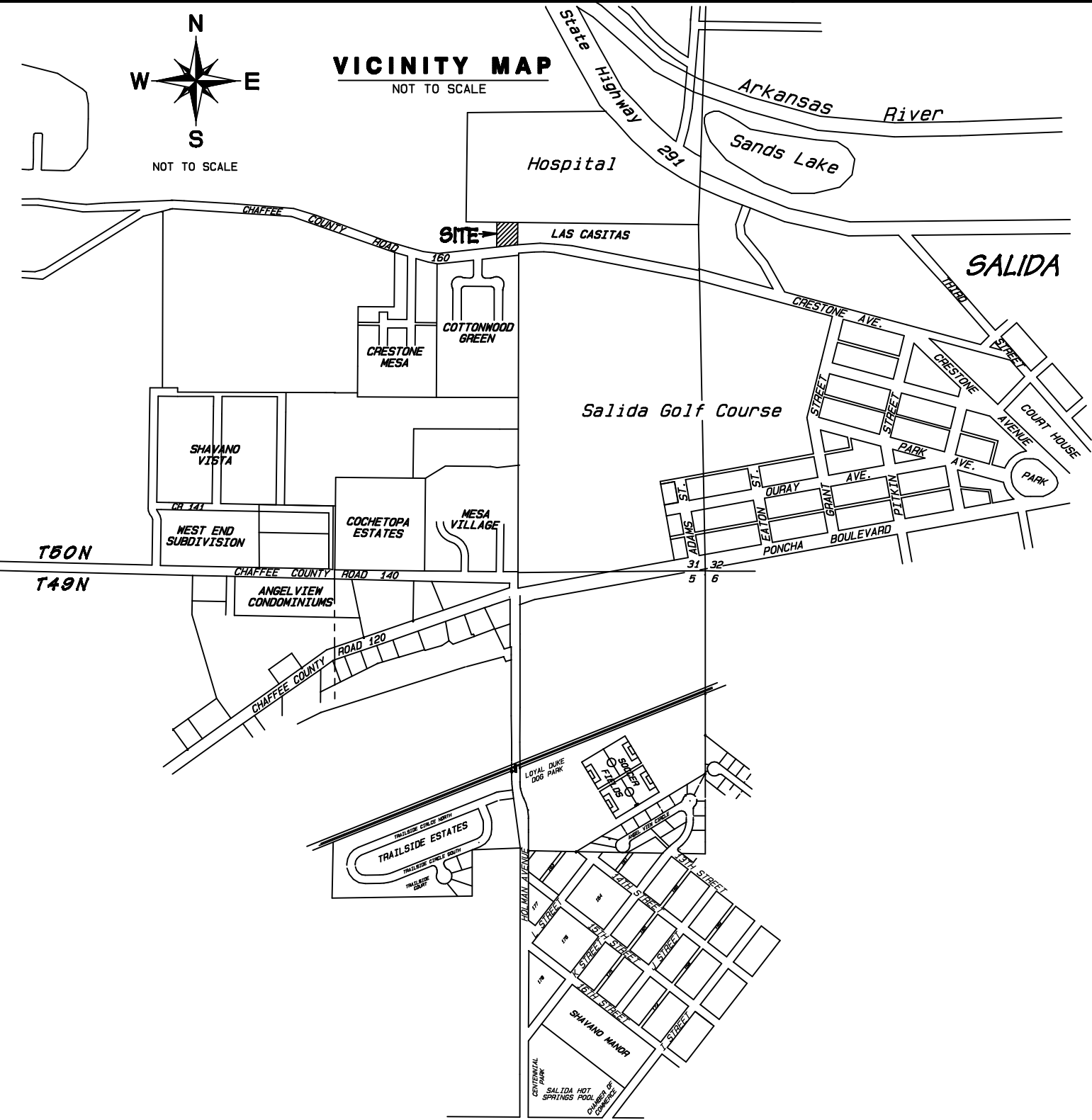
### ANNEXATION PETITION

This Section must be filled out if there are multiple properties/property owners petitioning annexation.

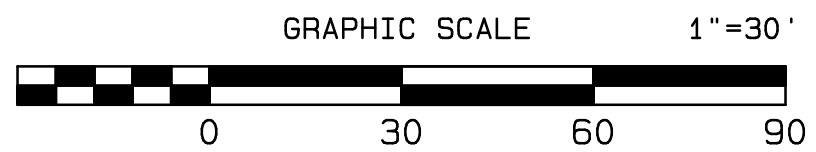
Signature of Petitioners Requesting Annexation to the City of Salida, Colorado	Date of Signature of Each Petitioner	Mailing Address of each Petitioner	Description of Property Included the Area Proposed for Annexation Owned by Each person Signing this Petition. (Attach separate sheet, if necessary)
<i>Dewey George Groves III</i>	<i>11-18-2022</i>		
<i>Lorita R. Groover</i>	<i>11-18-2022</i>		

# GROOVER ANNEXATION PLAT

FOR A TRACT LOCATED IN THE  
NW 1/4 SE 1/4 OF SECTION 31, T 50 N, R 9 E, N.M.P.M.  
CHAFFEE COUNTY, COLORADO

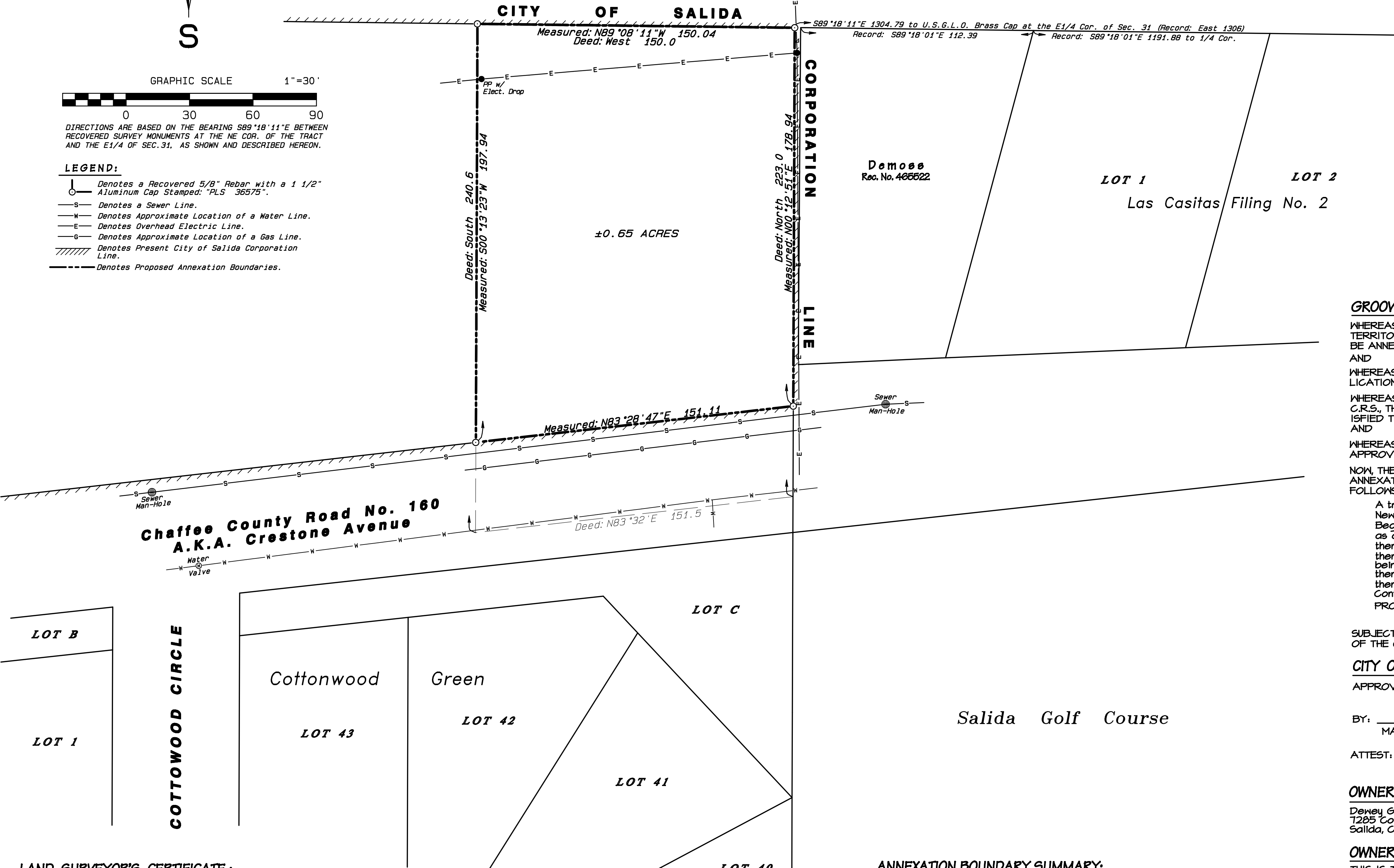


Heart of the Rockies Medical Campus



DIRECTIONS ARE BASED ON THE BEARING S89°18'11\"/>

- LEGEND:**  
- Denotes a Recovered 5/8\"/>



### GROOVER ANNEXATION TO THE CITY OF SALIDA CERTIFICATION:

WHEREAS THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, HAS BEEN PRESENTED WITH AN APPLICATION TO ANNEX THE TERRITORY DESCRIBED HEREIN BY DEWEY G. GROOVER III AND LORITA R. GROOVER, THE OWNERS OF 100% OF THE AREA TO BE ANNEXED;  
AND  
WHEREAS, THE CITY COUNCIL BY RESOLUTION ADOPTED \_\_\_\_\_, 202\_\_\_\_, DETERMINED THAT THE ANNEXATION APPLICATION SUBSTANTIALLY COMPLIED WITH THE REQUIREMENTS OF SECTION 38-12-107(I), C.R.S. AND  
WHEREAS, AFTER PUBLISHED NOTICE AND PUBLIC HEARING ON \_\_\_\_\_, 202\_\_\_\_, AS REQUIRED BY SECTION 31-12-108, C.R.S., THE CITY COUNCIL ADOPTED RESOLUTION NUMBER \_\_\_\_\_ (SERIES OF 202\_\_\_\_), DETERMINING THAT THE ANNEXATION SATISFIED THE REQUIREMENTS OF SECTION 31-12-104 AND 105, C.R.S., AND THAT AN ANNEXATION ELECTION WAS NOT REQUIRED;  
AND  
WHEREAS, ON \_\_\_\_\_, 202\_\_\_\_, THE CITY COUNCIL ADOPTED ORDINANCE NUMBER \_\_\_\_\_ (SERIES OF 202\_\_\_\_), APPROVING AND ANNEXING THE GROOVER ANNEXATION TO THE CITY OF SALIDA.  
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO DOES HEREBY APPROVE AND ACCEPT THE GROOVER ANNEXATION DESCRIBED HEREIN; TO WIT, THE TERRITORY COMPRISING 0.65 ACRES, MORE OR LESS, AND BEING DESCRIBED AS FOLLOWS:

A tract of land located in the Northwest 1/4 of the Southeast 1/4 of Section 31, Township 50 North, Range 9 East of the New Mexico Principal Meridian in Chaffee County, Colorado, described as follows:  
Beginning at a point on the north boundary of the said Northwest 1/4 Southeast 1/4 of Section 31, said point being marked, as are each of the tract corners, by a 5/8-inch rebar with a 1 1/2-inch aluminum cap stamped "LS 36575";  
thence North 89°18'11\"/>

SUBJECT TO THE TERMS AND CONDITIONS OF THE ANNEXATION AGREEMENT RECORDED AT RECEPTION NO. \_\_\_\_\_ OF THE CHAFFEE COUNTY RECORDS.

### CITY OF SALIDA APPROVAL:

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_\_\_.

BY: \_\_\_\_\_  
MAYOR OF THE CITY OF SALIDA

ATTEST: \_\_\_\_\_  
CITY CLERK

**OWNERS:**  
Dewey G. Groover, III and Lorita R. Groover  
1205 County Road 160  
Salida, CO. 81201

**OWNERS CERTIFICATE:**  
THIS IS TO CERTIFY THAT THE UNDERSIGNED, BEING THE OWNERS OF 100% OF THE PROPERTY DESCRIBED AND SHOWN HEREON DESIRE AND APPROVE OF THE ANNEXATION OF SAID PROPERTY TO THE CITY OF SALIDA.

Dewey G. Groover, III \_\_\_\_\_ Lorita R. Groover \_\_\_\_\_

STATE OF COLORADO } 55  
COUNTY OF CHAFFEE }  
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_\_\_.  
WITNESS MY HAND AND OFFICIAL SEAL  
MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

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

**GENERAL LAND SURVEYOR'S NOTES:**  
1) DEED REFERS TO WARRANTY DEED RECORDED AT RECEPTION NO. 406054 OF THE CHAFFEE COUNTY RECORDS.  
2) DEED LINES ARE BASED ON THE LOCATIONS OF THE RECOVERED REBAR SURVEY MONUMENTS SHOWN AND DESCRIBED ON THIS PLAT.  
3) ANNEXATION DESCRIPTION PREPARED BY MICHAEL K. HENDERSON, 203 G STREET, SALIDA, CO 81201, AND IS BASED ON THE LOCATIONS OF THE DEED LINES DESCRIBED IN NOTE 2.  
4) ALL DISTANCES ARE U.S. SURVEY FEET.

MICHAEL K. HENDERSON  
REG. L. S. NO. 16117  
STATE OF COLORADO

**ANNEXATION BOUNDARY SUMMARY:**  
PERIMETER OF LAND TO BE ANNEXED ..... 678.03 feet  
ADJOINING PRESENT CORPORATION LINE ..... 480.01 feet  
REQUIRED ADJOINING 1/6TH ..... 113.00 feet

**CITY OF SALIDA CLERK'S CERTIFICATE:**  
I HEREBY CERTIFY THAT THIS EXECUTED ANNEXATION MAP, ALONG WITH THE ORIGINAL ANNEXATION ORDINANCE FOR THE GROOVER ANNEXATION WAS ACCEPTED FOR FILING IN MY OFFICE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_\_\_.

\_\_\_\_\_  
CITY CLERK

**CHAFFEE COUNTY CLERK & RECORDER'S CERTIFICATE:**  
I HEREBY CERTIFY THAT A CERTIFIED COPY OF THIS ANNEXATION MAP AND A CERTIFIED COPY OF THE ANNEXATION ORDINANCE FOR THE GROOVER ANNEXATION TO THE CITY OF SALIDA, CHAFFEE COUNTY, COLORADO, WERE ACCEPTED AND FILED IN MY OFFICE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, UNDER RECEPTION NUMBER(S) \_\_\_\_\_.

CHAFFEE COUNTY CLERK AND RECORDER

<b>GROOVER ANNEXATION PLAT</b> for a Tract in the NW 1/4 SE 1/4 OF SECTION 31, T 50 N, R 9 E, N.M.P.M. CHAFFEE COUNTY COLORADO	
Job Number: J-22-175 DESIGNED: B.S.H. DRAWN BY: THOD CAD CHECKED: M.K.H. Field Book: S344 Page 10; TSC3 6P5	<b>HENDERSON LAND SURVEYING CO., INC.</b> 203 G STREET SALIDA, COLORADO DATE: 10/12/22 DRAWING NO. L-22-68

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

<b>DEPARTMENT</b> Planning	<b>PRESENTED BY</b> Bill Almquist - Community Development Director	<b>DATE</b> February 21, 2023
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**ITEM**

Resolution No. 2023-10 Approving the Subdivision Improvements and Inclusionary Housing Agreement for the Salida Crossings Planned Development and Major Subdivision.

**BACKGROUND:**

The Salida Crossings Planned Development and Major Subdivision was approved by the City Council with the adoption of Ordinance 2022-25 and Resolution 2022-62 on December 20, 2022. Salida Crossings is a 22-lot, 92-unit residential project on 3.15 acres that was approved by major impact reviews. As part of the negotiations, the applicants agreed that they will build at least twenty-four (24) permanently deed-restricted affordable housing units within the development.

**Vicinity Map**



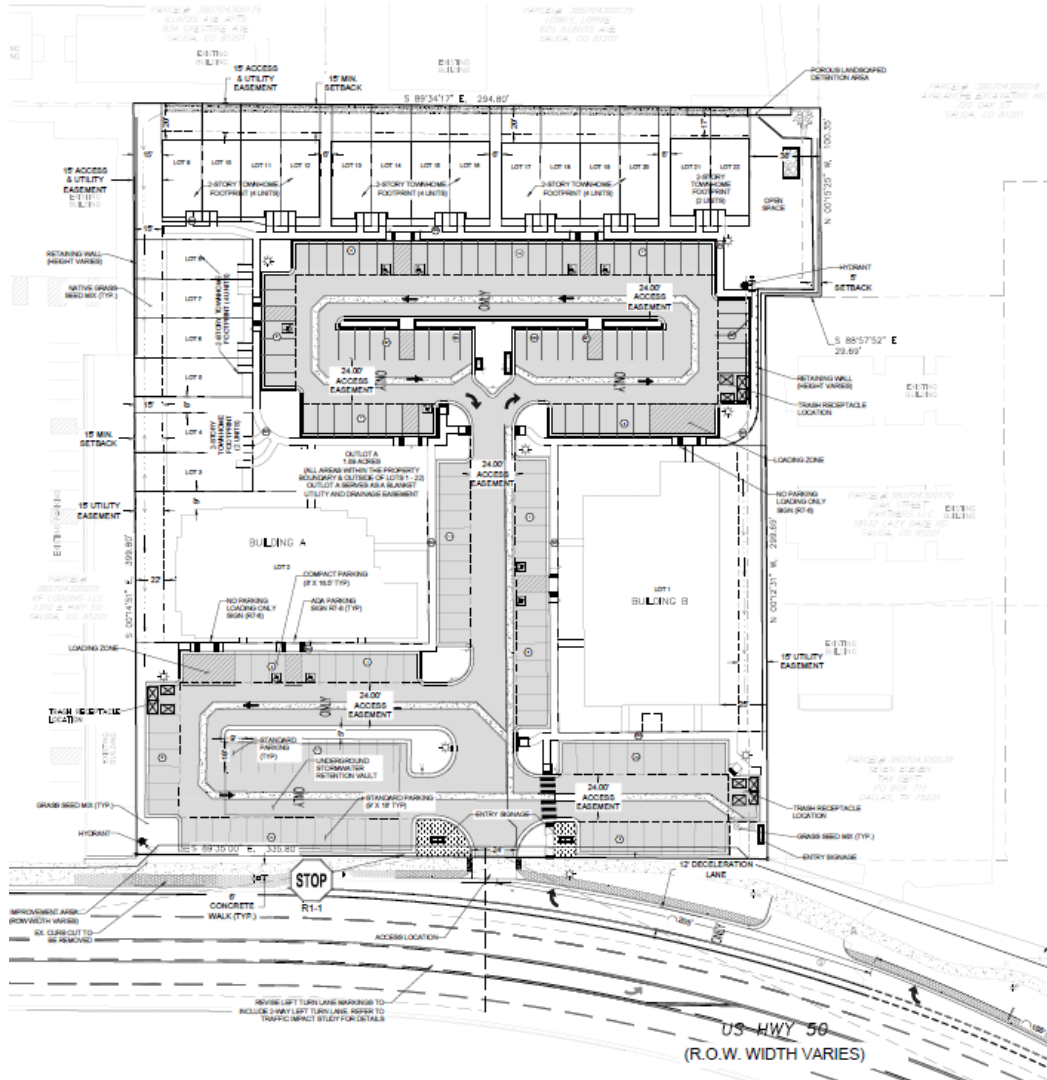




# CITY COUNCIL ACTION FORM

<b>DEPARTMENT</b> Planning	<b>PRESENTED BY</b> Bill Almquist - Community Development Director	<b>DATE</b> February 21, 2023
-------------------------------	---	----------------------------------

## Site Plan



### DISCUSSION:

The attached agreement addresses the financial guarantees for the construction of public improvements for the project, fees required as part of previous improvements completed by the City, potential future cost reimbursements, as well as the particulars for implementing the City's inclusionary housing requirements. The particulars of these two main sections of the Salida Crossings Planned Development and Major Subdivision agreement are described below:





# CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Bill Almquist - Community Development Director	February 21, 2023

### **SUBDIVISION IMPROVEMENTS AGREEMENT:**

Section 16-2-60 of the Salida Municipal Code (SMC) requires a subdivision improvements agreement for subdivisions. Section 5 of the agreement sets the standard for the developer to put in place a financial guarantee in place for the public improvements which the City can utilize to complete the project in case of default by the developer. The amount of the financial guarantee generally must be 125% of the estimated cost; for Salida Crossings the amount is \$647,161.25. A letter of credit or warranty bond for this amount will be required prior to recording of any documents. Final civil sets, to be approved by staff, will also be required prior to recording of the SIA, the development plan, and the subdivision plat. This portion of the agreement also describes the construction and approval process; and the warranty timeline between approvals and when the City takes ownership and maintenance of the public facilities. Section 6 defines the projected construction schedule.

### **INCLUSIONARY HOUSING:**

Article XIII of Chapter 16 of the Salida Municipal Code went into effect in November of 2018 with the adoption of Ordinance 2018-14. During the PD Amendment process, the applicant offered to provide a minimum of twenty-four (24) Inclusionary Housing units, based upon the proposed total of 92 units (26%), which was provided as a condition of approval (among others) for the project. The code requires the final agreement for how a developer will meet the requirements to be by agreement between the City and Developer. Section 7 specifically defines how the inclusionary housing responsibilities will be met.

### **STAFF RECOMMENDATION:**

Staff recommends approval of the Subdivision Improvements and Inclusionary Housing Agreement for the Salida Crossings Planned Development and Major Subdivision.

### **SUGGESTED MOTION:**

A council person should make the motion "I move to approve Resolution 2023-10 to approve the proposed subdivision improvements and inclusionary housing agreement for the Salida Crossings Planned Development and Major Subdivision."

### **Attachments:**

- Resolution 2023-10



# CITY COUNCIL ACTION FORM

<b>DEPARTMENT</b>	<b>PRESENTED BY</b>	<b>DATE</b>
Planning	Bill Almquist - Community Development Director	February 21, 2023

- Subdivision Improvements and Inclusionary Housing Agreement for the Salida Crossings Planned Development and Major Subdivision
  - Ordinance 2022-25 Approving the Salida Crossings PD
  - Resolution 2022-62 Approving the Salida Crossings Major Subdivision
-

**CITY OF SALIDA, COLORADO  
RESOLUTION NO. 10  
(Series 2023)**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO  
APPROVING THE SUBDIVISION IMPROVEMENTS AND INCLUSIONARY  
HOUSING AGREEMENT FOR THE SALIDA CROSSINGS PLANNED  
DEVELOPMENT AND MAJOR SUBDIVISION**

**WHEREAS**, the property owner, BV Investments, LLC (Represented by Besnik Loucios, “Developer”) is the owner of the Salida Crossing Planned Development/Major Subdivision; and

**WHEREAS**, on December 20, 2022 the City Council approved Ordinance 2022-25 the Salida Crossings PD and Resolution 2022-62 for the Salida Crossings Major Subdivision which consists of twenty-two (22) lots and 92 units on the 3.15 acres (“Property”); and

**WHEREAS**, pursuant to Sections 16-2-60 of the Salida Municipal Code (“Land Use Code”) and the conditions set forth in Ordinance 2022-25 and Resolution 2022-62, the City and the Developer wish to enter into a Subdivision Improvements Agreement to set forth their understanding concerning the terms and conditions for the construction of the development’s public improvements and other improvements; and

**WHEREAS**, pursuant to Section 16-13-20(g) of the Land Use Code, certain residential developments must enter into an Inclusionary Housing Agreement with the City Council; and

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

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

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

The Subdivision Improvements and Inclusionary Housing Agreement for the Salida Crossings Planned Development and Major Subdivision, attached hereto and incorporated herein as “Exhibit A” is hereby approved.

**RESOLVED, APPROVED AND ADOPTED on this 21<sup>st</sup> day of February, 2023.**

CITY OF SALIDA, COLORADO

\_\_\_\_\_  
Mayor Dan Shore

(SEAL)  
ATTEST:

\_\_\_\_\_  
City Clerk/Deputy City Clerk

**Exhibit A**  
**Subdivision Improvements and Inclusionary Housing Agreement**

**SUBDIVISION IMPROVEMENTS AND INCLUSIONARY HOUSING AGREEMENT  
(Salida Crossings Planned Development & Major Subdivision)**

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF SALIDA, COLORADO, a Colorado statutory city (“City”), and BV INVESTMENTS, LLC, a Texas limited liability company, (“Developer”) (each a “Party” and together the “Parties”).

