



CITY COUNCIL REGULAR MEETING

448 E. 1st Street, Room 190 Salida, Colorado 81201
October 01, 2024 - 6:00 PM

AGENDA

Please register for Regular City Council Meeting
<https://attendee.gotowebinar.com/register/3742005742374996822>.

After registering, you will receive a confirmation email containing information about joining the webinar. To watch live meetings:

<http://www.youtube.com/@cityofsalidacolorado>

CIVILITY INVOCATION

CALL TO ORDER

Pledge of Allegiance

Roll Call

CONSENT AGENDA

1. Approve Agenda
2. Approve September 17, 2024 Minutes
3. Approve Salida Montessori Charter School Special Event Liquor License

CITIZEN COMMENT—Three (3) Minute Time Limit

PROCLAMATIONS

4. National Disability Employment Awareness Month

LIQUOR LICENSING AUTHORITY

5. Change of Location Request for Pepe LLC dba Fiesta Mexicana, Liquor License 03-04102

UNFINISHED BUSINESS / ACTION ITEMS

6. **Resolution 2024-59** A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING THE SUBDIVISION IMPROVEMENTS, DEVELOPMENT IMPROVEMENTS, AND INCLUSIONARY HOUSING AGREEMENT FOR THE FLOUR MILL PLANNED DEVELOPMENT AND MAJOR SUBDIVISION. **Continued from the September 17, 2024 Council meeting.**
7. **Resolution 2024-60** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, RESOLUTION APPROVING AN INCENTIVE AND DEVELOPMENT AGREEMENT WITH BIKER BAKER HOLDINGS LLC, RELATED TO THE FLOUR MILL DEVELOPMENT. **Continued from the September 17, 2024 Council Meeting.**

NEW BUSINESS / ACTION ITEMS

8. **Resolution 2024-63** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, CERTIFYING DELINQUENT CHARGES, ASSESSMENTS, OR TAXES TO THE CHAFFEE COUNTY TREASURER TO BE ADDED TO THE 2024 TAX ROLL
9. **Resolution 2024-64** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, SUMMARIZING REVENUES AND EXPENDITURES FOR EACH FUND AND ADOPTING A BUDGET FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2025 AND ENDING ON THE LAST DAY OF DECEMBER 2025 -**PUBLIC HEARING**
10. **Ordinance 2024-19** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO AMENDING SECTION 2-8-30 OF THE SALIDA MUNICIPAL CODE CONCERNING THE

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.

PLANNING COMMISSION – MEMBERSHIP AND ORGANIZATION. **FIRST READING AND SETTING
SECOND READING AND PUBLIC HEARING**

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Council Reports

- Critelli, Fontana, Naccarato, Pappenfort, Stephens, Martin

Mayor Report

Treasurer Report

Attorney Report

Department Updates

EXECUTIVE SESSION

- 11. EXECUTIVE SESSION** – for discussion of a personnel matter under C.R.S. Section 24-6- 402(4)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees; AND THE FOLLOWING ADDITIONAL DETAILS ARE PROVIDED FOR IDENTIFICATION PURPOSES: **6 month performance evaluation with the City Clerk**

ADJOURN



City Clerk | Deputy City Clerk

Mayor Dan Shore



CITY COUNCIL REGULAR MEETING

448 E. 1st Street, Room 190 Salida, Colorado 81201
September 17, 2024 - 6:00 PM

MINUTES

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CIVILITY INVOCATION

CALL TO ORDER

Pledge of Allegiance

Roll Call

PRESENT

Council Member Suzanne Fontana
Council Member Dominique Naccarato
Council Member Justin Critelli
Council Member Aaron Stephens
Council Member Alisa Pappenfort
Council Member Wayles Martin
Mayor Dan Shore
Treasurer Ben Gilling

The Executive Session was removed from the agenda by Mayor Shore

CONSENT AGENDA

Council Member Critelli moved to combine and approve items on the consent agenda, Seconded by Council Member Fontana.

Voting Yea: Council Member Fontana, Council Member Naccarato, Council Member Critelli, Council Member Stephens, Council Member Pappenfort, Council Member Martin

Approve Agenda

Approve September 03, 2024 Minutes

Approve MOU Salida Mountain Trails

Approve Special Event Liquor License for Art Walk

Approve Contract with 110% Inc. for Arts, Culture, Parks and Recreation services Financial Sustainability Strategy consulting

MOTION PASSED

CITIZEN COMMENT—Three (3) Minute Time Limit

UNFINISHED BUSINESS / ACTION ITEMS

NEW BUSINESS / ACTION ITEMS

Resolution 2024-56 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA COLORADO, APPROVING THE SUBDIVISION IMPROVEMENTS AND INCLUSIONARY HOUSING AGREEMENT FOR THE SHAKEN ROOST MAJOR SUBDIVISION.

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

Council Member Pappenfort moved to approve Resolution 2024-56, Seconded by Council Member Fontana.
Voting Yea: Council Member Fontana, Council Member Naccarato, Council Member Critelli, Council Member Stephens, Council Member Pappenfort, Council Member Martin

MOTION PASSED

Resolution 2024-57 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, PLEDGING TO PRACTICE AND PROMOTE CIVILITY.

Council Member Critelli moved to approve Resolution 2024-57, Seconded by Council Member Pappenfort.
Voting Yea: Council Member Fontana, Council Member Naccarato, Council Member Critelli, Council Member Stephens, Council Member Pappenfort, Council Member Martin

MOTION PASSED

Resolution 2024-58 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, COMMITTING TO A PRIORITY PROCESS FOR THOSE DEVELOPMENTS CONSTRUCTING AT LEAST 50% AFFORDABLE HOUSING.

Council Member Critelli moved to approve Resolution 2024-58, Seconded by Council Member Stephens.
Voting Yea: Council Member Fontana, Council Member Naccarato, Council Member Critelli, Council Member Stephens, Council Member Pappenfort, Council Member Martin

MOTION PASSED

Resolution 2024-59 A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING THE SUBDIVISION IMPROVEMENTS, DEVELOPMENT IMPROVEMENTS, AND INCLUSIONARY HOUSING AGREEMENT FOR THE FLOUR MILL PLANNED DEVELOPMENT AND MAJOR SUBDIVISION.

Council Member Martin recused herself due to possible conflict of interest

Council Member Pappenfort moved to continue Resolution 2024-59 to the October 1, 2024 City Council meeting, Seconded by Council Member Critelli.

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

MOTION PASSED

Resolution 2024-60 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, RESOLUTION APPROVING AN INCENTIVE AND DEVELOPMENT AGREEMENT WITH BIKER BAKER HOLDINGS LLC, RELATED TO THE FLOUR MILL DEVELOPMENT.

Council Member Martin recused herself due to possible conflict of interest

Council Member Pappenfort moved to continue Resolution 2024-60 to the October 1, 2024 City Council meeting, Seconded by Council Member Critelli.

Voting Yea: Council Member Fontana, Council Member Naccarato, Council Member Critelli, Council Member Stephens, Council Member Pappenfort, Council Member Martin

MOTION PASSED

Resolution 2024-61 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING THE FIRST AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT FOR THE CHAFFEE COUNTY MULTI JURISDICTIONAL HOUSING AUTHORITY.

Council Member Critelli moved to approve Resolution 2024-61 with the direction to the City Attorney to reconcile any legal changes in the agreement with the other entities and to retain the language of three alternate members, Seconded by Council Member Fontana.

Voting Yea: Council Member Fontana, Council Member Naccarato, Council Member Critelli, Council Member Stephens, Council Member Martin

Voting Nay: Council Member Pappenfort

MOTION PASSED

Resolution 2024-62 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING THE FIRST AMENDED AND RESTATED INTERGOVERNMENTAL FUNDING AGREEMENT FOR THE CHAFFEE COUNTY MULTI JURISDICTIONAL HOUSING AUTHORITY.

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

Council Member Stephens moved to approve Resolution 2024-62 with the direction to the City Attorney to reconcile any legal changes in the agreement with the other entities, Seconded by Council Member Pappenfort.

Voting Yea: Council Member Fontana, Council Member Naccarato, Council Member Critelli, Council Member Stephens, Council Member Pappenfort, Council Member Martin

MOTION PASSED

Council Member Martin moved to amend Resolution 2024-62 to include a clause anticipating a scenario where the debruig measure fails and CHA needs to cap its revenues under Tabor limits - Seconded by Council Member Critelli

Voting Yea: Council Member Fontana, Council Member Naccarato, Council Member Critelli, Council Member Stephens, Council Member Martin

Voting Nay: Council Member Pappenfort

MOTION PASSED

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Council Reports

Reports were given

Mayor Report

Report was given

Treasurer Report

Report was given

Attorney Report

Department Updates

Updates were given

ADJOURN

Adjourned at 8:21 pm



City Clerk | Deputy City Clerk

Mayor Dan Shore

SMCS Fall Family Gathering // Chili Cook-Off Hosted by the SMCS Sunshine Committee

The Sunshine Committee is responsible for supporting our staff and school community. Fueled by SMCS family donations and participation, this committee is aimed at getting SMCS Families to come together to show our appreciation for the SMCS staff as well as offer help to staff and families in our school community during times of need.

We are applying for a permit to distribute malt beverages (beer) at our Fall gathering. We are hoping to have beer donated that we can offer for a suggested \$ donation. Any money raised will go to staff events throughout the school year. We are not selling alcohol for profit. Thank you for your consideration!

About the event:

Bring your best chili recipe and let's see who makes the best chili in school! Join SMCS families and staff for a spicy, flavorful showdown. Whether you're cooking or just tasting, it's going to be a blast!

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

Item 3.

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NONPROFIT

AND ONE OF THE FOLLOWING (See back for details.)

- | | | |
|--|--|--|
| ☒ SOCIAL | ☐ ATHLETIC | ☐ PHILANTHROPIC INSTITUTION |
| ☐ FRATERNAL | ☐ CHARTERED BRANCH, LODGE OR CHAPTER | ☐ POLITICAL CANDIDATE |
| ☐ PATRIOTIC | ☐ OF A NATIONAL ORGANIZATION OR SOCIETY | ☐ MUNICIPALITY OWNING ARTS FACILITIES |
| ☐ POLITICAL | ☐ RELIGIOUS INSTITUTION | |

LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:

- 2110 ☒ MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY
2170 ☐ FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY

DO NOT WRITE IN THIS SPACE

LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE

Salida Montessori Charter School

State Sales Tax Number (Required)

98016126

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

1040 I Street

SALIDA, COLORADO 81201

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

Centennial Park Pavilion
Salida, CO 81201

NAME

DATE OF BIRTH

HOME ADDRESS (Street, City, State, ZIP)

PHONE NUMBER

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

5. EVENT MANAGER
Kate Falconer

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

☒ NO ☐ YES HOW MANY DAYS? _____

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

☒ NO ☐ YES TO WHOM? _____

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

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

Date 10/3/2024

Hours From 3p .m.
To 8p .m.

Date

Hours From .m.
To .m.

Date

Hours From .m.
To .m.

Date

Hours From .m.
To .m.

Date

Hours From .m.
To .m.

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

SMCS Sunshine Committee Lead

DATE

9-18-2024

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

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

THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

☐ CITY
☐ COUNTY

TELEPHONE NUMBER OF CITY/COUNTY CLERK

SIGNATURE

TITLE

DATE

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

LIABILITY INFORMATION

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

(Instructions on Reverse Side)

APPLICATION INFORMATION AND CHECKLIST

THE FOLLOWING SUPPORTING DOCUMENTS MUST BE ATTACHED TO THIS APPLICATION FOR A PERMIT TO BE ISSUED:

- ☐ Appropriate fee.
- ☐ Diagram of the area to be licensed (not larger than 8 1/2" X 11" reflecting bars, walls, partitions, ingress, egress and dimensions.
Note: If the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.
- ☐ Copy of deed, lease, or written permission of owner for use of the premises.
- ☐ Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; **or**
- ☐ If not incorporated, a NONPROFIT charter; **or**
- ☐ If a political Candidate, attach copies of reports and statements that were filed with the Secretary of State.

- ☐ **APPLICATION MUST FIRST BE SUBMITTED TO THE LOCAL LICENSING AUTHORITY (CITY OR COUNTY) AT LEAST THIRTY (30) DAYS PRIOR TO THE EVENT.**
- ☐ **THE PREMISES TO BE LICENSED MUST BE POSTED AT LEAST TEN (10) DAYS BEFORE A HEARING CAN BE HELD. (12-48-106 C.R.S.)**
- ☐ **AN APPROVED APPLICATION MUST BE RECEIVED BY THE LIQUOR ENFORCEMENT DIVISION AT LEAST TEN (10) DAYS PRIOR TO THE EVENT.**
- ☐ **CHECK PAYABLE TO THE COLORADO DEPARTMENT OF REVENUE**

(12-48-102 C.R.S.)

A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 46 and 47 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being non profit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the Secretary of State pursuant to Article 45 of Title 1, C.R.S. A Special Event permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.

If an event is cancelled, the application fees and the day(s) are forfeited.



VALID ONLY FOR THIS ORGANIZATION AT THIS LOCATION

Salida Montessori Charter School

Centennial Park

1695-1699 Holman Ave

Salida, CO 81201

SPECIAL EVENTS PERMIT MALT, VINOUS AND SPIRITUOUS LIQUOR

FROM	Date 10/3/24	Hour 3:00pm	TO	Date 10/3/24	Hour 8:00pm
------	-----------------	----------------	----	-----------------	----------------

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

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

In testimony whereof, The City Council has hereunto subscribed its name by its officers duly authorized this 1st day of October 2024.

