



CITY COUNCIL REGULAR MEETING

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

February 15, 2022 - 6:00 PM

AGENDA

Please register for Regular City Council Meeting

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

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

To watch live

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

CALL TO ORDER

Pledge of Allegiance

Roll Call

Civility Invocation

1. Civility Invocation

CONSENT AGENDA

2. Approve Agenda

3. Approve February 1, 2022 Minutes

4. Approve Final Settlement for the 2020 Stormwater Improvements Project

5. Approve Final Settlement for the 2021 Concrete Maintenance Project

6. Authorize Legal Counsel to prepare Statement of Opposition to District Case No. 21CW3079

7. Authorize Legal Counsel to prepare Statement of Opposition to District Case No. 21CW3086

CHILD ABUSE PREVENTION MONTH PRESENTATION – MONICA HASKELL

CITIZEN COMMENT—Three (3) Minute Time Limit

UNFINISHED BUSINESS / ACTION ITEMS

NEW BUSINESS / ACTION ITEMS

8. **Resolution 2022-07** A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO, APPROVING CITIZEN APPOINTMENTS TO THE PLANNING COMMISSION PURSUANT TO SECTION 2-7-10 OF THE SALIDA MUNICIPAL CODE

9. **Resolution 2022-08** A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING CITIZEN APPOINTMENTS TO THE HISTORIC PRESERVATION COMMISSION PURSUANT TO SECTION 2-7-10 OF THE SALIDA MUNICIPAL CODE

10. **Resolution 2022-09** A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING THE SUBDIVISION IMPROVEMENT AGREEMENT FOR THE PAPP MINOR 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.

- [11.](#) **Resolution 2022-10** A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE CHAFFEE HOUSING AUTHORITY ESTABLISHING THE “OPEN DOORS” LONG-TERM RENTAL INCENTIVE PROGRAM
- [12.](#) **Ordinance 2022-02** AN ORDINANCE OF THE CITY OF SALIDA, COLORADO ANNEXING TO THE CITY OF SALIDA A CERTAIN TRACT OF LAND IN UNINCORPORATED CHAFFEE COUNTY KNOWN AS THE 141 ANNEX ANNEXATION, **FIRST READING AND SETTING A PUBLIC HEARING**
- [13.](#) **Ordinance 2022-03** AN ORDINANCE OF THE CITY OF SALIDA, COLORADO, ZONING CERTAIN REAL PROPERTY KNOWN AS THE 141 ANNEX ANNEXATION AS A MEDIUM DENSITY RESIDENTIAL (R-2) ZONE DISTRICT, **FIRST READING AND SETTING A PUBLIC HEARING**
- [14.](#) **Ordinance 2022-04** AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO AMENDING CHAPTER 2 OF THE SALIDA MUNICIPAL CODE, CONCERNING BOARDS AND COMMISSIONS, TO CLARIFY THE APPOINTMENT PROCEDURE FOR MEMBERS OF BOARDS AND COMMISSIONS, TO UPDATE CERTAIN PROVISIONS TO CONFORM WITH CURRENT PRACTICE, AND TO REPEAL OBSOLETE PROVISIONS, **FIRST READING AND SETTING A PUBLIC HEARING**

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Council Reports

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

Mayor Report

Treasurer Report

Attorney Report

Staff Reports

[15.](#) Staff Reports

BOCC Report

[16.](#) BOCC Report

EXECUTIVE SESSION

17. For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategies for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)e, and for the purpose of discussing the purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest in accordance with C.R.S. Section 24-6-402(4)(a), with the following additional information for identification purposes – potential real estate acquisitions

ADJOURN



City Clerk | Deputy City Clerk

Mayor Dan Shore



CIVILITY INVOCATION

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

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



CITY COUNCIL REGULAR MEETING

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

February 01, 2022 - 6:00 PM

MINUTES

CALL TO ORDER

PRESENT

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

ABSENT

Council Member Harald Kasper

Pledge of Allegiance

Roll Call

Civility Invocation

Moment of Silence for Jimmy Eugene James

CONSENT AGENDA

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

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

THE MOTION PASSED.

- Approve Agenda
- Approve January 18, 2022 Minutes
- Approve Special Event Liquor License for the Elk's Lodge
- Award 2022 Street Reconstruction Project
- Legal Services Agreement with Wilson Williams LLP

CITIZEN COMMENT—Three (3) Minute Time Limit

Cory "Salty" Riggs, Rikki Boucher, Brandon Becker, Angela Winston, Rick White, Chloe (no last name given), Katherine (no last name given), and Dan Thomas spoke during Public Comment.

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.

PROCLAMATION

A Proclamation by a Consortium of Caring Individuals and Agencies in Chaffee County Colorado, Proclaiming February 2022 as "Kindness in Action" Month

The Mayor proclaimed February 2022 as the month of "Kindness in Action".

LIQUOR LICENSING AUTHORITY

A Hearing to review a new Hotel and Restaurant Liquor License for The Velvetten dba The Velvetten for the City of Salida, 115 G Street, **PUBLIC HEARING**

Mayor Shore opened the Public Hearing. Hearing no Public Comment, Shore closed the Public Hearing.

Council Member Templeton moved to approve a new Hotel and Restaurant liquor license for The Velvetten dba The Velvetten, Seconded by Council Member Critelli.

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

THE MOTION PASSED.

UNFINISHED BUSINESS / ACTION ITEMS

There was no unfinished business.

NEW BUSINESS / ACTION ITEMS

2022 Compensation and Market Study Analysis

Council Member Pappenfort moved to approve the 2022 Compensation and Market Study Analysis Update as well as the expenditure of funds within the 2022 Annual Budget, Seconded by Council Member Templeton.

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

THE MOTION PASSED.

Resolution 2022-03 ACCEPTING A GRANT AWARD FROM THE COLORADO DEPARTMENT OF TRANSPORTATION, COLORADO AERONAUTICAL BOARD, DIVISION OF AERONAUTICS FOR RUNWAY PAVEMENT MAINTENANCE AT HARRIET ALEXANDER FIELD

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

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

THE MOTION PASSED.

Resolution 2022-04 A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO AMENDING THE 2022 FEE SCHEDULES

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

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

THE MOTION PASSED.

Resolution 2022-05 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING AN AMENDMENT TO THE ANNEXATION AGREEMENT WITH JODIE AND BARRY SNYDER FOR THE ANNEXATION OF CERTAIN REAL PROPERTY INTO THE CITY

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

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

THE MOTION PASSED.

Resolution 2022-06 A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING CITIZEN APPOINTMENTS TO THE PUBLIC ART COMMISSION

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

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

THE MOTION PASSED.

Ordinance 2022-01 AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO AMENDING CHAPTER 6 AND CHAPTER 16 OF THE SALIDA MUNICIPAL CODE CONCERNING SEXUALLY-ORIENTED BUSINESSES, **FIRST READING AND SETTING A PUBLIC HEARING**

Motion made by Council Member Critelli moved to approve the Ordinance upon first reading and set a Public Hearing and second reading for March 1, 2022, Seconded by Council Member Naccarato.

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

THE MOTION PASSED.

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Reports were given.

ADJOURN

Adjourned at 7:48 p.m.



City Clerk | Deputy City Clerk

Mayor Dan Shore



CITY COUNCIL ACTION FORM

DEPARTMENT Public Works	PRESENTED BY David Lady - Public Works Director	DATE February 15, 2022
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ITEM

Consent Agenda

Council Action: Approve Final Settlement for the 2020 Stormwater Improvements Project

Project No: 2020-06

BACKGROUND

The 2020 Stormwater Improvements Project included upgrades to the storm sewer system on F Street adjacent to the Arkansas River and Riverside Park. These improvements included new inlets, piping, and manholes that are designed to remove sediment and trash prior to stormwater being discharged into the river. The City owns the necessary equipment for removal of the debris as needed. These improvements also included concrete enhancements beneath the F Street Bridge intended to limit ice and sediment issues that previously occurred at this location.

These water quality improvements were paid for in part through a 50/50 grant that the City received through the Colorado Department of Local Affairs (DOLA). The schedule for completing these improvements was delayed due to equipment procurement delays as well as the City's desire to limit construction to non-peak season in the park and along F Street.

FISCAL NOTE

City Council awarded a Construction Contract to Avalanche Excavating, Inc. on September 1, 2020 for the 2020 Stormwater Improvements Project with a total project budget of \$181,402.50. The final project construction cost was \$172,874.50. The 10% retainage in the amount of \$17,287.45 has been withheld pending approval of final settlement by council. Public Notice of Final Settlement was advertised on January 28th and February 1st, 2022.

Avalanche Excavating, Inc. provided acceptable quality of work and coordination with the City throughout the project.

STAFF RECOMMENDATION

To approve final settlement to Avalanche Excavating, Inc in the amount of \$17,287.45 for the 2020 Stormwater Improvements Project.

SUGGESTED MOTION

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



CITY COUNCIL ACTION FORM

DEPARTMENT Public Works	PRESENTED BY David Lady - Public Works Director	DATE February 15, 2022
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ITEM

Consent Agenda

Council Action: Approve Final Settlement for the 2021 Concrete Maintenance Project

Project No: 2021-007

BACKGROUND

The 2021 Concrete Maintenance Project included upgrades to concrete infrastructure consisting of curb and gutter, ADA ramps/crosswalk, cross pans, and sidewalks. Public Works staff have surveyed defective sections of concrete. Repairs have been prioritized in the highest pedestrian utilized corridors (downtown and school zones) and designated pedestrian routes. Work areas have been expanded out from there.

FISCAL NOTE

City Council awarded a Construction Contract to Cedar Ridge Landscape, Inc. on May 18, 2021 for the 2021 Concrete Maintenance Project with a total project budget of \$307,358.00. The final project construction cost was \$305,625.45. The 10% retainage in the amount of \$30,562.45 has been withheld pending approval of final settlement by council. Public Notice of Final Settlement was advertised on January 28th and February 1st, 2022.

Cedar Ridge Landscape, Inc. provided excellent quality of work and coordination with the City throughout the project.

STAFF RECOMMENDATION

To approve final settlement to Cedar Ridge Landscape, Inc. in the amount of \$30,562.45 for the 2021 Concrete Maintenance Project.

SUGGESTED MOTION

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



CITY COUNCIL ACTION FORM

DEPARTMENT Public Works	PRESENTED BY David Lady - Public Works Director	DATE February 15, 2022
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ITEM

Authorize Legal Counsel to prepare Statement of Opposition to District Case No. 21CW3079.

BACKGROUND

The City of Salida staff works with legal counsel for management of the City’s water rights. Legal Counsel provides recommendations for water court action from time to time. The recommendations are typically based on the City’s desire to protect its water rights and to maximize flows in the Arkansas and South Arkansas Rivers adjacent to Salida. The current action identified above is in efforts to protect flows in the South Arkansas River above and past Salida.

FISCAL NOTE

Anticipated to be less than \$5,000.00.

STAFF RECOMMENDATION

Authorize Legal Counsel to prepare Statement of Opposition to Timber Creek Ranch Limited’s application in Case No. 21CW3079.

SUGGESTED MOTION

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

Followed by a second and then a voice vote.



CITY COUNCIL ACTION FORM

DEPARTMENT Public Works	PRESENTED BY David Lady - Public Works Director	DATE February 15, 2022
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ITEM

Authorize Legal Counsel to prepare Statement of Opposition to District Case No. 21CW3086.

BACKGROUND

The City of Salida staff works with legal counsel for management of the City’s water rights. Legal Counsel provides recommendations for water court action from time to time. The recommendations are typically based on the City’s desire to protect its water rights and to maximize flows in the Arkansas and South Arkansas Rivers adjacent to Salida. The current action identified above is in efforts to protect flows in the South Arkansas River above and past Salida.

FISCAL NOTE

Anticipated to be less than \$5,000.00.

STAFF RECOMMENDATION

Authorize Legal Counsel to prepare Statement of Opposition to the Town of Poncha Springs’s application in Case No. 21CW3086.

SUGGESTED MOTION

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

Followed by a second and then a voice vote.



CITY COUNCIL ACTION FORM

DEPARTMENT Planning	PRESENTED BY Kristi Jefferson - Senior Planner	DATE February 15, 2022
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ITEM

Resolution 2022 -07 Citizen Appointments to the Planning Commission

BACKGROUND

The Planning Commission is made up of seven regular members and two alternate members. We recently had one regular member resign from the Commission and we have two alternate positions available.

The current makeup of the Commission is as follows:

Member	Term Expires	
Greg Follet, Chair	06/07/2024	
Francie Bomer, Vice Chair	04/21/2023	
Judith Dockery	04/21/2023	
Giff Kriebel	01/01/2023	
Douglas Mendelson	06/03/2022	Resigned now vacant
Michelle Walker	06/07/2024	
David Haynes	03/21/2024	
Alternate	Vacant	
Alternate	Vacant	

Staff has advertised for all board and commission vacancies recently in the Mountain Mail. We received three applications from candidates interested in being on the Planning Commission and Council interviewed two of the applicants at their February 14, 2022 Work Session.