**Section 1 - Recitals**

- 1.1 The Developer contends that it is the fee title owner of certain lands known as the Salida Crossings Planned Development and Major Subdivision (the “Project”), and more particularly described on attached **Exhibit A**, which is incorporated herein by this reference (the “Property”). The Property is located within the boundaries of the City.
- 1.2 The Developer received Planned Development overlay approval for a mixed-use commercial, apartment/condominium, and townhomes project on a 3.15 acre site zoned C-1 Commercial on December 20, 2022 when the City Council adopted Ordinance 2022-25 on second reading.
- 1.3 The above ordinance repealed and replaced Ordinance 2018-04 which was adopted by City Council on March 23, 2018 and which was eventually approved by Salida voters via a ballot on September 25, 2018 and certified on October 16, 2018. The ordinance went to the voters as a result of a valid petition asking for the ordinance to be decided upon by the electorate.
- 1.4 The Developer also received major subdivision approval for 22 lots, a private drive and common outlot on December 20, 2022 when City Council adopted Resolution 2022-62.
- 1.5 The development plan for the Planned Development was recorded on \_\_\_\_\_ at the reception number \_\_\_\_\_ of the Chaffee County Recorder’s Office.
- 1.6 The final subdivision plat was recorded on \_\_\_\_\_ at the reception number \_\_\_\_\_ of the Chaffee County Recorder’s Office.
- 1.7 Section 16-2-60 of the Salida Municipal Code requires that the applicants enter into a subdivision improvements agreement with the City. Pursuant to Section 16-13-20 (g) of the Land Use Code, residential developments must also enter into an inclusionary housing development agreement with the City Council, which may be part of a development improvements or subdivision improvements agreement. The agreement shall address the total number of units; the number of affordable units provided; standards for parking, density and other development standards for projects meeting the requirements; design

standards for the affordable units; and any restrictive covenants necessary to carry out the purposes of the inclusionary housing requirements.

- 1.8 Pursuant to Section 16-2-60 of the Land Use Code, the City and the Developer wish to enter into this Agreement to set forth their understanding concerning requirements of the Project including fees; provision of affordable housing, and on-site public improvements to be constructed and installed on the Property in association with the Developer's activities under any building permit issued under the Permit Application, if approved ("Building Permit").
- 1.9 The City wishes to advance development within municipal boundaries in accordance with the City of Salida Comprehensive Plan adopted April 16, 2013, as it may be amended.
- 1.10 The City has determined that this Agreement is consistent with the City of Salida 2013 Comprehensive Plan and all applicable City Ordinances and regulations.
- 1.11 The City and the Developer acknowledge that the terms and conditions hereinafter set forth are reasonable, within the authority of each to perform, and consistent with the City of Salida Comprehensive Plan.

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

### **Section 2 – Definitions**

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

- 2.1 "Agreement" means this Subdivision Improvements and Inclusionary Housing Agreement. The Recitals in Section 1 above are fully incorporated into this Agreement and made a part hereof by this reference.
- 2.2 "Affordable Housing" means units that are deed restricted to be rented or sold to households earning no more than the varying percentages of the Area Median Income for Chaffee County as specified within Section 7 of this document and Section 16-13-20 of the Salida Land Use Code.
- 2.3 "Building Permit" means any building permit issued under the Permit Application, if approved.
- 2.4 "City" means the City of Salida, a Colorado statutory City.
- 2.5 "City Administrator" means the City Administrator of the City of Salida, and the City Administrator's designee.
- 2.6 "City Code" means the City of Salida Municipal Code.



- 2.7 “City Council” means the City Council of the City of Salida, Colorado.
- 2.8 “Dark Sky-Compliant” means lighting in compliance with Section 16-8-100 of the Land Use Code and intended to protect the night sky from nuisance glare and stray light from poorly aimed, poorly placed, poorly maintained, or poorly shielded light sources.
- 2.9 “Developer” means BV Investments, LLC, the owner of the Property, and shall include any successor(s)-in-interest, assigns and/or any subsequent owners of the Property who shall be obligated under the covenants and terms of this Agreement.
- 2.10 “Development” means all work on the Property required to transform the Property into the Salida Crossings Planned Development and Major Subdivision approved by the City by means of Ordinance 2022-25 and Resolution 2022-62. The term “Development” includes, without limitation, the demolition of existing structures; grading; construction of new structures; and construction of improvements, including without limitation streets, signage, landscaping, drainage improvements, sidewalks, utilities, and other improvements. When the context so dictates, the verb “Develop” may be used in place of the noun “Development.”
- 2.11 “Drainage Plan” means the drainage system designed for the subdivision in accordance with Section 16-8-60 of the Land Use Code.
- 2.12 “Easement Lands” means all real property to be dedicated to the City hereunder in the form of easements.
- 2.13 “Effective Date” means the date on which City Council adopted a resolution approving the execution of this Agreement. On the Effective Date, this Agreement will become binding upon and enforceable by the City and the Developer.
- 2.14 “Force Majeure” means acts of God, fire, abnormal or adverse weather conditions not reasonably anticipated, explosion, riot, war, labor disputes, terrorism, any written or oral order, directive, interpretation or determination made by any governmental entity having jurisdiction or any other cause beyond the applicable Party’s reasonable control. A lack of money or inability to obtain financing does not constitute Force Majeure.
- 2.15 “Land Use Code” means the City’s Land Use and Development Code, Title 16 of the City Code.
- 2.16 “Native Vegetation” means “native plant” as defined in the Colorado Noxious Weed Act, C.R.S. § 35-5.5-103(15).
- 2.17 “Noxious Weed” takes the meaning given to that term in the Colorado Noxious Weed Act, C.R.S. § 35-5.5-103(16).
- 2.18 “Other Required Improvements Warranty Period” means a period of two years from the date that the City Engineer or the City Engineer’s designee, in accordance with the terms

and conditions of paragraph 5.9 below, approves the Required Improvements that are not Public Improvements, and certifies their compliance with approved specifications.

- 2.19 “Performance Guarantee” means cash, a letter of credit, a cash bond, a performance bond, or other security acceptable to the City Attorney to secure the Developer’s construction and installation of the Required Improvements, in an amount equal to 125% of the estimated cost of said Required Improvements.
- 2.20 “Permit Application” means the Developer’s full and complete application for a building permit for any residential and/or commercial units to be constructed on the Property. The Permit Application is on file in the office of the City Administrator and is fully incorporated herein and made a part hereof by this reference.
- 2.21 “Property” means the land that is known as the “Salida Crossings Planned Development and Major Subdivision” and described in attached **Exhibit A**.
- 2.22 “Public Improvements” means Required Improvements constructed and installed by the Developer and dedicated to the City in accordance with this Agreement, including without limitation water mains, water service lines, water laterals, fire hydrants, and other water distribution facilities; irrigation lines and facilities; wastewater collection mains, lines, laterals, and related improvements; drainage facilities in public rights-of-way; handicap ramp improvements; and required curbs, sidewalks, and street improvements. The Required Improvements that are also Public Improvements are identified on attached **Exhibit B**.
- 2.23 “Public Improvements Warranty Period” means a period of one year from the date that the City Engineer or City Engineer’s designee, in accordance with the terms and conditions of paragraph 5.9 below, approves the Public Improvements and certifies their compliance with approved specifications.
- 2.24 “Reimbursable Costs and Fees” means all fees and costs incurred by the City in connection with the City’s processing and review of the Development Plan, Subdivision Plat, Permit Application and the Building Permit; and the City’s drafting, review, and execution of this Agreement.
- 2.25 “Required Improvements” means the public and other improvements that the Developer is required to make to the Property in association with the Developer’s activities under the Permit Application and the Building Permit, including without limitation improvements for roads, signage, landscaping, drainage improvements, sidewalks, and utilities.
- 2.26 “Subdivision Plat” means the Salida Crossings Major Subdivision of the Property approved by Resolution No. 2022-62.

- 2.27 “Water Facilities” means the water main, service line, and all other appurtenances and necessary components of the water distribution system to be constructed by the Developer to extend City water service to the Property.

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

### **Section 3 – Purpose of Agreement and Binding Effect**

- 3.1 Salida Crossings Planned Development and Major Subdivision. The Salida Crossings Planned Development and Major Subdivision is a mixed-use project consisting of residential and commercial uses in conformance with specific requirements stated in Ordinance 2022-25 and Resolution 2022-62. The Developer intends to develop the project to include two mixed-use buildings containing 36 residential units each and a total of no more than 10,000 SF of commercial space, plus 20 townhomes. A minimum of 24 of the total 92 units shall be deed-restricted permanently per the requirements of Section 7 of this agreement.
- 3.2 Contractual Relationship. The purpose of this Agreement is to establish a contractual relationship between the City and the Developer with respect to the improvements the Developer is required to make to the Property in association with the Developer’s activities under the Permit Application and the Building Permit, and to establish terms and conditions for such improvements. The terms, conditions, and obligations described herein are contractual obligations of the Parties, and the Developer waives any objection to the enforcement of the terms of this Agreement as contractual obligations.
- 3.3 Binding Agreement. This Agreement benefits and is binding upon the City, the Developer, and the Developer’s successor(s). The Developer’s obligations under this Agreement constitute a covenant running with the Property.

### **Section 4 – Development of Property**

- 4.1 The City agrees to the Development of the Property, and the Developer agrees that it will Develop the Property, only in accordance with the terms and conditions of this Agreement and all requirements of the City Code; Ordinance 2022-25; Resolution 2022-62; and all other applicable laws and regulations, including without limitation all City Ordinances and regulations, all State statutes and regulations, and all Federal laws and regulations.
- 4.2 The approval of the planned development and major subdivision by the City Council on December 20<sup>th</sup>, 2022 constitutes approval of the site specific development plan and establishment of vested property rights for the project per Section 16-2-20 of the Code. An established vested property right precludes any zoning or land use action by the City or pursuant to an initiated measure which would alter, impair, prevent, diminish, impose a moratorium on development, or otherwise delay the development or use of the property as set forth in the approved site specific development plan.

## Section 5 – Terms and Conditions for Development of Property

- 5.1 Other Applicable Laws and Regulations. All terms and conditions imposed by this Agreement are in addition to and not in place of any and all requirements of the City Code as it may be amended, including without limitation the Land Use Code, and all other applicable laws and regulations, including all City Ordinances and regulations, all State statutes and regulations, and all Federal laws and regulations.
- 5.2 Submittals to and Approvals by City Administrator. Unless this Agreement specifically provides to the contrary, all submittals to the City in connection with this Agreement must be made to the City Administrator. In addition, unless this Agreement specifically provides to the contrary, the City Administrator and/or City Council must provide all approvals required of the City in connection with this Agreement.
- 5.3 Required Improvements. The Developer shall complete the construction and installation, at no cost to the City, of all public improvements required for the Development in compliance with Salida Municipal Code, the public improvements must be designed, built and installed in conformity with the City’s Public Works Manual and the City’s Standard Specifications for Construction (“Standard Specifications”), and must be designed and approved by a registered professional engineer retained by the Developer. A building permit shall not be issued nor shall building commence unless and until these conditions have been complied with. Attached **Exhibit B**, which is incorporated herein by this reference, provides a detailed list of the Required Improvements for which the Developer is responsible, along with the reasonably estimated costs of those Required Improvements, including both labor and materials. The Required Improvements must be designed, built, and installed in conformity with the City’s Standard Specifications for Construction, as of the Effective Date of this Agreement, and must be designed, approved, and stamped by a registered professional engineer retained by the Developer. Before the Developer’s commencement of construction or installation of the Required Improvements, the City Engineer or City Engineer’s designee must review and approve the drawings and plans for such improvements. In addition to warranting the Required Improvements as described in paragraph 5.9 below, the Developer shall perform routine maintenance on the Public Improvements for the duration of the Public Improvements Warranty Period and on the other Required Improvements for the duration of the Other Required Improvements Warranty Period. To the extent that the City becomes aware of new information about the Property not previously disclosed by the Developer, and notwithstanding anything to the contrary herein, the City reserves the right to require new obligations with respect to the Required Improvements for the Property.
- 5.3 Construction Standards. The Developer shall ensure that all construction is performed in accordance with this Agreement and with the City’s rules, regulations, requirements, criteria, and standards governing such construction, as they may be amended.

- 5.4 Observation of Development and Inspection of Required Improvements. The City may observe all Development on the Property, and may inspect and test each component of the Required Improvements. Consistent with Section 16-2-60(r) of the Land Use Code, the Developer shall reimburse the City for all costs associated with the City's observation of Development on the Property and inspection of the Required Improvements, and the City shall not give its written approval of the Required Improvements, as described in paragraph 5.6 below, until such costs have been reimbursed. Such observation and inspection may occur at any point before, during, or upon completion of construction.
- 5.5 City Engineer's Written Approval of Required Improvements. At the Developer's request, the City Engineer or the City Engineer's designee shall inspect the Required Improvements to ascertain whether they have been completed in conformity with the approved plans and specifications. The City Engineer or the City Engineer's designee shall confirm in writing the date(s) on which (i) individual Required Improvements have been completed in conformity with the approved plans and specifications, and (ii) all Public Improvements have been completed in conformity with the approved plans and specifications. The Developer shall make all corrections necessary to bring the Required Improvements into conformity with the approved plans and specifications.
- 5.6 Performance Guarantee. Before commencement of construction under the Development Plan or Subdivision Plat, as approved, and the Building Permit, if issued, the Developer shall furnish the City with an effective Performance Guarantee in the amount of 125% of the total estimated cost of the Required Improvements, as shown on **Exhibit B**. The total estimated cost of the Required Improvements, including both labor and materials, is **\$517,729.00**; therefore, the Performance Guarantee must be in an amount equal to **\$647,161.25**.
- 5.7.1 The Performance Guarantee must provide for payment to the City upon written demand, within thirty days, based upon the City's written certified statement that the Developer has failed to construct, install, maintain, or repair, as required by this Agreement, any of the Required Improvements.
- 5.7.2 The Developer shall extend or replace the Performance Guarantee at least thirty days prior to its expiration. In the event that the Performance Guarantee expires, or the entity issuing the Performance Guarantee becomes non-qualifying, or the City reasonably determines that the cost of the Required Improvements is greater than the amount of the Performance Guarantee, then the City shall give written notice to the Developer of the deficiency, and within thirty days of receipt of such notice, the Developer shall provide the City an increased or substituted Performance Guarantee that meets the requirements of this paragraph 5.7.
- 5.7.3 Upon completion of portions of the Required Improvements ("Completed Improvements"), the Developer may apply to the City for a release of part of the Performance Guarantee. Any such application must include submittal of as-built drawings and a detailed cost breakdown of the Completed Improvements. Upon

the City Engineer's inspection and written approval of the Completed Improvements in accordance with paragraph 5.9 below, the City Council may authorize a release of the Performance Guarantee in the amount of 75% of the documented cost of the Completed Improvements.

- 5.7.4 Upon the City Engineer's inspection and written approval of all Required Improvements in accordance with paragraph 5.9 below, the City Council shall authorize a release of the Performance Guarantee in the amount of 90% of the total estimated cost of all Required Improvements, as shown on **Exhibit B**.
- 5.7.5 Upon the expiration of both the Public Improvements Warranty Period and the Other Required Improvements Warranty Period described in paragraph 5.9 below, the Developer's correction of all defects discovered during such periods, and the City's final acceptance of the Public Improvements in accordance with paragraph 5.9 below, the City Council shall authorize a full release of the Performance Guarantee.
- 5.7.6 Failure to provide or maintain the Performance Guarantee in compliance with this paragraph 5.7 will constitute an event of default by the Developer under this Agreement. Such default will be subject to the remedies, terms, and conditions listed in Section 8 below, including without limitation the City's suspension of all activities, approvals, and permitting related to the Subdivision Plats or Development Plan.
- 5.8 Conveyance of Public Improvements. Within twenty-eight days of the City's final acceptance of the Public Improvements in accordance with paragraph 5.9 below, the Developer shall, at no cost to the City, do the following:
- 5.8.1 Execute and deliver to the City a good and sufficient bill of sale describing all of the Public Improvements constructed, connected, and installed by the Developer pursuant to this Agreement, together with all personal property relating to the Public Improvements ("Bill of Sale"). In the Bill of Sale, the Developer shall warrant the conveyance of the Public Improvements as free from any claim, demand, security interest, lien, or encumbrance whatsoever. Pursuant to Section 16-2-60(j) of the Land Use Code, acceptance of the Bill of Sale must be authorized by City Council.
- 5.8.2 Execute and deliver to the City a good and sufficient General Warranty Deed conveying to the City, free and clear of liens and encumbrances, all easements necessary for the operation and maintenance of the Public Improvements to the extent the Public Improvements are not constructed within dedicated easements or rights-of-way as shown on the Salida Crossings subdivision plat recorded at Reception No. \_\_\_\_\_.
- 5.8.3 Deliver to the City all engineering designs, current surveys, current field surveys, and as-built drawings and operation manuals for the Public Improvements and for all improvements made for utilities, or make reasonable provision for the same to

be delivered to the City. The legal description of all utility service lines must be prepared by a registered land surveyor at the Developer's sole expense.

- 5.9 Warranty. The Developer shall warrant the Public Improvements for one year from the date that the City Engineer, in accordance with paragraph 5.10 below, approves the Public Improvements and certifies their compliance with approved specifications (“Public Improvements Warranty Period”). The Developer shall warrant all other Required Improvements for a period of two years from the date that the Director of Public Works, in accordance with paragraph 5.10 below, approves the other Required Improvements and certifies their compliance with approved specifications (“Other Required Improvements Warranty Period”). In the event of any defect in workmanship or quality during the Public Improvements Warranty Period or the Other Required Improvements Warranty Period, the Developer shall correct the defect in workmanship or material, without cost to City and in accordance with City's written instructions, initiate remedial action promptly after receipt of a written notice from City. In the event that any corrective work is performed by the Developer during either Warranty Period, the warranty on said corrected work shall be extended to one year after the date of the performance of the remedial work or furnishing of the materials and equipment, even though it may extend the duration of any warranty beyond the initial year period. Should the Developer default in its obligation to correct any defect in workmanship or material during either the Public Improvements Warranty Period or the Other Required Improvements Warranty Period, the City will be entitled to draw on the Performance Guarantee and/or to pursue any other remedy described in Section 8 below.
- 5.10 Final Acceptance of Public Improvements. Upon expiration of the Public Improvements Warranty Period, and provided that any breaches of warranty have been cured and any defects in workmanship and/or materials have been corrected, the City shall issue its final written acceptance of the Public Improvements. Thereafter, the City shall maintain such Public Improvements.
- 5.11 Inspection Distinguished from Final Acceptance. Inspection, acquiescence, and/or verbal approval by any City official of construction on the Property, at any particular time, will not constitute the City's Final Acceptance of the Required Improvements as required hereunder. Such written approval of the Final Acceptance of the Required Improvements will be given by the City only in accordance with paragraph 5.10 above.
- 5.12 Revegetation. Any area disturbed by construction must be promptly revegetated, within a reasonable time, with Native Vegetation following completion of such work unless a building permit application has been requested for such area. In addition, the Developer shall control all Noxious Weeds within such area to the reasonable satisfaction of the City.



- 5.13 Local Utilities. In addition to the Required Improvements, the Developer shall install service lines for both on-site and off-site local utilities necessary to serve the Property, including without limitation service lines for telephone, electricity, natural gas, cable television, and street lights. The Developer shall install such service lines underground to the maximum extent feasible. If such lines are placed in a street or alley, they must be in place prior to surfacing.
  
- 5.14 Public Use Dedication. Consistent with Section 16-6-140 of the Land Use Code, Condition #12 of Ordinance 2022-25, and Condition #13 of Resolution 2022-62, the Developer shall pay the fee per residential unit, applicable at time of building permit submittal, in lieu of dedication of land for Fair Contributions for Public School Sites. Consistent with Section 16-6-120 of the Land Use Code, Condition #12 of Ordinance 2022-25, and Condition #13 of Resolution 2022-62, the Developer shall pay the fee per residential unit, applicable at the time of building permit submittal, in lieu of dedication of land for parks, trails, and open space.
  
- 5.15 Landscape and Pedestrian Improvements. As shown on **Exhibit B**, certain of the Required Improvements are landscape improvements. The Developer shall construct all landscape improvements in accordance with the requirements of Section 16-8-90 of the Land Use Code. The Developer or homeowner’s association shall be responsible for the Other Required Improvements Warranty Period.
  - 5.15.1 Developer shall construct a landscaping strip (which could include a stormwater-detaining bio-swale) for the approximately 1-10 feet of ROW between the back of the existing sidewalk and the subject property, to be reviewed and approved by staff, prior to issuance of any certificate of occupancy for the project. Such landscape strip shall include a minimum of six (6) trees and various shrubbery to be planted and effectively maintained by the developer and HOA. All required trees shall be replaced upon mortality, unless specifically authorized by staff.
  
  - 5.15.2 Developer shall construct an additional landscaping strip between the to-be-constructed curb beside the deceleration lane and the outside of the sidewalk. No trees are required in such strip, but there shall be some live cover in the form of shrubs or grasses to be maintained by developer/HOA.
  
- 5.16 Drainage Improvements. As shown on **Exhibit B**, certain of the Required Improvements are drainage improvements.
  - 5.16.1 In accordance with Section 16-8-60 of the Land Use Code, the Developer shall retain a registered professional engineer to prepare a drainage study of the Property and to design a drainage system according to generally accepted storm drainage practices. The drainage plan must conform to the City’s flood control regulations, as given in Article XI of the Land Use Code, and must be reviewed and approved in writing by the City Engineer before commencement of construction activities, including overlot grading.

- 5.16.2 All site drainage, including drainage from roof drains, must be properly detained and diverted to the drainage system approved in the drainage plan before any certificate of occupancy will be issued for the Property.
- 5.16.3 All drainage improvements within public rights-of-way will be dedicated to the City as Public Improvements. All drainage improvements on private property will be maintained by the Developer, subject to easements to allow the City access in the event that the Developer fails to adequately maintain the drainage facilities.
- 5.17 Slope Stabilization. Any slope stabilization work must be performed in strict compliance with applicable law, including City Ordinances and regulations, State statutes and regulations, and Federal law and regulations. The City will determine on a case-by-case basis whether additional requirements apply to slope stabilization work.
- 5.18 Blasting and Excavation. Any removal of rock or other materials from the Property by blasting, excavation, or other means must be performed in strict compliance with applicable law, including City Ordinances and regulations, State statutes and regulations, and Federal law and regulations. The City will determine on a case-by-case basis whether additional requirements apply to blasting and excavation work.
- 5.19 Trash, Debris, and Erosion. During construction, the Developer shall take all necessary steps to control trash, debris, and erosion (whether from wind or water) on the Property. The Developer also shall take all necessary steps to prevent the transfer of mud or debris from construction sites on the Property onto public rights-of-way. If the City reasonably determines and gives the Developer written notice that such trash, debris, or erosion causes or is likely to cause damage or injury, or creates a nuisance, the Developer shall correct any actual or potential damage or injury and/or abate such nuisance within five working days of receiving such written notice. When, in the opinion of the City Administrator or Chief of Police, a nuisance constitutes an immediate and serious danger to the public health, safety, or welfare, or in the case of any nuisance in or upon any street or other public way or public ground in the City, the City has authority to summarily abate the nuisance without notice of any kind consistent with Section 7-1-60 of the City Code. Nothing in this paragraph limits or affects the remedies the City may pursue under Section 8 of this Agreement.
- 5.20 Compliance with Environmental Laws. During construction, the Developer shall comply with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including solid waste requirements; and shall comply with all requirements pertaining to the disposal or existence of any hazardous substances, pollutants, or contaminants as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder.

5.21 Fees. The Developer shall pay to the City the fees described below at the time set forth:

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

- i. Developer shall also remit all fees-in-lieu, as determined by the Public Works Director, for work done along Highway 50, prior to issuance of any certificate of occupancy for the project, as stated in the original PD approval. Cost recovery for required improvements along US-50 is as follows: The linear footage along Salida Crossings represents 15.6% of the total streetscape (or 336 LF of the total 2,150 LF improved). Total costs borne by the City for the project were \$378,020.30 and are identified in the attached bid schedule prepared by CDOT in **Exhibit E**. Using a \$/LF method, this would result in a cost recovery to the City, from the Developer, of \$59,041 for the Salida Crossings frontage.
- ii. Other fees also include school fees and open space fees-in-lieu, as described on the PD plan and Subdivision plat.

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

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

5.21.4 Amounts due and unpaid. Interest will be imposed at rate of 1.5% per month on all balances not paid to the City within 30 days of the effective date of the City's invoicing of the Developer for the Reimbursable Costs and Fees, with that effective date determined in accordance with the notice provisions of paragraph 11.6 below. In addition to any and all remedies available to the City and in the event the City is forced to pursue collection of any amounts due and unpaid under this provision or under this Agreement, the City shall be entitled to collect attorneys' fees and costs incurred in said collection efforts in addition to the amount due and unpaid.

5.21.5 Currently existing fees. Payment of Currently Existing Fees as a Condition of

Development. The Developer shall pay to the City any fees required to be paid under this Agreement or the currently existing City Code, regardless of whether the relevant provisions of the City Code are later amended, repealed, or declared to be invalid. Payment of such fees pursuant to this Agreement is agreed to by and between the Parties as a condition of the Development. The Developer further agrees not to contest any Ordinance imposing such fees as they pertain to the Property.

- 5.22 Lighting. All lighting on the Property must be Dark-Sky Compliant and must conform to Section 16-8-100 of the Land Use Code and all other applicable City Ordinances in effect at the time of permitting.
- 5.23 Signage. All signage on the Property must conform to Article X of the Land Use Code and all other applicable City Ordinances in effect at the time of permitting.
- 5.24 Cost Recovery for Water Facilities. Pursuant to City Code Sections 13-2-160, the Developer shall be entitled to recover costs associated with construction of a portion of the Water Facilities, the extension of the water main necessary to extend City water service to the Property. The recovery costs associated with this Agreement will be determined by the following formula:

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

C = total cost of water main extension with hydrants;  
P = linear feet of pipe extended; and  
F = linear feet of adjacent lot frontage.