ATTEST:

The City of Salida

City Clerk/Deputy City Clerk

City Administrator

THIS LICENSE IS TO BE POSTED IN A CONSPICUOUS PLACE

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Salida Montessori Charter School Building Corporation

is a

Nonprofit Corporation

formed or registered on 02/28/2018 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 20181178307 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/26/2018 that have been posted, and by documents delivered to this office electronically through 02/28/2018 @ 10:45:25 .

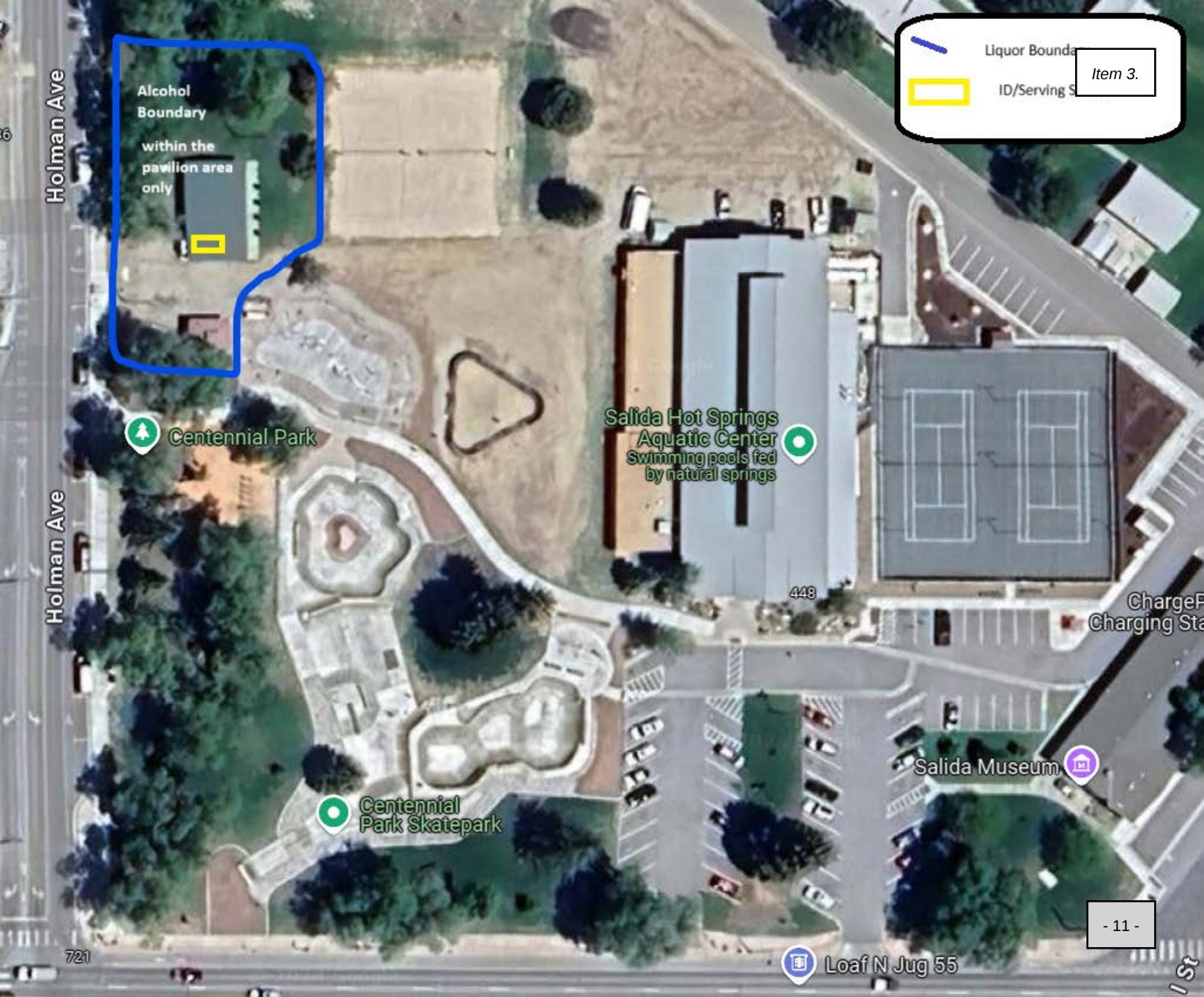
I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/28/2018 @ 10:45:25 in accordance with applicable law. This certificate is assigned Confirmation Number 10749387 .



Secretary of State of the State of Colorado

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

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site 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 Web site, <http://www.sos.state.co.us/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 Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



Holman Ave

Holman Ave

Alcohol
Boundary

within the
pavilion area
only



Centennial Park



Centennial
Park Skatepark

Salida Hot Springs
Aquatic Center
Swimming pools fed
by natural springs



448

Salida Museum



ChargeP
Charging Sta



Loaf N Jug 55

Liquor Bounda

ID/Serving S

Item 3.



Proclamation

DECLARING OCTOBER AS NATIONAL DISABILITY EMPLOYEMENT AWARENESS MONTH

Whereas, October is National Disability Employment Awareness Month (NDEAM), a time to recognize the contributions of individuals with disabilities to our workforce and to promote inclusive employment practices; and

Whereas, people with disabilities bring diverse talents, perspectives, and skills that enrich our workplaces and communities; and

Whereas, fostering an inclusive environment is essential for innovation, creativity, and economic growth, and helps to eliminate barriers that hinder employment opportunities for individuals with disabilities; and

Whereas, we honor the efforts of organizations, advocates, and individuals dedicated to promoting disability inclusion and accessibility in the workplace; and

Whereas, we encourage all employers to consider the value of a diverse workforce and to implement inclusive hiring practices that provide opportunities for individuals with disabilities;

Whereas, the City of Salida recognizes the importance of inclusive employment and to celebrate the contributions of individuals with disabilities in our communities and workplaces. Let us work together to create an equitable society where everyone has the opportunity to succeed.

Now, therefore, the City of Salida does hereby proclaim the month of October as National Disability Employment Awareness Month.

Mayor

Date



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Kristi Jefferson - City Clerk	October 1, 2024

AGENDA ITEM

Request for Change of Location for Pepe LLC dba Fiesta Mexicana, Liquor License #03-04102 from 1220 E. Highway 50 to 710 Milford Street.

BACKGROUND

A Change of Location Liquor application was received on August 15, 2024. Jose Pena of Fiesta Mexicana has requested to change locations of his Liquor License from 1220 E. Highway 50 to 710 Milford Street. If approved the name will also change from Pepe LLC dba Fiesta Mexicana to Tany LLC dba Fiesta Tapatia.

A public hearing notice was published in the Mountain Mail August 20, 2024, and the public hearing poster was posted at the new location on September 18, 2024.

If council approves the application, the application will be sent to the Colorado Department of Revenue for final approval and issuance. The restaurant cannot sell alcohol at its new location until the state issues the license. Further, within 60 days of issuance, the licensee shall change the location of its business to the place specified therein and, at the same time, cease to conduct the sale of alcoholic beverages from the former location.

State and local payments have been submitted and they have passed both fire and police inspections for the new location.

RECOMMENDATION

Staff recommends approval of the request to change the liquor license location from 1220 E. Highway 50 to 710 Milford Street for Pepe LLC dba Fiesta Mexicana.

FISCAL IMPACT

There is no fiscal impact.

MOTION

Following a public hearing on the matter, a Licensing Authority Member should make a motion to _____ a change of location request for Pepe LLC dba Fiesta Mexicana from 1220 E. Highway 50 to 710 Milford Street, followed by a second and a roll call vote.

Instruction Sheet for Permit Application and Report of Changes

Item 5.

For All Sections, Complete Questions on Page 2

☐ Section A

To Register or Change Managers, check the appropriate box in section A and complete question 10 on page 6. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

☐ Section B

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 8 for Oath of Applicant signature.

☒ Section C

Check the appropriate box in section C and proceed below.

For a Retail Warehouse Storage Permit, go to page 4 complete questions in the section (be sure to check the appropriate box). Submit the necessary information and proceed to page 8 for Oath of Applicant signature. Submit to the State Licensing Authority for approval.

For a Wholesale Branch House Permit, go to page 4 and complete questions in the section (be sure to check the appropriate box). Submit the necessary information and proceed to page 8 for Oath of Applicant signature. Submit to the State Licensing Authority for approval.

To Change Trade Name or Corporation Name, go to page 4 and complete questions in the section (be sure to check the appropriate box). Submit the necessary information and proceed to page 8 for Oath of Applicant signature. Retail Liquor License submit to the Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to the State Liquor Licensing Authority.

To modify Premise, or add Sidewalk Service Area, go to page 7 and complete all questions. Submit the necessary information and proceed to page 8 for Oath of Applicant signature. Retail Liquor License submit to the Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to the State Liquor Licensing Authority.

For Optional Premises go to page 7 and complete all questions. Submit the necessary information and proceed to page 8 for Oath of Applicant signature. Retail Liquor License submit to the Local Liquor Licensing Authority (City or County).

To Change Location, go to page 5 and complete questions in the section. Submit the necessary information and proceed to page 8 for Oath of Applicant signature. Retail Liquor License submit permit application or report of change to the Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to the State Liquor Licensing Authority.

Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change, go to page 6, and complete questions in the section. Use this section to make a current Noncontiguous Manufacturing Location into a Primary Manufacturing Location, or a Primary Manufacturing Location into a Noncontiguous Manufacturing Location. To be eligible for a Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change, you must be a Colorado state licensed manufacturer of vinous liquor pursuant to section 44-3-402 or 44-3-403, C.R.S.

Campus Liquor Complex Designation, go to page 8 and complete questions in the section. Submit the necessary information and proceed to page 8 for Oath of Applicant signature.

To add another Related Facility to an existing Resort or Campus Liquor Complex, go to page 8 and complete questions in the section.

Permit Application and Report of Changes

All Answers Must Be Printed in Black Ink or Typewritten

Applicant is a ☒ Corporation ☐ Individual ☐ Partnership ☐ Limited Liability Company

License Number

03-04102

Name of Licensee

Pepe LLC

Trade Name of Establishment (DBA)

Fiesta Mexicana

Address of Premises (specify exact location of premises)

1220 E Highway 50

City

Salida

County

Chaffee

State

CO

ZIP Code

81201

Business Email Address

letalis@aol.com

Business Phone Number

970 903 1407

Select the Appropriate Section Below and Reference the Instructions on Page 1.

Section A – Manager

- ☐ Manager's Registration (Hotel & Restaurant)..... \$30.00
- ☐ Manager's Registration (Tavern)..... \$30.00
- ☐ Manager's Registration (Lodging & Entertainment)..... \$30.00
- ☐ Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.)..... No Fee

Please note that Manager's Registration for Hotel & Restaurant, Lodging & Entertainment, and Tavern licenses requires a local fee with submission to the local licensing authority as well. Please reach out to local licensing authorities directly regarding local processing and fees.

Section B – Duplicate License

- ☐ Duplicate License \$50.00

Item 5.

- Do Not Write in This Space – For Department of Revenue Use Only**

The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.

Retail Warehouse Storage Permit or a Wholesalers Branch House Permit

- ☐ **Retail Warehouse Permit for:**
- ☐ On-Premises Licensee (Taverns, Restaurants etc.)
- ☐ Off-Premises Licensee (Liquor stores)
- ☐ **Wholesalers Branch House Permit**

Address of Storage Premise

City

County

ZIP Code

Attach a deed/lease or rental agreement for the storage premises.

Attach a detailed diagram of the storage premises.

Change Trade Name or Corporate Name

- ☐ Change of Trade Name/DBA only
- ☒ Corporate Name Change (Attach the following supporting documents)
1. Certificate of Amendment filed with the Secretary of State, or
 2. Statement of Change filed with the Secretary of State, and
 3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.

Old Trade Name

Fiesta Mexicana

New Trade Name

Fiesta Tapatia

Old Corporate Name

Pepe LLC

New Corporate Name

Tany LLC

Change of Location

Item 5.

Note to Retail Licensees: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 44-3-311(1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.

Date filed with Local Authority

August 15, 2024

Date of Hearing

October 1, 2024

Address of current premises.

Address

1220 E Highway 50

City

Salida

County

Chaffee

ZIP Code

81201

Address of proposed New Premises

(Attach copy of the deed or lease that establishes possession of the premises by the licensee)

Address

710 Milford St

City

Salida

County

Chaffee

ZIP Code

81201

New mailing address if applicable.

Address

[REDACTED]

City

Salida

County

Chaffee

State

CO

ZIP Code

81201

Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.