STAFF RECOMMENDATION

Staff is recommending Council appoint two candidates as alternate members of the Planning Commission. Staff recommends holding off on appointing someone to the vacated regular position until that term expires in June. This will allow the new alternates a few months to become more familiar with the role of the Commission.

SUGGESTED MOTION

A Council person should make a motion "to approve Resolution 2022-07, a resolution of the City Council for the City of Salida, Colorado approving the following appointments to the Planning Commission:

1. Appoint _____ as an alternate member, term to expire February 15, 2026
2. Appoint _____ as an alternate member, term to expire February 15, 2026

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 07
(Series of 2022)**

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

WHEREAS, in accordance with Section 2-7-10 of the Salida Municipal Code (“SMC”), the City Council shall select and appoint person(s) to serve as members of the City of Salida Planning Commission; and

WHEREAS, there are two alternate member vacancies on the Planning Commission and after soliciting and interviewing candidates, the City Council wishes to fill these vacancies for prescribed terms; and

WHEREAS, the City Council appreciates the service these members of the community have devoted to bettering Salida through participation on the Planning Commission; and

WHEREAS, in accordance with Section 2-7-10 of the Salida Municipal Code (“SMC”), the City Council shall confirm the appointments by majority vote.

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

1. The City Council hereby appoints _____ as an alternate member of the Salida Planning Commission; term to expire February 15, 2026; and
2. The City Council hereby appoints _____ as an alternate member of the Salida Planning Commission; term to expire February 15, 2026.

RESOLVED, APPROVED, AND ADOPTED this 15th day of February, 2022.

CITY OF SALIDA, COLORADO

By _____
Mayor Dan Shore

[SEAL]
ATTEST:

City Clerk/Deputy City Clerk



**APPLICATION FOR CITY OF SALIDA
COMMITTEES, BOARDS, AND COMMISSIONS**

DATE 1.17.2022
NAME Aaron Derwingson
ADDRESS 625 Poncha Blvd
CITY Salida STATE CO ZIP 81201
TELEPHONE # (home) _____ (work) _____
(cell) 719-850-0320
FAX # _____ E-MAIL derwingson@gmail.com

APPLYING FOR:

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

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

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

Master's in Community & Regional Planning with work on community vision plans, parks plans, hazard mitigation, and environmental planning. Related experience in community outreach, designing and facilitating public engagement processes, and public speaking.
15 years experience in environmental conservation, including significant work with land use planning, conservation easements, and water rights. Experience implementing large scale projects with multiple partners and complex budgets; experience writing and managing Federal and State grants and philanthropic proposals.
Served 3+ years on the Board of Directors for GARNA, current volunteer with Salida Mountain Trails, and part-owner in local business (Over It Raft Covers).

PERSONAL AND JOB RELATED INTERESTS:

All things water and river related, water rights, water management, sustainable water development, water for the environment, protecting and restoring stream health, forest and watershed health, and drought resilience.
Agriculture and food systems planning.
Recreation and rural community economic development.
open space conservation, access to nature

REASONS FOR APPLYING:

Give back to this great community. Salida is at an interesting and important transition point and we have a window of opportunity right now to help shape the Salida we want to see in the next 5-15 years. I have two young boys and want to see Salida continue to be one of the best places to raise a family: safety, ease of getting around by bike, great schools, community values, and recreation opportunities while tackling important and pressing issues like affordable housing, transportation, and protecting open space.

Thank you for applying. Salida City Council

Please return the completed application to:

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



APPLICATION FOR CITY OF SALIDA
COMMITTEES, BOARDS, AND COMMISSIONS

DATE January 6, 2021
NAME Brian Colby
ADDRESS 829 G Street
CITY Salida STATE CO ZIP 81201
TELEPHONE # (home) _____ (work) _____
(cell) 505-5007459
FAX # _____ E-MAIL obwancobe@gmail.com

APPLYING FOR:

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

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

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

I have lived in Salida for roughly 4 years and desire to apply my knowledge and skills as a business leader to help our town grow sustainably. My 40 year business career has taken me from being a technician at a nuclear power plant to developing strategic plans and budgets for the US Department of Energy's National Nuclear Security Administration, and most recently being self employed as a Nuclear Materials Management consultant. During my career I led teams manufacturing nuclear components, desiging and constructing industrial facilities with costs up to \$300 million and decommissioning nuclear facilities.

I have always enjoyed giving back to the community I lived in. For example I coached youth soccer and was vice-chair of the Planning and Zoning Commission (PZC) in Superior, CO (yes, the town that recently sustained wildfire damage). While participating on the PZC we developed a comprehensive plan for over 5,000 housing units and approved several planned urban developments including a major retail center (Home Depot, COSCO, WholeFoods, etc). I also was a member of the Rocky Flats Citizens Advisory Board and helped negotiate the nuclear facilities environment cleanup with the US Department of Energy, Environmental Protection Agency and Colorado Department of Public Health and the Environment. The decommissioned Rocky Flats facility, located in Golder, CO, is now a National Wildlife Preserve.

I am currently working as a consultant to Canadian Nuclear Laboratory in Ontario, Canada, typically less than 30 hours per month.

PERSONAL AND JOB RELATED INTERESTS:

My personal and job related interests are very diverse. I am very interested in developing a sustainable community where we can live, work, farm, raise livestock, and generate electricity. I am particularly interested in expanding the use of renewable energy sources locally and in the state of Colorado. To me solar, wind, gas, geothermal, and nuclear power generation are all needed to provide a safe, reliable and cost effective electricity. Locally we have opportunities for solar and possibly geothermal energy production. Regionally, I support the shutdown of coal plants, and replacing them with natural gas and small modular reactors.

I enjoy outdoor activities such as golfing, skiing, hiking, fly fishing and biking. I am a member of the Salida Mountain Trails and the Central Colorado Humanist.

REASONS FOR APPLYING:

Please accept this application for a Planning and Zoning Commissioner. I am applying for this position because I support sustainable development in compliance with the Salida's Master Plan and Land Use Code. Additionally, I strongly believe in collaboration with Commission members, and other agencies charged with planning and zoning responsibilities. Together we can continue to build a great community respecting the rights of all the people and stakeholders.

Thank you for applying. Salida City Council

Please return the completed application to:

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



CITY COUNCIL ACTION FORM

DEPARTMENT Planning	PRESENTED BY Kristi Jefferson - Senior Planner	DATE February 15, 2022
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ITEM

Resolution 2022 -08 Citizen Appointments to the Historic Preservation Commission

BACKGROUND

The Historic Preservation Commission is made up of five (5) regular members and two (2) alternate members. Regular member, Patrick Regan’s term will expire on March 01, 2022. Commissioner Regan has indicated the desire and willingness to be re-appointed for another 3 year term.

With Regan’s reappointment, all of the regular member positions are filled. We have two alternate positions available and City Council interviewed one candidate at their February 14, 2022 work session.

The current makeup of the Commission is as follows:

<u>Member</u>	<u>Terms</u>
Keith Krebs, Chair	04/01/2025
Steve Harris, Co-Chair	08/15/2023
Patrick Reagan	03/01/2022 term expiring
Jack Chivvis	03/21/2023
Steve Chapman	08/15/2023
Alternate	
Alternate	

Staff has advertised for all board and commission vacancies recently in the Mountain Mail. We received one application from Ryan Short who is interested in being on the Historic Preservation Commission.

STAFF RECOMMENDATION

Staff is recommending Council re-appoint Patrick Regan as a regular member and appoint an Alternate member to the Historic Preservation Commission.

SUGGESTED MOTION

A Council person should make a motion “to approve Resolution 2022-08, a resolution of the City Council for the City of Salida, Colorado approving the following appointments to the Historic Preservation Commission:

1. Reappoint Patrick Regan as a regular member, term to expire March 01, 2025
2. Appoint _____ as an alternate member, term to expire February 15, 2025

CITY OF SALIDA, COLORADO
RESOLUTION NO. 08
(Series 2022)

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING CITIZEN APPOINTMENTS TO THE HISTORIC PRESERVATION COMMISSION PURSUANT TO SECTION 2-7-10 OF THE SALIDA MUNICIPAL CODE

WHEREAS, in accordance with Section 2-7-10 of the Salida City Code, as amended, the City Council shall select and appoint person(s) to serve as members of the City of Salida Historic Preservation Commission; and

WHEREAS, Patrick Regan’s term will expire on March 1, 2022 and he wishes to serve another term on the Historic Preservation Commission; and

WHEREAS, there are two vacancies for the Alternate positions on the Historic Preservation Commission; and

WHEREAS, Council interviewed a candidate for the vacate alternate positions at their February 14, 2022 work session; and

WHEREAS, the City Council appreciates the service these members of the community who are devoted to bettering Salida through participation on the Historic Preservation Commission; and

WHEREAS, in accordance with Section 2-7-10 of the Salida City Code, as amended, City Council shall confirm the appointments by majority vote;

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

1. The City Council hereby appoints the following individual to serve on the Historic Preservation Commission in the following capacity and term:
 - a. Patrick Regan as a regular member, term to expire March 01, 2025;
 - b. Appoint _____ as an alternate member, term to expire February 15, 2025

RESOLVED, APPROVED, AND ADOPTED this 15th day of February, 2022.

CITY OF SALIDA

By: _____
Mayor Dan Shore

(SEAL)
ATTEST:

City Clerk/Deputy City Clerk



**APPLICATION FOR CITY OF SALIDA
COMMITTEES, BOARDS, AND COMMISSIONS**

DATE Jan 4, 2022
NAME Ryan Short
ADDRESS 500 Ouray Ave
CITY Salida STATE CO ZIP 81201
TELEPHONE # (home) 469-831-5956 (work) _____
(cell) 469-831-5956
FAX # _____ E-MAIL ryan@civicbrand.com

APPLYING FOR:

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

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

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

I am the CEO of CivicBrand an agency that specializes in public engagement, place branding and placemaking. Our firm was founded in 2008 and we work with cities and downtowns across the country. In my profession we direct experience in the value of historic preservation, the challenges associated with that, and specifically how preservation impacts a downtown and city on numerous levels. I have professionally worked on projects with Preservation Dallas and multiple downtown historic districts.

Additionally, I am a co-founder of the non-profit called ProudPlaces. ProudPlaces is collective place industry experts and we publish free content on the impacts of place.

PERSONAL AND JOB RELATED INTERESTS:

I am personally passionate about design and specifically how the built environment impacts our lives - our health, happiness, and stability.

Outside of job related interests I love fly fishing with my sons on the Arkansas River.

REASONS FOR APPLYING:

Salida has an amazing historic district and many assets that contribute to the overall attractiveness and sustainability of city. I simply want to do my part in helping ensure that we approach historic preservation through a lens that benefits all residents.

Thank you for applying. Salida City Council

Please return the completed application to:

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



CITY COUNCIL ACTION FORM

DEPARTMENT Planning	PRESENTED BY Kristi Jefferson - Senior Planner	DATE February 15, 2022
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ITEM

Resolution 2022-09 - Approval of Subdivision Improvement Agreement with Deborah Papp for the Papp Minor Subdivision.

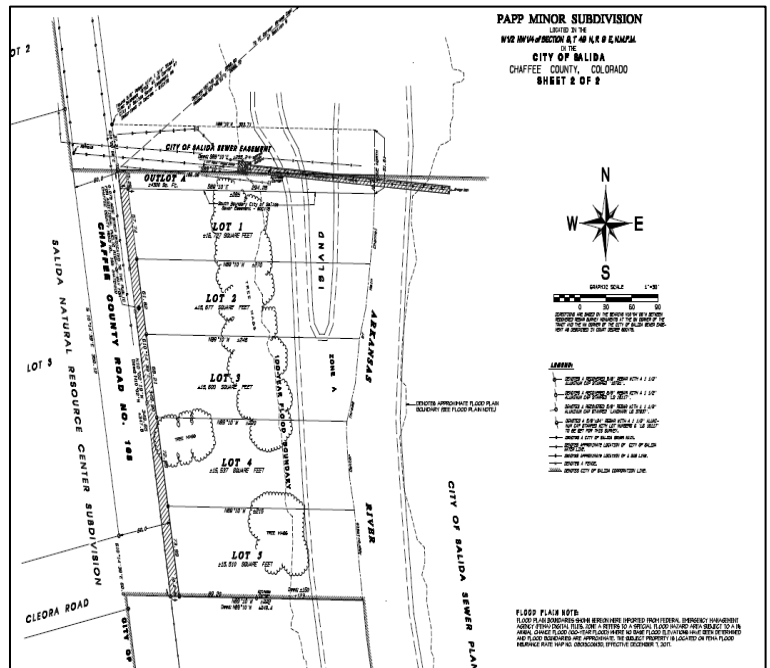
BACKGROUND

The Papp Minor Subdivision consists of 2 acres located at 6792 County Road 105. The request was to subdivide the 2 acre parcel into 5 lots. The Salida Planning Commission approved the minor subdivision on March 25, 2019. Code section 16-3-20(b), "Term of development permits," states that any development permit shall be valid for a period of three (3) years after final approval of the development permit by the City. The approval of the Papp Minor Subdivision is valid until March 25, 2022.