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

The reimbursement costs will be allocated to any lot or parcel adjacent to the water main extension that taps into this extension.

- 5.25 The City shall provide written notice to the Developer of any application submitted to the City for connection to the Water Facilities, which applications will trigger recovery from a current or subsequent owner of property benefitted by said Water Facilities. The City will require recovery in the form of a system development fee surcharge from the current or subsequent owner of property benefitted by the Water Facilities as a condition of any future water service connection to said Water Facilities.
- 5.26 Recovery from current or subsequent owners of property benefitted by the Water Facilities will be limited to those properties that receive approval from the City for any application to connect to the Water or Wastewater Facilities within ten years of the date of this Agreement.

- 5.27 Nothing in this Agreement is to be construed as a commitment of financial liability to the Developer or of the City's required collection or payment of the amount claimed for recovery through participation of a subsequent owner; the City is merely agreeing to facilitate an acceptable approach for subsequent owners' participation in public improvement costs.

### **Section 6 – Construction Schedule**

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

### **Section 7 – Inclusionary Housing**

- 7.1 **Agreement to Provide Affordable Housing Consistent with Article XIII of the Land Use Code.** Developer hereby agrees to construct (or have constructed) and deed restrict twenty-four (24) dwelling units which will be affordable to households earning various percentages of the Area Median Income for Chaffee County as defined by the Colorado Housing and Finance Authority, as conditioned in the Planned Development and Major Subdivision. Development of the affordable housing units shall be according to the additional standards specified below:
- 7.1.1. A minimum of two of the townhome units shall be permanently deed-restricted to be sold at prices no greater than what is affordable to households earning 160% of area median income (AMI).

- 7.1.2. A minimum of 22 of the condominium units shall be permanently deed-restricted to be sold at prices no greater than what is affordable to households earning 100% AMI (8 units); 120% AMI (8 units); and 140% AMI (6 units). Owner of the mixed-use buildings shall disperse the deed-restricted units evenly between buildings and such units shall be dispersed between floors.
- 7.1.3 If the deed-restricted units are to be rentals, then the provisions of the current Inclusionary Housing policies will control for all units (rents for each of the units would be no more than what is affordable to households earning up to 80% AMI or up to 100% AMI, with at least fifty percent of the units at up to 80% AMI).
- 7.1.4. The Chaffee Housing Authority (“CHA”) shall approve the system to be employed to determine eligibility and priority of buyers/tenants, as also provided for in the applicable deed restriction. In the case that the CHA is unable to review and approve such a system, such responsibility shall fall to the City or the City’s designee. Developer shall make annual reports to the CHA or City regarding any changes to the pricing of the affordable units that occurs with changes to the Colorado Housing and Finance Authority County Income and Rent Tables for Chaffee County, and shall follow all requirements of the recorded deed restriction.
- 7.1.5 Deed-restricted affordable units within any applicable condominium or homeowners’ association shall not be assessed any monthly dues or other shared assessments exceeding those specifically permitted in the CHA Community Housing Guidelines, or any dues or assessments beyond necessities such as utilities, trash services, and the like, in order to ensure that the deed-restricted units remain affordable. Should the Developer or Association desire, they may renegotiate the condition with the Chaffee Housing Authority based upon the Authority’s guidelines for such dues.
- 7.1.6. Both required deed-restricted townhome units shall be constructed and receive CO prior to the 6th townhome unit receiving CO.
- 7.1.7. The first mixed-use building (which shall include a minimum of 11 deed-restricted units) shall receive, at minimum, preliminary mechanical inspection approvals (framing walls constructed, etc. prior to drywall) prior to CO for the remaining six (6) townhomes.

### **Section 8 – Default by Developer and City’s Remedies**

- 8.1** City’s Remedies on Developer’s Default. In the event of the Developer’s default with respect to any term or condition of this Agreement, the City may take any action necessary or appropriate to enforce its rights, including without limitation any or all of the following:
- 8.1.1 The refusal to issue any further building permits or a certificate of occupancy to the Developer.

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

### **Section 9 – Indemnification and Release**

- 9.1 Release of Liability. The Developer acknowledges that it has not relied upon any representations or warranties by the City, or of any of its officers or agents or their designees except as expressly set forth herein and in accordance with the City Code, City Ordinances, and the laws of the State of Colorado, and therefore, the Developer expressly waives and releases any claims related to or arising from any such representations by the City or its officers or agents or their designees, as provided for in this Section 9.1.
- 9.2 Indemnification.



- 9.2.1 The Developer shall indemnify and hold harmless the City, and the City's officers, agents, employees, and their designees, from and against any and all claims, damages, losses, and expenses, including but not limited to attorneys' fees and costs, arising from or in connection with the following: (a) the City's approval of the Planned Development or the Subdivision Plats or the City's issuance of the Building Permit if the Permit Application is approved; (b) acts or omissions by the Developer, its officers, employees, agents, consultants, contractors, or subcontractors in connection with the Planned Development or the Subdivision Plats or Permit Application, if it is approved, and the Building Permit, if it is issued; (c) the City's required disposal of hazardous substances, pollutants, or contaminants; required cleanup necessitated by leaking underground storage tanks, excavation, and/or backfill of hazardous substances, pollutants, or contaminants; or environmental cleanup responsibilities of any nature whatsoever on, of, or related to the Easement Lands; provided that such disposal or cleanup obligations do not arise from any hazardous substance, pollutant, or contaminant generated or deposited by the City upon the Easement Lands; or (d) any other item contained in this Agreement.
- 9.2.2 The Developer shall reimburse the City for all fees, expenses, and costs, including attorneys' fees and costs, incurred in any action brought against the City as a result of the City's approval of the Planned Development or Subdivision Plat, or issuance of the Building Permit if the Permit Application is approved; and shall reimburse the City for all fees, expenses, and costs, including attorneys' fees and costs, associated with any referendum election, review of petition for referendum, protest, or any other proceedings to challenge the City's approval of the Subdivision Plat, or issuance of the Building Permit if the Permit Application is approved. Nothing in this Agreement obligates or compels the City to proceed with any action or referendum position.
- 9.2.2.1 Fees, expenses, and costs attributable to work completed by City staff, not including the City Attorney, will be determined based on the fee schedule attached to the City's then-effective Open Records Policy. The fee schedule attached to the Open Records Policy in effect as of the date of this Agreement is attached as **Exhibit D**.
- 9.2.2.2 Fees, expenses, and costs attributable to work completed by the City Attorney or by the City's outside consultants and/or counsel will be equal to the actual costs and fees billed to and paid by the City for that work.

### **Section 10 – Representations and Warranties**

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

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

Development Plan or as proposed in the Subdivision Plat.

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

**Section 11– General Provisions**

11.1 Waiver of Defects. In executing this Agreement, the Developer waives all objections it may have to any defects in the form or execution or procedure of this Agreement concerning the power of the City to impose conditions on the Developer as set forth herein. The Developer further waives all objections it may have to the procedure, execution, and form of the ordinances or resolutions of City Council adopting this Agreement.

11.2 Final Agreement. This Agreement supersedes and controls all prior written and oral agreements and representations of the Parties with respect to a Development Improvements Agreement; Subdivision Improvements Agreement; and Inclusionary Housing Agreement associated with development of the Property, and is the total integrated agreement between the Parties with respect to that subject.

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

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

11.5 Survival. The City’s and the Developer’s representations, covenants, warranties, and obligations set forth herein, except as they may be fully performed before or on the Effective Date, will survive the Effective Date and are enforceable at law or in equity.

11.6 Notice. All notices required under this Agreement must be in writing and must be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the Parties as set forth below. All notices so given will be considered effective immediately upon hand-delivery, and seventy-two hours after deposit in the United States Mail with the proper address as set forth below. Either Party by notice so given may change the address to which future notices are to be sent.

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

With a copy to:                        Nina P. Williams, City Attorney  
    317 W South Boulder Road, Suite 6,  
    Louisville, CO 80027

Notice to the Developer:      BV Investments, LLC  
    401 Whitewing Ln  
    Murphy, TX 75094

With a copy to:                      Loucious Enterprises, LLC  
    2605 Fairhill Lane  
    Flower, TX 75022

- 11.7 Severability. The terms of this Agreement are severable. If a court of competent jurisdiction finds any provision hereof to be invalid or unenforceable, the remaining terms and conditions of the Agreement will remain in full force and effect.
- 11.8 Recording. The City shall record this Agreement with the Clerk and Recorder of Chaffee County, Colorado, at the Developer's expense
- 11.9 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, confers or is intended to confer any rights or remedies whatsoever upon any person or entity other than the City, the Developer, and the Developer's successor(s).
- 11.10 No Waiver of Immunity. Nothing in this Agreement, express or implied, waives or is intended to waive the City's immunity under Colorado State law, including without limitation the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through 21-10-120.
- 11.11 Joint Drafting. The Parties acknowledge that this Agreement represents the negotiated terms, conditions, and covenants of the Parties, and that the Party responsible for drafting any such term, condition, or covenant is not to be prejudiced by any presumption, canon of construction, implication, or rule requiring construction or interpretation against the Party drafting the same.
- 11.12 Subject to Annual Appropriation. Any financial obligation of the City arising under this Agreement and payable after the current fiscal year is contingent upon funds for that purpose being annually appropriated, budgeted, and otherwise made available by the City Council in its discretion.
- 11.13 Exhibits. All schedules, exhibits, and addenda attached to this Agreement and referred to herein are to be deemed to be incorporated into this Agreement and made a part hereof for all purposes.
- 11.14 Counterparts. This Agreement may be executed in multiple counterparts, all of which taken together constitute one and the same document.

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

CITY OF SALIDA, COLORADO

By

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk/Deputy City Clerk

STATE OF COLORADO    )  
                                  ) ss.  
COUNTY OF CHAFFEE    )

Acknowledged, subscribed, and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2023  
by \_\_\_\_\_, as Mayor, and by \_\_\_\_\_,  
as Clerk, on behalf of the City of Salida, Colorado.

WITNESS my hand and official seal.  
My Commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

DEVELOPER:

\_\_\_\_\_  
Besnik Loucious, Managing Member  
BV Investments, LLC

Acknowledged, subscribed, and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2023 by  
Besnik Loucious, as Managing Member, BV Investments, LLC, a Texas Limited Liability

## EXHIBIT A

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (SWV4NW1/4 SW1/4) OF SECTION 4, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF U.S. HIGHWAY NO. 50, WHENCE THE SOUTHEAST CORNER (BRASS CAP) OF SAID SECTION 4 BEARS SOUTH 72°19.0' EAST 4848.6 FEET, AND WHENCE THE HIGHWAY RIGHT-OF-WAY MARKER (BRASS CAP) OF STATION 2301+12 OF THE CENTERLINE SURVEY OF SAID HIGHWAY BEARS SOUTH 89°35' EAST 127.0 FEET, SAID COMMENCING POINT BEING MARKED BY A POINT IN THE EASTERLY SIDE OF 24 INCH C.M.P. CULVERT AND BEING WITNESSED BY A 5/8 INCH STEEL REINFORCING BAR 2 FEET LAND DRIVEN INTO THE GROUND AND HAVING A ONE INCH ALUMINUM CAP WHICH IS NORTH 89°35' WEST 3.0 FEET FROM SAID COMMENCING POINT ALSO BEING THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;  
 THENCE NORTH 0°14.6' WEST 300.0 FEET TO A REINFORCING BAR AS DESCRIBED ABOVE;  
 THENCE SOUTH 89°35' EAST 28.8 FEET;  
 THENCE NORTH 0°14.6' WEST 100.0 FEET;  
 THENCE NORTH 89°35' WEST 365.4 FEET TO THE NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED IN BOOK 251 AT PAGE 423 OF THE RECORDS OF CHAFFEE COUNTY, COLORADO; THENCE SOUTH 0°20' EAST 400 FEET ALONG THE EAST BOUNDARIES OF THE TRACTS DESCRIBED IN BOOK 251 AT PAGE 423 AND IN BOOK 250 AT PAGE 184 OF THE RECORDS OF CHAFFEE COUNTY, COLORADO;  
 THENCE SOUTH 89°35' EAST 336 FEET ALONG THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF U.S. HIGHWAY NO. 50 TO THE POINT OF BEGINNING.

**Engineers Opinion of Probable Cost  
Salida Crossings - Salida, CO**

Project: 17202 - Salida Crossings  
Prepared By: Phelps Engineering  
Description: Engineer's Opinion of Probable Cost  
Date: 2022.10.27

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Cost Per Item</u>	<u>Comments</u>
<b>Demolition</b>					
Mobilization	1	LS	\$5,000.00	\$5,000.00	
Saw Cut Existing Asphalt/Concrete	495	LF	\$15.00	\$7,425.00	
Remove Existing Asphalt	495	SY	\$17.00	\$8,415.00	
<b>Demolition Subtotal:</b>				<b>\$20,840.00</b>	
<b>Earthwork</b>					
Mobilization	1	LS	\$7,000.00	\$7,000.00	
Clearing & Stockpile	2000	CY	\$3.50	\$7,000.00	
Cut to Fill On-Site	2000	CY	\$4.00	\$8,000.00	
Temporary Erosion & Sediment Control	1	LS	\$20,000.00	\$20,000.00	
Seeding & Mulching	1	AC	\$750.00	\$750.00	
<b>Earthwork Subtotal:</b>				<b>\$42,750.00</b>	
<b>Roadway &amp; Site Improvements</b>					
Mobilization	1	LS	\$9,000.00	\$9,000.00	
Residential	0	LF	\$223.00	\$0.00	
Concrete Crossspan	1	EA	\$1,500.00	\$1,500.00	
Handicap Ramps	2	EA	\$1,900.00	\$3,800.00	
Striping (other)	200	LF	\$2.00	\$400.00	
Signs	1	EA	\$350.00	\$350.00	
Traffic Control (Temporary)	5	DAY	\$2,500.00	\$12,500.00	
Monument Sign	1	EA	\$8,000.00	\$8,000.00	
<b>Roadway &amp; Site Improvements Subtotal:</b>				<b>\$35,550.00</b>	
<b>Storm Drainage</b>					
Mobilization		LS	\$9,000.00	\$0.00	
18" STM		LF	\$85.00	\$0.00	
Riprap		SY	\$85.00	\$0.00	
Storm Manhole (4' Dia.)		EA	\$2,900.00	\$0.00	
Connect to Existing Inlet	0	EA	\$4,400.00	\$0.00	
<b>Storm Drainage Subtotal:</b>				<b>\$0.00</b>	
<b>Potable &amp; Non-Potable Water</b>					
Connect to Existing	2	EA	\$3,200.00	\$6,400.00	
8" PVC	1790	LF	\$58.00	\$103,820.00	
Fire Hydrant Assy.	2	EA	\$6,800.00	\$13,600.00	
Bends & Fittings	22	EA	\$600.00	\$13,200.00	
Gate Valves	9	EA	\$1,300.00	\$11,700.00	
Service Stubs	22	EA	\$1,800.00	\$39,600.00	
Water Meters	22	EA	\$150.00	\$3,300.00	
Inspection Fee	1	LS	\$300.00	\$300.00	
Inspection Point Charges	33	EA	\$150.00	\$4,950.00	Per each connection point, bend & fitting
<b>Potable Water Subtotal</b>				<b>\$196,870.00</b>	
<b>Sanitary Sewer</b>					
8" Sanitary Sewer PVC	725	LF	\$85.00	\$61,625.00	
Manhole (4' DIA)	8	EA	\$3,500.00	\$28,000.00	
Service Stubs	22	EA	\$1,200.00	\$26,400.00	
Connect to Existing	1	EA	\$1,200.00	\$1,200.00	
Sewer Connection Fees	1	EA	\$6,376.00	\$6,376.00	Before Building Permit Issued
<b>Sanitary Sewer Subtotal</b>				<b>\$123,601.00</b>	
<b>Total:</b>				<b>\$419,611.00</b>	
Contingencies (10%):				\$41,961.10	
<b>Other</b>					
Survey & Staking	1	LS	3.00%	\$13,847.16	
Testing & Inspections	1	LS	3.00%	\$13,847.16	
Engineering Construction Services	1	LS	4.00%	\$18,462.88	
Dry Utilities	1	EA	10000.00	\$10,000.00	
Landscape/Irrigation	0	SF	\$2.00	\$0.00	In Contingencies
<b>Subtotal</b>				<b>\$56,157.21</b>	
<b>Grand Total:</b>				<b>\$517,729</b>	



## EXHIBIT C – PROPOSED CONSTRUCTION TIMELINE

<b>1520 HWY 50 Salida CO</b>			
<b>Salida Crossings</b>			
<b>Task</b>	<b>Duration</b>	<b>Start</b>	<b>Finish</b>
Utility Demo	10 days	2.27.23	3.10.23
Public Utilities	120 days	3.6.23	8.18.23
Townhome units 1-10	150 days	3.13.23	10.6.23
Building A	420 days	7.3.23	2.7.25
Townhomes units 11-20	150 days	8.14.23	3.8.24
Building B	420 days	10.23.23	5.30.25
Over all Duration	<b><u>27 months</u></b>		

## Open Records Policy – Exhibit D

### Fee Schedule

Charges must be paid before service is provided.

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

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

The first hour of research and retrieval service is free.

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

City Attorney \$30/hr

Assistant City Attorney \$30/hr

Information Services \$30/hr

Department Heads \$30/hr

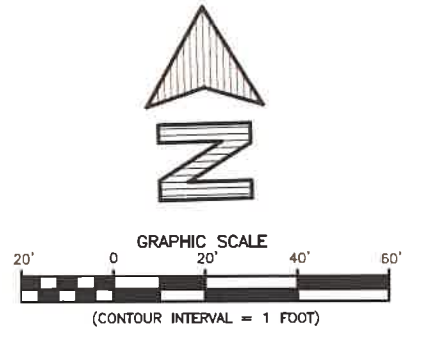
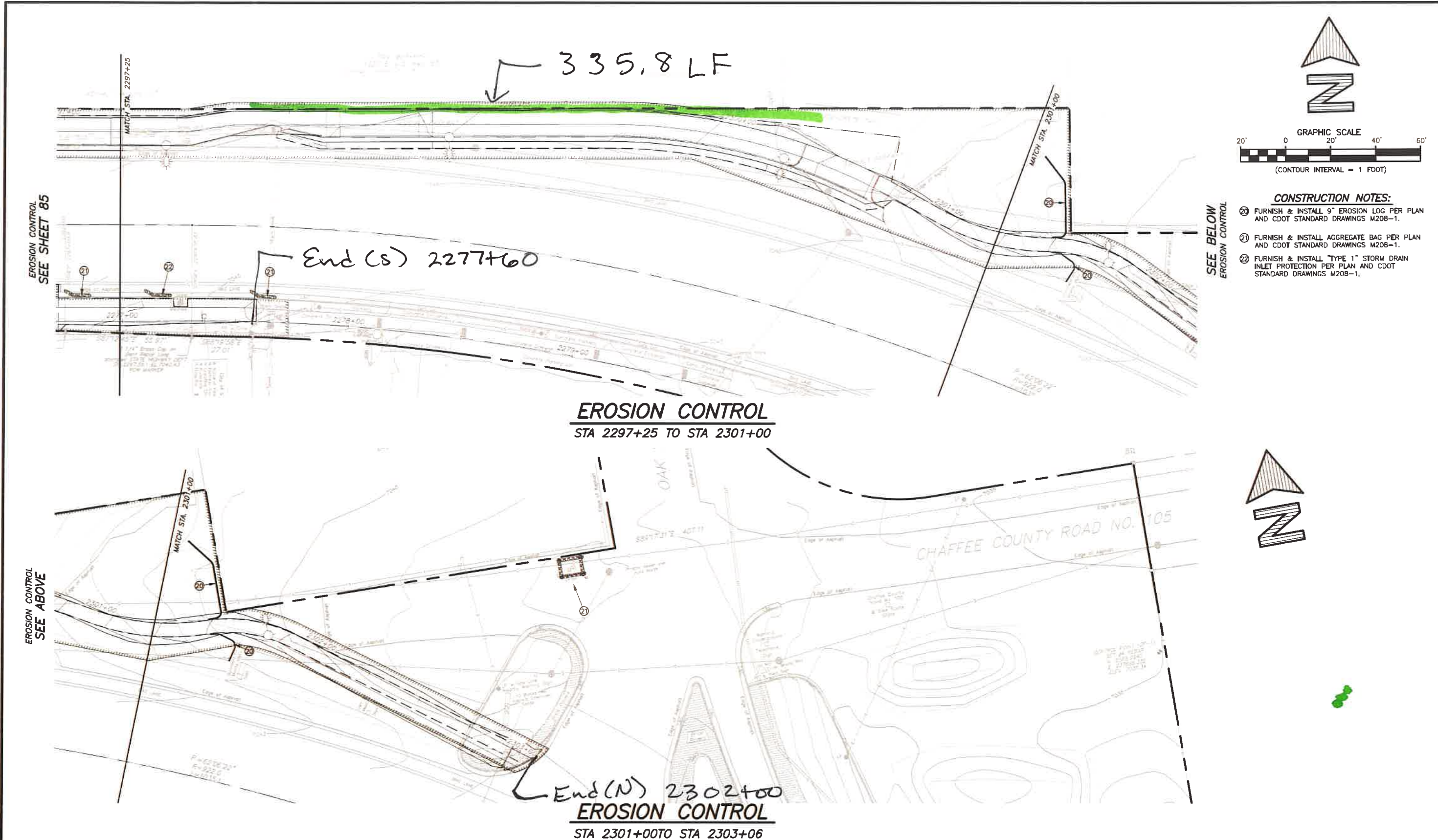
Supervisor \$30/hr

Non-Supervisory Personnel \$20/hr

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

DVD - \$10

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



- CONSTRUCTION NOTES:**
- ⑳ FURNISH & INSTALL 9" EROSION LOG PER PLAN AND CDOT STANDARD DRAWINGS M20B-1.
  - ㉑ FURNISH & INSTALL AGGREGATE BAG PER PLAN AND CDOT STANDARD DRAWINGS M20B-1.
  - ㉒ FURNISH & INSTALL "TYPE 1" STORM DRAIN INLET PROTECTION PER PLAN AND CDOT STANDARD DRAWINGS M20B-1.

**EROSION CONTROL**  
STA 2297+25 TO STA 2301+00

**EROSION CONTROL**  
STA 2301+00 TO STA 2303+06

**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 THE PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

**PREPARED FOR:**  
CITY OF SALIDA  
304 W. HWY. 291  
SALIDA, CO 81201  
PHONE: (719) 539-6257

**PREPARED UNDER THE DIRECTION OF:** \_\_\_\_\_ DATE \_\_\_\_\_

TRACY L. VANDAVEER      CRABTREE GROUP, INC.  
L.C.E. NO. 38552      EXP. DATE 10/31/21

**PREPARED BY:**

**CRABTREE GROUP INC.**  
ENGINEERING. SMART GROWTH™

325 D STREET      918 CUYAMA ROAD  
SALIDA, CO 81201      OJAI, CA 93023  
PH: 719-539-1676      PH: 719-221-1799

SEAL

DATE	BY	MARK	REVISIONS	APPR.	DATE

**CITY OF SALIDA**

DESIGNED BY TLV      APPROVED BY: \_\_\_\_\_

DRAWN BY TLV

CHECKED BY JHDL      AGENCY HEAD \_\_\_\_\_ DATE \_\_\_\_\_

SCALE 1"=20'

BENCHMARK: #5 REBAR WITH 1-1/2" ALUMINUM CAP STAMPED 6753 H5629.1730 E236465.8850 ELEV.=7052.97

DATE OCT. 2020

**U.S. HWY 50 - PHASE 4**  
SALIDA, COLORADO

**EROSION CONTROL**

**EROSION CONTROL**

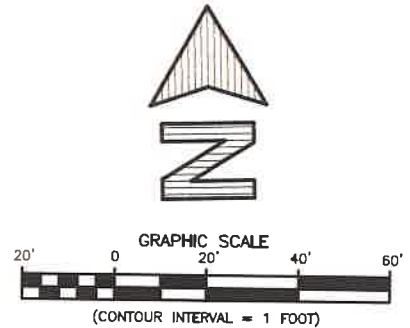
STA 2297+25 TO STA 2301+00

SHEET NO. **86**

OF \_\_\_\_ SHTS.

PROJECT NO. C 2911-00





- CONSTRUCTION NOTES:**
- ① FURNISH & INSTALL AGGREGATE BAG PER PLAN AND CDOT STANDARD DRAWINGS M208-1.
  - ② FURNISH & INSTALL TYPE 1" STORM DRAIN INLET PROTECTION PER PLAN AND CDOT STANDARD DRAWINGS M208-1.