DR 8496 (03/27/23)
COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
 PO Box 17087
 Denver CO 80217-0087
 Fax (303) 205-2341
 Phone (303) 205-2300

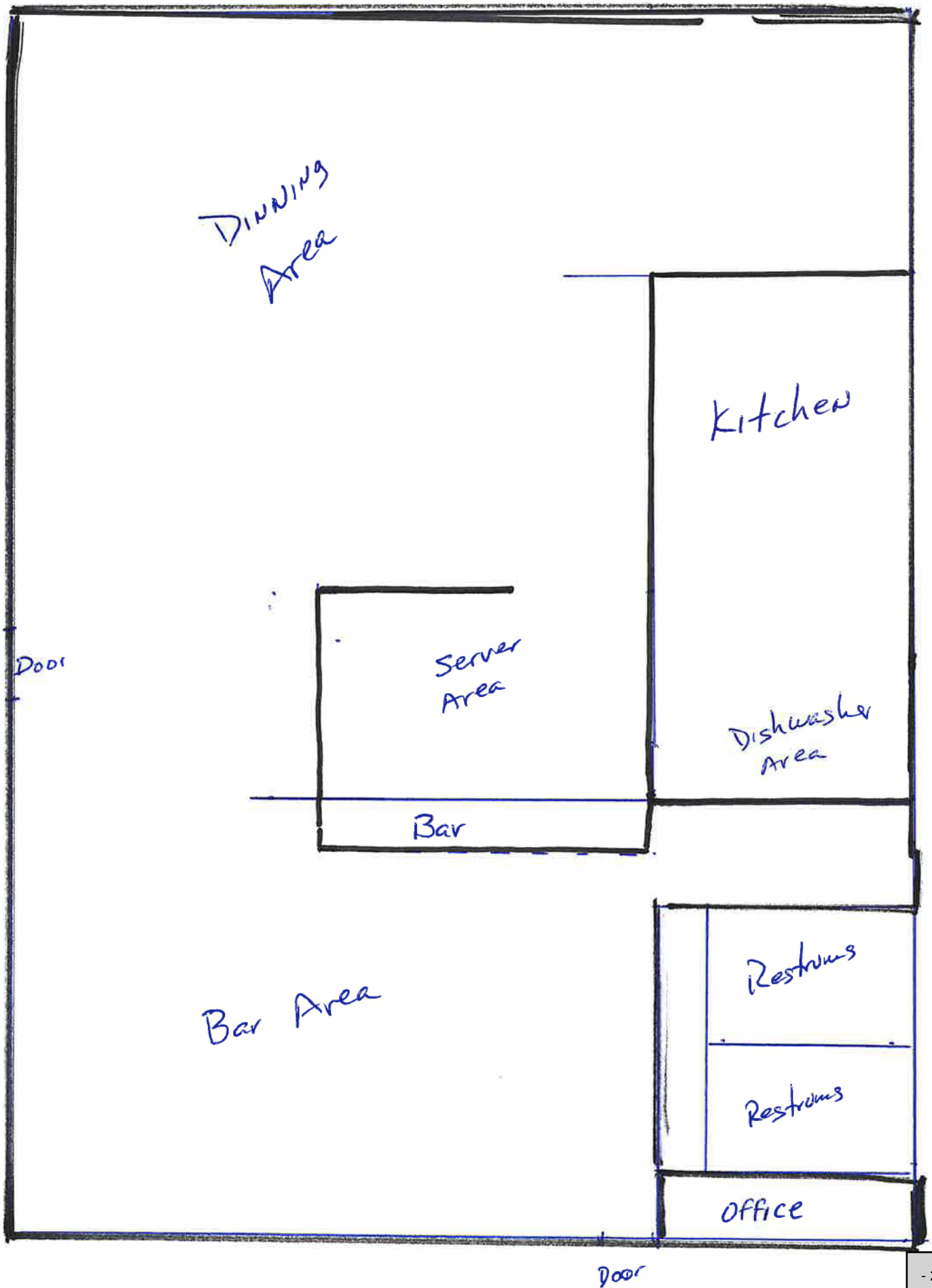
Fees Due	
Initial Application Fee	\$11.00
Renewal Fee	\$11.00

Takeout and Delivery Permit Application & Renewal (On-Premises Applicants Only)

☐ Initial Application		☒ Renewal - <i>Change of location</i>	
Corporate Business Name <i>Tany LLC</i>		Trade Name (DBA) <i>Fiesta Tapatia</i>	
Physical Address of Premises <i>710 Milford Street</i>		Liquor License Number <i>03-04102</i>	
City <i>Salida</i>		County <i>Chaffee</i>	State <i>CO</i>
Mailing Address (if different than Physical Address) <i>710 Milford Street</i>		Suite/Unit Number	
City <i>Salida</i>		State <i>CO</i>	ZIP Code <i>81201</i>
Business Phone Number <i>(719) 539-5203</i>		Business Email Address	
1. Are you applying/renewing: ☐ Delivery ☐ Takeout ☒ Both Takeout and Delivery			
2. You certify that the delivery of alcohol beverages shall only be made to a person TWENTY-ONE (21) years of age or older at the address specified in the order.			☒ Yes ☐ No
3. You certify that the delivery must be made by the licensee or the licensee's employee who is at least TWENTY-ONE (21) years of age and is using a vehicle owned or leased by the licensee to make the delivery.			☒ Yes ☐ No
4. You certify that the licensee's employee who delivers the alcohol beverages shall note and log at the time of delivery, the name and date of birth of the person the alcohol beverages are delivered to. Under no circumstances shall a person under TWENTY-ONE (21) years of age be permitted to receive a delivery of alcohol beverages.			☒ Yes ☐ No
5. You understand that a licensee must derive no more than FIFTY (50) percent of its gross annual revenues from sales of alcohol beverages that the licensee delivers.			☒ Yes ☐ No
6. Are you using a third party's ordering software to take orders?			☒ Yes ☐ No
If you answered "Yes" to question number six (6) above, upload all documents concerning the agreement between the ordering service and the licensee. Note - While a third party's ordering software may be used, physical delivery can only be accomplished by the licensee or the licensee's employee using a vehicle owned or leased by the licensee.			
7. Have you verified with your local licensing authority that no local permits are required for takeout and delivery?			☒ Yes ☐ No
8. Are you the applicant or an authorized agent of the business?			☒ Yes ☐ No
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.			☒ Yes ☐ No
Name of the applicant or an authorized agent of the business <i>Jose Pena</i>		Title of the applicant or an authorized agent of the business <i>OWNER</i>	
Signature <i>Jose Pena</i>		Date <i>08-15-24</i>	

Payment (Please submit Payment in one of the following ways):

Via mail with your application P.O. Box 17087 Denver, CO 80217-0087	Via email to: DOR_liqlicensing@state.co.us An email will be sent to you with directions on how to make a payment via our online payment portal.
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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,

Tany LLC

is a

Limited Liability Company

formed or registered on 08/06/2024 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 20241835852 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/16/2024 that have been posted, and by documents delivered to this office electronically through 09/17/2024 @ 15:57:31 .

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 09/17/2024 @ 15:57:31 in accordance with applicable law. This certificate is assigned Confirmation Number 16393470 .



Jena Griswold

Secretary of State of the State of Colorado

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

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



Articles of Organization for a Limited Liability Company

filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

The domestic entity name of the limited liability company is Tany LLC

The principal office street address is

710 Milford St
Salida CO 81201
US

The principal office mailing address is

217 E 7th St
Salida CO 81201
US

The name of the registered agent is Jose Pena

The registered agent's street address is

217 E 7th St
Salida CO 81201
US

The registered agent's mailing address is

217 E 7th St
Salida CO 81201
US

The person above has agreed to be appointed as the registered agent for this entity.

The management of the limited liability company is vested in Members

There is at least one member of the limited liability company.

Person(s) forming the limited liability company

Jose Pena
217 E 7th St
Salida CO 81201
US

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., and, if applicable, the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

PUBLIC NOTICE

Notice is hereby given that an application has been presented to the City of Salida Local Liquor Licensing Authority for a Change of Location for the Hotel and Restaurant License at 1220 E. Highway 50, Tany, LLC dba Fiesta Tapita (formerly Fiesta Mexicana) to 710 Milford Street.

A hearing on the application received August 15, 2024 will be held before the Local Licensing Authority of the City of Salida, Colorado at the hour of 6:00 p.m., or as soon thereafter as may be heard, on Tuesday, October 1, 2024 in the City Council Chambers, 448 East 1st Street, Salida, Colorado. At said time and place, any interested persons may appear to be heard for or against the granting of said license.

LIQUOR LICENSING AUTHORITY

Kristi Jefferson, City Clerk

Published in The Mountain Mail August 20, 2024

NOTICE

NO PETS ALLOWED
 SERVICE ANIMALS
 SPECIALLY TRAINED
 TO ASSIST PERSONS WITH
 DISABILITIES ARE EXCEPTED

NOTICE**PURSUANT TO THE LIQUOR LAWS
OF COLORADO**

TANY, LLC dba FIESTA TAPATIA Liquor License #03-04102

1220 East Highway 50

Salida, CO 81201

**HAS REQUESTED THE LICENSING
OFFICIALS OF** City of Salida

TO Change of Location for Liquor License #03-04102

LICENSE AT: 1220 E Hwy 50
 In 710 Milford Street, Salida CO 81201

HEARING ON APPLICATION TO BE HELD AT:

City Council Chambers

440 E First Street, Ste. 150, Salida, CO 81201

TIME AND DATE: 6:00 pm October 1, 2024

DATE OF APPLICATION: August 15, 2024

BY ORDER OF: City of Salida

OFFICERS: Josue Pena

NOTICE OF THE PLACE, TIME AND DATE OF HEARING ON APPLICATION FOR LIQUOR LICENSE

80



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Bill Almquist - Community Development Director	September 17, 2024

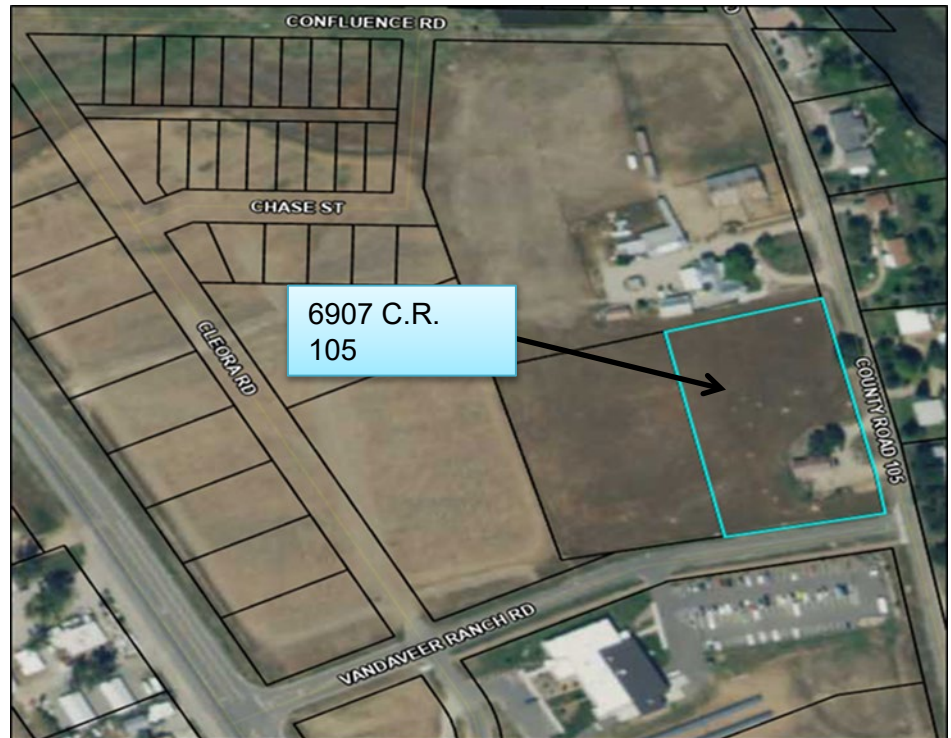
ITEM

Resolution 2024-59 – Approval of the Subdivision Improvements, Development Improvements, and Inclusionary Housing Agreement for the Flour Mill Planned Development Overlay and Major Subdivision.

BACKGROUND

The Flour Mill Planned Development and Major Subdivision was approved by City Council with the adoption of Ordinance 2023-20 on January 2, 2024. The Flour Mill PD and Major Subdivision is a 14 lot, 69-unit residential project on 2 acres located at 6907 C.R. 105.

The attached agreement addresses the financial guarantee for the construction of public and other improvements within the subdivision and the particulars for implementing the City's inclusionary housing requirements. The particulars of these two main sections of the Flour Mill Planned Development and Subdivision



Agreement are described below. Note that a separate Incentives Agreement between the City and the developer will also be considered outside of this item and related to additional proposed provisions for affordability.

Subdivision Improvement Agreement: Section 16-2-60 of the Salida Municipal Code (SMC) requires a subdivision improvement agreement. Section 5 of the agreement sets the standard for the developer to put in place a financial guarantee 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 must be 125% of the estimated cost; for the Flour Mill project the amount is



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Bill Almquist - Community Development Director	September 17, 2024

\$1,029,061.25. 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 SMC requires Planned Developments and Major Subdivisions to include at least 16.7% of the units as affordable. The code requires a final agreement between the City and the Developer for how the inclusionary housing requirements will be met.

- Section 7 defines how minimum inclusionary housing responsibilities will be met. The developer has chosen to provide at least one (1) for-sale single-family residential unit, at least fourteen (14) for-sale condominiums and at least twenty (20) rental units to meet the inclusionary housing requirement for the Flour Mill Planned Development and Major Subdivision.

STAFF RECOMMENDATIONS

Staff recommends the City Council approve the Subdivision Improvements, Development Improvements, and Inclusionary Housing Agreement for the Flour Mill Planned Development and Major Subdivision.