The applicant submitted the limited impact review application for the subject minor subdivision prior to the effective date of Ordinance 2018-14, which requires 12.5% of the residential units to be affordable. Therefore, these inclusionary housing requirements do not apply to the Papp Minor Subdivision.

As part of the approval, the applicant is required to enter into a subdivision improvement agreement for the required construction of sewer and water mains across the frontage of the site.





CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	February 15, 2022

The owner is also required the following:

- (1) Dedicate 10' of right-of-way adjacent County Road 105 so the total right-of-way for the road equals 60'.
 - The dedication is shown on the Papp Minor Subdivision plat.

- (2) Dedicate 15 foot wide tract (fee-simple) on the north side of the subdivision to the City for the continued maintenance of the city sewer trunk line and to provide pedestrian trail access to the Arkansas River.
 - With recording of the Papp Minor Subdivision, the 15' tract will be dedicated to the City.

- (3) Provide a fee-in-lieu for one-half of an eight foot (8') wide concrete trail for the length of the property frontage on CR 105 for a total of \$9,635. The payment may be collected on a pro-rata share (\$1,927) at the time of issuance of a building permit for each lot.
 - On page one of the subdivision plat, there is a plat note with this requirement.

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 in place for the public improvements which the City can utilize to complete the project in case of default by the developer. The amount of the financial guarantee must be 125% of the estimated cost; for the Papp Minor Subdivision the amount is \$192,497.88 (staff has confirmation of the required guarantee). 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.

STAFF RECOMMENDATION

Staff recommends the City Council approve the Subdivision Improvement Agreement for the Papp Minor Subdivision.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	February 15, 2022

SUGGESTED MOTION

A council person should make the motion to “approve Resolution 2022-09 to approve the Subdivision Improvement Agreement for the Papp Minor Subdivision.”

Attachments:

- Resolution 2022-09
- Exhibit A - Proposed Subdivision Improvement Agreement for the Papp Minor Subdivision
- Exhibit B - Property description
- Exhibit C - Papp Minor Subdivision plat
- Exhibit D - Cost breakdown
- Exhibit E - City of Salida fee schedule
- Exhibit F - Construction schedule

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 09
(Series 2022)**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO
APPROVING THE SUBDIVISION IMPROVEMENT AGREEMENT FOR THE PAPP
MINOR SUBDIVISION.**

WHEREAS, Deborah Papp is owner of the proposed Papp Minor Subdivision; and

WHEREAS, on March 25, 2019 the Salida Planning Commission approved the Papp Minor Subdivision which consists of five (5) lots on the 2 acres (“Property”); and

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

WHEREAS, the City Council therefore now wishes to approve and execute a Subdivision Improvement Agreement with Deborah Papp for the Papp Minor Subdivision; and

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

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

The Subdivision Improvement Agreement for the Papp Minor Subdivision, annexed hereto and incorporated herein as “Exhibit A” is hereby approved.

RESOLVED, APPROVED AND ADOPTED on this 15th day of February, 2022.

CITY OF SALIDA, COLORADO

Mayor Dan Shore

(SEAL)
ATTEST:

City Clerk/Deputy City Clerk

EXHIBIT A

**SUBDIVISION IMPROVEMENT AGREEMENT
PAPP MINOR SUBDIVISION**

THIS SUBDIVISION IMPROVEMENT (the “Agreement”) is made and entered into this _____ day of _____, 2022, by and between the CITY OF SALIDA, COLORADO, a Colorado statutory city (“City”), and Deborah Papp (“Developer”) (each a “Party” and together the “Parties”).

Section 1 - Recitals

- 1.1 The Developer represents that it is the fee title owner of certain lands known as the “Papp Minor Subdivision” consisting of 2 acres 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 On March 25, 2019 the Planning Commission approved the Papp Minor Subdivision consisting of the Property described on **Exhibit C**, Papp Minor Subdivision plat. A condition of the approval requires entering into a subdivision improvement agreement pursuant to Section 16-2-60 of the Salida Municipal Code.
- 1.3 The City wishes to advance development within municipal boundaries in accordance with the City of Salida 2013 Comprehensive Plan adopted April 16, 2013, as it may be amended.
- 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 the terms and conditions for the construction of subdivision public improvements and other improvements.
- 1.5 The City and the Developer acknowledge that the terms and conditions hereinafter set forth are reasonable, within the authority of each to perform, and consistent with the City of Salida Comprehensive Plan.

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

Section 2 – Definitions

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

- 2.1 “Agreement” means this Subdivision Improvement Agreement for the Papp Minor Subdivision. The Recitals in Section 1 above are fully incorporated into this Agreement and made a part hereof by this reference.
- 2.2 “City” means the City of Salida, a Colorado statutory City.
- 2.3 “City Administrator” means the City Administrator of the City of Salida, and the City Administrator’s designee.

- 2.4 “City Code” means the City of Salida Municipal Code.
- 2.5 “City Council” means the City Council of the City of Salida, Colorado.
- 2.6 “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.
- 2.7 “Dedicated Lands” means those lands the Developer will convey to the City for public use.
- 2.8 “Developer” means Deborah Papp and its successor(s).
- 2.9 “Development” means all work on the Property required to transform the Property into the Papp Minor Subdivision approved by the City of Salida Planning Commission. 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.”
- 2.10 “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.
- 2.11 “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.
- 2.12 “Land Use Code” means the City’s Land Use and Development Code, Title 16 of the City Code.
- 2.13 “Native Vegetation” means “native plant” as defined in the Colorado Noxious Weed Act, C.R.S. § 35-5.5-103(15).
- 2.14 “Noxious Weed” takes the meaning given to that term in the Colorado Noxious Weed Act, C.R.S. § 35-5.5-103(16).
- 2.15 “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 5.11 below, approves the Required Improvements that are not Public Improvements, and certifies their compliance with approved specifications.
- 2.16 “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 completing said Required Improvements.

- 2.17 “Property” means the land that is known as the Papp Minor subdivision and described in **Exhibit B**.
- 2.18 “Public Improvements” means Required Improvements constructed and installed by the Developer and dedicated to the City in accordance with this Agreement, including without limitation water mains, water service lines, water laterals, fire hydrants, and other water distribution facilities; irrigation lines and facilities; wastewater collection mains, lines, laterals, and related improvements; drainage facilities in public rights-of-way; handicap ramp improvements; and required curbs, sidewalks, and street improvements. The Required Improvements that are also Public Improvements are identified on attached **Exhibit D**.
- 2.19 “Public Improvements Warranty Period” means a period of one year from the date that the City Engineer or the City Engineer’s designee, in accordance with the terms and conditions of paragraph 5.11 below, approves the Public Improvements and certifies their compliance with approved specifications.
- 2.20 “Reimbursable Costs and Fees” means all fees and costs incurred by the City in connection with the City’s processing and review of the proposed Development Plan and the Subdivision Plats; and the City’s drafting, review, and execution of this Agreement as described in **Exhibit E**.
- 2.21 “Required Improvements” means the public and other improvements that the Developer is required to make to the Property as part of the subdivision approval and pursuant to this Agreement, including without limitation improvements for streets, landscaping, parks, trails, drainage improvements, sidewalks, and utilities.
- 2.22 “Subdivision Plat” means the Papp Minor Subdivision of the Property approved by the Salida Planning Commission.

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 Contractual Relationship. The purpose of this Agreement is to establish a contractual relationship between the City and the Developer with respect to the Required Improvements for the Property. 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.
- 3.2 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.

3.3 Reservation. To the extent that the City becomes aware of new information about the Property, and notwithstanding anything to the contrary herein, the City reserves the right to require new terms, conditions, or obligations with respect to the Required Improvements for the Property.

Section 4 – Development of Property

4.1 The City agrees to the Development of the Property, and the Developer agrees that it will Develop the Property, only in accordance with the terms and conditions of this Agreement and all requirements of the City Code; 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 Minor subdivision by the Planning Commission on March 25, 2019 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; the Papp Minor Subdivision approval, 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.

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 Additional Conditions of Papp Minor Subdivision Approval.

5.3.1 Developer agrees to dedicate 10 feet of right-of-way adjacent to CR 105 so the total right-of-way for the CR 105 equals 60 feet.

5.3.2 Developer agrees to dedicate a 15 foot wide tract (fee-simple) along the full north side of the Property, north of Lot 1, to the City of Salida for the continued maintenance of the city sewer trunk line and to provide pedestrian trail access to the Arkansas River. This dedication shall constitute an “extraordinary contribution” to parks, trails and open space, pursuant to Code Section 16-6-120(8)(v).

- 5.3.3 Developer agrees to provide a fee-in-lieu for one-half of an eight foot (8') wide concrete trail for the length of the property frontage on CR 105 for a total of \$9,635. The payment may be collected on a pro-rata share (\$1,927) at the time of issuance of a building permit for each lot.
- 5.4 Required Improvements. Attached **Exhibit D**, 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. The Required 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. Before the Developer's commencement of construction or installation of the Required Improvements, the City Engineer or the City Engineer's designee must review and approve the drawings and plans for such improvements, which drawings and plans must be stamped by the engineer retained by the Developer. In addition to warranting the Required Improvements as described in paragraph 5.11 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, and criteria, and with industry standards governing such construction.
- 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 16-2-60(r) of the Land Use Code, the Developer shall reimburse the City for all costs associated with the City's observation of Development on the Property and inspection of the Required Improvements, and the City shall not give its written approval of the Required Improvements, as described in paragraph 5.8 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. At the Developer's request, the City Engineer or the City Engineer's designee shall inspect the Required Improvements to ascertain whether they have been completed in conformity with the approved plans and specifications. The City Engineer or the City Engineer's designee shall confirm in writing the date(s) on which (i) individual Required Improvements have been completed in conformity with the approved plans and specifications, and (ii) all Public Improvements have been completed in conformity with the approved plans and specifications. The Developer shall make all corrections necessary to bring the Required Improvements into conformity with the approved plans and specifications.

- 5.8 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 D**. The total estimated cost of completing the Required Improvements, including both labor and materials, is \$153,998.30. Therefore, the Performance Guarantee must be in an amount equal to \$192,497.88.
- 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 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 completing 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 5.6 above, and upon approval of the City Council, the City may authorize a release of the Performance Guarantee in the amount of 75% of the documented cost of the Completed Improvements.
- 5.8.4 Upon the City Engineer's inspection and written approval of all Required Improvements in accordance with paragraph 5.7 above, 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 D**.
- 5.8.5 Upon the expiration of both the Public Improvements Warranty Period and the Other Required Improvements Warranty Period described in paragraph 5.8 below, the Developer's correction of all defects discovered during such periods, and the City's final acceptance of the Public Improvements in accordance with paragraph 5.9 below, 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.

- 5.9 Conveyance of Public Improvements. Within twenty-eight days of the City's final acceptance of the Public Improvements in accordance with paragraph 5.10 below, the Developer shall, at no cost to the City, do the following:
- 5.9.1 Execute and deliver to the City a good and sufficient bill of sale describing all of the Public Improvements constructed, connected, and installed by the Developer pursuant to this Agreement, together with all personal property relating to the Public Improvements ("Bill of Sale"). In the Bill of Sale, the Developer shall warrant the conveyance of the Public Improvements as free from any claim, demand, security interest, lien, or encumbrance whatsoever. Pursuant to Section 16-2-60(j) of the Land Use Code, acceptance of the Bill of Sale must be authorized by City Council.
- 5.9.2 Execute and deliver to the City a good and sufficient General Warranty Deed conveying to the City, free and clear of liens and encumbrances, all easements necessary for the operation and maintenance of the Public Improvements to the extent the Public Improvements are not constructed within dedicated easements or rights-of-way as shown on the recorded Papp Minor Subdivision.
- 5.9.3 Deliver to the City all engineering designs, current surveys, current field surveys, and as-built drawings and operation manuals for the Public Improvements and for all improvements made for utilities, or make reasonable provision for the same to be delivered to the City. The legal description of all utility service lines must be prepared by a registered land surveyor at the Developer's sole expense.
- 5.10 Warranty. The Developer shall warrant the Public Improvements for one year from the date that the City Engineer, in accordance with paragraph 5.8 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 City Engineer, 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 the Development, 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 5.8 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 homeowner's association shall be responsible for the Other Required Improvements Warranty Period.
- 5.16 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.
- 5.17 Trash, Debris, and Erosion. During Development, 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.

5.18 Compliance with Environmental Laws. During Development, the Developer shall comply with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including without limitation solid waste requirements and all requirements under the Federal Water Pollution Control Act, as amended (“Clean Water Act”); 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.

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

5.19.1 Developer’s reimbursement of processing fees. Consistent with Sections 16-2-10 and 16-2-60(r) of the Land Use Code, the Developer shall reimburse the City for all fees and costs incurred by the City in connection with the City’s processing and review of the proposed Subdivision Plats, including without limitation processing and review of the Zoning and Subdivision Applications and supporting documentation, 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 costs incurred by the City.

5.19.2 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**.

5.19.3 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.

5.19.4 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 Section 11 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.