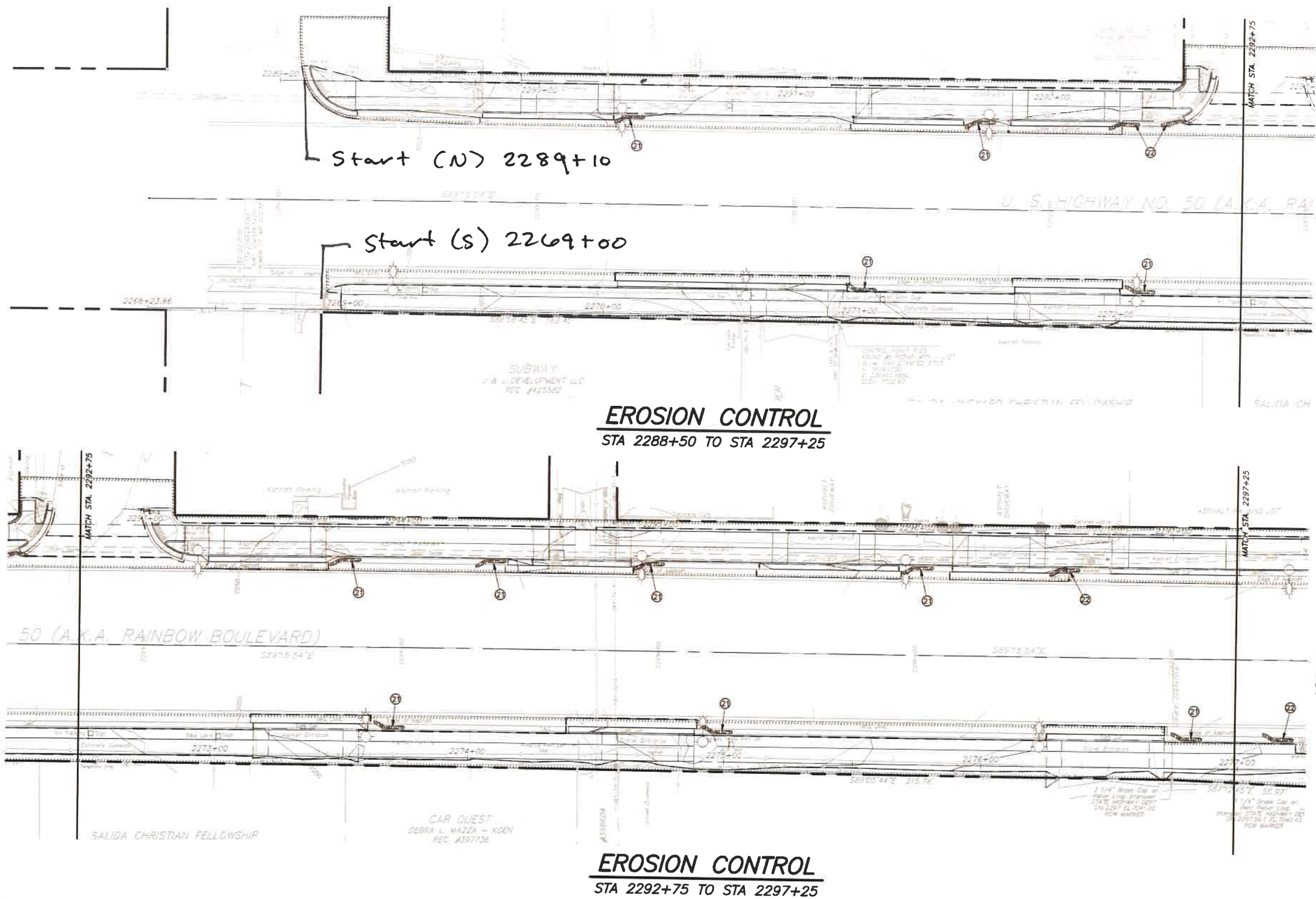
North  
2289 16  
2302 00

1290 LF (N)

South  
2277 60  
2269 00

860 LF (S)

2150 Total



SEE BELOW  
EROSION CONTROL

SEE SHEET 86  
EROSION CONTROL

**EROSION CONTROL**  
STA 2288+50 TO STA 2297+25

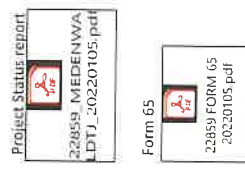
**EROSION CONTROL**  
STA 2292+75 TO STA 2297+25

<p><b>PRIVATE ENGINEER'S NOTES TO CONTRACTOR</b></p> <p>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.</p> <p>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.</p>	<p>PREPARED FOR:</p> <p>CITY OF SALIDA 304 W. HWY. 291 SALIDA, CO 81201 PHONE: (719) 539-6257</p>	<p>PREPARED BY:</p> <p><b>CRABTREE GROUP INC.</b> ENGINEERING SMART GROWTH™</p> <p>825 D STREET SALIDA, CO 81201 PH: 719-830-1875</p> <p>818 CUTYAMA ROAD OJALA, CA 93023 PH: 719-221-1799</p>	<p>SEAL</p>	<p>CITY OF SALIDA</p> <p>DESIGNED BY TLV DRAWN BY TLV CHECKED BY JHDL SCALE 1"=20' DATE OCT. 2020</p> <p>APPROVED BY: _____ AGENCY HEAD _____ DATE _____</p> <p>BENCHMARK: #5 REBAR WITH 1-1/2" ALUMINUM CAP STAMPED 6753 N5629.1730 E236465.8850 ELEV.=7052.97</p>	<p>U.S. HWY 50 - PHASE 4 SALIDA, COLORADO</p> <p>EROSION CONTROL</p> <p>EROSION CONTROL</p> <p>STA 2288+50 TO STA 2297+25</p>	<p>SHEET NO. 85</p> <p>OF ___ SHTS.</p> <p>PROJECT C 2911-00</p>																	
	<p>PREPARED UNDER THE DIRECTION OF:</p> <p>TRACY L. VANDAVEER L.C.E. NO. 38552</p> <p>CRABTREE GROUP, INC. EXP. DATE 10/31/21</p>	<table border="1"> <thead> <tr> <th>DATE</th> <th>BY</th> <th>MARK</th> <th>REVISIONS</th> <th>APPR.</th> <th>DATE</th> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	DATE	BY	MARK	REVISIONS	APPR.	DATE															
DATE	BY	MARK	REVISIONS	APPR.	DATE																		



Ref #	Item	City Quantity	CDOT Quantity	Total Project Quantity	Unit	Unit Price	Item \$ (City)	Item \$ (CDOT)	Item \$ (Total)
0005	Removal of Headwall		2.00	2.00	EA	1,000.00	0.00	2,000.00	2,000.00
0010	Removal of Inlet		2.00	2.00	EA	750.00	0.00	1,500.00	1,500.00
0015	Removal of Sidewalk	343.22		778.46	SY	25.00	8,580.50	10,881.00	19,461.50
0020	Removal of Curb		0.00	0.00	LF	15.00	0.00	0.00	0.00
0025	Removal of Gutter		101.50	101.50	LF	15.00	0.00	1,522.50	1,522.50
0030	Removal of Curb & Gutter	547.00		1,098.72	LF	15.00	8,205.00	8,275.80	16,480.80
0035	Removal of Concrete Curb Ramp		35.92	35.92	SY	20.00	0.00	718.40	718.40
0040	Removal of Concrete Pavement		3.55	3.55	SY	20.00	0.00	71.00	71.00
0045	Removal of Asphalt Mat	1,221.26		1,603.29	SY	15.00	18,318.90	5,730.45	24,049.35
0050	Removal of Ground Sign		2.00	2.00	EA	750.00	0.00	1,500.00	1,500.00
0055	Plug Culvert		172.00	380.00	CY	25.00	5,200.00	4,300.00	9,500.00
0060	Unclassified Excavation	208.00		0.00	HR	50.00	0.00	0.00	0.00
0065	Blading		0.00	0.00	HR	50.00	0.00	0.00	0.00
0070	Backhoe		0.00	0.00	HR	50.00	0.00	0.00	0.00
0075	Combination Loader		0.00	0.00	HR	50.00	0.00	0.00	0.00
0080	Potholing		15.00	15.00	HR	50.00	1,300.00	0.00	1,300.00
0085	Laborer		92.00	104.00	HR	35.00	750.00	0.00	750.00
0090	Erosion Log		0.00	0.00	LF	5.00	3,220.00	420.00	3,640.00
0415	Silt Fence		0.00	0.00	LF	5.00	0.00	0.00	0.00
0095	Aggregate Bag		270.00	338.00	LF	3.00	0.00	0.00	0.00
0100	Concrete Washout Structure		1.00	2.00	EA	11.00	2,420.00	1,298.00	3,718.00
0430	Storm Drain Inlet Protection (Type I)		0.00	0.00	LF	2,500.00	2,500.00	2,500.00	5,000.00
0105	Storm Drain Inlet Protection (Type II)		0.00	0.00	EA	125.00	0.00	0.00	0.00
0435	Vehicle Tracking Pad		0.00	0.00	EA	3,000.00	0.00	0.00	0.00
0110	Removal and Disposal of Sediment (Labor)		0.00	27.00	HR	35.00	0.00	0.00	0.00
0115	Removal and Disposal of Sediment (Equipment)		0.00	23.50	HR	50.00	0.00	0.00	945.00
0120	Sweeping (Sediment Removal)		0.00	0.00	HR	75.00	0.00	1,175.00	1,175.00
0125	Removal of Trash		0.00	2.00	HR	35.00	0.00	0.00	0.00
0130	Reset Ground Sign		11.00	12.00	EA	500.00	5,500.00	6,000.00	11,500.00
0465	Adjust Manhole		1.00	1.00	EA	1,000.00	1,000.00	0.00	1,000.00
0135	Modify Inlet		2.00	3.00	EA	2,500.00	5,000.00	0.00	7,500.00
0140	Adjust Valve Box		3.00	7.00	EA	700.00	2,100.00	2,500.00	4,600.00
0145	2 Inch Drilled Hole		2.00	2.00	LF	350.00	0.00	700.00	700.00
0150	Seeding (Native)		0.03	0.03	ACRE	9,000.00	0.00	270.00	270.00
0155	Soil Conditioning		0.03	0.03	ACRE	9,000.00	0.00	270.00	270.00
0160	Mulching (Weed Free)		6.00	6.00	LB	125.00	0.00	750.00	750.00
0165	Mulch Tracker		1.25	2.50	HR	75.00	93.75	93.75	187.50
0170	Wildlife Biologist		0.00	1.00	LS	5,200.00	0.00	5,200.00	5,200.00
0175	Environmental H/S Management		0.00	0.00	HR	75.00	0.00	0.00	0.00
0180	Monitoring Technician		0.00	0.00	HR	400.00	0.00	0.00	0.00
0185	Material Sampling & Delivery		0.00	0.00	EA	345.00	0.00	0.00	0.00
0190	Material Handling (Stockpile)		0.00	0.00	CY	400.00	0.00	0.00	0.00
0195	Solid Waste Disposal		0.00	0.00	CY	345.00	0.00	0.00	0.00
0200	ABC (Class 6)		568.54	690.84	TON	25.00	14,213.38	3,057.50	17,270.88
0201	ABC (Class 6) Price Reduction		0.82	0.18	LS	(1,417.59)	(1,417.59)	(1,417.59)	(1,417.59)
0205	HMA (Patching) (Asphalt)		90.02	239.42	TON	180.00	16,203.60	26,892.00	43,095.60
0490	Concrete Pavement (6 Inch)		894.85	894.85	SY	127.00	113,645.95	0.00	113,645.95
0210	Concrete Pavement (8 Inch)		8.47	8.47	SY	150.00	0.00	1,270.50	1,270.50
0215	Concrete Pavement (8 Inch)(Special)		0.00	0.00	SY	250.00	0.00	0.00	0.00
0220	Fence (Plastic)		800.00	980.00	LF	2.00	1,600.00	360.00	1,960.00
0225	Concrete Sidewalk		1,184.63	1,610.77	SY	72.00	85,293.36	30,682.08	115,975.44
0230	Concrete Sidewalk (6 Inch)		26.29	26.29	SY	90.00	2,366.10	2,366.10	2,366.10
0235	Concrete Curb Ramp		44.69	399.50	SY	161.00	7,195.09	64,319.50	71,514.59
0240	Concrete Sidewalk (Colored)		201.28	124.41	LF	94.00	18,920.32	376.00	19,296.32
0245	Curb Type 2 (Section B)		124.41	124.41	LF	37.00	0.00	4,603.17	4,603.17
0250	Curb & Gutter Type 2 (Section II-B)		742.07	1,740.69	LF	39.00	28,940.73	38,946.18	67,886.91
0255	Gutter Type 2 (4 Foot)		32.75	32.75	LF	40.00	0.00	1,310.00	1,310.00
0260	Gutter Type 2 (6 Foot)		32.00	32.00	LF	55.00	0.00	1,760.00	1,760.00
0265	Curb (Special) (Concrete Step)		8.00	8.00	LF	60.00	0.00	480.00	480.00
0515	Median Cover Material (4 Inch Patterned Concrete)		5,076.00	5,076.00	SF	11.00	55,836.00	0.00	55,836.00
0520	2 Inch Electrical Conduit (Plastic)		0.00	0.00	LF	11.00	0.00	0.00	0.00
0521	Install 2 Inch Elec Conduit (Plastic)		1,961.50	1,961.50	LF	9.56	18,751.94	0.00	18,751.94
0270	Construction Surveying		0.50	1.00	LS	27,916.00	13,958.00	13,958.00	27,916.00
0271	Construction Surveying (Hour)		14.00	14.00	HR	150.00	2,100.00	0.00	2,100.00
0272	Extended Overhead		1.00	1.00	LS	31,135.44	31,135.44	0.00	31,135.44
0275	Mobilization		0.50	1.00	LS	152,000.00	76,000.00	76,000.00	152,000.00
0280	Public Information Management		79.50	159.00	DAY	105.00	8,347.50	8,347.50	16,695.00
0285	Preformed Thermoplastic Pavement Marking		214.00	1,266.00	SF	15.00	3,210.00	15,780.00	18,990.00
0290	Flagging		33.50	206.50	HR	20.00	670.00	4,130.00	4,800.00
0295	Traffic Control Inspection		37.00	37.00	DAY	74.00	2,708.00	7,400.00	10,108.00
0300	Traffic Control Management		38.50	38.50	DAY	1,057.00	40,694.50	40,694.50	81,389.00
0305	Barricade (Type 3 M-A) (Temporary)		3.00	6.00	EA	30.00	90.00	90.00	180.00
0310	Pedestrian Barricade (ADA)		78.00	78.00	LF	10.00	780.00	0.00	780.00
0315	Construction Traffic Sign (Panel Size A)		14.00	15.00	EA	27.00	378.00	405.00	783.00
0320	Construction Traffic Sign (Panel Size B)		19.00	19.00	EA	35.00	665.00	665.00	1,330.00
0325	Portable Message Sign Panel		225.00	225.00	DAY	33.00	7,425.00	7,425.00	14,850.00
0330	Drum Channelling Device		31.00	31.00	EA	16.00	496.00	496.00	992.00
0335	Drum Channelling Device (With Lights)(Flashing)		30.00	30.00	EA	30.00	150.00	150.00	300.00
0340	Traffic Cone		0.00	0.00	EA	7.00	210.00	210.00	420.00
0345	F/A Minor Contract Revisions		0.00	0.00	FA	70,000.00	0.00	0.00	0.00
0350	F/A Project First Program		0.00	0.00	FA	500.00	0.00	0.00	0.00
0360	F/A Erosion Control		0.00	0.00	FA	1,000.00	0.00	0.00	0.00
0355	F/A Landscaping		0.50	1.00	FA	5,194.04	2,597.02	2,597.02	5,194.04

CE & Indirects (Form 65, line 16) \$269,609.43  
 (Form 65, line 18)



Percentages of CE & Indirects  
 Totals of CE & Indirects 160,978.57 108,630.86 269,609.43  
 A) Total Project Costs 780,126.91 526,441.85 1,306,568.77

Total Budget 974,122.60 640,100.00 1,614,222.60  
 B) Thereof State 402,106.88 640,100.00 1,042,206.88  
 Thereof City 572,015.72

Project Savings\* (193,995.69) (113,658.15) (307,653.84)  
 Salida Invoiced & Paid 572,015.72  
 Salida Required Contribution (A-B) 378,020.03  
 Refund due Salida 193,995.69

← \$378,020.30  
 Salida

Project 22859 Construction budget detail

Line Proj	Est Proj	Cont Est	Cont Item	Funds Center	Fundbook	Fund Alloc Name	Apportionment	Partner
22859.20.10	Construction	EXP		SRS7008.001JADA19	FAB402	STATE FUNDS ALLOTTED	99,087.00	CDOT
22859.20.10	Construction	EXP		SRS7008.001JADA21	FAB402	STATE FUNDS ALLOTTED	541,013.00	CDOT
22859.20.10	Construction	EXP		SRS7008.001LOM21	FAB1160	CITY OF SALIDA	471,489.00	City
22859.20.10	Construction	EXP		SRS7008.001TAP21	FAB1160	CITY OF SALIDA	100,526.72	City
22859.20.10	Construction	EXP		SRS7008.001TAP21	FAB402	STATE FUNDS ALLOTTED	402,106.88	State

**ORDINANCE NO. 25**  
**(Series 2022)**

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING A MAJOR IMPACT REVIEW FOR A MODIFICATION TO A DEVELOPMENT PLAN FOR THE SALIDA CROSSINGS PLANNED DEVELOPMENT LOCATED AT 1520 E. HIGHWAY 50 AND REPEALING AND REPLACING ORDINANCE 2018-04**

**WHEREAS**, the Salida Crossings Planned Development was originally approved by the City Council through the adoption of Ordinance 2018-04 on March 20, 2018 and subsequently referred to and approved by a vote of the electorate via a special ballot question on September 25, 2018; and

**WHEREAS**, the originally approved development plan consists of three (3) mixed-use buildings and a total of 122 residential units (including provisions for additional density and building height) on a single lot, among other requirements and allowances; and

**WHEREAS**, pursuant to Salida Municipal Code 16-7-150, Modifications, the property owners have submitted a modified Planned Development (PD) development plan consisting of two (2) mixed-use buildings and a total of 92 residential units (with less additional allowable density than the originally approved development plan and no additional allowable building height) on a total of 22 lots, plus other common elements/tracts, among other requirements and allowances; and

**WHEREAS**, the City of Salida Planning Commission held a duly noticed public hearing on November 8, 2022 and recommended Council approve the requested modifications to the PD Development Plan with certain conditions pursuant to the attached Salida Crossings modified development plan, including Exhibit A: Salida Crossings Development Plan, dated \_\_\_\_\_; Exhibit B: Conditions of Approval; and

**WHEREAS**, the project is consistent with the purpose, conditions and evaluation standards for modifications to PD development plans as set forth within Chapter 16, Article VII of the Salida Municipal Code; and

**WHEREAS**, the City Council held a public hearing on the requested modifications on December 20, 2022; and

**WHEREAS**, the proposal for the subject territory 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

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

**Section One**

That the entirety of the modified Salida Crossings Planned Development, located at 1520 E. Hwy 50, be and is hereby approved with the modifications shown by Exhibit A: Salida Crossings Development Plan, dated \_\_\_\_\_; Exhibit B: Conditions of Approval. All exhibits are attached to this ordinance.

**Section Two**

Upon approval by the City Council of the subject Final Development Plan for the Salida Crossings Planned Development modification, it 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 approval by the City Council the applicant shall have one hundred eighty (180) days to submit a final Mylar of Exhibit A; and incorporating the conditions of approval attached as Exhibit B for the Mayor’s signature and recordation.

**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.

**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.

**Section Seven**

City of Salida Ordinance 2018-04, and all of its approvals, attachments and exhibits, is hereby repealed and replaced by this Ordinance 2022-25.

**INTRODUCED ON FIRST READING, ADOPTED and ORDERED PUBLISHED IN FULL** in a newspaper of general circulation in the City of Salida by the City Council on December 6, 2022 and set for second reading and public hearing on the 20th day of December, 2022.

**INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED PUBLISHED BY TITLE ONLY**, by the City Council on the 20th day of December, 2022.

CITY OF SALIDA  
By: [Signature]  
Mayor

ATTEST: Erin Kelley  
City Clerk

(SEAL)



**PUBLISHED IN FULL** in the Mountain Mail after First Reading on the 9th December, 2022 and **BY TITLE ONLY**, after Final Adoption on the 23rd December 2022.

By: Erin Kelley  
City Clerk



**CITY OF SALIDA, COLORADO  
RESOLUTION NO. 62  
(Series 2022)**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO  
APPROVING THE SUBDIVISION PLAT FOR THE SALIDA CROSSINGS MAJOR  
SUBDIVISION**

**WHEREAS**, the property owners, BV Investments, LLC (“Developers”) submitted application for approval of a Major Impact Review for Salida Crossings Major Subdivision; and

**WHEREAS**, the property (“Property”) that is subject to the proposed subdivision consists of 3.15 acres located at 1520 E. Highway 50, particularly described in **Exhibit A**; and

**WHEREAS**, the property is zoned Planned Development (PD) and subject to specific conditions and dimensional standards of the Salida Crossings PD modification; and

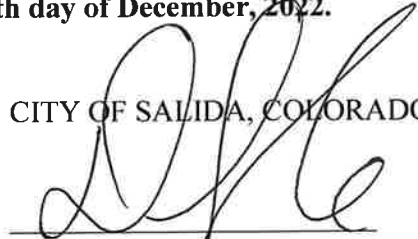
**WHEREAS**, on December 13, 2022, the Salida Planning Commission held a public hearing and recommended approval with conditions of the Salida Crossings Major Subdivision, consisting of 22 lots plus a common outlet; and

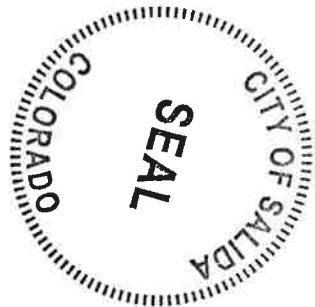
**WHEREAS**, the Salida City Council held a duly noticed public hearing on Dec 20, 2022.

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

The Salida Crossings Major Subdivision is hereby approved, subject to the conditions described in **Exhibit B** and incorporated herein:

**RESOLVED, APPROVED AND ADOPTED** on this 20th day of December, 2022.

CITY OF SALIDA, COLORADO  
  
Mayor



(SEAL)

ATTEST:

  
City Clerk/Deputy City Clerk



# CITY COUNCIL ACTION FORM

<b>DEPARTMENT</b> City Attorney	<b>PRESENTED BY</b> Nina P. Williams - City Attorney	<b>DATE</b> February 21, 2023
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## ITEM

Ordinance No. 2023-04, Amending Chapter 4 to add Article VIII to the Salida Municipal Code, adopting the Plastic Pollution Reduction Act and Penalties for Violation into the code.

## BACKGROUND

In 2021, the Colorado General Assembly enacted House Bill 21-1162. Beginning January 1, 2024, the act prohibits stores and retail food establishments from providing single-use plastic carryout bags to customers. Certain retail food establishments (primarily restaurants), and small stores that operate solely in Colorado and have 3 or fewer locations are exempt from the Act and may continue to provide single-use plastic carryout bags.

Between January 1, 2023, and January 1, 2024, a store may furnish a recycled paper carryout bag or a single-use plastic carryout bag to a customer at the point of sale if the customer pays a fee of 10 cents per bag or a higher fee adopted by the municipality or county in which the store is located. On and after January 1, 2024, a store may furnish only a recycled paper carryout bag to a customer at the point of sale at a fee of 10 cents per bag or a higher fee imposed by the municipality or county in which the store is located.

A store is required to remit, on a quarterly basis beginning April 1, 2024, 60% of the carryout bag fee revenues to the municipality or county within which the store is located and may retain the remaining 40% of the carryout bag fee revenues.

The carryout bag fee does not apply to a customer that provides evidence to the store that the customer is a participant in a federal or state food assistance program.

In addition, beginning January 1, 2024, all retail food establishments, including restaurants are prohibited from distributing any expanded polystyrene food containers for ready-to-eat food.

The City may enforce a violation of the legislation against a store or retail food establishment in any reasonable manner the City chooses. The legislation provides that a county enforcing the legislation may impose a fine up to five hundred (\$500.00) for as second violation and up to one thousand dollars (\$1,000.00) for third or subsequent violations. No fine is provided for a first violation. The proposed ordinance follows these guidelines.

## FISCAL NOTE

The City may use the portion of the bag fee it receives (1) to administer and enforce the bag fee, and/or (2) for any recycling, composting, or other waste diversion programs, including outreach and education activities. Other communities are using the fee to defray the cost of administration, to fund reusable bag giveaways, and fund an initial education campaign about the bill.



# CITY COUNCIL ACTION FORM

<b>DEPARTMENT</b> City Attorney	<b>PRESENTED BY</b> Nina P. Williams - City Attorney	<b>DATE</b> February 21, 2023
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## STAFF RECOMMENDATION

Staff recommends approval of Ordinance No. No. 2023-04,

## SUGGESTED MOTION

A City Council member should state, "I move to approve Ordinance No. No. 2023-04, on first reading, and schedule second reading and public hearing for March 7, 2023," followed by a second and a roll call vote.

**CITY OF SALIDA, COLORADO  
ORDINANCE NO. 04  
(Series of 2023)**

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA,  
COLORADO, ADOPTING THE PLASTIC POLLUTION REDUCTION ACT AND  
ESTABLISHING PENALTIES FOR VIOLATING THE ACT**

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

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

**WHEREAS**, the Colorado legislature adopted House Bill 21-1162, the Plastic Pollution Reduction Act (“the Act”), which imposes a ten cent (\$0.10) per bag fee on plastic and paper carryout bags beginning January 1, 2023; and

**WHEREAS**, the Act provides that Stores, as defined therein, must collect the bag fee and remit sixty percent (60%) of such fees to the local municipality on a quarterly basis beginning April 1, 2024; and

**WHEREAS**, the Act phases out the right of certain stores to provide customers with certain plastics; and

**WHEREAS**, the Act delegates enforcement of violations of the Act to local governments “in the manner that the local government chooses,” C.R.S. § 25-17-507(1)(a), while providing a fine schedule for “Count[ies] that choose [] to enforce a violation of” the Act; and

**WHEREAS**, the City Council finds it desirable and appropriate, and in the best interest of the general health, safety, and welfare of its residents to amend Chapter 4 of the Salida Municipal Code (the “Code”), by creating a new Article VIII, adopting the plastic pollution reduction act and establishing penalties for violating the act.