SUGGESTED MOTION

A Council person should make the motion to “Approve Resolution 2024-59 to approve the proposed Subdivision Improvements, Development Improvements, and Inclusionary Housing Agreement for the Flour Mill Planned Development and Major Subdivision.”

Attachments: Resolution 2024-59
Exhibit A - Subdivision Improvements, Development Improvements, and Inclusionary Housing Agreement
Flour Mill Planned Development Plat
Flour Mill Major Subdivision Plat

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 59
(Series 2024)**

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

WHEREAS, the property owners, Biker Baker Holdings, LLC (“Developer”) are owners of the proposed Flour Mill Planned Development and Major Subdivision; and

WHEREAS, on January 2, 2024 the City Council approved Ordinance 2023-20 for the Flour Mill Planned Development and Major Subdivision which consists of fourteen (14) lots on the 2 acre (“Property”); and

WHEREAS, pursuant to Sections 16-2-60 of the Salida Municipal Code (“Land Use Code”) and the conditions set forth in Ordinance 2023-20, the City and the Developer wish to enter into a Subdivision Improvements Agreement and Development Improvements Agreement to set forth their understanding concerning the terms and conditions for the construction of the subdivision public improvements and other improvements; and

WHEREAS, 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; and

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

WHEREAS, upon such approval, city staff shall be permitted to correct nonsubstantive 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, Development Improvements, and Inclusionary Housing Agreement for the Flour Mill Planned Development and Major Subdivision, attached hereto and incorporated herein as “Exhibit A” is hereby approved.

RESOLVED, APPROVED AND ADOPTED on this _____ day of _____, 2024.

CITY OF SALIDA, COLORADO

Mayor Dan Shore

(SEAL)
ATTEST:

City Clerk/Deputy City Clerk

EXHIBIT A

DEVELOPMENT IMPROVEMENTS, SUBDIVISION IMPROVEMENTS, AND INCLUSIONARY HOUSING AGREEMENT (Flour Mill PD and Major Subdivision)

THIS SUBDIVISION IMPROVEMENT AND INCLUSIONARY HOUSING AGREEMENT (the “Agreement”) is made and entered into this ___ day of _____, 2024, by and between the CITY OF SALIDA, COLORADO, a Colorado statutory city (“City”), and BIKER BAKER HOLDINGS, LLC a limited liability company, or its successors and assigns and any subsequent owners of the Property, (“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 Flour Mill Planned Development and Major Subdivision (the “Project”), and more particularly described on attached **Exhibit B**, 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 14-lot major subdivision for the residential project on a 2-acre site zoned R-3 on January 2, 2024, when the City Council adopted Ordinance 2023-20 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 and/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 _____, 20__ 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 “Association” means a common interest community association that the Developer may form pursuant to the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101 et seq., responsible for managing, maintaining, and governing the common elements, enforcing covenants, and collecting assessments from the unit owners within the community. The Association operates in accordance with the covenants, conditions, and restrictions (CC&Rs) set forth in the Declaration and Bylaws, and is empowered to act on behalf of the collective interests of its members, who are the unit owners.
- 2.3 “Affordable Housing” means units that are permanently deed restricted to be sold or rented. The prices for sale or rents charged for permanently affordable priced dwelling units shall not exceed a price that is affordable to a household earning the applicable percentage of Area Median Income (AMI) for Chaffee County as specified by Ordinance 2023-10.
- 2.4 “Building Permit” means any building permit issued under the Permit Application, if approved.
- 2.5 “City” means the City of Salida, a Colorado statutory City.
- 2.6 “City Administrator” means the City Administrator of the City of Salida, and the City Administrator’s designee.
- 2.7 “City Code” means the City of Salida Municipal Code.
- 2.8 “City Council” means the City Council of the City of Salida, Colorado.
- 2.9 “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.
- 2.10 “Developer” means Biker Baker Holdings, LLC, and its successor(s)-in-interest, assigns and any subsequent owners of the Property.
- 2.11 “Development” means all work on the Property required to transform the Property into the

Flour Mill Planned Development and Major Subdivision approved by the City by means of Ordinance 2023-20. 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.”

- 2.12 “Drainage Plan” means the drainage system designed for the subdivision in accordance with Section 16-8-60 of the Land Use Code.
- 2.13 “Easement Lands” means all real property to be dedicated to the City hereunder in the form of easements.
- 2.14 “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.
- 2.15 “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.
- 2.16 “Land Use Code” means the City’s Land Use and Development Code, Title 16 of the City Code.
- 2.17 “Native Vegetation” means “native plant” as defined in the Colorado Noxious Weed Act, C.R.S. § 35-5.5-103(15).
- 2.18 “Noxious Weed” takes the meaning given to that term in the Colorado Noxious Weed Act, C.R.S. § 35-5.5-103(16).
- 2.19 “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.
- 2.20 “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.
- 2.21 “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.
- 2.22 “Property” means the land that is known as the “Flour Mill Planned Development and Major Subdivision” and described in attached **Exhibit B**.
- 2.23 “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.

- 2.24 “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.
- 2.25 “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.
- 2.26 “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.
- 2.27 “Subdivision Plat” means Flour Mill Major Subdivision of the Property approved by Ordinance No. 2023-20.
- 2.28 “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 Flour Mill Planned Development and Major Subdivision. The Flour Mill Planned Development and Major Subdivision is a residential project consisting of residential uses in conformance with specific requirements stated in Ordinance 2023-20. The Developer intends to develop the project including a major subdivision of 14 lots and will be constructing three (3) single-family residences, three (3) duplex buildings and three multi-family buildings containing 20 units in each.
- 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, as reasonable, with respect to the Required Improvements for the Property, in each case consistent with the intent of this Agreement, the Incentive and Development Agreement and the City Code.

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. 2023-20; 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 overlay and major subdivision by the City Council on January 2, 2024, 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 **Public 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. Developer shall not be issued a building permit or begin construction prior to the City Engineer's approval of Developer's submitted Public Improvement plans as pursuant to Section 5.4 below.

- 5.4 Required Improvements. Attached **Exhibit C**, 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 to complete construction and installation of those Required Improvements, including both labor and materials. Cost estimate based on public improvements per civil engineering construction drawings as prepared by Crabtree Group Inc. 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 5.10 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.
- 5.5 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.
- 5.6 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 reasonable costs associated with the City's observation of Development on the Property and inspection of the Required Improvements. Promptly, but in no event more than [REDACTED] business days following such inspection and testing, the City shall provide Developer with an invoices for all costs associated with its observation, inspection, and testing, and Developer shall promptly pay such costs to the City. 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.
- 5.7 City Engineer's Written Approval of Required Improvements. Promptly following the Developer's request, and in no case more than [REDACTED] business days following such 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. Promptly, but in no case more than [REDACTED] business days following such inspection, the City Engineer or the City Engineer's designee shall either: (i) confirm in writing the date(s) on which (A) individual Required Improvements have been completed in conformity with the approved plans and specifications, and (B) all Public Improvements have been completed in conformity with the approved plans and specifications, or (ii) respond in writing with the deficiencies in the Required Improvements. In the event the City Engineer responds with a notice under Section 5.7(ii), the Developer shall make all corrections necessary to bring the Required Improvements into conformity with the approved plans and specifications, and the process set forth above shall be repeated until the City Engineer or its designee is reasonably satisfied that the foregoing has been satisfied.

- 5.8 Performance Guarantee. Before commencement of any further construction on the Required Improvements, the Developer shall furnish the City with an effective Performance Guarantee in the amount of 125% of the total estimated cost of completing the Required Improvements, as shown on Exhibit C. The total estimated cost of completing the Required Improvements, including both labor and materials, is \$823,249.00. Therefore, the Performance Guarantee must be in an amount equal to \$1,029,061.25.
- 5.8.1 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.
- 5.8.2 The Developer shall extend or replace the Performance Guarantee at least thirty (30) 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 5.8 and the Land Use Code.
- 5.8.3 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 shall authorize a release of the Performance Guarantee in the amount of 75% of the documented cost of the Completed Improvements, pursuant to the terms of this Agreement.
- 5.8.4 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 C**.
- 5.8.5 Upon the expiration of both the Public Improvements Warranty Period and the Other Required Improvements Warranty Period described in paragraph 5.10 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 5.11 below, the City Council shall authorize a full release of the Performance Guarantee.
- 5.8.6 Failure to provide or maintain the Performance Guarantee in compliance with this paragraph 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.
- 5.9 Conveyance of Public Improvements. Within twenty-eight days of the City's final acceptance of

the Public Improvements in accordance with paragraph 5.11 below, the Developer shall, at no cost to the City, do the following:

- 5.9.1 Developer shall provide a written request to the Public Works Director for final inspection of improvements. Promptly upon successful completion of acceptance requirements, but in no case more than business days following Developer's written request, the Public Works Director will provide to the Developer a Letter of Acceptance.
- 5.9.2 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.
- 5.10 Warranty. The Developer shall warrant the Public Improvements for one year from the date that the City Engineer, in accordance with paragraph 5.7 above, 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 5.7 above, 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.
- 5.11 Final Acceptance of Public Improvements. Upon expiration of the Public Improvements Warranty Period, and provided that any breaches of warranty have been cured and any defects in workmanship and/or materials have been corrected, the City shall issue its final written acceptance of the Public Improvements. Thereafter, the City shall maintain such Public Improvements.
- 5.12 Inspection Distinguished from Approval. Inspection, acquiescence, and/or verbal approval by any City official of construction on the Property, at any particular time, will not constitute the City's approval of the Required Improvements as required hereunder. Such written approval will be given by the City only in accordance with paragraph 5.10 above.
- 5.13 Revegetation. Any area disturbed by construction must be promptly revegetated with Native Vegetation following completion of such work unless a building permit application has been requested for such area. In addition, the Developer shall control all Noxious Weeds within such area to the reasonable satisfaction of the City.
- 5.14 Local Utilities. In addition to the Required Improvements, the Developer shall install service lines for both on-site and off-site local utilities necessary to serve the Property, including without

limitation service lines for telephone, electricity, natural gas, cable television, and street lights. The Developer shall install such service lines underground to the maximum extent feasible. If such lines are placed in a street or alley, they must be in place prior to surfacing.

- 5.15 Landscape Improvements. “**Other Required Improvements**” are landscape improvements consisting of right of way and parkway landscaping in accordance with the requirements of the approved landscape improvement plan for the Subdivision and the requirements of Section 16-8-90 of the Land Use Code. The Developer or the Association shall be responsible for the Other Required Improvements Warranty Period.
- 5.16 Drainage Improvements. As shown on **Exhibit C**, 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.
 - 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 or Association, subject to easements to allow the City access in the event that the Developer or Association 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 below:
- 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.
- 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 E**.
- 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 Development Fees. The Developer shall pay to the City any fees required to be paid under this Agreement or the currently existing City Code or Schedule of Fees, unless otherwise reduced by that Incentive and Development Agreement between the City and Developer and recorded onto the Property. Payment of such fees 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.

Section 6 – Construction Schedule

- 6.1 **Construction Schedule.** Attached **Exhibit D**, which is incorporated herein by this reference, provides the schedule according to which construction will occur, including construction and installation of all Required Improvements (“**Construction Schedule**”). 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 may 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 C**.
- 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). If any delay is caused in whole or in part by the City, the time for completion shall be extended by a reasonable period.

Section 7 – Inclusionary Housing

- 7.1 **Agreement to Provide Affordable Housing Consistent with Article XIII of the Land Use Code.** The Developer agrees to construct and provide a minimum of fifty percent (50%) of the residential units on the Property as permanently deed-restricted, with such deed restriction form to be drafted by the City Attorney pursuant to City Code to be reasonably approved by the City Attorney before recordation. The Developer hereby agrees, at minimum, to construct and deed restrict as permanently affordable units as follows: one (1) of the for-sale residential units in Phase 1; fourteen (14) of the for-sale condominiums in Phase 2; and twenty (20) rental units in Phase 3. The prices for sale or rents charged for permanently affordable deed restricted residential units shall not exceed a price that is affordable to a household earning the applicable percentage of Area Median Income (AMI) for Chaffee County as specified within Chapter 16, Article XIII of the Salida Municipal Code (the “Inclusionary Housing Ordinance”), unless more specifically provided within this Section 7. Development of the affordable housing units shall be according to the additional standards specified below:
- 7.1.1. Phase 1 (Single-family and Duplex homes) - A certificate of occupancy must be issued for one (1) unit meeting the for-sale Inclusionary Housing deed restriction, prior to issuance of certificate of occupancy of the 6th market rate for-sale unit in Phase 1. The

average sales price of the affordable housing unit shall not exceed a price affordable to households earning one hundred forty (140) percent AMI for Chaffee County.

- 7.1.2. Phase 2 (both Condominium buildings) – A minimum of seven (7) out of the 20 condominium units in each building must be permanently deed restricted meeting the parameters of the for-sale Inclusionary Housing Ordinance and policy, prior to certificate of occupancy of the first condominium building in Phase 2. A certificate of occupancy will not be issued to each individual condominium unit but to the entire building. The average sales price of the affordable housing unit (studios) shall not exceed a price affordable to households earning up to one hundred (100) percent AMI for Chaffee County. The Developer plans to construct 16 studios and 4 two-bedrooms in each of the 2 Condominium buildings. In each of the 2 condominium buildings, there will be at least one (1) deed restricted two-bedroom unit and six (6) deed restricted studio units.
- 7.1.3. Phase 3 (Apartment building)- All twenty (20) rental units in the apartment building will be permanently deed-restricted affordable residential units meeting the parameters of the Inclusionary Housing Ordinance for rental units, prior to certificate of occupancy of the apartment building in Phase 3. Developer shall provide 16 studios for rent at prices up to 80% AMI and 4 two-bedroom units for rent at prices up to 100% AMI.
- 7.1.4 Deed-restricted affordable units within the Association or 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.