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

Section 6 – Construction Schedule

6.1 Construction Schedule. Attached **Exhibit F**, which is incorporated herein by this reference, provides the schedule according to which construction and installation of the Required Improvements will occur (“Construction Schedule”). If the Developer fails to commence or to complete any phase of construction and installation of the Required Improvements in compliance with the Construction Schedule, the City will take action in accordance with Section 16-2-60(e) of the Land Use Code.

6.2 Site Restoration. If the Developer fails to commence or complete construction and installation of the Required Improvements 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 D**.

6.3 Force Majeure. If the Developer fails to commence or complete construction and installation of the Required Improvements in accordance with the Construction Schedule due to Force Majeure, the City shall extend the time for completion by a reasonable period. In such an event, the City and the Developer shall amend the Construction Schedule in writing to memorialize such extension(s).

Section 7 – Default by Developer and City’s Remedies

7.1 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:

7.1.1 The refusal to issue any building permit or certificate of occupancy to the Developer.

7.1.2 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.

7.1.3 Suspension of all further activities, approvals, and permitting related to the Subdivision Plat.

- 7.1.4 A demand that the Performance Guarantee be paid or honored.
- 7.1.5 Any other remedy available in equity or at law.
- 7.2 Notice of Default. 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. No sooner than thirty days after the Developer's receipt of the notice or any hearing before City Council, whichever occurs later, the City may take any and all remedial action consistent with this Agreement, the City Code, and the Land Use Code.
- 7.3 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.
- 7.4 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.
- 7.5 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 not constitute, and is not to be construed as constituting, a waiver of such provision in other instances. Nothing herein allows the City to waive any provision of the City Code or Land Use Code.
- 7.6 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 8 – Indemnification and Release

- 8.1 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.
- 8.2 Indemnification.
- 8.2.1 The Developer shall indemnify and hold harmless the City, and the City's officers, agents, employees, and their designees, from and against any and all claims, damages, losses, and expenses, including but not limited to attorneys' fees and costs, arising from or in connection with the following: (a) the City's approval of the Subdivision Plat; (b) acts or omissions by the Developer, its officers, employees, agents, consultants, contractors, or subcontractors in connection with the

Subdivision Plat; (c) the City’s required disposal of hazardous substances, pollutants, or contaminants; required cleanup necessitated by leaking underground storage tanks, excavation, and/or backfill of hazardous substances, pollutants, or contaminants; or environmental cleanup responsibilities of any nature whatsoever on, of, or related to the Dedicated 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 Dedicated Lands; (d) any remedial action required of the City as a result of the Developer’s violation of the Clean Water Act; or (e) any other item contained in this Agreement.

8.2.2 The Developer shall reimburse the City for all fees, expenses, and costs, including attorneys’ fees and costs, incurred in any action brought against the City as a result of the City’s approval of the Subdivision Plat; and shall reimburse the City for all fees, expenses, and costs, including attorneys’ fees and costs, associated with any proceedings to challenge the City’s approval of the Subdivision Plat.

8.2.3 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**.

8.2.4 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 9 – Representations and Warranties

9.1 Developer’s Representations and Warranties. The Developer 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:

9.1.1 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.

9.1.2 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.

9.1.3 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 Develop the Property as contemplated in the proposed Subdivision Plat.

- 9.1.4 Compliance with environmental laws and regulations. To the best of the Developer's knowledge, all property to be dedicated to the City hereunder (both in fee simple and in the form of easements) is in compliance with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including solid waste requirements and all requirements under the Clean Water Act; 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.
- 9.1.5 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.
- 9.2 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:
- 9.2.1 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.
- 9.2.2 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.
- 9.2.3 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 proposed in the Subdivision Plat.
- 9.2.4 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 10– General Provisions

- 10.1 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 adopting this Agreement.
- 10.2 Final Agreement. This Agreement supersedes and controls all prior written and oral agreements and representations of the Parties with respect to a Subdivision Improvement

Agreement associated with Development of the Property, and is the total integrated agreement between the Parties with respect to those subjects.

- 10.3 Modifications. This Agreement may be modified only by a subsequent written agreement executed by both Parties.
- 10.4 Voluntary Agreement. The Developer agrees to comply with all of the terms and conditions of this Agreement on a voluntary and contractual basis.
- 10.5 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.
- 10.6 Notice. All notices required under this Agreement must be in writing and must be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the Parties as set forth below. All notices so given will be considered effective immediately upon hand-delivery, and seventy-two hours after deposit in the United States Mail with the proper address as set forth below. Either Party by notice so given may change the address to which future notices are to be sent.

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

Notice to the Developer: Deborah Papp
 1420 Hamilton Ave.
 Yakima, WA 98902

- 10.7 Severability. The terms of this Agreement are severable. If a court of competent jurisdiction finds any provision hereof to be invalid or unenforceable, the remaining terms and conditions of the Agreement will remain in full force and effect.
- 10.8 Recording. The City shall record this Agreement along with the Papp Minor Subdivision plat with the Clerk and Recorder of Chaffee County, Colorado, at the Developer’s expense. Should any term of this Agreement be severed in accordance with paragraph 11.7 above, the Parties will cooperate to record an amended form of this Agreement evidencing which terms have been severed and which terms remain in full force and effect.

- 10.9 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, confers or is intended to confer any rights or remedies whatsoever upon any person or entity other than the City or the Developer.
- 10.10 No Waiver of Immunity. Nothing in this Agreement, express or implied, waives or is intended to waive the City's immunity under Colorado State law, including without limitation the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through -120.
- 10.11 Joint Drafting. The Parties acknowledge that this Agreement represents the negotiated terms, conditions, and covenants of the Parties, and that the Party responsible for drafting any such term, condition, or covenant is not to be prejudiced by any presumption, canon of construction, implication, or rule requiring construction or interpretation against the Party drafting the same.
- 10.12 Subject to Annual Appropriation. Any financial obligation of the City arising under this Agreement and payable after the current fiscal year is contingent upon funds for that purpose being annually appropriated, budgeted, and otherwise made available by the City Council in its discretion. Nothing herein creates a multi-year fiscal obligation on behalf of the City.
- 10.13 Exhibits. All schedules, exhibits, and addenda attached to this Agreement and referred to herein are to be deemed to be incorporated into this Agreement and made a part hereof for all purposes.
- 10.14 Counterparts. This Agreement may be executed in multiple counterparts, all of which taken together constitute one and the same document.

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

This page intentionally left blank. Signature pages follow.

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 _____ 2022
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

Deborah Papp

By: _____

STATE OF _____)
) ss.
COUNTY OF _____)

Acknowledged, subscribed, and sworn to before me this _____ day of _____ 2022
by _____ Deborah Papp.

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

Notary Public

EXHIBIT B

A tract of land located in the W ½ of the NE ¼ of Section 9, Township 49 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado, being described as follows:

Commencing at a point on the east boundary of the country road whence the NE corner (brass cap) of said Section 9 bears North 29°10.1' East 3273.5 feet;

Thence North 13°04' West 516.5 feet, then North 11°06' West 243.4 feet along said east boundary of the country road to the center of Loggie Gulch and then North 10°02' West 572.8 feet to the point of beginning of the tract herein described;

Thence proceeding around the tract North 10°02' West along the east boundary of the county road 347.6 feet more or less to the south line of the easement described in Book 292 at Page 326 as recorded in Chaffee County, Colorado;

Thence South 89°10' East along said easement line 255.2 feet more or less to the centerline of the Arkansas River;

Thence S'ly along said river centerline to a point which is South 89°10' East of the beginning point;

Thence North 89°10' West 150 feet more or less to a point marked (as is the beginning point) by a 5/8 inch steel reinforcing bar 2 feet long driven in the ground and having a 1 ½ aluminum cap;

Thence continuing North 89°10' West for an additional 99.4 feet to the point of beginning.

And the northerly 15.0 feet of the above described property (outlot A) is hereby dedicated and granted to the city of Salida for the continued use of a sewer pipeline and suspension bridge and for pedestrian trail access to the Arkansas River.

And the 0.075 acre strip of land along the west boundary of the property is hereby dedicated to the public as additional public right-of-way for Chaffee County Road No. 105. The Dimensions of said strip are shown on sheet 2.

Also known by the following address:

6792 County Road 105, Salida, CO 81201

And assessor's schedule or parcel number: 380709100006

PAPP MINOR SUBDIVISION

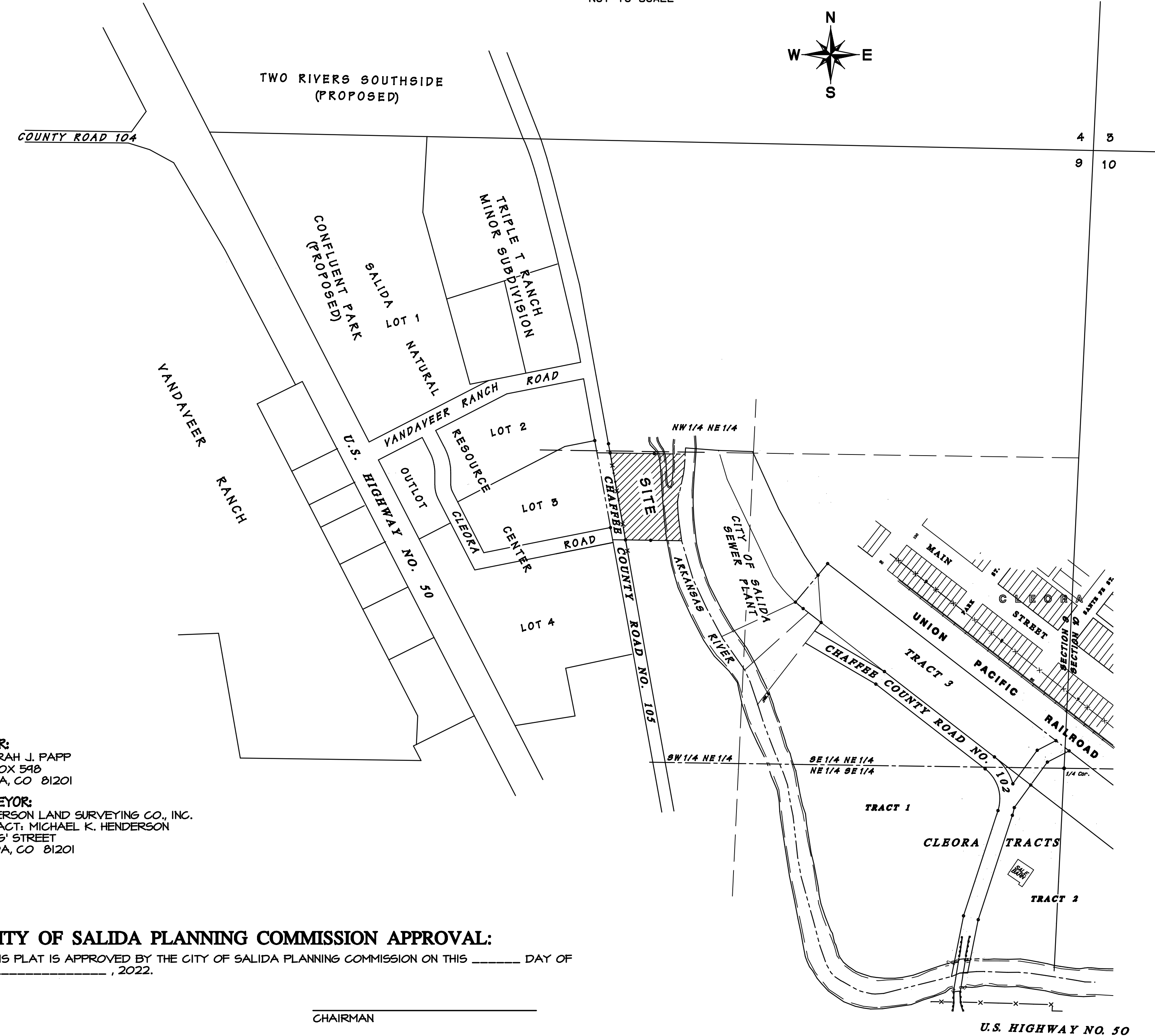
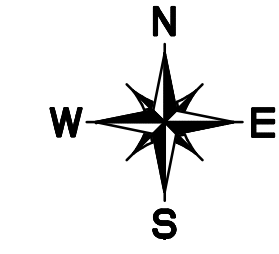
LOCATED IN THE
W 1/2 NW 1/4 of SECTION 9, T 49 N, R 9 E, N.M.P.M.