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

**SECTION 1:** The Salida Municipal Code is hereby amended by adopting Sec. 4-8-10 to read as follows:

Chapter 4, Article 8, Section 10 - Plastic Pollution Reduction Act

Sec. 4-8-10 Adoption of the Plastic Pollution Reduction Act, Penalties for Violation

- (a) Adoption of the Plastic Pollution Reduction Act. The Plastic Pollution Reduction Act, C.R.S. §§ 25-17-501 through 25-17-509, as that Act may be amended from time to time, is hereby adopted by the city. It shall be a municipal violation for any person to violate the provisions of the Plastic Pollution Reduction Act, as amended from time to time.

(b) Penalties for violation. Violation of the provisions of the Plastic Pollution Reduction Act as adopted by the City by this section shall be punishable by the issuance of a written warning for a first offense within two years; a fine of \$500.00 for a second offense within two years; and a fine of \$1,000.00 for a third or subsequent offense within three years.

**SECTION 2.** *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.

**SECTION 3.** All other ordinances or portions thereof inconsistent or conflicting with this Ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

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 \_\_\_\_\_, 2022, and set for second reading and public hearing on the \_\_\_ day of \_\_\_\_\_, 2022.

INTRODUCED ON SECOND READING FINALLY ADOPTED and ORDERED PUBLISHED IN FULL, by the City Council on this \_\_\_ day of \_\_\_\_\_, 2023.

City of Salida

\_\_\_\_\_  
Mayor Dan Shore

ATTEST:

\_\_\_\_\_  
City Clerk/Deputy City Clerk

**NOTE: This bill has been prepared for the signatures of the appropriate legislative officers and the Governor. To determine whether the Governor has signed the bill or taken other action on it, please consult the legislative status sheet, the legislative history, or the Session Laws.**

Item 10.

# An Act

HOUSE BILL 21-1162

BY REPRESENTATIVE(S) Valdez A. and Cutter, Amabile, Bernett, Hooton, Kipp, Sirota, Woodrow, Bacon, Bird, Boesenecker, Caraveo, Duran, Froelich, Jackson, Jodeh, Kennedy, Lontine, McCormick, McLachlan, Michaelson Jenet, Mullica, Ortiz, Tipper, Titone, Gonzales-Gutierrez, McCluskie;  
also SENATOR(S) Gonzales and Garcia, Bridges, Buckner, Danielson, Fenberg, Ginal, Jaquez Lewis, Lee, Story.

CONCERNING THE MANAGEMENT OF PLASTIC PRODUCTS.

*Be it enacted by the General Assembly of the State of Colorado:*

**SECTION 1.** In Colorado Revised Statutes, **repeal** 25-17-104 as follows:

**25-17-104. Local government preemption.** ~~No unit of local government shall require or prohibit the use or sale of specific types of plastic materials or products or restrict or mandate containers, packaging, or labeling for any consumer products.~~

**SECTION 2.** In Colorado Revised Statutes, **add** part 5 to article 17 of title 25 as follows:

*Capital letters or bold & italic numbers indicate new material added to existing law; dashes through words or numbers indicate deletions from existing law and such material is not part of the act.*

PART 5  
MANAGEMENT OF PLASTIC PRODUCTS

**25-17-501. Short title.** THE SHORT TITLE OF THIS PART 5 IS THE "PLASTIC POLLUTION REDUCTION ACT".

**25-17-502. Legislative declaration.** THE GENERAL ASSEMBLY FINDS, DETERMINES, AND DECLARES THAT LIMITING THE USE OF SINGLE-USE PLASTIC CARRYOUT BAGS AND EXPANDED POLYSTYRENE PRODUCTS WILL MITIGATE THE HARMFUL EFFECTS ON OUR STATE'S NATURAL RESOURCES AND OUR ENVIRONMENT THAT RESULT FROM DISPOSING OF THESE PRODUCTS IN OUR LANDFILLS.

**25-17-503. Definitions - rules.** AS USED IN THIS PART 5, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(1) (a) "CARRYOUT BAG" MEANS A BAG THAT IS FURNISHED TO A CUSTOMER AT A STORE OR RETAIL FOOD ESTABLISHMENT AT THE POINT OF SALE FOR USE BY THE CUSTOMER TO TRANSPORT OR CARRY PURCHASED ITEMS.

(b) "CARRYOUT BAG" DOES NOT INCLUDE:

(I) A BAG MADE OF PAPER WHEN THE PAPER HAS A BASIS WEIGHT OF THIRTY POUNDS OR LESS;

(II) A BAG THAT A PHARMACY PROVIDES TO A CUSTOMER PURCHASING PRESCRIPTION MEDICATION;

(III) A BAG THAT A CUSTOMER USES INSIDE A STORE TO:

(A) PACKAGE LOOSE OR BULK ITEMS, SUCH AS FRUITS, VEGETABLES, NUTS, GRAINS, CANDY, OR GREETING CARDS; NAILS, BOLTS, SCREWS, OR OTHER SMALL HARDWARE ITEMS; LIVE INSECTS, FISH, CRUSTACEANS, MOLLUSKS, OR OTHER SMALL SPECIES; AND BULK SEED, BULK LIVESTOCK FEED, OR BULK PET FEED;

(B) CONTAIN OR WRAP FROZEN FOODS, MEAT, SEAFOOD, FISH, FLOWERS, POTTED PLANTS, OR OTHER ITEMS THAT, IF THEY WERE TO COME

IN CONTACT WITH OTHER ITEMS, COULD DAMPEN OR CONTAMINATE THE OTHER ITEMS; OR

(C) CONTAIN UNWRAPPED PREPARED FOODS OR BAKERY GOODS; OR

(IV) A LAUNDRY, DRY CLEANING, OR GARMENT BAG.

(2) "CONTAINER" MEANS A RECEPTACLE UPON WHICH OR INSIDE WHICH FOOD MAY BE PLACED FOR CONSUMPTION, WHETHER OR NOT THE RECEPTACLE CAN BE FULLY CLOSED. "CONTAINER" INCLUDES HINGED FOOD CONTAINERS, PLATES, BOWLS, CUPS, AND TRAYS.

(3) "EXPANDED POLYSTYRENE" MEANS BLOWN POLYSTYRENE, COMMONLY KNOWN AS STYROFOAM™, AND ANY OTHER EXPANDED OR EXTRUDED FOAM CONSISTING OF THERMOPLASTIC PETROCHEMICAL MATERIALS UTILIZING A STYRENE MONOMER AND PROCESSED BY TECHNIQUES THAT MAY INCLUDE:

(a) FOR EXPANDABLE BEAD POLYSTYRENE, FUSION OF POLYMER SPHERES;

(b) INJECTION MOLDING;

(c) FOAM MOLDING; AND

(d) FOR EXTRUDED FOAM POLYSTYRENE, EXTRUSION BLOW MOLDING.

(4) (a) "FOOD" MEANS ANY RAW, COOKED, OR PROCESSED EDIBLE SUBSTANCE, ICE, BEVERAGE, OR INGREDIENT USED OR INTENDED FOR USE OR FOR SALE, IN WHOLE OR IN PART, FOR HUMAN CONSUMPTION.

(b) "FOOD" DOES NOT INCLUDE A DRUG, AS THAT TERM IS DEFINED IN SECTION 25-5-402 (9).

(5) "PLASTIC" MEANS A SYNTHETIC MATERIAL MADE FROM LINKING MONOMERS THROUGH A CHEMICAL REACTION TO CREATE A POLYMER CHAIN THAT CAN BE MOLDED OR EXTRUDED AT HIGH HEAT INTO VARIOUS SOLID FORMS THAT RETAIN THEIR DEFINED SHAPES DURING THEIR LIFE CYCLE AND AFTER DISPOSAL.



(6) "POINT OF SALE" MEANS A CHECK-OUT STAND, CASH REGISTER, OR OTHER POINT AT WHICH A SALES TRANSACTION OCCURS IN A STORE OR RETAIL FOOD ESTABLISHMENT OR, FOR PRODUCTS THAT ARE ORDERED REMOTELY FROM A STORE OR RETAIL FOOD ESTABLISHMENT AND DELIVERED, THE LOCATION WHERE THE PRODUCTS ARE DELIVERED.

(7) "READY-TO-EAT FOOD" MEANS FOOD THAT IS COOKED OR OTHERWISE PREPARED IN ADVANCE FOR IMMEDIATE CONSUMPTION.

(8) "RECYCLED PAPER CARRYOUT BAG" MEANS A CARRYOUT BAG MADE FROM ONE HUNDRED PERCENT:

(a) RECYCLED MATERIAL; OR

(b) OTHER POST-CONSUMER CONTENT.

(9) (a) "RETAIL FOOD ESTABLISHMENT" HAS THE MEANING SET FORTH IN SECTION 25-4-1602 (14) EXCEPT AS PROVIDED IN SUBSECTION (9)(b) OF THIS SECTION.

(b) "RETAIL FOOD ESTABLISHMENT" DOES NOT INCLUDE FARMERS MARKETS AND ROADSIDE MARKETS AS DESCRIBED IN SECTION 25-4-1602 (14)(j).

(10)(a) "REUSABLE CARRYOUT BAG" MEANS A CARRYOUT BAG THAT IS DESIGNED AND MANUFACTURED FOR AT LEAST ONE HUNDRED TWENTY-FIVE USES, CAN CARRY AT LEAST TWENTY-TWO POUNDS OVER A DISTANCE OF ONE HUNDRED SEVENTY-FIVE FEET, HAS STITCHED HANDLES, AND IS MADE OF CLOTH, FIBER, OR OTHER FABRIC OR A RECYCLED MATERIAL SUCH AS POLYETHYLENE TEREPHTHALATE (PET).

(b) "REUSABLE CARRYOUT BAG" DOES NOT INCLUDE BAGS MADE OF BIOLOGICALLY BASED POLYMERS SUCH AS CORN OR OTHER PLANT SOURCES; EXCEPT THAT A CARRYOUT BAG MADE OF HEMP IS A REUSABLE CARRYOUT BAG IF IT IS DESIGNED AND MANUFACTURED IN ACCORDANCE WITH SUBSECTION (10)(a) OF THIS SECTION.

(11) "SCHOOL" HAS THE MEANING SET FORTH IN SECTION 23-3.9-101 (6).

(12) (a) "SINGLE-USE PLASTIC CARRYOUT BAG" MEANS A CARRYOUT BAG THAT IS A SINGLE-USE PLASTIC PRODUCT MADE PREDOMINANTLY OF PLASTIC DERIVED FROM NATURAL GAS, PETROLEUM, OR A BIOLOGICALLY BASED SOURCE, SUCH AS CORN OR OTHER PLANT SOURCES, AND THAT IS PROVIDED TO A CUSTOMER AT THE POINT OF SALE.

(b) "SINGLE-USE PLASTIC CARRYOUT BAG" DOES NOT INCLUDE A REUSABLE CARRYOUT BAG.

(13) "SMALL STORE" MEANS A STORE THAT OPERATES SOLELY IN COLORADO, HAS THREE OR FEWER LOCATIONS IN THE STATE, AND IS NOT PART OF A FRANCHISE, CORPORATION, OR PARTNERSHIP THAT HAS PHYSICAL LOCATIONS OUTSIDE OF COLORADO.

(14) (a) "STORE" MEANS, EXCEPT AS PROVIDED IN SUBSECTION (14)(c) OF THIS SECTION, A GROCERY STORE, SUPERMARKET, CONVENIENCE STORE, LIQUOR STORE, DRY CLEANER, PHARMACY, DRUG STORE, CLOTHING STORE, OR OTHER TYPE OF RETAIL ESTABLISHMENT AT WHICH CARRYOUT BAGS ARE TRADITIONALLY PROVIDED TO CUSTOMERS.

(b) "STORE" INCLUDES A FARMERS' MARKET, ROADSIDE MARKET OR STAND, FESTIVAL, OR OTHER TEMPORARY VENDOR OR EVENT THAT INCLUDES TEMPORARY VENDORS.

(c) "STORE" DOES NOT INCLUDE A SMALL STORE.

**25-17-504. Restrictions on use of single-use plastic carryout bag - inventory exception - repeal.** (1) SUBJECT TO SECTION 25-17-505 (1), ON AND AFTER JANUARY 1, 2024, A STORE OR RETAIL FOOD ESTABLISHMENT SHALL NOT PROVIDE A SINGLE-USE PLASTIC CARRYOUT BAG TO A CUSTOMER; EXCEPT THAT A RETAIL FOOD ESTABLISHMENT NEED NOT COMPLY WITH THIS SECTION IF THE RETAIL FOOD ESTABLISHMENT:

(a) PREPARES OR SERVES FOOD IN INDIVIDUAL PORTIONS FOR IMMEDIATE ON- OR OFF-PREMISES CONSUMPTION; AND

(b) IS NOT A GROCERY STORE OR CONVENIENCE STORE.

(2) (a) SUBJECT TO THE CARRYOUT BAG FEE APPLIED TO SINGLE-USE PLASTIC CARRYOUT BAGS IN SECTION 25-17-505, A STORE OR RETAIL FOOD

ESTABLISHMENT MAY PROVIDE A SINGLE-USE PLASTIC CARRYOUT BAG TO A CUSTOMER ON OR BEFORE JUNE 1, 2024, IF THE SINGLE-USE PLASTIC CARRYOUT BAG WAS PART OF THE STORE'S OR RETAIL FOOD ESTABLISHMENT'S INVENTORY BEFORE JANUARY 1, 2024.

(b) THIS SUBSECTION (2) IS REPEALED, EFFECTIVE SEPTEMBER 1, 2024.

**25-17-505. Carryout bag fee - disposition of money - repeal.**

(1) (a) ON AND AFTER JANUARY 1, 2023, AND BEFORE JANUARY 1, 2024, A STORE MAY PROVIDE A CUSTOMER WITH ONE OR MORE RECYCLED PAPER CARRYOUT BAGS OR SINGLE-USE PLASTIC CARRYOUT BAGS AT THE POINT OF SALE ONLY IF THE CUSTOMER PAYS A CARRYOUT BAG FEE OF TEN CENTS PER RECYCLED PAPER CARRYOUT BAG OR SINGLE-USE PLASTIC CARRYOUT BAG, OR A HIGHER FEE IF A MUNICIPALITY OR COUNTY IN WHICH THE STORE IS LOCATED RAISES THE FEE AMOUNT BY ORDINANCE OR RESOLUTION. FOR EACH CARRYOUT BAG FEE COLLECTED PURSUANT TO THIS SUBSECTION (1)(a), THE STORE SHALL:

(I) REMIT, IN ACCORDANCE WITH SUBSECTION (3)(d) OF THIS SECTION, SIXTY PERCENT TO THE MUNICIPALITY WITHIN WHICH THE STORE IS LOCATED OR, IF THE STORE IS NOT LOCATED WITHIN A MUNICIPALITY, TO THE COUNTY WITHIN WHICH THE STORE IS LOCATED, WHICH MUNICIPALITY OR COUNTY SHALL USE THE REMITTED FEE TO PAY:

(A) ITS ADMINISTRATIVE AND ENFORCEMENT COSTS INCURRED AS A RESULT OF THIS SECTION; AND

(B) FOR ANY RECYCLING, COMPOSTING, OR OTHER WASTE DIVERSION PROGRAMS AND RELATED OUTREACH AND EDUCATION ACTIVITIES; AND

(II) RETAIN FORTY PERCENT, WHICH PORTION OF THE FEE DOES NOT COUNT AS REVENUE FOR THE PURPOSE OF CALCULATING SALES TAX.

(b) THE CARRYOUT BAG FEE SET FORTH IN SUBSECTION (1)(a) OF THIS SECTION DOES NOT APPLY TO A CUSTOMER THAT PROVIDES EVIDENCE TO THE STORE THAT THE CUSTOMER IS A PARTICIPANT IN A FEDERAL OR STATE FOOD ASSISTANCE PROGRAM.

(c) THIS SUBSECTION (1) IS REPEALED, EFFECTIVE SEPTEMBER 1,

2024.

(2) (a) ON AND AFTER JANUARY 1, 2024, A STORE MAY PROVIDE A CUSTOMER WITH ONE OR MORE RECYCLED PAPER CARRYOUT BAGS AT THE POINT OF SALE ONLY IF THE CUSTOMER PAYS A CARRYOUT BAG FEE OF TEN CENTS PER RECYCLED PAPER CARRYOUT BAG, OR A HIGHER FEE IF A MUNICIPALITY OR COUNTY IN WHICH THE STORE IS LOCATED RAISES THE FEE AMOUNT BY ORDINANCE OR RESOLUTION. FOR EACH CARRYOUT BAG FEE COLLECTED PURSUANT TO THIS SUBSECTION (2), THE STORE SHALL:

(I) REMIT, IN ACCORDANCE WITH SUBSECTION (3)(d) OF THIS SECTION, SIXTY PERCENT TO THE MUNICIPALITY WITHIN WHICH THE STORE IS LOCATED OR, IF THE STORE IS NOT LOCATED WITHIN A MUNICIPALITY, TO THE COUNTY WITHIN WHICH THE STORE IS LOCATED, WHICH MUNICIPALITY OR COUNTY SHALL USE THE REMITTED FEE TO PAY:

(A) ITS ADMINISTRATIVE AND ENFORCEMENT COSTS INCURRED AS A RESULT OF THIS SECTION; AND

(B) FOR ANY RECYCLING, COMPOSTING, OR OTHER WASTE DIVERSION PROGRAMS AND RELATED OUTREACH AND EDUCATION ACTIVITIES; AND

(II) RETAIN FORTY PERCENT, WHICH PORTION OF THE FEE DOES NOT COUNT AS REVENUE FOR THE PURPOSE OF CALCULATING SALES TAX.

(b) THE CARRYOUT BAG FEE SET FORTH IN SUBSECTION (2)(a) OF THIS SECTION DOES NOT APPLY TO A CUSTOMER THAT PROVIDES EVIDENCE TO THE STORE THAT THE CUSTOMER IS A PARTICIPANT IN A FEDERAL OR STATE FOOD ASSISTANCE PROGRAM.

(c) (I) BEGINNING JANUARY 1, 2024, AND ENDING JUNE 1, 2024, A STORE MAY PROVIDE A CUSTOMER WITH A SINGLE-USE PLASTIC CARRYOUT BAG AT THE POINT OF SALE FOR THE CARRYOUT BAG FEE DESCRIBED IN SUBSECTION (2)(a) OF THIS SECTION ONLY IF THE SINGLE-USE PLASTIC CARRYOUT BAG IS WITHIN THE STORE'S REMAINING INVENTORY PURSUANT TO SECTION 25-17-504 (2)(a). THE STORE SHALL REMIT THE FEE COLLECTED PURSUANT TO THIS SUBSECTION (2)(c) IN ACCORDANCE WITH SUBSECTION (2)(a) OF THIS SECTION.

(II) THIS SUBSECTION (2)(c) IS REPEALED, EFFECTIVE JULY 1, 2024.

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(3) IN PROVIDING CARRYOUT BAGS FOR A FEE PURSUANT TO THIS SECTION, A STORE SHALL:

(a) FOR EACH CUSTOMER PROVIDED A CARRYOUT BAG FOR A FEE, PROVIDE ON THE CUSTOMER'S TRANSACTION RECEIPT A RECORD OF THE NUMBER OF CARRYOUT BAGS PROVIDED AS PART OF THE TRANSACTION AND THE TOTAL AMOUNT OF FEES CHARGED FOR THE CARRYOUT BAGS PROVIDED, ITEMIZED BY TYPE OF CARRYOUT BAG;

(b) NOT REFUND TO THE CUSTOMER ANY PORTION OF THE CARRYOUT BAG FEE, EITHER DIRECTLY OR INDIRECTLY, OR ADVERTISE OR OTHERWISE CONVEY TO CUSTOMERS THAT ANY PORTION OF THE CARRYOUT BAG FEE WILL BE REFUNDED;

(c) CONSPICUOUSLY DISPLAY A SIGN IN A LOCATION INSIDE OR OUTSIDE THE STORE, WHICH SIGN ALERTS CUSTOMERS ABOUT THE CARRYOUT BAG FEE; AND

(d) (I) ON A QUARTERLY BASIS STARTING APRIL 1, 2024, REMIT FROM THE TOTAL AMOUNT OF CARRYOUT BAG FEES COLLECTED IN THE PREVIOUS QUARTER THE AMOUNT THAT IS OWED TO THE MUNICIPALITY OR COUNTY:

(A) TO THE FINANCE DEPARTMENT OR DIVISION OR EQUIVALENT AGENCY OF THE MUNICIPALITY WITHIN WHICH THE STORE IS LOCATED; OR

(B) IF THE STORE IS NOT LOCATED WITHIN A MUNICIPALITY, TO THE FINANCE DEPARTMENT OR DIVISION OR EQUIVALENT AGENCY OF THE COUNTY WITHIN WHICH THE STORE IS LOCATED.

(II) A STORE NEED NOT REMIT CARRYOUT BAG FEES COLLECTED IN ANY QUARTER IN WHICH THE COLLECTED FEES TOTAL LESS THAN TWENTY DOLLARS. THE STORE SHALL RETAIN THOSE COLLECTED FEES UNTIL THE STORE HAS MORE THAN TWENTY DOLLARS WORTH OF COLLECTED FEES TO REMIT AND SHALL REMIT THOSE FEES AS PART OF THE NEXT QUARTERLY REMITTANCE.

**25-17-506. Prohibition on use of expanded polystyrene food containers.** (1) EXCEPT AS PROVIDED IN SUBSECTION (2) OF THIS SECTION, EFFECTIVE JANUARY 1, 2024, A RETAIL FOOD ESTABLISHMENT SHALL NOT DISTRIBUTE AN EXPANDED POLYSTYRENE PRODUCT FOR USE AS A CONTAINER

FOR READY-TO-EAT FOOD IN THIS STATE.

(2) IF A RETAIL FOOD ESTABLISHMENT PURCHASED EXPANDED POLYSTYRENE PRODUCTS BEFORE JANUARY 1, 2024, THE RETAIL FOOD ESTABLISHMENT MAY DISTRIBUTE ANY REMAINING INVENTORY OF THE EXPANDED POLYSTYRENE PRODUCTS THEN PURCHASED FOR USE AS CONTAINERS FOR READY-TO-EAT FOOD IN THIS STATE UNTIL THE INVENTORY IS DEPLETED.

**25-17-507. Enforcement - possible penalties.** (1) (a) EXCEPT AS PROVIDED IN SUBSECTIONS (1)(b) AND (1)(c) OF THIS SECTION, A LOCAL GOVERNMENT MAY ENFORCE A VIOLATION OF THIS PART 5 AGAINST A STORE OR RETAIL FOOD ESTABLISHMENT THAT IS LOCATED WITHIN THE BOUNDARIES OF THE LOCAL GOVERNMENT IN THE MANNER THAT THE LOCAL GOVERNMENT CHOOSES.

(b) (I) A COUNTY THAT CHOOSES TO ENFORCE A VIOLATION OF THIS PART 5 AGAINST A STORE OR RETAIL FOOD ESTABLISHMENT LOCATED WITHIN THE UNINCORPORATED BOUNDARIES OF THE COUNTY MAY SEEK INJUNCTIVE RELIEF AGAINST THE STORE OR RETAIL FOOD ESTABLISHMENT OR MAY ASSESS THE FOLLOWING CIVIL PENALTIES AGAINST THE STORE OR RETAIL FOOD ESTABLISHMENT:

(A) UP TO FIVE HUNDRED DOLLARS FOR A SECOND VIOLATION; OR

(B) UP TO ONE THOUSAND DOLLARS FOR A THIRD OR SUBSEQUENT VIOLATION.

(II) A COUNTY THAT CHOOSES TO ENFORCE A VIOLATION OF THIS PART 5 MAY BOTH SEEK INJUNCTIVE RELIEF AND IMPOSE A CIVIL PENALTY IN ACCORDANCE WITH THIS SUBSECTION (1)(b).

(c) A LOCAL GOVERNMENT SHALL NOT ENFORCE A VIOLATION OF THIS PART 5 AGAINST A RETAIL FOOD ESTABLISHMENT LOCATED WITHIN A SCHOOL.

(2) FOR PURPOSES OF THIS SECTION, EACH RETAIL SALES TRANSACTION IN WHICH A VIOLATION OF THIS PART 5 IS COMMITTED, REGARDLESS OF WHETHER MULTIPLE VIOLATIONS OF THIS PART 5 ARE COMMITTED IN ONE RETAIL SALES TRANSACTION, CONSTITUTES A SINGLE

VIOLATION OF THIS PART 5.

**25-17-508. Local government regulation - preemption.** ON AND AFTER JULY 1, 2024, A LOCAL GOVERNMENT MAY ENACT, IMPLEMENT, OR ENFORCE ANY ORDINANCE, RESOLUTION, RULE, OR CHARTER PROVISION THAT IS AS STRINGENT AS OR MORE STRINGENT THAN THIS PART 5.