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 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.
- 9.2.1 Indemnification.
- 9.2.2 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) 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, (b) 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.

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- 9.2.3 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 E**.
- 9.2.4 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 and the Incentive and Development 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.

Notice. All notices required under this Agreement must be in writing and must be hand- delivered sent by registered or certified mail, return receipt requested, postage prepaid, or by email with read receipt requested, 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
 cityadministrator@cityofsalida.com

With a copy to: Nina P. Williams, Esq.
 Wilson Williams Fellman Dittman
 1314 Main Street, Suite 101
 Louisville, CO 80027
 nina@wwfdlaw.com

Notice to the Developer: Biker Baker Holdings, LLC
 815 G Street
 Salida, CO 81201
 rob@sweetiesinsalida.com

With a copy to: Principle Law
Attn: Attorney Nathan T. Lawrence
 PO Box 1224
 Salida, CO 81201
 nathan@principle.law

- 11.6 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.
- 11.7 Recording. The City shall record this Agreement with the Clerk and Recorder of Chaffee County, Colorado, at the Developer's expense.
- 11.8 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).
- 11.9 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.
- 11.10 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.
- 11.11 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.

- 11.12 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.
- 11.13 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, Dan Shore

ATTEST:

City Clerk/Deputy City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

Acknowledged, subscribed, and sworn to before me this _____ day of _____
202____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:

Biker Baker Holdings, LLC

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

Acknowledged, subscribed, and sworn to before me this ____ day of _____ 202____ by
_____, as representative of Biker Baker Holdings, LLC.

WITNESS my hand and official seal.

My Commission expires: _____

Notary Public

EXHIBIT B**LEGAL DESCRIPTION OF PROPERTY**

A PARCEL OF LAND LOCATED WITHIN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO, BEING LOT 3 OF THE TRIPLE T RANCH MINOR SUBDIVISION AND A PORTION OF CHAFFEE COUNTY ROAD NO. 105, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT LOCATED AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF VANDAVEER RANCH ROAD AND THE WESTERN RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO. 105, SAID POINT BEING MARKED BY A 1½" ALUMINUM CAP STAMPED "LS 16117" AND BEING THE POINT OF BEGINNING;

THENCE SOUTH 78°47'57" WEST ALONG SAID NORTH RIGHT-OF-WAY OF VANDAVEER RANCH ROAD, A DISTANCE OF 221.72 FEET;
 THENCE NORTH 12°14'41" WEST, A DISTANCE OF 383.06 FEET;
 THENCE NORTH 73°55'54" EAST, A DISTANCE OF 221.81 FEET TO SAID WESTERN RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO. 105;
 THENCE NORTH 12°48'58" WEST A DISTANCE OF 60.18 FEET;
 THENCE NORTH 13°53'16" WEST A DISTANCE OF 268.86 FEET;
 THENCE NORTHWESTERLY AND DEFLECTING TO THE LEFT, A DISTANCE OF 169.14 FEET ALONG THE ARC OF A CURVE HAVING A RADIUS OF 820.00 FEET, A DELTA ANGLE OF 11°49'07", A CHORD LENGTH OF 168.84 FEET AND A CHORD BEARING OF NORTH 19°46'48" WEST;
 THENCE NORTH 25°25'46" WEST A DISTANCE OF 16.62 FEET, THIS AND THE PREVIOUS 3 COURSES ARE ALONG SAID WESTERN RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO. 105;
 THENCE SOUTH 88°48'25" EAST A DISTANCE OF 55.88 FEET TO THE EASTERN RIGHT-OF-WAY OF SAID CHAFFEE COUNTY ROAD NO. 105;
 THENCE SOUTH 17°20'35" EAST A DISTANCE OF 299.74 FEET;
 THENCE SOUTH 14°18'14" EAST A DISTANCE OF 237.32 FEET;
 THENCE SOUTH 11°01'56" EAST A DISTANCE OF 251.91 FEET;
 THENCE SOUTH 10°39'25" EAST A DISTANCE OF 180.73 FEET, THIS AND THE PREVIOUS 3 COURSES ARE ALONG SAID EASTERN RIGHT-OF-WAY OF SAID CHAFFEE COUNTY ROAD NO. 105;
 THENCE SOUTH 78°47'57" WEST A DISTANCE OF 47.24 FEET TO SAID WESTERN RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO. 105 ;
 THENCE NORTH 09°55'44" WEST ALONG SAID WESTERN RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO. 105, A DISTANCE OF 66.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.10 ACRES

ALSO KNOWN BY THE FOLLOWING ADDRESS:

6907 COUNTY ROAD 105, SALIDA, CO 81201

AND ASSESSOR'S SCHEDULE OR PARCEL NUMBER: 380709100072

GARTZMAN-THE FLOUR MILL
EOPC PUBLIC INFRASTRUCTURE

EXHIBIT C

8/27/24 AGENCY REVIEW PLAN SET DATED 2/14/24

QNTY				COST
P1	UNIT	DESCRIPTION	UNIT COST	P1
2	AC	CLEAR AND GRUB	\$10,000.00	\$ 20,000.00
9666	SY	CUT AND FILL OVERLOT GRADING	\$9.00	\$ 86,994.00
1	EA	CUT AND CAP EXISTING SAS SERVICE AT MAIN	\$2,500.00	\$ 2,500.00
3	EA	REMOVE AND DISPOSE OF UTILITY POLE	\$1,500.00	\$ 4,500.00
1256	SY	REMOVE AND DISPOSE OF CHIP SEAL ROAD	\$9.00	\$ 11,300.00
137	SY	REMOVE AND DISPOSE OF ASPHALT	\$13.50	\$ 1,845.00
17	SY	REMOVE AND DISPOSE OF CONCRETE	\$18.00	\$ 300.00
390	CY	UNDERGROUND STORMWATER DETENTION	\$105.00	\$ 40,950.00
2	EA	RETENTION PONDS-GRADING AND RIP RAP	\$5,500.00	\$ 11,000.00
2	EA	STORM INLET	\$6,000.00	\$ 12,000.00
150	LF	12" STORM PIPE	\$80.00	\$ 12,000.00
474	LF	30" CITY STANDARD CURB AND GUTTER	\$42.00	\$ 19,908.00
392	SY	4" SIDEWALK OVER 4" ROAD BASE	\$90.00	\$ 35,310.00
28	SY	6" CONCRETE OVER 6" ROAD BASE (DRIVEWAYS)	\$108.00	\$ 3,060.00
1468	SY	5" ASPHALT OVER 8" ROAD BASE (OR MILLINGS)	\$86.50	\$ 126,982.00
2	EA	ADA RAMP (ALSO PAID FOR SIDEWALK AREA)	\$2,500.00	\$ 5,000.00
2	EA	SANITARY SEWER MANHOLE	\$6,500.00	\$ 13,000.00
350	LF	8" SANITARY SEWER MAIN	\$105.00	\$ 36,750.00
630	LF	4" SANITARY SEWER SERVICE	\$75.00	\$ 47,250.00
13	EA	SANITARY SEWER SERVICE CLEANOUT	\$800.00	\$ 10,400.00
490	LF	8" WATER MAIN	\$110.00	\$ 53,900.00
3	EA	FIRE HYDRANT ASSEMBLY	\$9,500.00	\$ 28,500.00
2	EA	8X4" HOT TAP	\$5,000.00	\$ 10,000.00
310	LF	4" FIRE SUPPRESSION LINE	\$90.00	\$ 27,900.00
3	EA	2" TAPPING SADDLE, CORP, CURB, Meter not included	\$5,000.00	\$ 15,000.00
500	LF	2" WATER LINE	\$67.00	\$ 33,500.00
10	EA	3/4" CORP, CURB, METER NOT INCLUDED	\$3,500.00	\$ 35,000.00
650	LF	3/4" WATER LINE	\$55.00	\$ 35,750.00
		MISC Construction Costs		\$ -
1	EA	Mobilization	\$10,000.00	\$ 10,000.00
1	EA	Storm water management, erosion and dust control	\$36,000.00	\$ 36,000.00
1	EA	Traffic Control	\$10,000.00	\$ 10,000.00
1	EA	Survey and construction staking	\$15,000.00	\$ 15,000.00
1	EA	Performance Bond	\$11,650.00	\$ 11,650.00
		TOTAL		\$ 823,249.00
				PHASE 1

The Flour Mill - Public Improvements
Schedule DRAFT

EXHIBIT D

Prepared 8/27/24

		Week Starting:	9/12/2024	9/19/2024	9/26/2024	10/3/2024	10/10/2024	10/17/2024	10/24/2024	10/31/2024	11/7/2024	11/14/2024	11/21/2024	11/28/2024	12/5/2024	12/12/2024	12/19/2024	12/26/2024	1/2/2025	1/9/2025	1/16/2025	1/23/2025	1/30/2025	2/6/2025	2/13/2025	2/20/2025	2/27/2025	3/6/2025	3/13/2025	3/20/2025	3/27/2025	4/3/2025	4/10/2025	4/17/2025	4/24/2025	5/1/2025
Item	Start	End																																		
PHASE 1 - DEMO	10/1/2024	12/1/2024				X	X	X	X	X	X	X	X	X																						
SANITARY SEWER	10/20/2024	5/1/2025							X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
WATER	10/20/2024	5/1/2025							X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
STREET	11/15/2024	5/1/2025										X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

Open Records Policy – EXHIBIT E
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: \$41.37

City Maps \$5/ black & white ink, paper 24" x 36"

\$10/colored ink, paper 24" x 36"

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

SHEET NO.
2
OF **2** SHTS.
PROJECT NO.
22020

CERTIFICATION OF TITLE

TITLE AGENT

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

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

NOTARY PUBLIC

- 1) BASIS OF BEARING FOR THIS SURVEY IS GRID NORTH FROM COLORADO STATE PLANE COORDINATE SYSTEM CENTRAL ZONE, BASED ON G.P.S. OBSERVATIONS ALONG THE NORTHERN RIGHT-OF-WAY OF VANDAVEY RANCH ROAD BETWEEN A 1 1/2" ALUMINUM CAP STAMPED "15 37937" AND A 1 1/2" ALUMINUM CAP STAMPED "15 16117" HAVING A BEARING OF NORTH 78°47'57" EAST.
- 2) THIS SURVEY WAS PERFORMED IN CONJUNCTION WITH WESTCOR LAND TITLE INSURANCE COMPANY (CENTRAL COLORADO TITLE AND ESCROW), COMMITMENT NO. 22-20579, DATED AUGUST 15, 2022.
- 3) ZONE: P.D.
- 4) FEES-IN-LIEU FOR OPEN SPACE AND FOR FAIR CONTRIBUTIONS TO SCHOOLS SHALL BE REQUIRED PRIOR TO CERTIFICATE OF OCCUPANCY FOR ALL UNITS.
- 5) THE SUBDIVISION HAS COMPLIED WITH CHAPTER 16 OF THE SALIDA MUNICIPAL CODE AND IS SUBJECT TO THE TERMS OF THE EXECUTED SUBDIVISION IMPROVEMENT AND INCLUSIONARY HOUSING AGREEMENT, AS RECORDED AT RECEPTION NO. _____.
- 6) UNDERGROUND UTILITIES SHOWN AS MARKED ON THE SURFACE BY UTILITY NOTIFICATION CENTER OF COLORADO AND OTHERS, LANDMARK SURVEYING AND MAPPING ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF ANY UNDERGROUND UTILITIES DEPICTED HEREON.

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

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

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

NOTARY PUBLIC

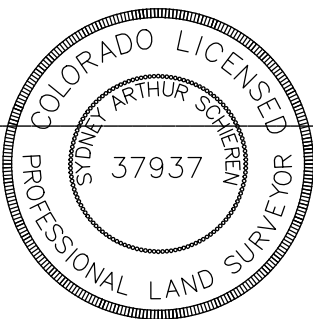
THIS PLAT IS APPROVED FOR FILING AND THE CITY HEREBY ACCEPTS THE DEDICATION OF THE EASEMENTS SHOWN HEREON.