IN THE
CITY OF SALIDA
CHAFFEE COUNTY, COLORADO
SHEET 1 OF 2

EXHIBIT C

VICINITY MAP

NOT TO SCALE



CERTIFICATE OF DEDICATION AND OWNERSHIP:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BEING ALL OF THE OWNERS, MORTGAGEE AND LIEN HOLDERS OF CERTAIN LAND IN THE CITY OF SALIDA, CHAFFEE COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

A tract of land located in the NW 1/2 of the NE 1/4 of Section 9, Township 49 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado, being described as follows:
Commencing at a point on the east boundary of the county road whence the NE corner (brass cap) of said Section 9 bears North 24°10' East 3273.5 feet;
thence North 13°04' West 516.5 feet, then North 11°06' West 243.4 feet along said east boundary of the county road to the center of Loggic Gulch and then North 10°02' West 572.8 feet to the point of beginning of the tract herein described;
thence proceeding around the tract North 10°02' West along the east boundary of the county road 347.6 feet more or less to the south line of the easement described in Book 242 at Page 326 as recorded in Chaffee County, Colorado;
thence South 89°10' East along said easement line 255.2 feet more or less to the centerline of the Arkansas River;
thence S 1/4 along said river centerline to a point which is South 89°10' East of the beginning point;
thence North 89°10' West 150 feet more or less to a point marked (as is the beginning point) by a 5/8 inch steel reinforcing bar 2 feet long driven in the ground and having a 1 1/2 aluminum cap;
thence continuing North 89°10' West for an additional 99.4 feet to the point beginning.

DO HEREBY LAY-OUT, FLAT AND SUBDIVIDE THE ABOVE DESCRIBED PROPERTY INTO FIVE (5) LOTS, WITH DISTANCES AND DIRECTIONS, AS SHOWN ON THIS PLAT, TO BE KNOWN AS:

PAPP MINOR SUBDIVISION

LOCATED IN THE
W 1/2 NW 1/4 of SECTION 9, T 49 N, R 9 E, N.M.P.M.

IN THE
CITY OF SALIDA
CHAFFEE COUNTY, COLORADO

AND THE NORTHERLY 15.0 FEET OF THE ABOVE DESCRIBED PROPERTY (OUTLOT A) IS HEREBY DEDICATED AND GRANTED TO THE CITY OF SALIDA FOR THE CONTINUED USE OF A SEWER PIPELINE AND SUSPENSION BRIDGE AND FOR PEDESTRIAN TRAIL ACCESS TO THE ARKANSAS RIVER.

AND THE 0.075 ACRE STRIP OF LAND ALONG THE WEST BOUNDARY OF THE PROPERTY IS HEREBY DEDICATED TO THE PUBLIC AS ADDITIONAL PUBLIC RIGHT-OF-WAY FOR CHAFFEE COUNTY ROAD NO. 105. THE LOCATION AND DIMENSIONS OF SAID STRIP ARE SHOWN ON SHEET 2.

THE PAPP MINOR SUBDIVISION HAS COMPLIED WITH CHAPTER 16 OF THE SALIDA MUNICIPAL CODE AND IS SUBJECT TO THE TERMS AND CONDITIONS OF THE EXECUTED SUBDIVISION IMPROVEMENTS AGREEMENT RECORDED AT RECEPTION NO. _____ OF THE CHAFFEE COUNTY RECORDS.

ACKNOWLEDGEMENT:

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE CAUSED THESE PRESENTS TO BE EXECUTED ON THIS _____ DAY OF _____, 2022.

DEBORAH J. PAPP (OWNER)

STATE OF COLORADO }
COUNTY OF CHAFFEE } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2022.

WITNESS MY HAND AND OFFICIAL SEAL
MY COMMISSION EXPIRES _____

NOTARY PUBLIC _____
ADDRESS _____

CERTIFICATE OF TITLE INSURANCE COMPANY:

I, BRETT W. EAKINS, A LICENSED TITLE INSURANCE AGENT REPRESENTING FIRST AMERICAN TITLE INSURANCE COMPANY IN THE STATE OF COLORADO DO CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE REAL PROPERTY SHOWN AND DESCRIBED ON THESE PLATS AND FOUND TITLE VESTED IN DEBORAH J. PAPP, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES, EXCEPT:

BRETT W. EAKINS

LAND SURVEYOR'S STATEMENT:

I, MICHAEL K. HENDERSON, A REGISTERED LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF COLORADO DO HEREBY STATE THAT THIS PLAT WAS PREPARED BY ME AND/OR UNDER MY DIRECT SUPERVISION, AND IS BASED ON A MONUMENTED LAND SURVEY OF THE PROPERTY AND LOTS SHOWN AND DESCRIBED HEREON, WHICH SURVEY WAS PERFORMED UNDER MY RESPONSIBLE CHARGE, AND THAT SAID PLAT AND SURVEY ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED THIS _____ DAY OF _____, 2022.

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

GENERAL LAND SURVEYOR'S NOTES:

- 1) PROPERTY DESCRIPTION BASED ON FIRST AMERICAN TITLE INSURANCE COMPANY CERTIFICATE OF OWNERSHIP AND ENCUMBRANCE PREPARED BY CENTRAL COLORADO TITLE & ESCROW DATED DECEMBER 28, 2021.
- 2) DEED LINES ARE BASED ON AFOREMENTIONED PROPERTY DESCRIPTION ON THE LOCATIONS OF THE RECOVERED REBAR SURVEY MONUMENTS SHOWN AND DESCRIBED ON THIS PLAT AND ON DATA FOUND IN DECREE (DISTRICT COURT CASE NO. 80CV75) FOR THE CITY OF SALIDA SEWER LINE EASEMENT DESCRIBED IN EXHIBIT B CONTAINED THEREIN.
- 3) THAT PORTION OF THE SEWER LINE EASEMENT DESCRIBED IN THE ABOVE DESCRIBED DECREE WHICH IS LOCATED WITHIN THE ABOVE DESCRIBED PROPERTY IS BEING GRANTED TO THE CITY OF SALIDA BY THIS PLATTING.
- 4) THE PROPERTY WAS ANNEXED TO THE CITY OF SALIDA BY CITY OF SALIDA, COLORADO ORDINANCE NO. 5, SERIES OF 2016.

OWNER:
DEBORAH J. PAPP
P.O. BOX 548
SALIDA, CO 81201

SURVEYOR:
HENDERSON LAND SURVEYING CO., INC.
CONTACT: MICHAEL K. HENDERSON
203 'G' STREET
SALIDA, CO 81201

CITY OF SALIDA PLANNING COMMISSION APPROVAL:

THIS PLAT IS APPROVED BY THE CITY OF SALIDA PLANNING COMMISSION ON THIS _____ DAY OF _____, 2022.

CHAIRMAN

NOTICES:

Pursuant to section 16-6-140, Fair Contributions for Public School Sites, as may be amended, a payment in lieu of land dedication for fair contributions for public school sites shall be paid by the owner of each lot within this subdivision prior to issuance of a building permit for any new residence on such lot.

Prior to issuance of a building permit for the project, the developer shall enter into a subdivision improvement agreement that:
Provides a fee-in-lieu for one-half of an eight foot (8') wide concrete trail for the length of the property frontage on County Road 105 for a total of \$4,635.00. The payment may be collected on a pro-rata share (\$1921.00) at the time of issuance of a building permit for each lot.

Existing structures which cross any new lot line in the subdivision must be removed prior to issuance of any new building permit for any lot affected by such crossing. All structures must meet City of Salida set-back requirements for the R-2, Medium-Density Zone.

CLERK AND RECORDER'S CERTIFICATE:

THIS PLAT WAS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF CHAFFEE COUNTY, COLORADO, AT _____ M., ON THIS _____ DAY OF _____, A.D., 2022.

RECEPTION NO. _____

CHAFFEE COUNTY CLERK & RECORDER

SHEET 1 OF 2

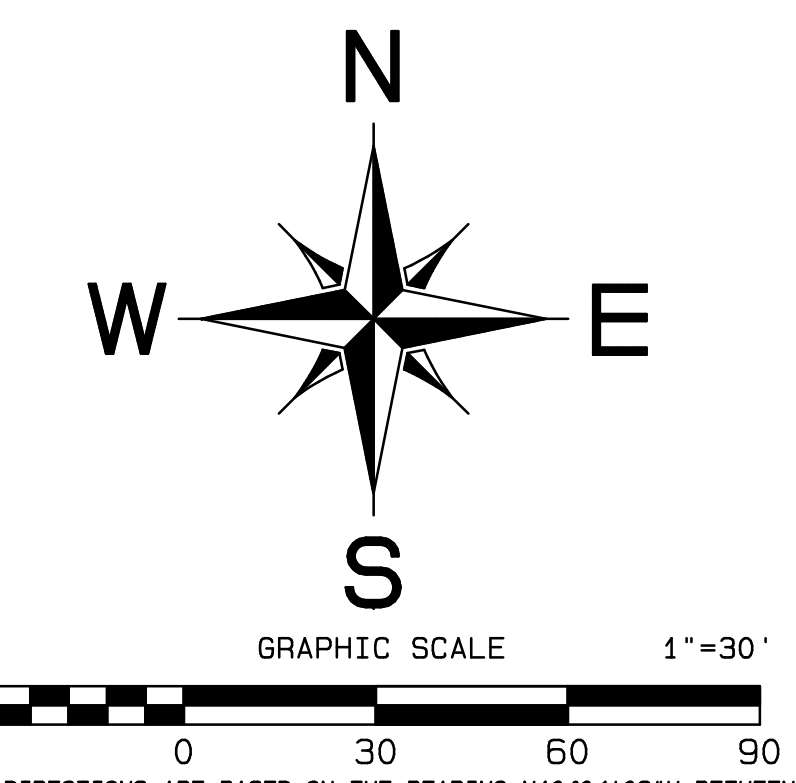
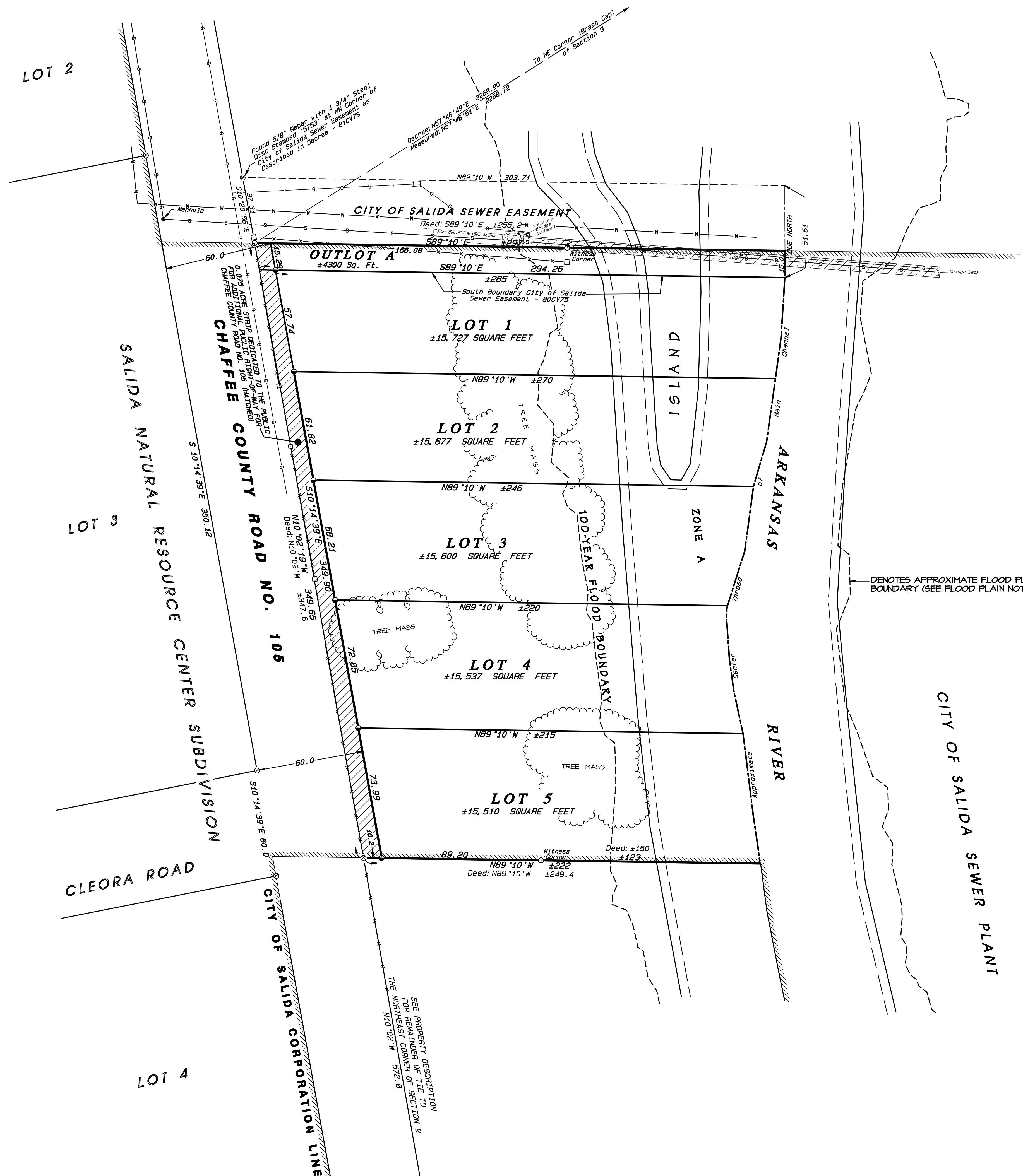
REVISIONS & ADDITIONS: 1/5/22 M.K.H.
REVISIONS & ADDITIONS: 10/27/18 M.K.H.