**25-17-509. Exemption for medical products.** NOTHING IN THIS PART 5 PROHIBITS OR LIMITS THE USE OF ANY MATERIAL USED IN THE PACKAGING OF A PRODUCT THAT IS REGULATED AS A DRUG, MEDICAL DEVICE, OR DIETARY SUPPLEMENT BY THE FOOD AND DRUG ADMINISTRATION IN THE UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES UNDER THE "FEDERAL FOOD, DRUG, AND COSMETIC ACT", 21 U.S.C. SEC. 321 ET SEQ., AS AMENDED, OR ANY EQUIPMENT AND MATERIALS USED TO MANUFACTURE SUCH PRODUCTS.

**SECTION 3. Effective date.** This act takes effect upon passage; except that section 1 of this act takes effect July 1, 2024.

**SECTION 4. Safety clause.** The general assembly hereby finds,

determines, and declares that this act is necessary for the immediate preservation of the public peace, health, or safety.

\_\_\_\_\_  
Alec Garnett  
SPEAKER OF THE HOUSE  
OF REPRESENTATIVES

\_\_\_\_\_  
Leroy M. Garcia  
PRESIDENT OF  
THE SENATE

\_\_\_\_\_  
Robin Jones  
CHIEF CLERK OF THE HOUSE  
OF REPRESENTATIVES

\_\_\_\_\_  
Cindi L. Markwell  
SECRETARY OF  
THE SENATE

APPROVED \_\_\_\_\_  
(Date and Time)

\_\_\_\_\_  
Jared S. Polis  
GOVERNOR OF THE STATE OF COLORADO





## CITY COUNCIL ACTION FORM

<b>DEPARTMENT</b> City Attorney	<b>PRESENTED BY</b> Nina P. Williams - City Attorney	<b>DATE</b> 2/21/23
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**ITEM**

Ordinance 2023-05, Amending Chapter 16 of the Salida Municipal Code (“the Code”) regarding small cell facilities to establish a procedure for the application, review, and siting of small cell facilities.

**BACKGROUND**

In September of 2018 the Federal Communications Commission (FCC) adopted a declaratory ruling and order (“Small Cell Order”) that limited the ability of local governments to regulate the siting and placement of Small Cell Facilities. In addition to limiting local governments’ ability to regulate the actual siting and placement, the Small Cell Order also limited the recovery of fees and costs and went on to establish a presumptively valid fee schedule.

The Small Cell Order is slightly in conflict with the state statutes, so to create clarity for the City, the amendments are proposed.

Within the attached Ordinance are the proposed amendments to Chapter 16 of the Code, as it relates to creating a procedure for the application, review and siting of small cell facilities and the variance approval criteria.

**FISCAL NOTE:**

There is no fiscal impact associated with Ordinance No. 2023-05.

**STAFF RECOMMENDATION** The City Attorney recommends approval of Ordinance No. 2023-05, Amending Chapter 16 of the Salida Municipal Code regarding small cell facilities to establish a procedure for the application, review, and siting of small cell facilities.

**SUGGESTED MOTION**

A City Councilmember should state, “I move to approve Ordinance 2023-05 on first reading and set the second reading and public hearing for March 7, 2023.”

**CITY OF SALIDA, COLORADO**  
**ORDINANCE NO. 05**  
**(Series of 2023)**

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA,  
COLORADO AMENDING CHAPTER 16 OF THE SALIDA MUNICIPAL CODE,  
REGARDING SMALL CELL FACILITIES, TO ESTABLISH A PROCEDURE FOR  
THE APPLICATION, REVIEW, AND SITING OF SMALL CELL FACILITIES**

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

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

**WHEREAS**, pursuant to C.R.S. § 31-23-301, the City possesses the authority to regulate and restrict the height, size, location, and uses of buildings and other structures in furtherance of the public health, safety, and welfare;

**WHEREAS**, the City Council finds it desirable and prudent to regulate the siting of Small Cell Facilities to provide for managed development, installation, maintenance, modification, and removal of Small Cell Facilities that is consistent with the City’s mountain town character and to protect the health, safety, and welfare of the public;

**WHEREAS**, at the same time, the City Council recognizes the importance of modern, reliable wireless connectivity for its residents and endeavors to not unreasonably or materially inhibit the development of a competitive wireless communications marketplace in the City;

**WHEREAS**, Small Cell Facilities, which are necessary for the delivery of new and evolving wireless technologies, provide network coverage to a smaller area than previous wireless technologies and, as such, must be deployed in greater numbers, often within the public right-of-way;

**WHEREAS**, pursuant to C.R.S. § 29-27-404(3), the siting, construction, and operation of Small Cell Facilities is a permitted use by right in any zone, subject to the exercise of local police powers;

**WHEREAS**, on September 26, 2018, the Federal Communications Commission (the “FCC”) adopted a Declaratory Ruling and Order (“Small Cell Order”) limiting the ability of local governments to regulate the siting and placement of Small Cell Facilities;

**WHEREAS**, the FCC Small Cell Order provided that local governments cannot “materially inhibit” the deployment of Small Cell Facilities;

**WHEREAS**, the FCC Small Cell Order provided that aesthetic standards adopted by local governments applicable to Small Cell Facilities must be reasonable and published in advance;

**WHEREAS**, the FCC Small Cell Order established “shot clocks” limiting the amount of time that local governments have to respond to Small Cell Facility applications, which in some respects conflict with the shot clocks for Small Cell Facilities established under C.R.S. § 29-27-403;

**WHEREAS**, the FCC Small Cell Order provided that local fees associated with the deployment of Small Cell Facilities must be limited to recovery of a regulatory entity’s actual costs, and established a presumptively valid fee schedule;

**WHEREAS**, pursuant to the Middle Class Tax Relief and Job Creation Act of 2012, the FCC, in an Order dated May 19, 2020 (“6409 Order”), promulgated specific regulations for applications for Wireless Communications Facilities that qualify as Eligible Facilities Requests, as that term is defined in the 6409 Order;

**WHEREAS**, some applications for Small Cell Facilities may qualify as Eligible Facilities Requests;

**WHEREAS**, pursuant to 47 U.S.C. 332(c)(7)(B)(i), local governments cannot regulate the placement, construction, or modification of any Wireless Communications Facility, including Small Cell Facilities, on the basis of the environmental effects of radio frequency emissions; and

**WHEREAS**, the City Council finds it desirable and appropriate, and in the best interest of the general health, safety, and welfare of its residents to amend Chapter 16 of the Salida Municipal Code (the “Code”), by creating a new Article XIV, as it relates to the establishment of procedures for the application, review, and siting of Small Cell Facilities.

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

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

**Section 2.** Section 16-1-80 of the Code, concerning definitions for the Land Use Code, is hereby amended to read as follows:

This Article defines words, terms and phrases contained within this Land Use Code. The following terms shall have the following meanings when used in this Land Use Code:

*Base Station* means a structure or equipment at a fixed location that enables FCC-licensed or authorized wireless communications between user equipment and a communications network. The definition of Base Station does not include or encompass a Tower as defined herein or any equipment associated with a Tower. Base Station does include, without limitation:

- a. Equipment associated with wireless communications services such as private broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul that, at the time the relevant application is filed with the City, has been reviewed and approved under the applicable zoning or siting process, or under another State or local regulatory review process, even if the structure was not built for the sole or primary purpose of providing such support.

b. Radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplied, and comparable equipment, regardless of technological configuration (including Distributed Antenna Systems (“DAS”) and small-cell networks) that, at the time the relevant application is filed with the City, has been reviewed and approved under the applicable zoning or siting process, or under another state or local regulatory review process, even if the structure was not built for the sole or primary purpose of providing such support.

*Camouflage or Camouflage Design Techniques* means measures used in the design and siting of WCFs with the intent to minimize or eliminate the visual impact of such facilities to surrounding uses. A WCF site utilizes Camouflage Design Techniques when it (i) is integrated as an architectural feature of an existing structure, or (ii) is integrated in an outdoor fixture such as a flagpole, while still appearing to some extent as a WCF. This definition does not include Concealment Design Techniques where a facility is designed to look like something other than a WCF.

*Concealment or Concealment Design Techniques* means utilization of elements of stealth design in a facility such that the facility looks like something other than a WCF. Concealment can further include a design which mimics and is consistent with the nearby natural or architectural features (such as an artificial tree), is incorporated into existing permitted facilities (such as being attached to the exterior of such facility and painted to match it), or replaces existing permitted facilities (such as traffic signs or freestanding light standards) so that the presence of the WCF is not apparent. This definition does not include conditions that merely minimize visual impact but do not incorporate Concealment Design Techniques such that the facility looks like something other than a WCF.

*Eligible Facilities Request* means any request for modification of an existing Tower or Base Station that does not Substantially Change the physical dimensions of such Tower or Base Station involving:

- a. Collocation of new Transmission Equipment;
- b. Removal of Transmission Equipment; or
- c. Replacement of Transmission Equipment.

A request for modification of an Existing Tower or Base Station that does not comply with the generally applicable building, structural, electrical, and safety codes or with other laws codifying objective standards reasonably related to health and safety, or does not comply with any relevant federal requirements, is not an Eligible Facilities Request.

*Eligible Support Structure* means any Tower or Base Station as defined herein, provided that it is existing at the time the relevant application is filed with the City.

*Small cell facility* means a wireless service facility that meets both of the following qualifications:

- a. Each antenna is located inside an enclosure of no more than three (3) cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than three (3) cubic feet; and

b. Primary equipment enclosures are no larger than seventeen (17) cubic feet in volume as measured on the exterior surface of the enclosure. The following associated equipment may be located outside of the primary equipment enclosure and, if so located, is not included in the calculation of equipment volume: Electric meter, concealment, telecommunications demarcation box, ground-based enclosures, back-up power systems, grounding equipment, power transfer switch, and cut-off switch.

*Substantial Change* means a modification substantially changes the physical dimensions of an Eligible Support Structure if, after the modification, the structure meets any of the following criteria:

- a. For Towers, other than Towers in the right-of-way, it increases the height of the Tower by more than ten (10) percent or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty (20) feet, whichever is greater, as measured from the top of an existing antenna to the bottom of a proposed new antenna; for other Eligible Support Structures, including Towers in the right-of-way, it increases the height of the structure by more than ten (10) percent or more than ten (10) feet, whichever is greater, as measured from the top of an existing antenna to the bottom of a proposed new antenna;
- b. For Towers, it involves adding an appurtenance to the body of the Tower that would protrude from the edge of the Tower more than twenty (20) feet, or more than the width of the Tower structure at the level of the appurtenance, whichever is greater; for Eligible Support Structures, it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six (6) feet;
- c. For any Eligible Support Structure, it involves installation of more than the standard number of new equipment cabinets for the technology involved, as determined on a case-by-case basis based on the location of the Eligible Support Structure but not to exceed four (4) cabinets per application; or for Base Stations, it involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than ten (10) percent larger in height or overall volume than any other ground cabinets associated with the structure;
- d. For any Eligible Support Structure, it entails any excavation or deployment outside the current site;
- e. For any Eligible Support Structure, it would defeat the Concealment elements of the Eligible Support Structure by causing a reasonable person to view the structure's intended stealth design as no longer effective;
- f. For any Eligible Support Structure, it does not comply with the conditions associated with the siting approval of the construction or modification of the Eligible Support Structure or Base Station equipment, unless the non-compliance is due to an increase in height, increase in width, addition of cabinets, or new excavation that would not exceed the thresholds identified in paragraphs (a), (b), and (c) of this definition.

For purposes of determining whether a Substantial Change exists, changes in height are measured from the original support structure in cases where deployments are or will be separated horizontally, such as on building rooftops; in other circumstances, changes in height are measured from the dimensions of the Tower or Base Station.

*Tower* means any structure that is designed and built for the sole or primary purpose of supporting any FCC-licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site. The term includes radio and television transmission towers, self-supporting lattice towers, guy towers, monopoles, microwave towers, common carrier towers, cellular telephone towers, and other similar facilities. Small Cell Facilities in rights-of-way are not Towers.

*Transmission Equipment* means equipment that facilitates transmission for any FCC licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supply. The term includes equipment associated with wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

*Wireless Communications Facility or WCF* means a facility used to provide personal wireless services as defined in 47 U.S.C. 332(c)(7)(C); or wireless information services provided to the public or to such classes of users as to be effectively available directly to the public via licensed or unlicensed frequencies; or wireless utility monitoring and control services. A WCF does not include a facility entirely enclosed within a permitted building where the installation does not require a modification of the exterior of the building; nor does it include a device attached to a building used for serving that building only. A WCF includes antennas (including without limitation, directions, omni-directions, and parabolic antennas), Base Stations, Transmission Equipment, Small Cell Facilities, Towers, and support equipment. It does not include the support structure to which the WCF or its components are attached if the use of such structures for WCFs is not the primary use. The term does not include mobile transmitting devices used by wireless service subscribers, such as vehicle or handheld radios and their associated transmitting antennas.

**Section 3.** Chapter 16, Article XIV of the Code, concerning small cell facilities, is hereby created to read as follows:

## **ARTICLE XIV. - SMALL CELL FACILITIES**

### **Sec. 16-14-10. - Purpose.**

The purpose of this Article is to regulate the placement, construction, and modification of Small Cell Facilities to protect the health, safety, and welfare of the public and to provide for managed development, installation, maintenance, modification, and removal of Small Cell Facilities that is consistent with the City's mountain town character, while at the same time not unreasonably interfering with or materially inhibiting the development of a competitive wireless communications marketplace in the City.

**Sec. 16-14-20. - Scope and applicability.**

No person shall construct a Small Cell Facility in the City except in compliance with the provisions of this Article. Wireless communications providers shall request permission to locate Small Cell Facilities or modify existing Small Cell Facilities pursuant to the requirements of this Article. The siting, mounting, placement, construction, and operation of Small Cell Facilities is a permitted use by right in any zone, provided that the conditions of this Article are satisfied.

**Sec. 16-14-30. - Procedures for review.**

(a) Small Cell Facilities - Generally. No new Small Cell Facility shall be constructed except after a written request from an applicant, reviewed and approved by the City in accordance with the procedures set forth in this subsection (a), unless eligible for review as an Eligible Facilities Request as set forth in subsection (b).

(1) Within ten (10) business days of receipt of an application for a new Small Cell Facility, the Administrator shall provide written comments to the applicant determining completeness of the application and setting forth any modifications required to complete the application to bring the proposal into full compliance with the requirements of this Article.

a. To toll the timeframe for incompleteness, the City must provide written notice to the applicant within ten (10) business days of receipt of the application, specifically delineating all missing documents or information required in the application.

b. The timeframe for review resets to zero (0) when the applicant makes a supplemental written submission in response to the City's notice of incompleteness.

c. Following a supplemental submission, the City will notify the applicant within ten (10) business days whether the supplemental submission provided the information identified in the original notice delineating missing information. If the application remains incomplete, the timeframe is tolled pursuant to the procedures identified in the foregoing paragraphs. In the case of a second or subsequent notice of incompleteness, the City may not specify missing information or documents that were not delineated in the original notice of incompleteness.

(2) Subject to tolling, the City shall approve or deny an application for a new Small Cell Facility within ninety (90) calendar days of the date on which the City receives such an application.

(b) Small Cell Facilities - Eligible Facilities Requests. No collocation of a Small Cell Facility nor modification to any existing Small Cell Facility shall occur except after a written request from an applicant, reviewed and approved by the City in accordance with the procedures for Eligible Facilities Requests set forth in this subsection (b).

(1) Upon receipt of an application for an Eligible Facilities Request, the City shall review such application to determine whether the application so qualifies. An application for an Eligible Facilities Request does not qualify as such if the modification would result in a Substantial Change to an Eligible Support Structure or would violate a generally applicable building,

structural, electrical, or safety code or other law codifying objective standards reasonably related to public health and safety.

(2) Subject to tolling, the City shall approve an Eligible Facilities Request within sixty (60) calendar days of the date on which the City receives such an application, unless it determines that the request is not properly classified as an Eligible Facilities Request. The sixty (60) calendar day review period begins to run when the application is filed with the City, and may be tolled by mutual agreement of the City and the applicant or where the City determines that the application is incomplete, as follows:

a. To toll the timeframe for incompleteness, the City must provide written notice to the applicant within thirty (30) calendar days of receipt of the application, specifically delineating all missing documents or information required in the application;

b. Upon notice of incompleteness to the applicant, the timeframe for review pauses. The timeframe for review begins running again, but does not reset to zero (0), when the applicant makes a supplemental written submission in response to the City's notice of incompleteness; and

c. Following a supplemental submission, the City will notify the applicant within ten (10) calendar days that the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in the foregoing paragraphs. In the case of a second or subsequent notice of incompleteness, the City may not specify missing documents or information that were not delineated in the original notice of incompleteness.

(3) In the event the City fails to act on an Eligible Facilities Request within the timeframe for review (accounting for any tolling), the request shall be deemed granted. The deemed grant of approval becomes effective when the applicant notifies the City in writing after the review period has expired (accounting for any tolling) that the application has been deemed granted.

(c) The Administrator shall be the final approval authority for all Small Cell Facilities and Eligible Facilities Requests and, upon approval, shall issue a permit to the applicant to deploy or modify a Small Cell Facility.

(d) Where an applicant seeks approval for more than one (1) Small Cell Facility, the City shall allow the applicant, at the applicant's discretion, to file a consolidated application for Small Cell Facilities and receive a single approval for multiple Small Cell Facilities in a consolidated application. For a consolidated application, each Small Cell Facility within the consolidated application remains subject to review for compliance with the requirements of this Article. The denial of any individual Small Cell Facility is not a basis to deny the consolidated application as a whole or any other Small Cell Facility incorporated within the consolidated application.

(e) The Administrator may apply reasonable conditions to the approval of a Small Cell Facility application or an Eligible Facilities Request to ensure conformance with applicable design criteria or to advance a legitimate City interest related to health, safety, or welfare, except where the City's authority is limited with respect to Eligible Facilities Requests.



(f) The approval under this Article for any Small Cell Facility expires if the Small Cell Facility is not established within one (1) year of the approval or if it is abandoned or unused for a period of six (6) months.

**Sec. 16-14-40. - Application contents; fees.**

(a) An application for a Small Cell Facility or an Eligible Facilities Request shall include the following information and materials:

(1) The applicant's name, address, and telephone number and the name, address, and telephone number of any representative authorized to act on behalf of the applicant.

(2) A description of the property on which the Small Cell Facility is proposed for development.

(3) A disclosure of the ownership of the property on which the Small Cell Facility is proposed for development, and a demonstration of the applicant's right to install a Small Cell Facility on such property.

(4) An eight and one-half (8½) inches by eleven (11) inches vicinity map locating the subject property within the City.

(5) A written description of the proposal and a written explanation of how the proposed Small Cell Facility complies with the requirements for Small Cell Facilities or, if applicable, Eligible Facilities Requests.

(6) A signed statement from a qualified radio frequency engineer, certifying that a technical evaluation of proposed Small Cell Facility indicates no potential interference problems and that the site will comply with all applicable regulations for radio frequency emissions promulgated by the FCC.

(7) A signed statement from the applicant certifying the accuracy of the information contained in the application.

(b) An applicant for a Small Cell Facility or Eligible Facilities Request shall pay the required fees as set forth in the City's fee schedule. An application submitted without the required fees shall be deemed incomplete.

(c) All applications are public records and the information contained therein is subject to disclosure, except such information that is protected from public disclosure by applicable law.

**Sec. 16-14-50. - Design standards.**

Small Cell Facilities shall conform to the following design standards:

(1) Trees. Existing trees shall be preserved to the maximum extent possible.

(2) Height limitation. The maximum height of any Small Cell Facility shall either not exceed

the maximum structure height established for the zoning district in which the facility is to be located or not extend beyond five (5) feet taller than any other utility poles or traffic signals within five hundred (500) feet of the proposed Small Cell Facility located within the same zone district.

(3) Camouflage/concealment required. Small Cell Facilities shall, to the maximum extent possible, use Concealment Design Techniques, such as incorporating the facility into the built environment, using a pole painted a color consistent with other utility poles in the vicinity (with all antennas and related equipment located within the pole structure), or replacing existing permitted facilities with Small Cell Facilities located within the replaced poles, so that the presence of the Small Cell Facility is not apparent. Where Concealment Design Techniques are not possible, Small Cell Facilities shall utilize Camouflage Design Techniques. Camouflage Design Techniques include, but are not limited to using materials, colors, textures, screening, undergrounding, landscaping, or other design options that will blend the site to the surrounding natural setting and built environment.

(4) Non-reflective materials. The visible exterior surfaces of Small Cell Facilities, such as poles, antennas, vaults, and equipment enclosure structures shall be constructed out of or finished with non-reflective materials and shall be painted to match as closely as possible the color and texture of the vertical infrastructure on which it is mounted.

(5) Equipment vaults below grade. Except for equipment that is expressly permitted above grade for a Small Cell Facility, equipment vaults and other Transmission Equipment shall be placed below grade when located within the right-of-way. Such equipment may be placed above grade outside of the right-of-way, provided Concealment/Camouflage Design Techniques are utilized.

(6) Multiple users. To the extent practicable, all Small Cell Facilities shall be designed and constructed to permit such facilities to accommodate at least two (2) wireless service providers on the same facility.

(7) Separation. All stand-alone Small Cell Facilities located within the right-of-way shall be separated from other stand-alone Small Cell Facilities by a distance of at least six hundred (600) feet. In determining compliance with this separation requirement, the Administrator may consider approved and pending applications for other Small Cell Facilities.

(8) Residential property. When located adjacent to a residential property, a Small Cell Facility must be placed in front of the common side yard property line between adjoining residential properties. In the case of a corner lot, a Small Cell Facility must be placed in front of the common side yard property line adjoining residential properties or on the corner formed by two intersecting streets.

(9) Historic preservation. Any Small Cell Facility that is proposed for construction in a historic district shall be required to receive a certificate of approval pursuant to Chapter 16, Article XII, unless exempt pursuant to Section 16-12-100.

(10) Any other administratively approved Small Cell Facility design standards adopted by the Administrator.

**Sec. 16-14-60. - Operational standards.**

(a) Federal requirements. All Small Cell Facilities shall meet the current standards and regulations of the Federal Aviation Administration, the Federal Communications Commission, and any other agency of the federal government with the authority to regulate Small Cell Facilities. If such standards and regulations are changed, then the owners of the Small Cell Facility shall bring such facility into compliance with such revised standards and regulations within the time period mandated by the controlling federal agency. Failure to meet such revised standards and regulations shall constitute grounds for the removal of the Small Cell Facility at the applicant's expense.

(b) Radio frequency standards. All Small Cell Facilities shall comply with federal standards for radio frequency emissions.

(c) Signal interference. All Small Cell Facilities shall be designed and sited, consistent with applicable federal regulations, so as not to cause interference with the normal operation of radio, television, telephone, public safety communications, and other services utilized by adjacent residential and non-residential properties.

(d) Operation and maintenance. All Small Cell Facilities shall be maintained in compliance with standards contained in applicable local building and safety codes. If upon inspection, the City concludes that a Small Cell Facility fails to comply with such codes and constitutes a danger to persons or property, then the City may take any action with respect to such violation as provided by applicable law, including removal of the Small Cell Facility at the applicant's expense.

(e) Abandonment and removal. Any Small Cell Facility that is not used for a period of six (6) months or more shall be deemed to be abandoned. No applicant shall fail to remove a Small Cell Facility that is abandoned. If a Small Cell Facility applicant fails to remove an abandoned facility at the request of the Administrator, the City may remove the Small Cell Facility at the applicant's expense.

(f) Hazardous materials. No hazardous materials shall be permitted in association with Small Cell Facilities, except those necessary for the operation of Small Cell Facilities and only in accordance with all applicable laws governing such materials.

(g) Collocation. No Small Cell Facility applicant shall unreasonably exclude a communications competitor from using the same facility or location. Upon request by the Administrator, the applicant shall provide evidence explaining why collocation is not possible at a particular facility or location.

(h) Compliance with other laws. All Small Cell Facilities shall meet the requirements of the City design and construction standards, the requirements of Chapter 11, "Streets, Sidewalks and Public Property," and all other applicable local, state, and federal laws.

**Sec. 16-14-70. - Indemnification.**

As a condition of its permit, the applicant for any Small Cell Facility shall, at its sole cost and expense, indemnify, hold harmless and faithfully defend the City, its officials, boards,

commissions, commissioners, agents, and employees against any claims, suits, causes of action, proceedings, and judgments for damages or equitable relief arising out of the construction, maintenance, or operation of its equipment authorized by this Article. This indemnification requirement will apply whether the act or omission complained of is authorized, allowed, or prohibited by applicable law, except in cases where liability is solely caused by the negligence of the person or persons covered by the indemnity.

**Sec. 16-14-80. - Waiver.**

The Administrator shall have the authority to waive any requirement or standard set forth in this Article if the Administrator makes a determination that the specific requirement or standard is preempted by federal or state law. Prior to applying the waiver to any pending application, the Administrator shall, in consultation with the City Attorney, make a written preemption determination which written determination shall identify the specific requirement or standard that is being waived and cite to the specific federal or state law provision that preempts the specific City requirement or standard set forth in this Article.

**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 this 21st day of February, 2023, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation by the City Council on this 24th day of February, 2023, and set for second reading and public hearing on the 7th day of March, 2023.