BY: _____
MAYOR

CHAFFEE COUNTY CLERK AND RECORDER

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

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



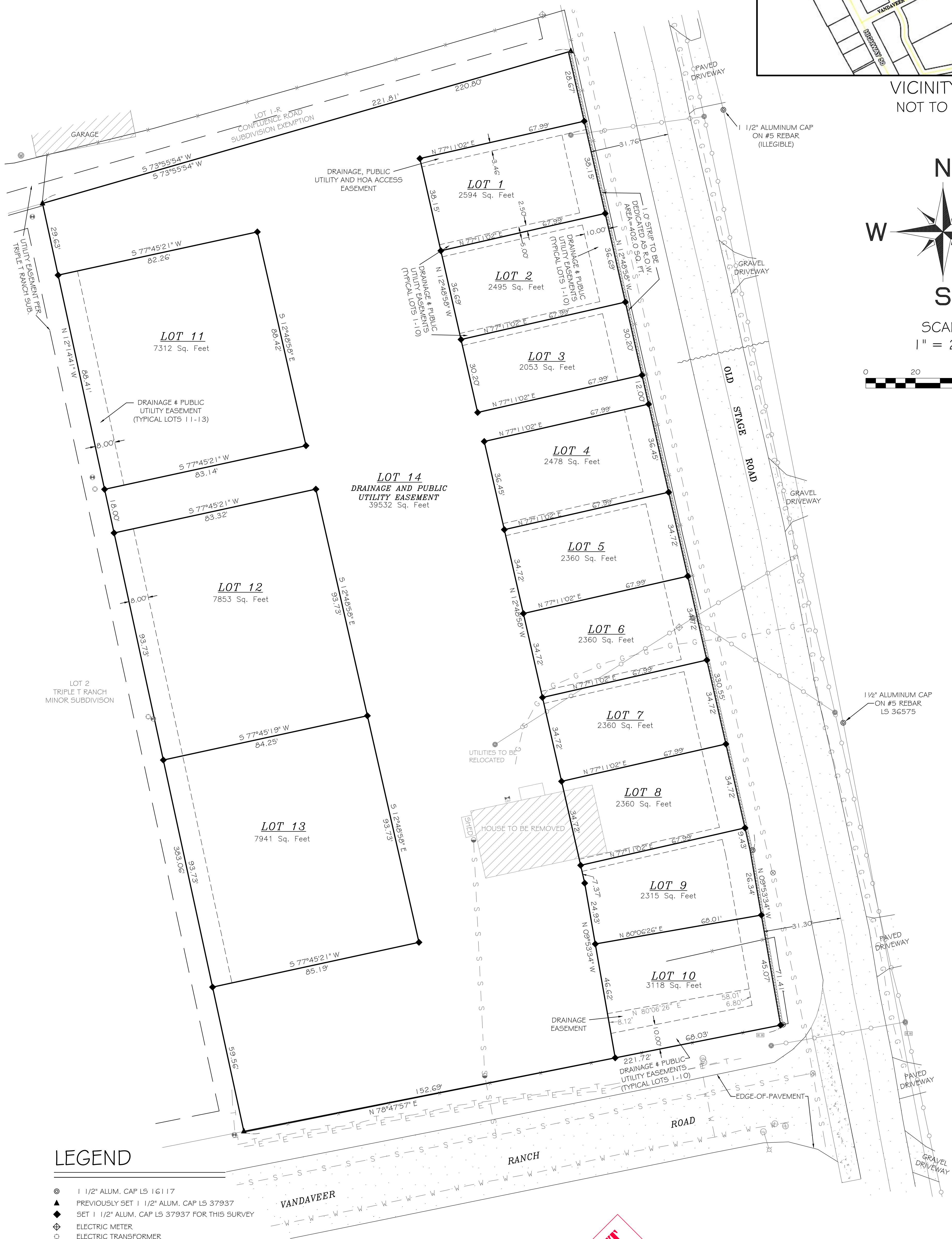
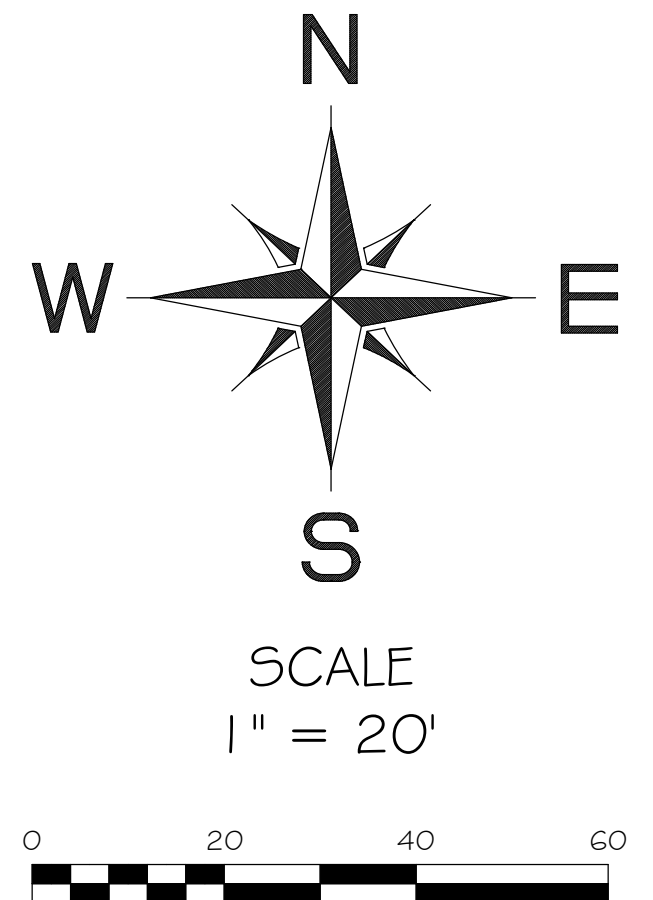
THE FLOUR MILL

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

 **LANDMARK**
SURVEYING & MAPPING

P.O. BOX 668 SALIDA, CO 81201
PH 719.539.4021 FAX 719.539.4031

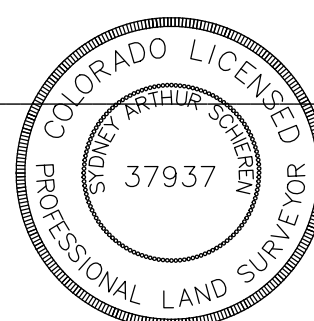
A MAJOR SUBDIVISION OF LOT 3
TRIPLE T RANCH MINOR SUBDIVISION
CITY OF SALIDA
CHAFFEE COUNTY, COLORADO



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

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

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



	REVISED:
	JOB # 22097
	DATE: SEPTEMBER 11, 2023
	SHEET 2 OF 2

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



LANDMARK
SURVEYING & MAPPING

P.O. BOX 668 SALIDA, CO 81201
PH 719.539.4021 FAX 719.539.4031

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



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Nina P. Williams - City Attorney	September 17, 2024

ITEM

Resolution 2024-60 – Approval of an Incentive and Development Agreement with Biker Baker Holdings LLC, Related to the Flour Mill Development

BACKGROUND

The Flour Mill Planned Development and Major Subdivision was approved by City Council with the adoption of Ordinance 2023-20 on January 2, 2024. The Flour Mill development is a 14 lot, 69-unit residential project on 2 acres located at 6907 C.R. 105.

The attached agreement is an Incentive and Development Agreement. Please note that this agreement is related to additionally-proposed provisions of affordability in exchange for financial incentives, and is *distinct* from the Subdivision Improvement and Inclusionary Housing Agreement between the City and the developer, which is a required step in the land use approval processes pursuant to Chapter 16 of the Salida Municipal Code (SMC).



The community and Council has identified the necessity of housing attainable to its workforce as a crucial and emergent issue over the last many years.

The attached Incentive and Development Agreement assists with the construction of 61 permanently restricted affordable housing units at the Flour Mill development, out of the total 69 proposed residential units at the property. This agreement will help facilitate the successful completion of such a project in the community, which will assist the City's workforce, economy and posterity. The agreement reduces certain fees, and allows for reimbursement of costs towards



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Nina P. Williams - City Attorney	September 17, 2024

public infrastructure, in exchange for Biker Baker Holdings' commitment to develop the property in a timely manner. The agreement, which is recorded onto the property and obligates future owners, is also subject to significant clawbacks, guaranteed paybacks and remedies, should such development of these 61 permanently restricted affordable housing units not occur and should the terms of the agreement not be complied with.

FINANCIAL IMPACT

The maximum cost of the incentives identified in the agreement is \$372,500. This is in exchange for and contingent upon the complete construction of 61 permanently restricted affordable housing units by December 31, 2027, as well as many other requirements and specifications. There are significant clawbacks and remedies to ensure that this money is returned to the City should the construction of the 61 permanently restricted affordable housing not be completed.

STAFF RECOMMENDATIONS

Staff recommends the City Council approve the Incentive and Development Agreement with Biker Baker Holdings LLC, related to the Flour Mill development.

SUGGESTED MOTION

A Council person may make the motion to "Approve Resolution 2024-60 to approve the proposed Incentive and Development Agreement with Biker Baker Holdings LLC, related to the Flour Mill development."

Attachments: Resolution 2024-60
Exhibit A – Incentive and Development Agreement

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 60
(Series of 2024)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,
RESOLUTION APPROVING AN INCENTIVE AND DEVELOPMENT AGREEMENT
WITH BIKER BAKER HOLDINGS LLC, RELATED TO THE FLOUR MILL
DEVELOPMENT**

WHEREAS, Biker Baker Holdings, LLC (“Biker Baker Holdings”), a Salida and Colorado limited liability company, intend to construct roughly 69 housing units, with a total of 61 as permanently restricted affordable housing units, within the City of Salida (“City”), also known as the “Flour Mill Development”;

WHEREAS, the community and the Salida City Council (“Council”) has identified the necessity of housing attainable to its workforce as a crucial and emergent issue over the last many years;

WHEREAS, in order to assist with the development of the Flour Mill property with such a significant portion being permanently restricted affordable housing units and in order to facilitate the successful completion of such project which assists the City’s workforce, economy and posterity, the City wishes to provide Biker Baker Holdings the development incentives itemized in the attached Agreement, in exchange for Biker Baker Holdings’ commitment to develop the property in a timely manner, and subject to significant clawbacks, paybacks and remedies should such development not occur;

WHEREAS, City Staff and the City Attorney have drafted, negotiated and finalized the subject Incentive and Development Agreement between the City and Biker Baker Holdings;

WHEREAS, the City Council desires to enter into the attached Incentive and Development Agreement with Biker Baker Holdings, attached hereto as Exhibit A, in order to incentivize the development of the property and the project, to protect, preserve and grow the community’s workforce and local economy, and to stimulate small business growth and the resulting tax revenue to the City.

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

1. The City Council incorporates the foregoing recitals as findings by the City Council.
2. The City Council hereby authorizes the Mayor to sign the Incentive and Development Agreement, attached hereto as Exhibit A, and to execute all necessary documents associated with such approval, subject to final approval by the City Attorney.

RESOLVED, APPROVED AND ADOPTED this 17th day of September, 2024.

CITY OF SALIDA, COLORADO

[SEAL]

By _____
Dan Shore, Mayor

[ATTEST]

City Clerk/Deputy City Clerk

Exhibit A – Legal Description

Lot 3 Triple T Ranch Minor Subdivision, Chaffee County, Colorado

**CITY OF SALIDA, COLORADO
INCENTIVE AND DEVELOPMENT AGREEMENT**

THIS INCENTIVE AND DEVELOPMENT AGREEMENT ("**Agreement**") is made and entered into this ____ day of _____, 2024 ("Effective Date"), by and between the **CITY OF SALIDA**, a statutory municipal corporation and political subdivision of the State of Colorado, whose address is 448 E. First Street, Suite 112, Salida, Colorado 81201, hereinafter referred to as "**City**," and **BIKER BAKER HOLDINGS LLC**, a Colorado limited liability company, or its successors and assigns and any subsequent owners of the Property, whose business address is 815 G Street, Salida, CO 81201, hereinafter referred to as the "**Owner**"; and

WHEREAS, Owner is the owner of that certain real property located within the City of Salida and described on **Exhibit A** attached hereto (the "**Property**"); and

WHEREAS, Owner intends to construct roughly 69 housing units, with a total of 61 as permanently restricted affordable housing units (the "Project"), at the Property within the City of Salida; and

WHEREAS, in order to assist with the development of the Property with such a significant portion being permanently restricted affordable housing units and to facilitate the successful completion of the Project assisting the City's workforce, economy and posterity, the **Owner** has requested public financial support for the Project; and

WHEREAS, the City wishes to provide financial support to **Owner**, in the form of an incentive grant to **Owner** to offset the cost of open space fees and to reimburse a portion of public infrastructure costs, in consideration for **Owner's** commitment to develop the Property and the Project in a timely manner under the terms and conditions contained in this Agreement.

WHEREAS, "Owner" shall be defined in this Agreement to include **BIKER BAKER HOLDINGS LLC**, as well as its successors and assigns, and any subsequent owners of the Property, who shall be obligated under the covenants of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein the sufficiency of which is acknowledged and confessed, the Parties agree, promise and covenant as follows:

1. **RECITALS.** The Recitals above are hereby incorporated as if fully set forth in this paragraph.

2. **DEVELOPMENT AND INFRASTRUCTURE INCENTIVES.**

- a. Subject to, and in consideration of, all the terms and conditions contained within this agreement, the City agrees to the following incentive grant for **Owner** as it relates to the Project:
 - i. A 50% reduction in open space fees, for an incentive totaling \$172,500 (\$2,500 x 69 units); and

- ii. Eligibility for up to \$200,000 in reimbursements for public infrastructure costs, pursuant to the process set forth in Section 2.b. below.
- b. **Submission of Invoices.** The City shall reimburse funds expended for public infrastructure costs to the Owner incrementally, pursuant to the following: Invoice(s) shall be submitted to the City, in a form suitable to the City Administrator for infrastructure work completed for the Project at the Property. Within thirty (30) days of receipt of such invoice(s), the City shall disburse partial reimbursement to the Owner, in an amount equal to the submitted invoice(s). This process shall continue until the total amount reimbursed by the City to the Owner equals two hundred thousand dollars (\$200,000.00).
- c. These incentives, fee reductions, and reimbursements will apply and remain in effect until **December 31, 2029**, after which time the City's applicable fees at the time will apply.