PAPP MINOR SUBDIVISION	
Located in the W 1/2 NW 1/4 of SECTION 9, T 49 N, R 9 E, N.M.P.M.	
CHAFFEE COUNTY In the CITY OF SALIDA COLORADO	
Job Number: J-18-184	HENDERSON LAND SURVEYING CO., INC.
DESIGNED: M. K. H.	203 G STREET SALIDA, COLORADO
DRAWN BY: TMOO CAD	DATE: 10/31/18
CHECKED: B. S. H.	DRAWING NO. L-18-85
FIG. BOOK: S238 Pgs. 8, 11, 12 & 18	

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, OR 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 HEREIN.

PAPP MINOR SUBDIVISION
 LOCATED IN THE
 W 1/2 NW 1/4 of SECTION 9, T 49 N, R 9 E, N.M.P.M.
 IN THE
CITY OF SALIDA
CHAFFEE COUNTY, COLORADO
SHEET 2 OF 2

EXHIBIT C



DIRECTIONS ARE BASED ON THE BEARING N10°04'06"W BETWEEN RECOVERED REBAR SURVEY MONUMENTS AT THE SW CORNER OF THE TRACT AND THE NW CORNER OF THE CITY OF SALIDA SEWER EASEMENT AS DESCRIBED IN COURT DECREE 80CV75.

LEGEND:

- DENOTES A RECOVERED 5/8" REBAR WITH A 1 1/2" ALUMINUM CAP STAMPED '10721'.
- DENOTES A RECOVERED 5/8" REBAR WITH A 1 1/2" ALUMINUM CAP STAMPED 'LS 16117'.
- DENOTES A RECOVERED 5/8" REBAR WITH A 1 1/2" ALUMINUM CAP STAMPED 'LANDMARK LS 37937'.
- DENOTES A 5/8"x24" REBAR WITH A 1 1/2" ALUMINUM CAP STAMPED WITH LOT NUMBERS & 'LS 16117' TO BE SET FOR THIS SURVEY.
- DENOTES A CITY OF SALIDA SEWER MAIN.
- DENOTES APPROXIMATE LOCATION OF CITY OF SALIDA WATER LINE.
- DENOTES APPROXIMATE LOCATION OF A GAS LINE.
- DENOTES A FENCE.
- DENOTES CITY OF SALIDA CORPORATION LINE.

FLOOD PLAIN NOTE:

FLOOD PLAIN BOUNDARIES SHOWN HEREON WERE IMPORTED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) DIGITAL FILES. ZONE A REFERS TO A SPECIAL FLOOD HAZARD AREA SUBJECT TO A 1% ANNUAL CHANCE FLOOD (100-YEAR FLOOD) WHERE NO BASE FLOOD ELEVATIONS HAVE BEEN DETERMINED AND FLOOD BOUNDARIES ARE APPROXIMATE. THE SUBJECT PROPERTY IS LOCATED ON FEMA FLOOD INSURANCE RATE MAP NO. 08015C0613D, EFFECTIVE DECEMBER 7, 2017.

SHEET 2 OF 2

Additions: 2/9/22 M.K.H., 12/27/21 M.K.H.,
 Additions and Revisions: 12/27/18 M.K.H.,
 ADDITIONS: 12/27/18 M.K.H.

PAPP MINOR SUBDIVISION	
Located in the W 1/2 NW 1/4 of SECTION 9, T 49 N, R 9 E, N.M.P.M. in the CITY OF SALIDA, COLORADO	
CHAFFEE COUNTY	COLORADO
Job Number: J-18-184	HENDERSON LAND SURVEYING CO., INC.
DESIGNED: M.K.H.	208 G STREET SALIDA, COLORADO
DRAWN BY: TMOO CADD	
CHECKED BY: B.S.H.	
Fld. book: 5238 Pgs. 8	
11, 12 & 18 5318 P. 65	
DATE: 10/31/18	DRAWING NO. L-18-85

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.

**Bid Tabulation
PAPP MINOR SUBDIVISION**

EXHIBIT D
Item 10.

Cont. Piedmont Const. Inc.
Prepared by: Crabtree Group, Inc.
Owner: DEBORAH J. PAPP

October 6, 2021

Item	Qty	Unit	Description	Unit Cost	Total Cost
Sitework					
1	218	LF	SAWCUT EXISTING ASPHALT TO LIMITS SHOWN	4.50	981.00
2	121	SY	REMOVE AND DISPOSE OF EXISTING ASPHALT	4.50	544.50
8	121	SY	FURNISH & INSTALL ASPHALT PATCH PER CITY OF SALIDA SPECS	50.00	6,050.00
				Subtotal	7,575.50
Sewer					
3	1	EA	CORE EXISTING MANHOLE TO ACCOMMODATE NEW 8" SEWER MAIN	1,700.00	1,700.00
4	365	LF	FURNISH & INSTALL 8" DIAMETER PVC SEWER MAIN	152.72	55,742.80
5	1	EA	FURNISH & INSTALL 48" DIAMETER SEWER MANHOLE	4,500.00	4,500.00
6	1	EA	FURNISH & INSTALL MANHOLE CONCRETE COLLAR	500.00	500.00
7	303	LF	FURNISH & INSTALL 4" DIAMETER PVC SEWER SERVICE LINE AT 2%	60.00	18,180.00
				Subtotal	80,622.80
Water					
11	1	EA	FURNISH & INSTALL 8"x8" HOT TAP TO EXISTING WATER MAIN	5,000.00	5,000.00
12	1	EA	FURNISH & INSTALL 8"x11.25" BEND	1,000.00	1,000.00
13	1	EA	FURNISH & INSTALL 8" GATE VALVE	2,500.00	2,500.00
14	368	LF	FURNISH & INSTALL 8" DIAMETER PVC WATER MAIN	76.25	28,060.00
15	1	EA	FURNISH & INSTALL 6" FIRE HYDRANT ASSEMBLY	8,000.00	8,000.00
16	5	EA	FURNISH & INSTALL 3/4" WATER SERVICE TAP ASSEMBLY	2,500.00	12,500.00
17	1	EA	FURNISH & INSTALL 8" PLUG	1,000.00	1,000.00
				Subtotal	58,060.00
Miscellaneous					
18	1	LS	Stormwater BMP Installation, Maintenance, Permitting	2,000.00	2,000.00
19	1	LS	Construction Survey	3,740.00	3,740.00
20	1	LS	Traffic Control	2,000.00	2,000.00
21	1	LS	Bonding		
				Subtotal	7,740.00

Construction Total 153,998.30

Not included: foundation/building, city and county administrative/utility fees

Limitations of Liability:

- The Crabtree Group, Inc. (CGI) is providing this Engineer's Opinion of Probable Cost (EOPC) at the request of the "Client" with the understanding that CGI is not responsible for project, financing or construction costs as related to this EOPC.
- The unit costs contained in this EOPC are based on recent labor and material costs that may change and vary widely due to economic, site and other conditions.
- The "Client" should obtain more accurate project costs by project specific bids for all project, financing and construction decisions.

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:

City Attorney \$30/hr

Assistant City Attorney \$30/hr

Information Services \$30/hr

Department Heads \$30/hr

Supervisor \$30/hr

Non-Supervisory Personnel \$20/hr

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

DVD - \$10

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

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Deborah Papp ("Owner") and

Pridemore Construction Inc. [Signature] ("Contractor").

Owner and Contractor hereby agree as follows:

1. WORK

1.1. Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: see construction plans.

2. THE PROJECT

2.1. The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Papp Minor Subdivision Infrastructure.

3. ENGINEER

3.1. The part of the Project that pertains to the Work has been designed by Crabtree Group, Inc. Civil Engineers.

3.2. The Owner has retained Crabtree Group, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

4. CONTRACT TIMES

4.1. *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.2. *Contract Times: Dates*

A. The Work will be substantially completed on or before July 1, 2022, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before July 15, 2022. If the notice to proceed has not been given on or before December 1, 2021, substantial and final completion dates will be adjusted accordingly, on a working days basis.

B. Parts of the Work shall be substantially completed on or before the following Milestone(s):
(none)

PAPP Subdivision
Const. Schedule

Pridemore Const. Inc.

Start First week MAY - Traffic Control - SAW Cut Asphalt - CORE EXIST M.H.
Install new Sewer main. Install sewer services. Live TAP water main.
Install water main and fire Hyd. Install water services & meter pits.
Patch Asphalt - Clean up Finish Project last week June



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Miriam Luna Gonzalez - Management Fellow	February 15, 2022

ITEM

Resolution 2022-10, to appropriate funding to the Chaffee Housing Authority to fund incentive payments for the Open Doors program

BACKGROUND

Like many other Colorado mountain towns, the City of Salida has been experiencing a substantial workforce housing shortage. Given the existing numerous short-term rental (STR) units, the city aims to increase the number of long-term workforce units through the Open Doors program.

The City of Salida will partner with the Chaffee Housing Authority (CHA) in initiating the Open Doors program. The program will offer incentives to owners of short-term rental (STR) units, vacation homes, and other “vacant” units that are interested in converting into a long-term workforce unit. The program intends to initially enroll 10 units that will house up to 22 local workforce individuals. Interested home owners will directly apply to the program. While, interested businesses will apply to the program and their employees will be eligible to apply to be a tenant of the program. Businesses will also be required to pay an administrative fee of \$250.00 per employee per month for the term of the lease. The Chaffee Housing Authority (CHA) will serve as the master lease. Host incentives will be paid in full at the end of the term of their lease and if a lease is broken, hosts will be pro-rated.

The program requests \$140,000.00 00 to ensure that all incentives are paid in full, of which will be handled by the Chaffee Housing Authority. If the Chaffee Housing Authority finds that it has a need of master lease funding, they are to request the city for funding.

FISCAL NOTE

The program requests \$140,000.00.

STAFF RECOMMENDATION

Staff recommends approval to approve the Memorandum of Understanding (MOU) and to appropriate funding to the Chaffee Housing Authority to fund the Open Doors program.

SUGGESTED MOTION

A council person should “move to approve Resolution 2022-10, approving the Memorandum of Understanding and to appropriate funding to the Chaffee Housing Authority to fund the Open Doors program” followed by a second.

RESOLUTION NO. 10
(Series 2022)

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO
APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE CHAFFEE
HOUSING AUTHORITY ESTABLISHING THE
“OPEN DOORS” LONG-TERM RENTAL INCENTIVE PROGRAM

WHEREAS, the City of Salida (“City”) and its City Council (“Council”) recognize that the community is experiencing a severe workforce housing shortage, and that short-term rentals continue to exacerbate pricing and availability in the local housing market and,

WHEREAS, the City believes the conversion of short-term rental (STR) units, vacation homes, and other “vacant” homes into a long-term units will temporarily alleviate the workforce housing crisis; and,

WHEREAS, the City intends to provide incentives to property owners who convert their residential units into long-term rentals for the City’s workforce; and,

WHEREAS, the City commits funding to establish and financially support this Open Doors Long-Term Rental Incentive Program; and,

WHEREAS, the City wishes to enter into a Memorandum of Understanding with the Chaffee Housing Authority to memorialize the collaborative relationship and to clarify the duties of each party as it relates to the establishment, funding, management and operation of the Open Doors Long-Term Rental Incentive Program.

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

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

Section 2. The Salida City Council hereby formally adopts and approves the Open Doors Long-Term Rental Incentive Program Memorandum of Understanding (MOU) with the Chaffee Housing Authority, attached hereto as Exhibit A.

Section 3. The Salida City Council authorizes the Mayor to execute Memorandum of Understanding (MOU) with the Chaffee Housing Authority, attached hereto as Exhibit A, and additionally authorizes the City to execute all applicable documents associated with the Program or necessary to formalize such approval.

RESOLVED, APPROVED, AND ADOPTED this 15th day of February, 2022.

CITY OF SALIDA

By: _____
Dan Shore, Mayor

[SEAL]

ATTEST: _____
City Clerk/Deputy City Clerk

Exhibit A
Open Doors Memorandum of Understanding

“OPEN DOORS” LONG-TERM RENTAL INCENTIVE PROGRAM
MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made with an effective date of February 15, 2022, by and between the CITY OF SALIDA, a Colorado statutory municipal corporation (the “City”), and the CHAFFEE HOUSING AUTHORITY, a Colorado multijurisdictional housing authority (“CHA”), (collectively the “Parties”).

RECITALS

WHEREAS, the City and CHA recognize that the region is experiencing a severe workforce housing shortage, and that short-term rentals continue to exacerbate pricing and availability in the local housing market; and

WHEREAS, the City and CHA believe the conversion of short-term rental units, vacation homes, and other “vacant” homes into long-term housing units will help temporarily alleviate the workforce housing crisis; and

WHEREAS, the City wishes to provide incentives to property owners who convert their residential units into long-term rentals for the City’s workforce; and

WHEREAS, the City commits funding to establish and financially support this Open Doors Long-Term Rental Incentive Program (“Program”); and

WHEREAS, CHA commits to managing the Program on the City’s behalf; and

WHEREAS, the City and CHA wish to enter into this Memorandum of Understanding (“MOU”) to memorialize the Parties’ collaborative relationship and understanding, and to clarify the duties of each Party, as well as to set forth all terms and conditions between the Parties.