INTRODUCED ON SECOND READING FINALLY ADOPTED and ORDERED PUBLISHED IN FULL, by the City Council on this \_\_\_ day of \_\_\_\_\_, 2023.

City of Salida

\_\_\_\_\_  
Mayor Dan Shore

ATTEST:

\_\_\_\_\_  
City Clerk/Deputy City Clerk



# CITY COUNCIL ACTION FORM

<b>DEPARTMENT</b> Planning	<b>PRESENTED BY</b> Kathryn Dunleavy - Planner	<b>DATE</b> February 21, 2023
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## ITEM

Resolution No. 2023-09 Approving the Amended Development Improvements; Subdivision Improvements; and Inclusionary Housing Agreement for the Holman Court PD and Major Subdivision.

## BACKGROUND

- The Holman Court Planned Development and Subdivision was approved by City Council on April 6, 2021 by Ordinance 2021-03 and contained 14 total units; 12 units at market rate and 2 units of inclusionary housing.
- The Holman Court Development Improvements; Subdivision Improvements; and Inclusionary Housing Agreement (SIA) was approved by the City Council with the adoption of Resolution 2021-23 on July 06, 2021. This SIA states in paragraph 7.1: “Developer hereby agrees to construct and deed restrict two (2) dwelling units which will be affordable to households earning 80% or less of the Area Median Income...”
- On March 18, 2022, City Council approved Ordinance 2022-05 amending Chapter 16, Article XIII, Inclusionary Housing of the Salida Municipal Code. That ordinance updated a number of criteria within Article XIII. The updates relevant to this request are:
  - Deed restricted unit requirement increased from 1 out of 8 units to 1 out of 6 units.
  - A broader array of deed restricted price levels could be utilized. Specifically, for-sale units could be offered up to 120% AMI, 140% AMI, and 160% AMI with the average across multiple units never going above 140% AMI.
  - Deed restricted units match the same for-sale vs. rental ratio as market rate units.

## REQUEST

The developer is requesting to modify their SIA to more closely align with the requirements of Ordinance 2022-05, rather than the requirements that were in effect at the time of their Planned Development and Subdivision approval.

A Planned Development is a negotiated agreement. As such, when the Holman Court PD and Major Subdivision went through the public hearing process at both Planning Commission and City Council, changes were made to the original proposal to increase the provision of inclusionary housing units from 100% of the code requirement to 114% of the code requirement.

The reasons supporting an increase to income levels for for-sale inclusionary housing units were detailed by the City during the discussion and subsequent approval of the updated Inclusionary Housing Ordinance 2022-05, approved approximately one year ago. With this proposed SIA amendment, staff has evaluated the proposal to determine if it provides parity with what was approved in the planned development. The charts below outline (1) the PD Approval, (2) how the PD



# CITY COUNCIL ACTION FORM

<b>DEPARTMENT</b> Planning	<b>PRESENTED BY</b> Kathryn Dunleavy - Planner	<b>DATE</b> February 21, 2023
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approval would strictly translate using the updated IH Code requirements, and (3) staff recommended modifications to better align with community needs:

(1)

<b>Original Holman Court Planned Development Approval:</b>			
A	Total Units In Development	14	
B	Code Required IH %:	12.50%	
C	Resulting #:	1.75	
D	Approved PD: IH Units Provided	2	Both at 80% AMI
E	% of Provided Units to Required Units:	114%	

(2)

<b>Strict Application of Updated IH Code with PD Approval:</b>			
F	Total Units In Development	14	
G	Code Required IH %:	16.67%	
H	Resulting #:	2.33	
I	(x) 114% for parity with current PD Approval (Line E)	2.67	
J	IH Units Provided:	2	1 unit @ 120% AMI; 1 unit @ 160% AMI
K	Remaining IH Fee-in-lieu:	0.67	+/- \$ 121,000

(3)

<b>STAFF RECOMMENDED ADJUSTMENT:</b>			
L	Total Units In Development	14	
M	Code Required IH %:	16.67%	
N	Resulting #:	2.33	
O	(x) 114% for parity with current PD Approval (Line E)	2.67	
P	IH Units Provided*	2	1 unit @ 120% AMI; 1 unit @ 140% AMI
Q	Remaining IH Fee-in-lieu*	0.33	+/- \$ 61,000
+ allow option for Developer to maintain ownership and rent the units, 1 @ 80% AMI and 1 @ 100% AMI			

\* The staff recommended adjustment reduces the maximum AMI of one for-sale unit from 160% to 140% to provide a better value for our workforce households. In exchange, staff recommends reducing the fee-in-lieu to 0.33 from 0.66, which keeps the total IH commitment at 2.33, or 16.67%.



# CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kathryn Dunleavy - Planner	February 21, 2023

Additionally, given the need for rental housing, staff recommends allowing the possibility that the Developer could choose to maintain ownership of one or both units and rent them. If only one unit were a rental, the maximum allowable rent would be for a household earning up to 80% AMI and if both units are rentals, the maximum rent for the second rental would be up to 100% AMI. In the case of one rental and one for-sale, the maximum AMI would be 80% for the rental and 120% for the for-sale unit.

### **STAFF RECOMMENDATION**

Staff recommends approval of the Amended Subdivision Improvements and Development Improvement Agreement for the Holman Court Subdivision.

### **SUGGESTED MOTION**

A council person should make the motion “I move to approve Resolution 2023-09 to approve the Amended Development Improvements; Subdivision Improvements; and Inclusionary Housing Agreement for the Holman Court PD and Major Subdivision.”

#### Attachments:

- Application Materials
- Resolution 2023-09
- Amended SIA for the Holman Court PD and Major Subdivision



# GENERAL DEVELOPMENT APPLICATION

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

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

- |  |   |
|--|---|
| <input type="checkbox"/> Annexation                      | <input type="checkbox"/> Administrative Review:<br>(Type) _____                               |
| <input type="checkbox"/> Pre-Annexation Agreement        |   |
| <input type="checkbox"/> Variance                        | <input checked="" type="checkbox"/> Limited Impact Review:<br>(Type) <u>SIA/DIA Amendment</u> |
| <input type="checkbox"/> Appeal Application              |   |
| <input type="checkbox"/> Certificate of Approval         | <input type="checkbox"/> Major Impact Review:<br>(Type) _____                                 |
| <input type="checkbox"/> Creative Sign Permit            |   |
| <input type="checkbox"/> Historic Landmark/District      | <input type="checkbox"/> Other: _____   |
| <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: Holman Court, LLC

Mailing Address: c/o Karp Neu Hanlon, P.C., P.O. Drawer 2030, Glenwood

Telephone Number: 970-384-2004 FAX: 970-945-7336

Email Address: wea@mountainlawfirm.com

Power of Attorney/ Authorized Representative: Wilton E. Anderson  
(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: Holman Court Major Subdivision

Street Address: Lots 1-7, Holman Court, Salida, CO

Legal Description: Lot \_\_\_\_\_ Block \_\_\_\_\_ Subdivision Holman Court (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 2/14/23  
 Signature of property owner \_\_\_\_\_ Date \_\_\_\_\_  
Wilton E. Anderson, attorney for applicant





[www.mountainlawfirm.com](http://www.mountainlawfirm.com)

*Glenwood Springs – Main Office*  
201 14<sup>th</sup> Street, Suite 200  
P. O. Drawer 2030  
Glenwood Springs, CO 81602

*Basalt*  
200 Basalt Center  
Suite 200  
Basalt, CO 81621

*Aspen*  
0133 Prospector Road  
Suite 4102-J  
Aspen, CO 81611

Wilton E. Anderson  
*Associate Attorney*

[wea@mountainlawfirm.com](mailto:wea@mountainlawfirm.com)

Direct: 970.384.2004  
Office: 970.945.2261  
Fax: 970.945.7336

*[\\*Direct Mail to Glenwood Springs](#)*

February 14, 2023

City of Salida Community Development Department  
c/o Kathryn Dunleavy, Planner  
448 E. 1<sup>st</sup> Street, #112  
Salida, CO 81201

*Sent via e-mail: [kathryn.dunleavy@cityofsalida.com](mailto:kathryn.dunleavy@cityofsalida.com)*

**RE: Application Narrative, Limited Impact Review, Holman Court Subdivision**

Dear Ms. Dunleavy:

Our client Holman Court, LLC (“Holman”) seeks approval of proposed amendments to the Development Improvements; Subdivision Improvements; and Inclusionary Housing Agreement recorded in Chaffee County, Colorado on July 9, 2021 at Reception No. 472148 (the “Agreement”), and the Restrictive Housing Covenant and Agreement, dated September 29, 2022 (the “Deed Restriction”). Specifically, Holman requests that the City of Salida (the “City”) approve amendments to the Agreement and the Deed Restriction that: (1) increase the Area Median Income (“AMI”) restriction applicable to the two affordable housing units within Holman Court Subdivision from 80%, to 120% for one unit and 140% for the other unit, to align with Salida Land Use Code § 16-13-60(a); and (2) increase the inclusionary housing unit requirement from 12.5% to 16.7% as provided in the Code § 16-13-20. Applying the 16.7% inclusionary housing requirement to the 14 Unit project will increase Holman’s inclusionary housing obligation from 1.75 to 2.33. As discussed in prior correspondence, Holman intends to pay the 0.33 fee in lieu of an alternative to dedicating a third affordable housing unit.

Increasing the AMI applicable to Holman Court under the Agreement and Restriction is necessary and appropriate because the current 80% AMI restriction drastically limits, and may eliminate, the pool of potential purchasers that qualify and are able to obtain financing. Increasing AMI restriction will more effectively promote the terms, purposes and conditions of the original PD Plan and the City’s inclusionary housing goals. Under the 80% AMI restriction, the maximum sale price for an affordable dwelling unit is estimated to be \$286,000, and an individual’s annual income must be less than \$45,000 to qualify. Generally, an individual making less than \$45,000 per year cannot secure financing necessary to purchase a \$286,000 property. Additionally, Holman is likely to lose more than \$200,000 on each affordable unit based on the maximum sale price and \$500,000 in estimated construction costs per unit. Under the circumstances, the 80% AMI restriction conflicts with the stated purpose of the Inclusionary Housing code provisions because it is not flexible enough for people that live or work in the City to qualify for affordable housing, and it gives little to no incentive for developers to create more affordable housing.

Page 2

To reiterate, Holman respectfully requests that the City approve amending the Agreement and the Deed Restriction to increase the AMI restriction applicable to sale prices and income qualifications to 120% for one affordable unit and 140% for the other affordable unit, and to increase the inclusionary housing requirement to 16.7%. to align with the recent Code amendments. If approved, Holman intends to pay the 0.33 fee in lieu in conjunction with finalizing and recording instruments necessary to document the proposed amendments.

Thank you for your consideration. Please do not hesitate to contact me with any questions or comments you may have regarding this matter.

Very truly yours,

KARP NEU HANLON, P.C.



Wilton E. Anderson

CC: Client; Nina Williams

**CITY OF SALIDA, COLORADO  
RESOLUTION NO. 2023-09  
(Series 2023)**

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

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

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

**WHEREAS**, on July 8, 2021 the City Council therefore approved Resolution 2021-23 to execute a Development Improvements; Subdivision Improvements; and Inclusionary Housing Agreement with Developer for the Holman Court Planned Development and Major Subdivision; and

**WHEREAS**, on March 18, 2022 the City Council approved Ordinance No. 2022-05 amending Section 16-13-20(g) of the Land Use Code, regrading inclusionary housing requirements, and

**WHEREAS**, approved Ordinance No 2022-05 acknowledges the need to increase the ratio of required deed-restricted units; to provide deed-restricted units across a greater diversity of incomes; and to differentiate income requirements between for-rent and for-sale units, and

**WHEREAS**, the Developer is requesting to modify their Agreement with the City to more closely align with the current inclusionary housing requirements of Section 16-13-20(g).

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

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

**RESOLVED, APPROVED AND ADOPTED on this 21<sup>st</sup> day of February, 2023.**

CITY OF SALIDA, COLORADO

\_\_\_\_\_  
Dan Shore

(SEAL)  
ATTEST:

\_\_\_\_\_  
City Clerk/Deputy City Clerk

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

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

THIS **AMENDED** DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024~~3~~, by and between the CITY OF SALIDA, COLORADO, a Colorado statutory city (“City”), and HOLMAN COURT, LLC, a limited liability corporation (“Developer”) (each a “Party” and together the “Parties”).

**Section 1 - Recitals**

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

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

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

### **Section 2 – Definitions**

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

- 2.1 “Agreement” means this Development Improvements; Subdivision Improvements; and Inclusionary Housing Agreement. The Recitals in Section 1 above are fully incorporated into this Agreement and made a part hereof by this reference.
- 2.2 “Affordable Housing” means units that are deed restricted to be rented or sold to ~~households earning 70 to 80% of the Area Median Income for Chaffee County as specified by Condition #5 of Ordinance 2018-04.~~ **income levels as further specified and provided for in Section 7.1.**
- 2.3 “Building Permit” means any building permit issued under the Permit Application, if approved.
- 2.4 “City” means the City of Salida, a Colorado statutory City.
- 2.5 “City Administrator” means the City Administrator of the City of Salida, and the City Administrator’s designee.
- 2.6 “City Code” means the City of Salida Municipal Code.
- 2.7 “City Council” means the City Council of the City of Salida, Colorado.
- 2.8 “Dark Sky-Compliant” means lighting in compliance with Section 16-8-100 of the Land Use Code and intended to protect the night sky from nuisance glare and stray light from poorly aimed, poorly placed, poorly maintained, or poorly shielded light sources.
- 2.9 “Developer” means HOLMAN COURT, LLC, and its successor(s)-in-interest with respect to the Property.
- 2.10 “Development” means all work on the Property required to transform the Property into the Holman Court Planned Development and Major Subdivision approved by the City by means of Ordinance 2021-03. The term “Development” includes, without limitation, the demolition of existing structures; grading; construction of new structures; and

construction of improvements, including without limitation streets, signage, landscaping, drainage improvements, sidewalks, utilities, and other improvements. When the context so dictates, the verb “Develop” may be used in place of the noun “Development.”

- 2.11 “Drainage Plan” means the drainage system designed for the subdivision in accordance with Section 16-8-60 of the Land Use Code.
- 2.12 “Easement Lands” means all real property to be dedicated to the City hereunder in the form of easements.
- 2.13 “Effective Date” means the date on which City Council adopted a resolution approving the execution of this Agreement. On the Effective Date, this Agreement will become binding upon and enforceable by the City and the Developer.
- 2.14 “Force Majeure” means acts of God, fire, abnormal weather, explosion, riot, war, labor disputes, terrorism, or any other cause beyond the applicable Party’s reasonable control. A lack of money or inability to obtain financing does not constitute Force Majeure.
- 2.15 “Land Use Code” means the City’s Land Use and Development Code, Title 16 of the City Code.
- 2.16 “Native Vegetation” means “native plant” as defined in the Colorado Noxious Weed Act, C.R.S. § 35-5.5-103(15).
- 2.17 “Noxious Weed” takes the meaning given to that term in the Colorado Noxious Weed Act, C.R.S. § 35-5.5-103(16).
- 2.18 “Other Required Improvements Warranty Period” means a period of two years from the date that the City Engineer or the City Engineer’s designee, in accordance with the terms and conditions of paragraph 5.9 below, approves the Required Improvements that are not Public Improvements, and certifies their compliance with approved specifications.
- 2.19 “Performance Guarantee” means cash, a letter of credit, a cash bond, a performance bond, or other security acceptable to the City Attorney to secure the Developer’s construction and installation of the Required Improvements, in an amount equal to 125% of the estimated cost of said Required Improvements.
- 2.20 “Permit Application” means the Developer’s full and complete application for a building permit for any residential units to be constructed on the Property. The Permit Application is on file in the office of the City Administrator and is fully incorporated herein and made a part hereof by this reference.
- 2.21 “Property” means the land that is known as the “Holman Court Planned Development and Major Subdivision” and described in attached **Exhibit A**.
- 2.22 “Public Improvements” means Required Improvements constructed and installed by the

Developer and dedicated to the City in accordance with this Agreement, including without limitation water mains, water service lines, water laterals, fire hydrants, and other water distribution facilities; irrigation lines and facilities; wastewater collection mains, lines, laterals, and related improvements; drainage facilities in public rights-of-way; handicap ramp improvements; and required curbs, sidewalks, and street improvements. The Required Improvements that are also Public Improvements are identified on attached **Exhibit B**.

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

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

### **Section 3 – Purpose of Agreement and Binding Effect**

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



for such improvements. The terms, conditions, and obligations described herein are contractual obligations of the Parties, and the Developer waives any objection to the enforcement of the terms of this Agreement as contractual obligations.

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

#### **Section 4 – Development of Property**

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

#### **Section 5 – Terms and Conditions for Development of Property**

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

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

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

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

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

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

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

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

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

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

### **Section 6 – Construction Schedule**

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



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

### **Section 7 – Inclusionary Housing**

7.1 **Agreement to Provide Affordable Housing Consistent with Article XIII of the Land Use Code.** Developer hereby agrees to construct and deed restrict two (2) dwelling units. **If such dwelling units are for-rent, one rental unit shall be affordable to households earning 80% or less of the Area Median Income, and one rental unit shall be affordable to households earning 100% or less of the Area Median Income. If such dwelling units are for-sale, one for-sale unit shall** ~~which will~~ be affordable to households earning ~~80%~~ **120%** or less of the Area Median Income, **and one for-sale unit shall be affordable to households earning 140% or less of the Area Median Income** for Chaffee County as defined by the Colorado Housing and Finance Authority. **If one unit is for-sale and one unit is for rent, the for-sale unit shall be affordable to households earning 120% or less of the Area Median Income and the rental unit shall be affordable to households earning 80% or less of the Area Median Income. In addition to constructing two (2) deed restricted units, developer hereby agrees to contribute a fee-in-lieu equivalent to 0.33 of a unit.** Development of the affordable housing units shall be according to the additional standards specified below:

- 7.1.1. Both affordable units shall be built and receive certificate of occupancy (CO) prior to the tenth (10<sup>th</sup>) unit on the site receiving certificate of occupancy.
- 7.1.2. The affordable units shall be comparable to the market rate housing units in exterior finish and design by meeting the architectural standards for the subdivision and any required architectural design approval required by the subdivision's design guidelines.
- 7.1.3. Developer agrees to record a deed restriction on the two affordable units that meets the requirements of Sections 16-13-20(a)(1) and (2) and (c) through (f) which defines income eligibility; permanency of restriction; comparable design of units; and good faith marketing requirements as agreed to by Parties.
- 7.1.4. The Chaffee Housing Authority (CHA) shall approve the system to be employed to determine eligibility and priority of buyers/tenants. In the case that the CHA is unable to review and approve such a system, such responsibility shall fall to the City or the City's designee. Developer shall make annual reports to the CHA or City regarding any changes to the pricing of the affordable units that occurs with changes to the Colorado Housing and Finance Authority County Income and Rent Tables for Chaffee County.
- 7.1.5. Occupants of any deed-restricted affordable units within the homeowners' association shall not be responsible for any assessments nor dues beyond those fairly-priced specifically for utilities, trash services, and the like. Should the

Developer or HOA desire, they may renegotiate the condition with the Chaffee Housing Authority based upon the Authority's guidelines for such dues.

- 7.1.6. For any affordable unit(s) required to be built through the PD, the Developer shall pay the applicable Inclusionary Housing fee-in-lieu for each unit built prior to receiving certificate of occupancy for those units. Once the required affordable unit(s) has received certificate of occupancy, those fees-in-lieu shall be returned to the Developer.

### **Section 8 – Default by Developer and City's Remedies**

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

## **Section 9 – Indemnification and Release**

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

### 9.2 **Indemnification.**

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

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

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

Agreement is attached as **Exhibit D**.

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

### **Section 10 – Representations and Warranties**

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

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

### **Section 11– General Provisions**

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

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

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

Notice to the Developer: Holman Court, LLC  
 P.O. Box 691  
 Salida, CO 81201

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

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

CITY OF SALIDA, COLORADO

By

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk/Deputy City Clerk

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF CHAFFEE    )

Acknowledged, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_ 2023  
by \_\_\_\_\_, as Mayor, and by \_\_\_\_\_,  
as Clerk, on behalf of the City of Salida, Colorado.

WITNESS my hand and official seal.  
My Commission expires:\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

DEVELOPER:

\_\_\_\_\_  
David Larochele or Mark Lee  
Holman Court, LLC

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF CHAFFEE    )

Acknowledged, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_ 2023 by  
\_\_\_\_\_.

WITNESS my hand and official seal.  
My Commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Exhibit A

Legal Description

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



Exhibit B

Cost Estimates for Public Improvements

**Y & K EXCAVATION, INC**

PO BOX 507  
SALIDA, CO. 81201

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

Item 12.

**ESTIMATE**

DATE	ESTIMATE #
2/4/2021	21-12

NAME / ADDRESS
DAVID LAROCHELLE

PROJECT

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

**TOTAL**

**Y & K EXCAVATION, INC**

PO BOX 507  
SALIDA, CO. 81201

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

Item 12.

**ESTIMATE**

DATE	ESTIMATE #
2/4/2021	21-12

NAME / ADDRESS
DAVID LAROCHELLE

PROJECT

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

**TOTAL**

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**ESTIMATE**

DATE	ESTIMATE #
2/4/2021	21-12

NAME / ADDRESS
DAVID LAROCHELLE

PROJECT

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

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

<b>TOTAL</b>	\$383,147.66
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Exhibit C

Time Schedule for Public Improvements

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

## Open Records Policy – Exhibit D

### Fee Schedule

Charges must be paid before service is provided.

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

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

The first hour of research and retrieval service is free.

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

City Attorney \$30/hr

Assistant City Attorney \$30/hr

Information Services \$30/hr

Department Heads \$30/hr

Supervisor \$30/hr

Non-Supervisory Personnel \$20/hr

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

DVD - \$10

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

**CITY OF SALIDA, COLORADO**  
**CITY SALES TAX AND COUNTY SALES TAX SHARED WITH CITY**  
**DECEMBER 2022**



The City of Salida Sales Tax and Chaffee County Sales Tax report examines tax collections for the month of December 2022, which were remitted to the City of Salida in February 2023.

**Summary Results for City and Chaffee County Sales Taxes**

December City sales tax collections increased by \$71,045 (9.3%) as compared to December 2021. The City's portion of Chaffee County sales tax collections increased by \$31,543 an 11.9% increase over December 2021. In total, sales tax receipts are 10.0% higher for December and 4.4% higher for the year. Actual collections exceeded the budget by 1.3%.