3. DEVELOPMENT AND MAINTENANCE OF THE PROJECT.

- a. Phases. The Project shall consist of 3 phases. The first phase will be installation of infrastructure for the entire Project and 9 townhome and single-family units, 1 of which will be deed-restricted at 140% AMI or less; the second phase will be 40 condos (2 buildings of 20 each) permanently restricted up to 120% AMI; and the third phase will be 20 rental units in 1 building which will all be deed-restricted up to 100% AMI, although the **Owner** can modify phases, as the market requires. Nothing herein shall preclude the **Owner** from constructing the Project sooner than the Project Deadline defined below. **Owner** shall complete the construction of the entire Project, and all sixty-nine (69) residential units, subject to delays caused by Force Majeure, by the Project Deadline.
- b. Operation and Maintenance of the Project. The **Owner**, or its assigns, shall be and remain responsible for all operation and maintenance of the Project.

4. ZONING AND RELATED APPROVALS

- a. Project Plan Approval; Zoning; Suitability. The City shall use or has used reasonable efforts consistent with applicable law to support and approve the Project as contemplated by this Agreement and execute and timely deliver all necessary documents or instruments contemplated by or related to this Agreement so as not to unreasonably delay the completion of the Development. **Owner** acknowledges that it shall make its own independent investigation as to the suitability of any Properties within the City for purposes of developing the Project, and further acknowledges that they have not relied upon any representations or warranties by the City with regard to such suitability except as expressly set forth herein.

5. DEFAULT AND REMEDIES

- a. Owner Default. If the **Owner** is in material default under this Agreement and **Owner** does not cure that default within thirty (30) days following written notice from the City, the City shall be entitled to the following remedies which shall be cumulative: (1) injunctive relief; (2) specific performance; (3) withholding action on any pending applications or approvals of plans, building permits or certificates of occupancy, to

the extent such applications and approvals relate to **Owner's** alleged default; and (4) any other remedies permitted under the Code, or otherwise set forth in this Agreement or available at law or in equity. The City shall extend the cure period if the nature of the default is such that it cannot reasonably be remedied within thirty (30) days, provided **Owner** commences the corrective action within thirty (30) days and diligently pursues such correction thereafter.

- b. City Default. If the City is in material default under this Agreement and the City does not cure that default within thirty (30) days following written notice from **Owner**, **Owner** shall be entitled to the following remedies which shall be cumulative: (1) injunctive relief; (2) specific performance; and (3) any other remedies permitted under the Code, or otherwise available at law or in equity. **Owner** shall extend the cure period if the nature of the default is such that it cannot reasonably be remedied within thirty (30) days, provided the City commences the corrective action within thirty (30) days and diligently pursues such correction thereafter.
- c. Remedies. In addition to any other remedy allowed by law, in the event of default by **Owner** with respect to any provision of this Agreement, including failure to construct the Project by the deadlines set forth in this Agreement, the City may refuse to further process any site development or building permit application for property owned, in whole or in part, by **Owner**, until such time as such defaults are cured or another resolution is reached, as acceptable to the City. Except as otherwise specifically provided herein, neither party shall be entitled to claim or receive any form of damages from the other, whether remedial, compensatory, punitive, or consequential, including economic damages and lost profits.
- d. Additional Default and Remedy. Notwithstanding the foregoing, in the event that **Owner** fails to *Complete Construction* (defined below) of the Project by **December 31, 2029**, (the "Project Deadline") then **Owner** shall either, at the **Owner's** discretion: (1) convey the Property (as described in Exhibit A) to the City in the amount **Owner** paid to purchase the property, less three hundred seventy-two thousand, five hundred dollars (\$372,500); or (2) pay the City three hundred seventy-two thousand, five hundred dollars (\$372,500), which shall reflect compensation to the City for all development incentives and incentive grants provided to the **Owner** by the City. "*Complete Construction*" is defined as the process wherein all 69 residential units are fully constructed and subsequently awarded a Certificate of Occupancy, and at least 60 of those residential units are permanently restricted, with legal documentation approved by the City Attorney, as affordable housing to families earning up to 120% of the Area Median Income of Chaffee County, Colorado.

6. MISCELLANEOUS TERMS

- a. Addresses for Notice. Any notice or communication required or permitted hereunder shall be given in writing and shall be personally delivered, sent by United

States mail, postage, prepaid, registered or certified mail, return receipt requested, or by email with read receipt requested, addressed as follows:

City:

City of Salida, City Administrator
448 E. First Street, Suite 112
Salida, CO 81201
cityadministrator@cityofsalida.com

Owner:

Biker Baker Holdings LLC
815 G Street
Salida, CO 81201
rob@sweetiesinsalida.com

With a copy to:

Nina P. Williams, Esq.
Wilson Williams Fellman Dittman
1314 Main Street, Suite 101
Louisville, CO 80027
nina@wwfdlaw.com

With a copy to:

Nathan T. Lawrence, Esq.
Principle Law
PO Box 12224
Salida, CO 81201
nathan@principle.law

With a copy to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

- b. Applicable Law. Except to the extent specifically set forth herein, this Agreement, and the terms, conditions and covenants herein contained, shall be deemed to complement and shall be in addition to the conditions and requirements of the Code and other applicable laws, rules and regulations. This Agreement shall be construed pursuant to the laws of the State of Colorado. Jurisdiction and venue for any cause of action arising under this Agreement shall be proper and exclusive in the Chaffee County District Court.
- c. Severability. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- d. Complete Agreement. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and with the exception of the other agreements referenced herein, this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. There shall be no modification of this Agreement except in writing, executed with the same formalities as this instrument. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.
- e. Recording; Benefit. This Development Agreement shall be recorded with the Clerk and Recorder for Chaffee County, Colorado; shall run with the land; and shall obligate, be binding upon and shall inure to the benefit of the parties hereto and upon and to their respective successors, grantees and assigns. **Owner** shall be released from further obligation hereunder in the event of sale of the Property or portions

thereof with respect to that portion of the Property conveyed; provided however, that any successor, grantee or assignee of the **Owner**, or any subsequent **Owner** of the Property shall be bound hereby, and this document shall have been recorded and, except as otherwise provided herein, serve as a non-dischargeable covenant running with and burdening the land described in **Exhibit A**, as the burdened property, as an easement in gross for the benefit of the City. Any reference herein to **Owner** shall be deemed to include any purchaser, successor-in-interest or assign of **Owner** as to all or any part of the Property. **Owner** shall notify the City in writing within fifteen (15) business days after any permitted sale, transfer, or assignment of the Property, giving name and address of transferee, assignee or buyer. This Agreement does not confer any right or benefit to any third party, except as expressly set forth herein.

- f. Force Majeure. If either party is unreasonably delayed, disrupted or interfered with by the presence of any reasonably perceived hazardous material, labor dispute, fire, adverse weather conditions not reasonably anticipated, any written or oral order, directive, interpretation or determination made by any governmental entity having jurisdiction, unavoidable casualties or any other causes reasonably beyond the delayed party's control (each a "**Force Majeure Event**"), then the delayed party's time shall be extended for such duration as reasonably requested by the delayed party upon the delayed party's submission of its request for an extension of time with an explanation of the Force Majeure Event and upon agreement by the non-delaying party that a Force Majeure Event exists, which agreement shall not be unreasonably withheld. Notwithstanding the foregoing, neither party may rely on the other party's actions as a basis for reasonable delay.
- g. Effective Date. The terms of this Development Agreement shall become binding on all Parties hereto on the date first set forth above.
- h. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed or constitute a waiver of any other provisions herein, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.
- i. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.
- j. Authority. The undersigned hereby acknowledge and warrant their power and authority to bind the parties to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officials to place their hands and seals upon this Agreement as of the respective dates set forth opposite the acknowledgment below of their execution of the Agreement, to be effective as of the day and year first above written.

City of Salida, a statutory municipal corporation and political subdivision of the State of Colorado

By: _____
Dan Shore, Mayor

ATTEST:

By: _____
Kristi Jefferson, City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

ACKNOWLEDGED before me this ____ day of _____, 2024, by Dan Shore,
Mayor of the City of Salida, Colorado.

WITNESS my hand and official seal.

My commission expires:_____

Notary Public

[S E A L]

Biker Baker Holdings LLC,
a Colorado limited liability company

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

ACKNOWLEDGED before me this _____ day of _____, 2024, by _____, as _____ of **Biker Baker Holdings LLC**, a Colorado limited liability company.

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

Notary Public

[S E A L]

Exhibit A
Description of Property

Account	Contact	2024 Lien Amounts	Parcel Number	Address	Legal Description
09-801749879-03	GWHL, LLC	501.42	380510200089	10035 Highway 50, Poncha Springs, CO 81242	PT SE4NW4 PT SW4NE4 10-49-8 REC 485513
99-011110005-00	JERRY LONG	794.46	380706300114	7645 West Highway 50, Salida, CO 81201	LOT 1 LONG BOUNDARY LINE ADJUSTMENT PLAT 460409 MIS665 REC 460853 460854 M9500005956 LOCATED ON LAND TREASURER
01-000001545-00	KERRI L. NAVARRO & ERMA BEA HURLEY	737.33	380705216185	1015 F Street, Salida, CO 81201	LOTS 22 & 23 BLK 117 HASKELLS ADD SALIDA B337 P467 REC 440131
01-000007082-00	KRISTEN EDELMAN	737.33	380704300137	610 Walnut Street, Salida, CO 81201	LOT 63 LEWIS THOMPSON ADD SALIDA B522 P675 M9500008038 LOCATED ON LAND
09-800474083-00	ROBIN D. & AMY E. GREEN	408.91	380510100142	602 Poncha Avenue, Poncha Springs, CO 81242	LOT 2 DE ANZA VISTA SUBDIVISION PLAT 324559 REC 344829
01-000006620-00	SHARON PLUMMER & LINDA SCHWAB	586.82	380705106445	240 Hunt Street, Salida, CO 81201 #HYDRANT	LOTS 21 THRU 24 BLK 6 BLAKE & WESTERFIELDS ADD SALIDA B405 P536 415110 415111 TREASURER
01-000008268-00	WINDMILL RESTAURANT	691.68	380704214004	588 East First Street, Salida, CO 81201	LOTS 20 THRU 25 BLK A AND PT LOTS 2 3 BLK C BABCOCKS ADD SALIDA REC 279863 REC 279862 TREASURER
7	4,457.95				



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Finance	Aimee Tihonovich - Finance Director	October 1, 2024

AGENDA ITEM

Resolution 2024-63 to certify delinquent utility accounts to the Chaffee County Treasurer

BACKGROUND

Each year, the City certifies a list of delinquent water, sewer and special charges to the Chaffee County Treasurer so the delinquent amounts can be added to the 2023 tax rolls of the property owner. A lien is placed on the property and the delinquent amounts are collected in the same manner as other taxes are collected. The attached resolution authorizes this process.

Currently, there are 7 delinquent water and sewer account requiring certification for 2024. The number is 2 less than the 9 accounts certified in 2023.

Attachment A to the resolution provides details of the delinquent accounts. This list will be updated through the end of the month to reflect any payments received prior to us submitting the list to the County Treasurer.

FISCAL NOTE (if applicable)

This process ensures the City will eventually be paid \$4,457.95 in delinquent charges.

RECOMMENDATION

Staff recommends approval of the motion.

MOTION

A City Councilmember should state: "I move to approve Resolution 2024-63 to certify delinquent charges, assessments, or taxes to the Chaffee County Treasurer to be added to the 2024 tax roll", followed by a second and a roll call vote.

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 63
(Series of 2024)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,
CERTIFYING DELINQUENT CHARGES, ASSESSMENTS, OR TAXES TO THE
CHAFFEE COUNTY TREASURER TO BE ADDED TO THE 2024 TAX ROLL.**

WHEREAS, in accordance with C.R.S. §31-20-105, the Salida City Council adopted Article III to Chapter 13 and Article VII to Chapter 4 of the Salida Municipal Code regarding municipal liens for unpaid charges, assessments, and taxes; and

WHEREAS, pursuant to Section 4-7-10 of the Salida Municipal Code, the Salida City Council wishes to certify all delinquent charges, assessments, or taxes to the Chaffee County Treasurer for collection; and

WHEREAS, pursuant to Section 13-3-100 of the Salida Municipal Code, the Salida City Council wishes to certify all delinquent water and sewer charges to the Chaffee County Treasurer for collection.

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

1. The City Council incorporates the foregoing recitals as findings by the City Council.
2. Pursuant to Chapter 4, Article VII of the Salida Municipal Code, "Municipal Liens", all delinquent charges, assessments, or taxes that have not been otherwise collected, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference, are hereby certified to the Chaffee County Treasurer to be added to the 2024 tax roll and collected and paid by the Chaffee County Treasurer in the same manner as other municipal taxes are authorized by the law to be collected.
3. Pursuant to Chapter 13, Article III of the Salida Municipal Code, "Certification of Water and Sewer Charges", all delinquent water, sewer, and special charges, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference, are hereby certified to the Chaffee County Treasurer to be added to the 2024 tax roll and collected and paid by the Chaffee County Treasurer in the same manner as other municipal taxes are authorized by the law to be collected.
4. The City Finance Department has authority to accept payments until Noon on October 24, 2024. If payments are received prior to this deadline, those accounts will be removed from Exhibit A. An updated Exhibit A will be certified to the Chaffee County Treasurer in November.