NOW, THEREFORE, the Parties set forth and memorialize their mutual understandings as follows:

1. Purpose and Description. The purpose of the Program is to enroll available housing units for long-term rentals for six (6), nine (9) and twelve (12) month terms. Interested Salida-area businesses will apply to the Program and their employees will be eligible to apply to be a tenant in the Program. Monetary incentives will then be paid to the property owner hosts at the end of the lease, for their participation in the Program.

2. Term. This MOU shall remain in effect throughout the duration of the Open Doors” Long-Term Rental Incentive Program, subject to annual appropriations by the Salida City Council, or until this MOU is cancelled by mutual written agreement of the Parties.

3. Specific Obligations. The Parties have agreed to provide or facilitate the following components of the Program, and to comply with the additional terms under this MOU as follows:

- A. For the duration of the Program, the **City** shall:
- i. Fund the Program upfront, by submitting payment to CHA of One Hundred Forty Thousand Dollars (\$140,000.00) by March 31, 2022; and
 - ii. Allocate and set aside an additional One Hundred Thousand Dollars (\$100,000.00) for the purpose of rental guarantees, which shall include costs such as: a tenant failing to pay rent; a tenant late in paying rent; and damage to the rental property. Said funds shall be released and reimbursed to the CHA, upon fifteen (15) days written notice to the City of the specific request by CHA.
- B. For the duration of the Program, **CHA** shall:
- i. Manage and operate the Program on the City’s behalf;
 - ii. Serve as master lessee in the long-term rental lease agreements;
 - iii. Determine and manage eligibility and qualifications of the workforce tenants;
 - iv. Determine eligibility of property owner host units;
 - v. Negotiate rent levels for the units with the property owner hosts;
 - vi. Manage administrative fees paid by the local businesses for their workforce who are tenants in the Program;
 - vii. Ensure payment to the property owner hosts for the per-term incentive paid to the host at the end of the lease; and
 - viii. Provide quarterly accounting to the City, as provided for in Section 5.

4. Lease and other Legal Agreements. The master lease agreement, sublease agreement and any other legal agreements entered into pursuant to this Program shall be approved, as to form, by the City Attorney, before utilization and execution of same.

5. Reporting. CHA shall provide quarterly accounting to the City, regarding any and all funds paid, accepted, granted, utilized or retained related to or regarding the Program and its operations. The City and CHA will evaluate the effectiveness of this arrangement and of the Program at least annually. The Parties will provide each other with any pertinent details regarding the programming, surveys and feedback taken or received. The Parties will have a meeting at least annually to discuss the relationship,

success, strengths and weaknesses of the Program, and what role each Party will take in subsequent years, if applicable.

6. No Third-Party Beneficiaries. None of the provisions in this MOU shall give or allow any claim, benefit, or right of action by any person or entity other than the Parties.

7. No Personal Liability of Elected Officials and Officers. No individual who is either a director, councilperson, and/or officer of the CHA or the City shall be subject to personal liability to any person or entity in connection with the performance or non-performance based upon any of the understandings of the Parties hereunder.

8. Indemnification. To the extent permitted by law, CHA shall indemnify and hold harmless the City, its officers, employers, and agents, from any cost, loss and expense, including reasonable attorney's fees, arising out of any liability or claim of liability for injury or damage to person or property resulting directly or indirectly from CHA's management and operation of the Program.

9. Counterpart Execution. This MOU may be executed in one or more counterparts, each of which shall constitute an original, but all of which, when taken together shall constitute a single MOU. For purposes of recording, if executed in counterpart the only duplicate pages submitted for recording shall be the page upon which the signatures appear.

10. Entire Understanding. This MOU contains the entire understanding between the Parties with respect to the matters set forth herein, and all prior agreements or understandings with respect to the subject matter hereof are deemed merged herein.

IN WITNESS WHEREOF, the undersigned have executed this MOU to be effective as of the day and year written above, and acknowledge and accept the terms and conditions herein.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

CITY OF SALIDA

ATTEST

By: _____
Mayor Dan Shore

By: _____
City Clerk Erin Kelley

CHAFFEE HOUSING AUTHORITY

ATTEST

By: _____

By: _____
Secretary



CITY COUNCIL ACTION FORM

DEPARTMENT Planning	PRESENTED BY Kristi Jefferson - Senior Planner	DATE February 15, 2022
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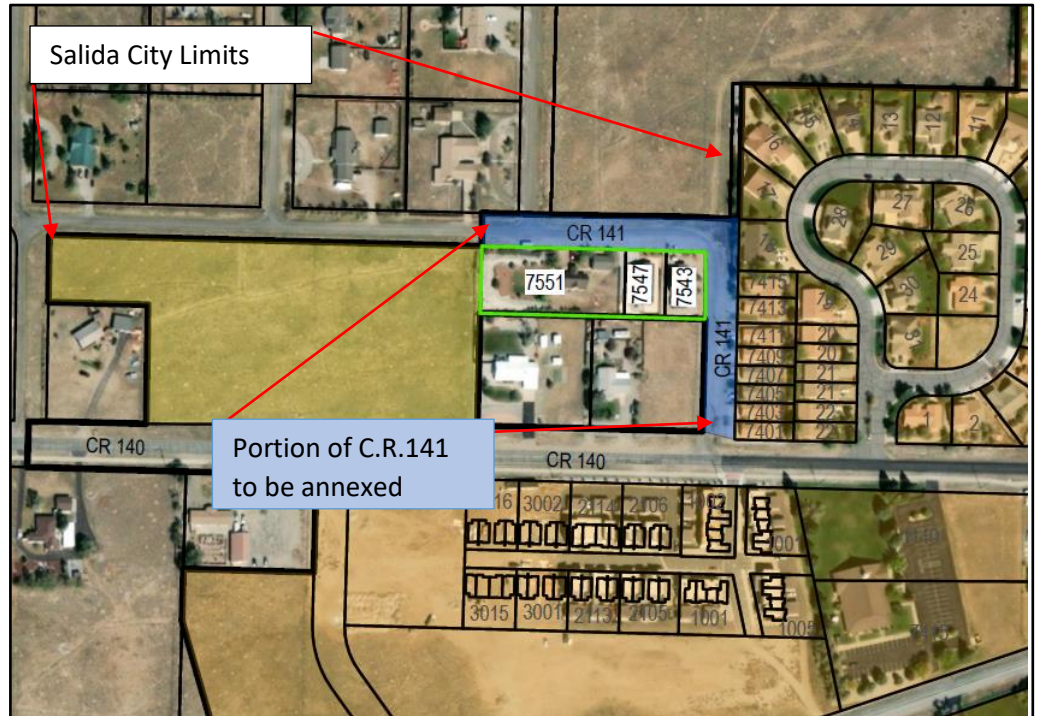
ITEM

Ordinance 2022-02: First Reading on the proposed 141 Annex Annexation of Lots 1, 2 and 3 of the 141 Annex Minor Subdivision located at 7543 C.R. 141, 7547 C.R. 141 and 7551 C.R. 141. As part of this annexation, Chaffee County is requiring annexation of County Road 141 from County Road 140 to the western most edge of Lot 1 of the 141 Annex Subdivision. The required section of County Road 141 is included on the 141 Annex Annexation plat.

BACKGROUND

On December 04, 2018 City Council approved Resolution 2018- 52 for the Love Pre-Annexation agreement with owners Brad and Sandra Love to provide municipal water and sewer to the property of 141 Annex Minor Subdivision. At that same time the owners were also in the process of subdividing the 1.358 acre parcel into 3 individual lots within the Chaffee County jurisdiction.

Section 4 of the pre-annexation agreement requires the owners of Lots 1, 2 and 3 to annex their properties within 60 days when they become eligible, via contiguity. They became eligible with the Upchurch Annexation which was approved by Council on April 20, 2021 and recorded on July 2, 2021.





CITY COUNCIL ACTION FORM

DEPARTMENT Planning	PRESENTED BY Kristi Jefferson - Senior Planner	DATE February 15, 2022
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The applicants, Jeff Kriebel, Thomas Clegg and Wendell Winger submitted the complete application to annex their properties located at 7543 C.R. 141, 7547 C.R. 141 and 7551 C.R. 141, respectively, on October 21, 2021 along with an application for Zoning to be considered during a separate hearing.

An application for annexation is a multi-step process. When annexing a property, the City must follow state statutes for contiguity and procedural requirements. The steps and standards include:

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

Annexation Agreement: On March 1, 2022 staff will propose an annexation agreement. Staff is recommending to incorporate conditions number 7 and 8 (below) of the Love Pre-Annexation agreement as conditions in the 141 Annex Annexation agreement:

7. **Payment of Fees.** Owner agrees to pay at the time of building permit all applicable fees for the Property in the amounts set forth pursuant to the Salida Municipal Code, or as hereafter amended, namely the building plan review; water and sewer system development fees; and the Fair Contribution to School Sites per Section 16-6-140 of the Salida Municipal Code (SMC).
 - The fees have been paid for the newly constructed single-family residential units on Lots 2 and 3.



CITY COUNCIL ACTION FORM

DEPARTMENT Planning	PRESENTED BY Kristi Jefferson - Senior Planner	DATE February 15, 2022
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8. Inclusionary Housing. The applicant volunteers and agrees to provide an in-lieu fee at the rate in effect at the time of building permit application of any new residential dwelling units on any of the lots within the 141 Annex Annexation.

- The fees in lieu have been paid for the single-family residential units constructed on Lots 2 and 3.

The timeline for the related requests to the annexation are as follows:

Proposed Action	Planning Commission Recommendation	City Council First Reading	City Council Final Action
Resolution on Findings of Fact			03/01/2022
Annexation Ordinance 2022-02	12/14/2021	02/15/2022	03/01/2022
Annexation Agreement Resolution 2022-			03/01/2022
Zoning Ordinance 2022-03	12-14-2021	02/15/2022	03/01/2022

RESPONSE FROM REFERRAL DEPARTMENTS AND AGENCIES:

- Salida Fire Department: Kathy Rohrich, Assistant Fire Chief, responded “The Fire Department has no concerns at this time.”
- Chaffee County Development Services: Planner Christie Barton, responded “Chaffee County Planning has no objection to the annexation, but County staff may have additional comments.”
- Salida Public Works Department: Public Works Director David Lady, responded “Typically there would be some language with regards to bringing the road up to standards.” (This one is a bit unique as there is no leverage to require that since the development has already occurred.)

PLANNING COMMISSION RECOMMENDATION

A public hearing with the Planning Commission was held December 14, 2021 and the Commission recommended Council approve the proposed 141 Annex Annexation with staffs recommended conditions.

STAFF RECOMMENDATION

Staff recommends approval of the proposed annexation, subject to Council approval of an annexation agreement with the following conditions:

1. That new residential dwelling units constructed on Lots 1, 2 or 3 shall meet the inclusionary housing requirements of Article XIII of Chapter 16 of the Salida Municipal Code. The applicant’s volunteers and agrees to provide an in-lieu fee at the rate in



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	February 15, 2022

effect at the time of building permit application of any new residential dwelling units on any of the lots within the 141 Annex Annexation.

2. That new residential dwelling units constructed on Lots 1, 2 or 3 shall meet the requirements of Land Use Code Sec. 16-6-140, Fair Contributions to Public School Sites, at the time of issuance of a building permit.

SUGGESTED MOTION

A council person should make the motion to “approve Ordinance 2022-02 on first reading and set the second reading and public hearing for March 1, 2022.”

Attachments: Ordinance 2022-02
141 Annex Annexation plat
Love Pre-Annexation Agreement

**CITY OF SALIDA, COLORADO
ORDINANCE NO. 02
SERIES OF 2022**

AN ORDINANCE OF THE CITY OF SALIDA, COLORADO ANNEXING TO THE CITY OF SALIDA A CERTAIN TRACT OF LAND IN UNINCORPORATED CHAFFEE COUNTY KNOWN AS THE 141 ANNEX ANNEXATION

WHEREAS, on October 20, 2021, representatives of 141 Annex Annexation (the “Owners”), filed a General Development Application (the “Petition”) to commence proceedings to annex to the City of Salida (the “City”) a certain unincorporated tract of land comprised of 2.06 acres (inclusive of public right-of-way) located at 7543 C.R. 141, 7547 C.R. 141 and 7551 C.R. 141, Salida, in the County of Chaffee, State of Colorado, and being more particularly described on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to C.R.S. §31-12-108, the City Council by Resolution No. 02, Series of 2022 specified that the City Council would hold a hearing on the proposed annexation at its regular meeting on March 1, 2022, commencing at the hour of 6 p.m. in the City Council Chambers, 448 East First Street, Salida, Colorado; and

WHEREAS, pursuant to C.R.S. §31-12-108 to -110, the City Council on March 1, 2022 held a duly-noticed public hearing to consider the proposed annexation; and

WHEREAS, notice of such hearing was published on January 21, 2022, January 28, 2022, February 4, 2022, and February 11, 2022 in *The Mountain Mail* newspaper; and

WHEREAS, C.R.S. §31-12-105(1)(e) provides that prior to the completion of any annexation within a three-mile area, the municipality shall have in place a plan for that area, which generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities and terminals for water, light, sanitation, transportation and power to be provided by the municipality and the proposed land uses for the area; and

WHEREAS, the City hereby sets forth its Findings of Fact, Determinations, and Conclusions with regard to annexation to the City of the 141 Annex Annexation; and

WHEREAS, the City currently has in place a Comprehensive Plan and other long-range planning documents which constitute the City's annexation plan.