<b>Current Month</b>							
	December 2022	December 2021	2022 - 2021 \$ Change	2022 - 2021 % Change	December 2022 Budget	2022 Budget \$ Variance	2022 Budget % Variance
3% City Sales Tax	\$ 833,941	\$ 762,897	\$ 71,045	9.3%	\$ 848,750	\$ (14,808)	-1.7%
Shared County Tax	\$ 295,723	\$ 264,180	\$ 31,543	11.9%	\$ 285,539	\$ 10,184	3.6%
<b>Total</b>	<b>\$ 1,129,664</b>	<b>\$ 1,027,076</b>	<b>\$ 102,588</b>	<b>10.0%</b>	<b>\$ 1,134,288</b>	<b>\$ (4,624)</b>	<b>-0.4%</b>
<b>Year to Date</b>							
	YTD 2022	YTD 2021	2022 - 2021 \$ Change	2022 - 2021 % Change	YTD 2022 Budget	2022 Budget \$ Variance	2022 Budget % Variance
3% Sales Tax	\$ 9,513,748	\$ 9,194,389	\$ 319,360	3.5%	\$ 9,576,852	\$ (63,104)	-0.7%
Shared County Tax	\$ 3,429,551	\$ 3,207,757	\$ 221,793	6.9%	\$ 3,199,644	\$ 229,907	7.2%
<b>Total</b>	<b>\$ 12,943,299</b>	<b>\$ 12,402,146</b>	<b>\$ 541,153</b>	<b>4.4%</b>	<b>\$ 12,776,496</b>	<b>\$ 166,803</b>	<b>1.3%</b>



**CITY OF SALIDA, COLORADO**  
**CITY SALES TAX AND COUNTY SALES TAX SHARED WITH CITY**  
**DECEMBER 2022**



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	December 2022	December 2021	2022-2021 \$ Change	2022-2021 % Change
Retail Trade	\$576,477	\$534,225	\$ 42,252	7.9%
Accommodation and Food Services	\$143,209	\$109,986	\$ 33,223	30.2%
Manufacturing	\$ 17,559	\$ 21,856	\$ (4,297)	-19.7%
Wholesale Trade	\$ 24,388	\$ 22,449	\$ 1,939	8.6%
Construction	\$ 11,100	\$ 11,391	\$ (291)	-2.6%
Information	\$ 10,299	\$ 9,754	\$ 545	5.6%
Real Estate, Rental & Leasing	\$ 4,059	\$ 8,562	\$ (4,503)	-52.6%
All Other	\$ 46,850	\$ 44,674	\$ 2,177	4.9%
<b>Total</b>	<b>\$833,941</b>	<b>\$762,897</b>	<b>\$ 71,045</b>	<b>9.3%</b>

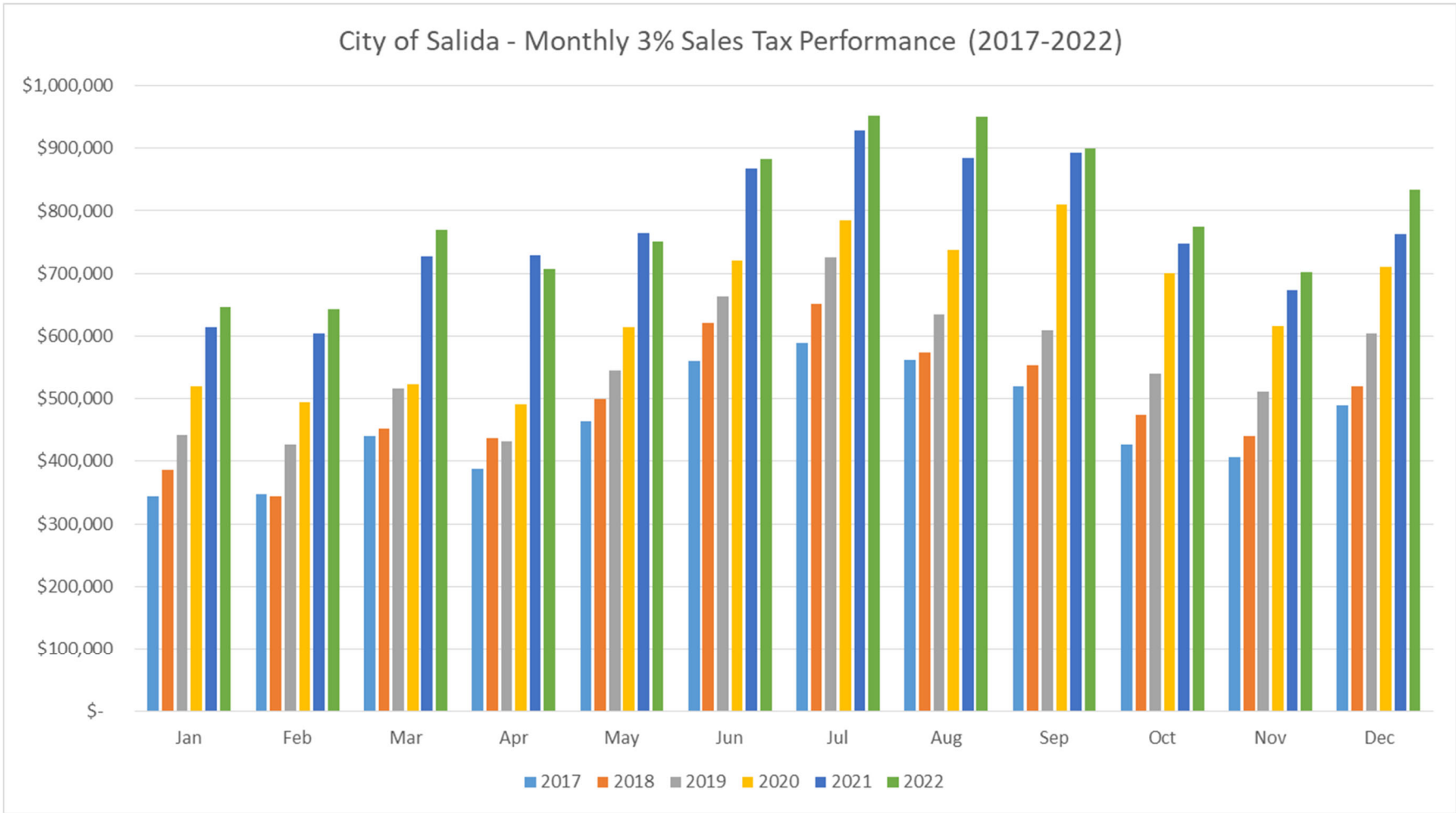
**Year to Date**

YTD 2022	YTD 2021	2022-2021 \$ Change	2022-2021 % Change
\$6,310,643	\$6,231,857	\$ 78,786	1.3%
\$1,737,503	\$1,670,369	\$ 67,134	4.0%
\$ 292,527	\$ 266,513	\$ 26,014	9.8%
\$ 311,607	\$ 272,264	\$ 39,343	14.5%
\$ 152,440	\$ 140,568	\$ 11,872	8.4%
\$ 120,176	\$ 92,519	\$ 27,657	29.9%
\$ 97,982	\$ 67,624	\$ 30,358	44.9%
\$ 490,870	\$ 452,675	\$ 38,196	8.4%
<b>\$9,513,748</b>	<b>\$9,194,389</b>	<b>\$ 319,360</b>	<b>3.5%</b>

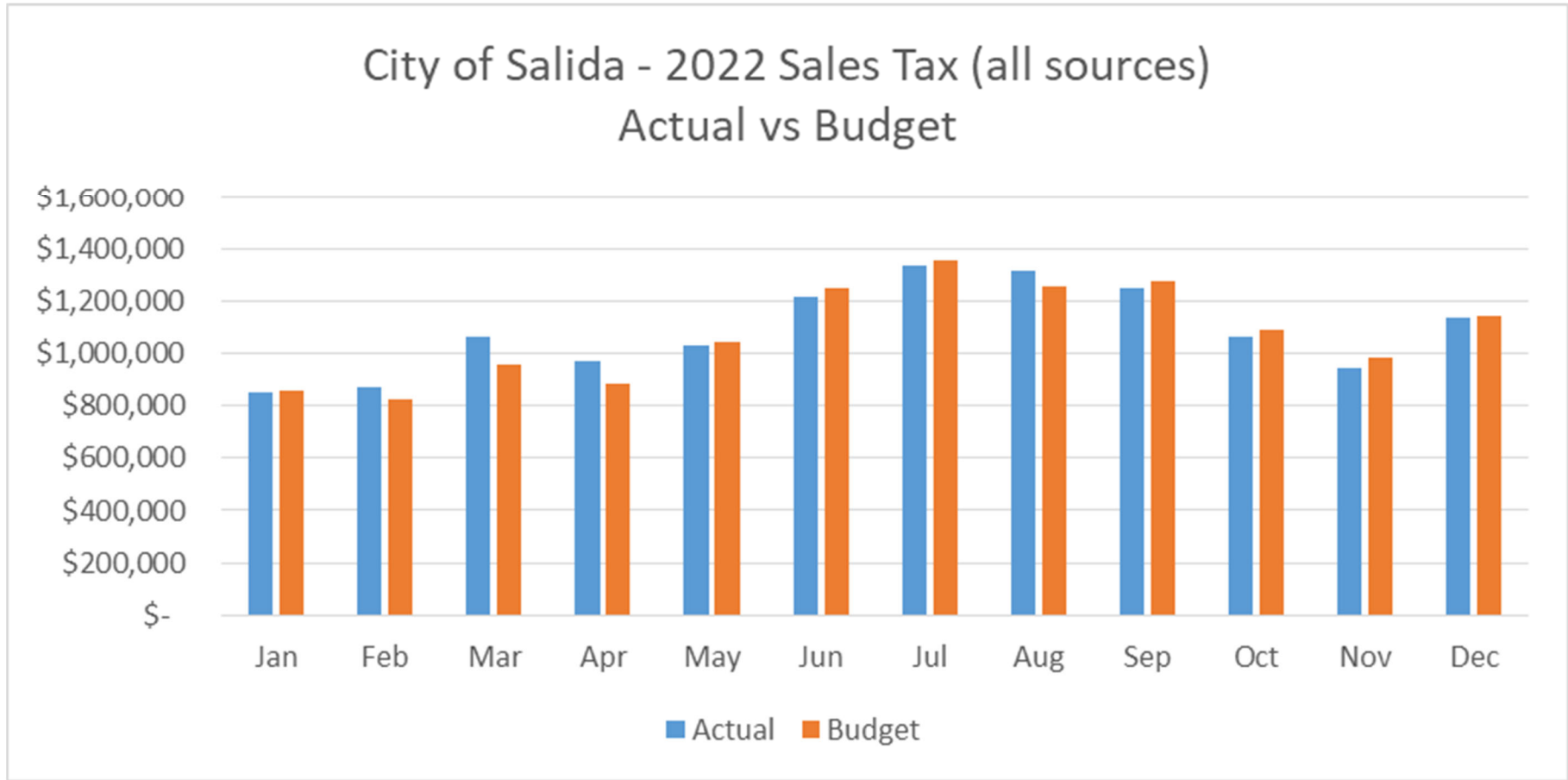
# CITY OF SALIDA, COLORADO

## CITY SALES TAX AND COUNTY SALES TAX SHARED WITH CITY

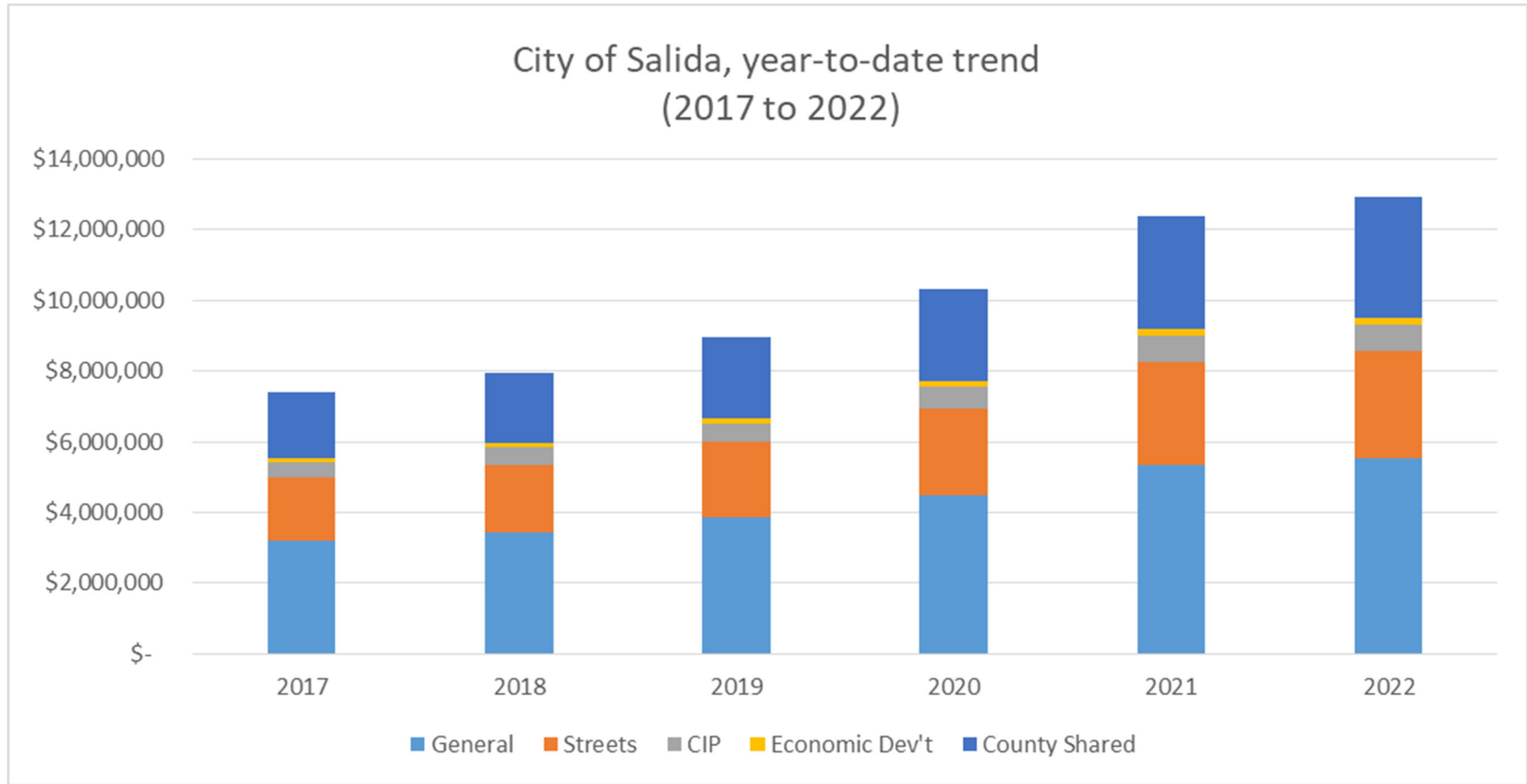
### DECEMBER 2022



**CITY OF SALIDA, COLORADO**  
**CITY SALES TAX AND COUNTY SALES TAX SHARED WITH CITY**  
**DECEMBER 2022**



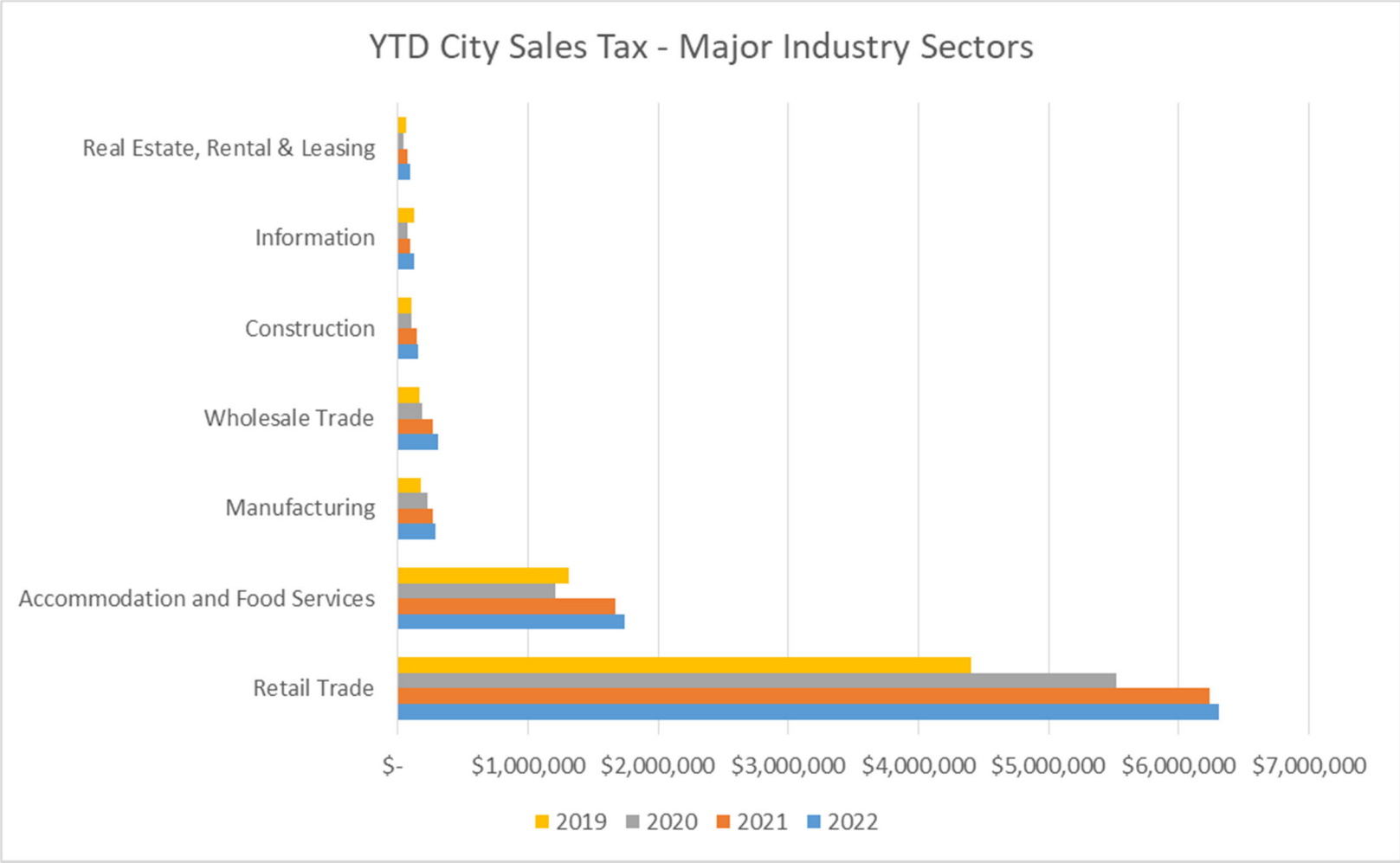
**CITY OF SALIDA, COLORADO**  
**CITY SALES TAX AND COUNTY SALES TAX SHARED WITH CITY**  
**DECEMBER 2022**



**CITY OF SALIDA, COLORADO**  
**CITY SALES TAX AND COUNTY SALES TAX SHARED WITH CITY**  
**DECEMBER 2022**



Item 13.





## **FEBRUARY 2023 STAFF REPORTS**

---

### **Police Department –**

- We had 826 calls for service in January.
  - We completed an audit of our evidence room and passed with zero issues.
  - In an effort to encourage more community policing in 2024, we have been in the process of contacting every business in the community and updating our contact information for them. We also have an officer assigned to do routine contacts throughout the year to encourage more dialogue between the PD and our businesses.
  - We had a pretty severe case that led to us charging a Salida man with attempted 1st degree murder, kidnapping, sexual assault and several additional charges. The tactical team was used in intense but safe and successful arrest of the person. The case took a lot of work from our detectives, and they did a great job interviewing people and putting it together.
  - Officer Tucker is back from maternity leave and is excited to get back into the schools. She is doing a great job as our SRO.
- 

### **Finance Department –**

- The majority of the year-end accounting work associated with closing out the 2022 year is complete. Reconciling schedules used during the audit are in progress and should be completed soon, well ahead of the audit. Audit field work is scheduled for March 28 to 30.
  - Payroll processing cross-training work in the office is progressing well.
  - Staff continue to keep up with daily workloads.
- 

### **Community Development –**

- No Report.
- 

### **Recreation Department –**

- See Attached.
- 

### **Public Works –**

- See Attached.
-

## Arts & Culture –

- The exhibit from cyanotype artist Wendy Mitchell debuted in the Paquette Gallery and was recognized at the artist reception held during the monthly Creative Mixer, which was attended by (25) people.
  - The month saw two (2) well-attended concerts providing entertainment for fans of rock and classical music with performances by local youth participating with RokSkool and traveling members of the Colorado Symphony respectively. All totaled the events garnered an attendance of (312) people.
  - The Arts & Culture department is putting together a History of Salida's visual artists to be unveiled during this June's Art Walk, which is celebrating a 30-year milestone. A meeting between a group of individuals that have been a part of most of Art Walk's existence was held on Jan. 19 to share experiences and provide historical documents for the upcoming exhibit.
  - TOTAL GUESTS Attending (34) Events/Meetings for January = 1,544
    - Number of free arts and culture events/no admission = 4
    - Number of attendees at free events = 510
    - Number of events paying rental fees = 14
    - Number of entities using the facilities = 27
  - In March, April and May, a booking by the Salida Markers' Market (Contact: Desiree Marceau) will hold multi-vendor markets at the Scout Hut (Dates – 3/4, 18, 4/1, 15, 29, 5/6, 27).
- 

## Fire Department –

- In January, Assistant Chief Rohrich and I attended a tabletop exercise with school officials and other agencies. The goal is to have a full scale mock incident in the future.
  - I was asked by Chief Johnson to address the Rotary Club of Salida. The presentation was on the proposed new fire station. The audience was very supportive and asked a lot of good questions.
  - Design continues on the new firehouse. The schedule is to have permit drawings by mid-March. We had an in person meeting with the team February 1st to go over interior and exterior finishes. We ran into a hurdle with CDOT and the size of the access we want off of Oak Street. Negotiations with CDOT continue.
  - Fire staff provided and AED training to city hall staff.
  - We have partnered with the high school and their business internship program to have a student come in two days a week for the entire semester to observe and learn about the fire service. Tyler Kause is the student and she comes from a family with a fire serviced background. She is very engaged and eager to learn.
- 

## Clerk's Office –

- Municipal Court
  - Updating forms in Court Software for New Year and reduce court paperwork
  - Preparing for a Bench Trial in February court
  - Taking classes with Tyler Incode to keep up to date with software capability
  - Evaluated our current Collections agency and worked with the Clerks listserv to determine what other cities are using
  - Interviewed and decided to move forward with a new Collections agency that has higher security standards and reporting standards
- Record Management and Retention

- Created a record management presentation
- Led a one hour class on how to put together a record management plan for two departments
- Updated our Digital Record Destruction Form
- Short Term Rentals
  - Updating our Software to be in compliance with the recent tax changes
  - Communicating with license holders on the new changes and how to best utilize their online dashboard.
- Liquor
  - Met with a new liquor license applicant
  - Working with Benson's on an ownership change
  - Finalizing paperwork for a change of location for Riveting Experience
  - Working on paperwork for Walmart and Safeway to adjust their liquor shelving pursuant to Liquor Enforcement standards for the addition of wine in stores.
- Clerk Certification
  - Clerk Kelley has submitted all paperwork for the International Institute of Municipal Clerks Certification
  - Attending a Clerk's Roundtable in Canon City
- Initiative
  - Working with a citizen on a possible initiative related to recently voter passed fees and taxes



## **Public Works Department Report February 2023**

### **Planning/Engineering/Construction**

- Planning and Construction
  - Streets
    - Oak Street Reconstruction and US-50 SRTS plans in the process of revisions following CDOT FIR comments
    - Poncha Blvd contracting and pre-construction coordination
      - Utility construction to begin early spring
    - 2022 Street Reconstruction:
      - Complete with exception of 4 blocks of 10<sup>th</sup>. Project to re-start in spring
  - Utilities
    - Pasquale WTP Project: Under construction
    - Poncha Trunk line: Design complete
- Other CIP Items:
  - Caboose restoration in progress
  - Multi-use office space addition underway (seasonal delay)

### **Operations**

- Streets
  - Snow plowing/ice removal
  - Assistance with addition at Multi-Use Facility
- Utilities
  - Field Utilities
    - Multiple water service repairs due to leaks
    - Smart meter upgrades
    - Assistance with plowing operations
  - Water Treatment
    - Routine items
    - Involvement with WTP Pasquale Improvement Project
  - Wastewater Treatment
    - Work with consultant and director on process control data collection
    - Additional testing for compliance and plant operational trending



## Parks and Recreation Department report

Date: 2/21/23

---

### Aquatics

- Aquatic Center Membership/Access Pass increase effective 2/6/23. Here is the [article](#) from the Salida Standard.
- Closed 2/12 due to staff illness-social media and constant contact alerted the community
- Pam Denison and Jennifer Davisson will be attending the Association of Aquatic Professionals conference in Colorado Springs on February 13-16
- Lifeguard class February 24 and 25
- Last day of lessons is February 15 - This group had 45 kids in it
- All P&R employees should be CPR certified by the end of February
- Water Zumba will start on February 27 from 5:30pm-6:15pm
- High School Swim team season has come to an end - Heading to state Feb 10-11

### Salida Hot Springs Aquatics Center

- Interviews for Facility worker and Custodian
- Problem shot Touber Building HVAC
- Installing equipment for pool temperature controls
- Supervised Westwing roof overlay
- Working with Setpoint Systems to get controls for the main air handling unit to a cloud-based system
- MUF garage door adjustments
- Updating the lifeguard room by cleaning and planning/coordinating with the contractor
- Onboarding Bart Smith
- Getting the shop set up and organized
- Going through west wing store rooms cleaning and organizing
- Boiler project coordination with Atmos for a new meter
- Fixed westerly - west wing door

### Recreation

- **Salida Ski Bus**
  - Saturdays through March 11, and Fridays through April 7 \$5. Since starting January 20, we've had 26 riders.
- **FIBArk Youth Paddling Program**
  - Level 1 ages 7-10 has 5 people signed up with 16 on the waitlist.
  - Level 1 ages 11-15 has 1 kid signed up.
  - Level 1 high school course has 9 participants signed up.
  - We will be offering two more rounds of these courses on Sunday mornings in March and April.



- **Adult Drop-Basketball**
  - Mondays nights from 8:30 - 10:30pm at Salida Highschool
  - We've had 58 participants since starting on January 9.
- **Adult Coed Dodgeball will return in February - Registration closes February 16.**
  - Dodgeball will take place from 6-9pm on Wednesdays from 2/22/23 - 4/5/23
  - The price to participate is \$50/team and \$14/player.
- **Women's Adult Volleyball League:**
  - We already have hit our maximum of 9 teams for the league and this will happen from 6:30 - 8:30pm March 9 - May 11.
- **Adult Coed Drop-in Volleyball Volleyball:**
  - January 26 - March 2 - We've had 20 participants so far in the first two weeks.
- **Salida Youth Wrestling - Registration closes March 10.**
  - Youth wrestling started on February 7 and has 61 participants.
- **Intro To Mahjong**
  - Intro to Mahjong starts March 6 and goes from 5-7pm every Monday until March 27, 2023.
- **2023 scholarships are now available.**
- We continue to work on processes and procedures for the department improving our organization, accountability, and positive customer service experience.

#### Parks and Facilities

- Trailside playground surfacing converted into much safer engineered wood fiber
- Bathroom facility work. Paint, new heaters, new panels, resurfacing etc..
- Working on a water irrigation report
- #35 service truck is now fully parks and will be a great help in the summer
- New trencher attachment for bobcat arrived
- Planning on applying for a turf buyback grant
- Met with SMT on design and construction for trail work this spring
- Ordered fence capping for all Marvin park- They're getting back to me on shipping cost. First quoted me \$2500
- Hiring Mark Hudson 5-10 hours a week for baseball fieldwork
- Working on getting pitchers/batters box clay mix for the baseball field
- Responded to facilities calls on Multi-Use Facilities garage doors
- Troubleshoot Touber HVAC System

#### General

-