RESOLVED, APPROVED AND ADOPTED this 1st day of October, 2024.

CITY OF SALIDA, COLORADO

Dan Shore, Mayor

[SEAL]

ATTEST:

City Clerk/Deputy City Clerk



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Finance	Aimee Tihonovich - Finance Director	October 1, 2024

AGENDA ITEM

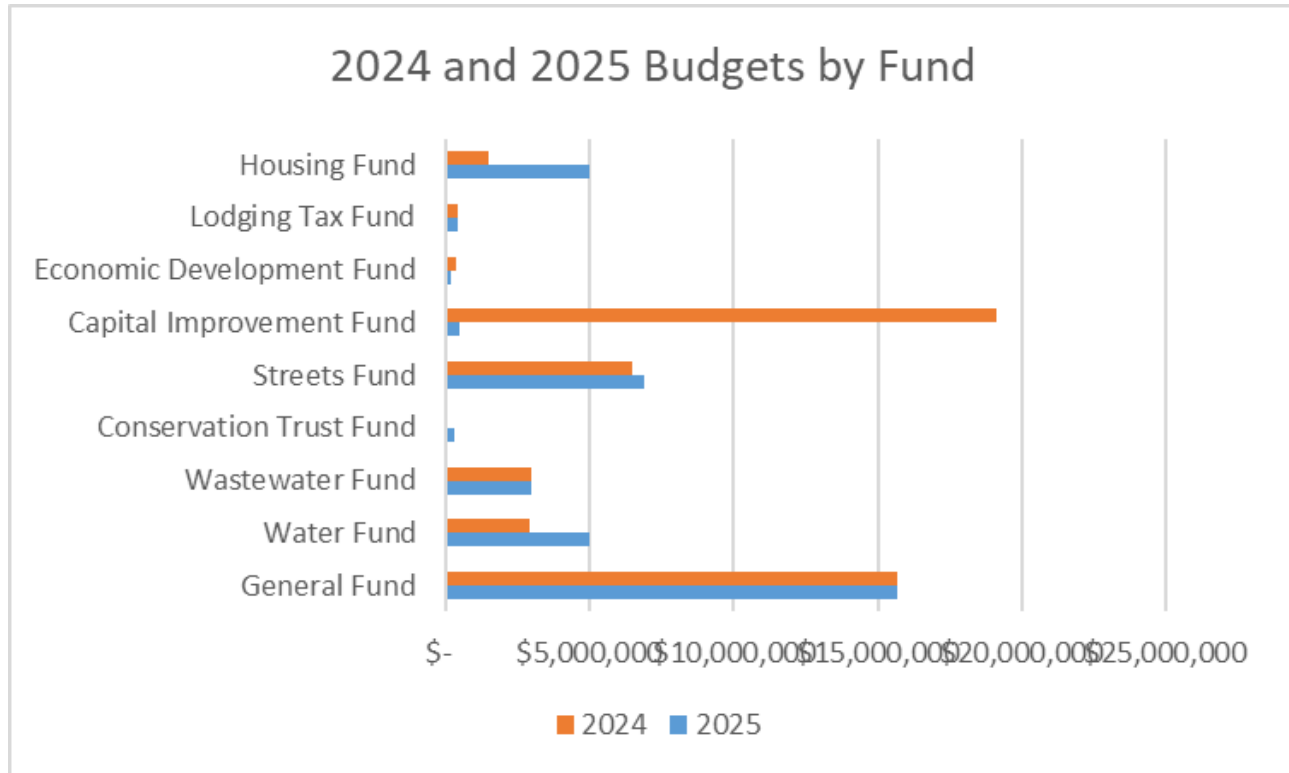
A hearing for resolution number 2024-64: A resolution summarizing revenues and expenditures for each fund and adopting a budget for the 2025 calendar year.

BACKGROUND

City Council reviewed a proposed budget at their September 3 worksession and direction was received and updates to the budget were presented at the September 16 worksession. The availability of the budget for public inspection was duly noticed and has been available online and in the finance office since September 3. A public hearing on the proposed budget is required prior to adoption by council. Although it is not anticipated that Council will adopt resolution 2024-64 following the public hearing, that resolution is presented here and is expected to be continued to the October 15 regular meeting of Council.

Since we last discussed the budget, the following additions have been made:

- An addition of \$10,000 was made to the Economic Development fund as a placeholder for the “seed money” to start an annual New Year’s Eve tradition in downtown Salida.
- Some 2024 funds may not be fully spent in 2024 but are still necessary to spend so a rollover of these funds was placed in the 2025 budget:
 - \$5,000 in donations received (or expected to be received by year end) but not yet spent for the popular “shop with a cop” program.
 - \$20,000 in unspent 2024 public art commission allocation.
 - \$200,000 as a contingency for any final fire station costs. Although the expectation is that the fire station project will be completed in 2024, it is recommended that some funds be rolled over as a contingency in case there are some costs that did not get into the 2024 calendar year. This spending would come from debt proceeds received in 2023.



FISCAL NOTE (if applicable)

When this resolution is adopted, it will establish a spending limit of \$36,841,883 out of 9 funds in 2025.

RECOMMENDATION

After holding a budget hearing and giving due consideration to citizen comments, it is recommended that the public hearing be closed and that Council provide direction to staff. A motion should be made to continue the public hearing to October 17 when Council will have a budget adoption resolution before them.

MOTION

A City Councilmember should state "I move to continue the hearing for Resolution # 2024-64 summarizing revenues and expenditures for each fund and adopting a budget for the calendar year beginning on the first day of January 2025 and ending on the last day of December 2025 to the October 15 regular meeting", followed by a second and a roll call vote.

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 64
(Series of 2024)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,
SUMMARIZING REVENUES AND EXPENDITURES FOR EACH FUND AND ADOPTING A
BUDGET FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY
2025 AND ENDING ON THE LAST DAY OF DECEMBER 2025**

WHEREAS, The City Council of the City of Salida appointed the City Administrator to prepare and submit a proposed budget to said governing body at the proper time; and

WHEREAS, on September 3, 2024, the City Administrator submitted a proposed budget to the City Council for its consideration; and

WHEREAS, upon due and proper notice, published or posted in accordance with applicable law, said proposed budget was open for inspection and a public hearing held on October 1, 2024 and interested taxpayers were given the opportunity to file or register any objections to said budget.

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

1. Estimated revenues and expenditures for each fund are as follows:

Estimated Revenues

General Fund	\$ 13,552,240
Water Fund	\$ 2,481,700
Wastewater Fund	\$ 2,805,648
Conservation Trust Fund	\$ 81,000
Streets Fund	\$ 7,361,000
Capital Improvement Fund	\$ 275,000
Economic Development Fund	\$ 101,000
Lodging Tax Fund	\$ 400,000
Housing Fund	\$ 4,503,700
	\$ 31,561,288

Estimated Expenditures

General Fund	\$ 15,676,610
Water Fund	\$ 4,992,611
Wastewater Fund	\$ 2,964,596
Conservation Trust Fund	\$ 280,500
Streets Fund	\$ 6,891,066
Capital Improvement Fund	\$ 475,000
Economic Development Fund	\$ 191,500
Lodging Tax Fund	\$ 400,000
Housing Fund	\$ 4,970,000
	<u>\$ 36,841,883</u>

2. Fund Balance reserves are utilized to balance the budget when current revenues as shown above do not fully support the expenditures.
3. The adoption of the 2025 Budget, by this resolution, shall and does hereby constitute the basis for appropriation of the several sums specified herein as expenditures from the various funds and of the total such expenditure.
4. The 2025 Annual Budget as submitted and herein above summarized by fund, hereby is approved, and adopted as the Budget of the City of Salida for the year stated above.

RESOLVED, APPROVED AND ADOPTED this ____ day of _____, 2024 by a vote of _____ to _____.

CITY OF SALIDA, COLORADO

[SEAL]

By _____
Dan Shore, Mayor

[ATTEST]

City Clerk/Deputy City Clerk

PUBLIC NOTICE
NOTICE OF BUDGET

(Pursuant to 29-1-106, C.R.S.)

NOTICE is hereby given that a proposed budget for the ensuing year of 2025 has been developed for the City of Salida. A copy of the 2025 proposed budget is on file for public review in the Finance Department, City Hall, 448 E. 1st Street, Room 112, Salida, Colorado, each weekday between the hours of 9 a.m. and 4 p.m.

Additionally, the 2025 proposed budget is available online for public review on the City's web page ([CityofSalida.com/your-government/departments/finance/proposed and adopted budgets](http://CityofSalida.com/your-government/departments/finance/proposed-and-adopted-budgets)).

City Council hereby gives notice that a public hearing on the budget for fiscal year 2025 will be held on Tuesday, October 1, 2024, at 6:00 p.m. in the Council Chambers at 448 E 1st Street, Salida, Colorado, when and where all interested parties may appear and be heard.

Any interested elector of the City of Salida may file an objection to the proposed budget prior to the final adoption of the budget. It is anticipated that the City of Salida's budget will be adopted at the regular meeting of the City Council on Tuesday, October 15, 2024, at 6:00.

Published in The Mountain Mail September 3, 2024



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
City Attorney	Nina P. Williams - City Attorney	October 1, 2024

AGENDA ITEM

ORDINANCE 2024 – 19: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO AMENDING SECTION 2-8-30 OF THE SALIDA MUNICIPAL CODE CONCERNING THE PLANNING COMMISSION – MEMBERSHIP AND ORGANIZATION

BACKGROUND

Concerns have been raised by both the Planning Commission and City Council regarding appropriate attendance parameters for Commission members. The Planning Commission held a work session on July 22, 2024 and determined that clarification of its attendance policy will benefit the health, safety, and welfare in the City of Salida by establishing clear expectations that a Planning Commissioner is required to attend at least 9 out of 12 regular meetings in a calendar year so matters before it can proceed in a timely manner

RECOMMENDATION

Staff recommends approval of Ordinance 2024 - 19 with the associated text amendment to the Salida Municipal Code.

FISCAL IMPACT

No impact.

MOTION

A City Councilmember should state "I move to _____ Ordinance 2024 – 19 and associated language amending the Salida Municipal Code", followed by a second and a roll call vote.

**CITY OF SALIDA, COLORADO
ORDINANCE NO. 19
(Series of 2024)**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO
AMENDING SECTION 2-8-30 OF THE SALIDA MUNICIPAL CODE CONCERNING
THE PLANNING COMMISSION – MEMBERSHIP AND ORGANIZATION**

WHEREAS, C.R.S. § 31-15-103 authorizes the City Council of the City of Salida (“Council”) to adopt ordinances necessary to provide for the health, safety, and welfare of the City; and

WHEREAS, Chapter 2 of the Salida Municipal Code (“Code”) addresses Administration and Personnel, Article 8 addresses the Planning Commission, and Section 30 addresses Membership and Organization; and

WHEREAS, the Planning Commission held a work session on July 22, 2024 and determined that clarification of its attendance policy will benefit the health, safety, and welfare in the City of Salida by establishing clear expectations that a Planning Commissioner is required to attend at least 9 out of 12 regular meetings in a calendar year so matters before it can proceed in a timely manner.

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

- 1) The foregoing recitals are incorporated herein as conclusions, facts, determinations, and findings by Council.
- 2) Section 2-8-30 of the Salida Municipal Code is amended to read in its entirety as follows:
 - (a) The Planning Commission shall consist of seven (7) members and two (2) alternates, each of whom shall maintain his or her primary residency within the City. No person shall be a member of the Planning Commission who is also the Mayor, an active member of the City Council or a full-time employee of the City as defined in the City personnel manual, or who holds any other municipal office.
 - (b) Alternate members to the Planning Commission may attend any Planning Commission meeting and shall have the right to participate in any matter before the Planning Commission, but shall not have the right to vote except as otherwise provided herein. An alternate member of the Planning Commission may be designated to vote on any matter before the Planning Commission in which such alternate member has participated, such designation to be made by the Chairman of the Planning Commission. Such designation of an alternate member to vote may occur only on the

absence or other nonparticipation by a regular member of the Planning Commission. Such designation of an alternate member to vote shall be made on a case-by-case basis and shall not continue beyond those cases for which the designation has been made.

- (c) A person shall take office as a member of the Planning Commission by indicating his or her assent to the appointment in a public fashion. An oath is not necessary, and attending a meeting and voting at the meeting is sufficient to indicate acceptance of the office.
- (d) A quorum for the Planning Commission to transact business shall consist of four (4) members.
- (e) **A member of the Planning Commission shall have no more than three (3) absences from regular Planning Commission meetings in a twelve (12) month period.**

3) Severability. The provisions of this Ordinance are severable and the invalidity of any section, phrase, clause, or portion of this 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 the 1st day of October, 2024, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the City of Salida by the City Council on the 1st day of October, 2024, and set for second reading and public hearing on the 15th day of October, 2024.

INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED PUBLISHED BY TITLE ONLY, by the City Council on the 15th day of October, 2024.

CITY OF SALIDA, COLORADO

Mayor

[SEAL]

ATTEST:

City Clerk/Deputy Clerk

PUBLISHED IN FULL in the Mountain Mail after First Reading on the 1st day of October, 2024, and BY TITLE ONLY, after final adoption on the 15th day of October, 2024.

City Clerk/Deputy City Clerk