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

1. The City incorporates the foregoing recitals as findings and determinations by the City Council.
2. The annexation to the City of the 141 Annex Annexation described on Exhibit A is hereby approved with the following conditions of approval, and such real property is hereby annexed to and made a part of the City of Salida.

3. Within ten (10) days after final publication of this Ordinance, the City Clerk of the City of Salida, Colorado, on behalf of the City shall:

- A. File one (1) copy of the Annexation Plat and the original of this Annexation Ordinance in the office of the City Clerk of the City of Salida, Colorado;
- B. File for recording three (3) certified copies of this Annexation Ordinance and three (3) copies of the Annexation Plat, containing a legal description of the annexation parcel, with the County Clerk and Recorder of Chaffee County, Colorado, with directions to the Chaffee County Clerk and Recorder to file one certified copy of this Annexation Ordinance and one copy of the Annexation Map with the Division of Local Government of the Department of Local Affairs of the State of Colorado and one certified copy of this Annexation Ordinance and one copy of the Annexation Map with the Colorado Department of Revenue; and
- C. File one certified copy of this Annexation Ordinance and one copy of the Annexation Map in the office of the County Assessor of Chaffee County, Colorado.

INTRODUCED ON FIRST READING, on February 15, 2022, ADOPTED and set for second reading and public hearing on the 1st day of March, 2022.

CITY OF SALIDA, COLORADO

Dan Shore, Mayor

[SEAL]

ATTEST:

City Clerk/Deputy Clerk

PUBLISHED IN FULL in the Mountain Mail after First Reading on the ____ day of _____, 2022, and BY TITLE ONLY, after final adoption on the ____ day of _____, 2022.

City Clerk/Deputy City Clerk

EXHIBIT A

The territory comprising 2.06 acres, more or less, (inclusive of public right-of-way), and being described as follows:

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

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

Thence north 01°12'40" East 124.48 feet to the Northwest corner of said lot 1;

Thence continuing North 01°12'40" East 57.0 feet to a point on the South boundary of Lot 7, Block 2, Shavano Vista Subdivision, being a point on the Northerly boundary of Chaffee County Road No. 141;

Thence South 88°47'30" East along said Northerly County Road boundary, 452.43 feet, more or less, to the present City of Salida corporation line as described in City of Salida Ordinance Number 1978-1 recorded January 27, 1978 in Book 414 at Pages 432 and 433 of the Chaffee County records;

Thence South 00°55'39" West along said present corporation line, 396.51 feet to a point on the Upchurch Annexation Boundary (Reception 472071), from whence a 5/8" rebar with a 1 1/2" aluminum cap stamped LS 16117 at the Southwest corner of Lot 4-A of the boundary line adjustment and replat of a portion of Cochetopa Estates per plat recorded at reception No. 309631 of said county records bears South 78°49'01" E 21.92 feet;

Thence North 78°49'01" West along said Upchurch Annexation Boundary, 37.54 feet to the Southeast corner of the tract of land described at Reception No. 389150 of said County records;

Thence North 01°09'12" East along the East boundary of said tract, 208.52 feet to a 5/8" rebar with a 1" aluminum cap stamped 1776 marking the Northeast corner thereof;

Thence North 88°47'30" West 1.95 feet to a 5/8" rebar with a 1 1/2" aluminum cap stamped 16117 at the SE corner of Lot 3 of said 141 Annex Subdivision;

Thence continuing North 88°47'30" West along the South boundary of said 141 Annex Subdivision, 415.26 feet to the point of beginning.

Also known by the following addresses:

7543 County Road 141, Salida, CO 81201

And assessor's schedule or parcel number: 368131300073

7547 County Road 141, Salida, CO 81201

And assessor's schedule or parcel number: 368131300072

7551 County Road 141, Salida, CO 81201

And assessor's schedule or parcel number: 368131300071



ANNEX APPLICATION GENERAL DEVELOPMENT APPLICATION

Item 12.

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

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

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

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

A. Applicant Information

Name of Applicant: Wendell Winger / Dan Clegg / Jeff Kriebel

Mailing Address: ~~7551 CTY RD~~ See Annexation Petition

Telephone Number: _____ FAX: _____

Email Address: See Annexation Petition

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

B. Site Data

Name of Development: Winger / Clegg / Kriebel Annexation

Street Address: 7551 CTY RD 141 7547 CTY RD 141 7543 CTY RD 1
SALIDA, CO 81201

Legal Description: Lot See Annexation Plat Block _____ Subdivision _____ (attach description)

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

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

Signature of applicant/agent: Wendell D. Winger Date: July 4, 2021

Signature of property owner: Thomas Daniel Clegg Date: 9/20/2021

Jeff Kriebel Date: 9/20/2021

AM
Three
Sign



ANNEXATION APPLICATION

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

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

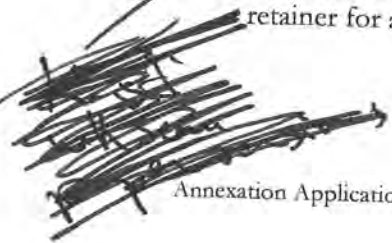
A. Development Process

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

2. APPLICATION CONTENTS (City Code Section 16-9-40) – Ten (10) copies of application materials

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

See
Worksheet
Paper



7. Public Notice.

- a) A list shall be submitted by the applicant to the city of adjoining property owners' names and addresses. A property owner is considered adjoining if it is within 175 feet of the subject property regardless of public ways. The list shall be created using the current Chaffee County tax records.
- b) Postage Paid Envelopes. Each name on the list shall be written on a postage-paid envelope. Postage is required for up to one ounce. Return Address shall be: City of Salida, 448 E. First Street, Suite 112, Salida, CO 81201.
- c) Applicant is responsible for posting the property and submittal of notarized affidavits, for proof of posting the public notice.

8. Petition for Exclusion from the South Arkansas Fire Protection District

9. Special Fee and Cost Reimbursement Agreement completed

Don

Need to post on all properties.

City will sign provide we must post

ANNEXATION PETITION

TO THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, GREETINGS:

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

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

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

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

EXHIBIT A

The territory comprising 2.06 acres, more or less, (inclusive of public right-of-way), and being described as follows:

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

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

Thence north 01°12'40" East 124.48 feet to the Northwest corner of said lot 1;

Thence continuing North 01°12'40" East 57.0 feet to a point on the South boundary of Lot 7, Block 2, Shavano Vista Subdivision, being a point on the Northerly boundary of Chaffee County Road No. 141;

Thence South 88°47'30" East along said Northerly County Road boundary, 452.43 feet, more or less, to the present City of Salida corporation line as described in City of Salida Ordinance Number 1978-1 recorded January 27, 1978 in Book 414 at Pages 432 and 433 of the Chaffee County records;

Thence South 00°55'39" West along said present corporation line, 396.51 feet to a point on the Upchurch Annexation Boundary (Reception 472071), from whence a 5/8" rebar with a 1 1/2" aluminum cap stamped LS 16117 at the Southwest corner of Lot 4-A of the boundary line adjustment and replat of a portion of Cochetopa Estates per plat recorded at reception No. 309631 of said county records bears South 78°49'01" E 21.92 feet;

Thence North 78°49'01" West along said Upchurch Annexation Boundary, 37.54 feet to the Southeast corner of the tract of land described at Reception No. 389150 of said County records;

Thence North 01°09'12" East along the East boundary of said tract, 208.52 feet to a 5/8" rebar with a 1" aluminum cap stamped 1776 marking the Northeast corner thereof;

Thence North 88°47'30" West 1.95 feet to a 5/8" rebar with a 1 1/2" aluminum cap stamped 16117 at the SE corner of Lot 3 of said 141 Annex Subdivision;

Thence continuing North 88°47'30" West along the South boundary of said 141 Annex Subdivision, 415.26 feet to the point of beginning.

Also known by the following addresses:

7543 County Road 141, Salida, CO 81201

And assessor's schedule or parcel number: 368131300073

7547 County Road 141, Salida, CO 81201

And assessor's schedule or parcel number: 368131300072

7551 County Road 141, Salida, CO 81201

And assessor's schedule or parcel number: 368131300071

July 4, 2021

~~City of Salida~~

~~Special Fee and Cost Reimbursement Agreement~~

Additional Page specifying names and addresses of applicants:

Wendell D. Winger

7551 County Road 141

Salida, CO 81201

Dan Clegg

7547 County Road 141

Salida, CO 81201

Jeff Kriebel

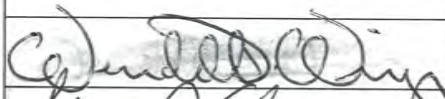
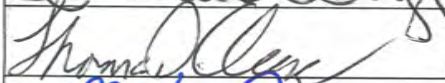
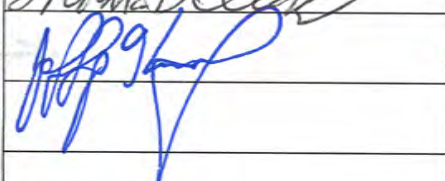
7543 County Road 141

Salida, C) 81201

ANNEXATION PETITION

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

Date →
Ref →

Signature of Petitioners Requesting Annexation to the City of Salida, Colorado	Date of Signature of Each Petitioner	Mailing Address of each Petitioner + e-mail	Description of Property Included the Area Proposed for Annexation Owned by Each person Signing this Petition. (Attach separate sheet, if necessary)
	July 9 2021	7551 CTY RD 141, Salida, CO	Lot 1 HI Annex Subdivision
	9-20-2021		Lot 2 "
	9/20/2021	7543 CTY RD 141, SALIDA, CO	Lot 3 "

CITY OF SALIDA REVIEW STANDARDS FOR ANNEXATION

- A. General Purposes.** It shall be the general purposes of the City in respect to annexation:
- 1. Consider Costs and Benefits.** To annex contiguous lands for positive reasons, equitable to the City and not as a matter of right to a petitioner or petitioners. In consideration of any annexation the short-term and long-term costs and benefits to the area proposed to be annexed and the short-term and long-term costs and benefits to the City shall be weighed.
 - 2. Agreements.** Simultaneous with any ordinance approving the annexation of property into the city boundaries, the owner of the annexed property shall, if requested, enter an annexation agreement upon terms and conditions approved by the City Council, which annexation agreement shall detail a number issues, including but not limited to the subjects described below:
 - a. To require, as a condition of annexation of vacant lands, the dedication of lands for public sites within the land area of the territory being annexed. The location of the lands to be dedicated shall be designated by the City after conferring with any other public agency which might have an interest in such sites.
 - 3. Providing Public Facilities and Services.** Ensuring that adequate water supply, sewage disposal, storm drainage, solid waste disposal, electrical, road, park/recreation and trail and public safety facilities and services are provided. The annexor shall be required to provide evidence of the financial capability of the annexor to complete public and other improvements, including adequate guaranties and security.
 - 4. Provide for Orderly Development of the City.** To provide for the efficient, well-ordered and safe development of the City of Salida and to accommodate a variety of desirable residential, commercial, industrial and public land uses in an appropriate, efficient and attractive development pattern.
 - 5. Implement Comprehensive Plan.** To consider land for annexation that conforms with the purposes of the Comprehensive Plan. The annexor shall include a development plan for the property, which at a minimum shall demonstrate that the proposed development of the property is in general conformance with the Comprehensive Plan.
 - 6. Housing for the Community.**
To promote the construction of housing that is affordable to the community's workforce; retain opportunities for people that work in the City to also live in the City; maintain a balanced community that provides housing for people of all income levels; and ensure that housing options continue to be available for very low-income, low-income, moderate, middle-income residents, special needs populations, and a significant proportion of those who work or live in the City. All subsequent development at this property is required to include at least twelve and one-half (12.5) percent of the total number of residential dwelling units as affordable dwelling units, subject to the standards of Section 16-13-20 and other requirements of Article XIII – Inclusionary Housing of the Salida Municipal Code.

PETITION FOR EXCLUSION OF THE PROPERTY FROM THE SOUTH ARKANSAS FIRE PROTECTION DISTRICT

As an owner of property currently located in unincorporated Chaffee County, fire protection services are provided by the South Arkansas Fire Protection District (SAFPD). These services are supported by a tax, specifically for the SAFPD, on your tax bill. Once a property is annexed into the City of Salida, fire protection services will be provided by the City.

If a property owner annexes into the City and does not petition the SAFPD for exclusion from the district, the property owner(s) will continue to pay real property taxes to South Arkansas Fire Protection District. In essence, being taxed by both the SAFPD and the City for fire protection service.

It is the responsibility of the property owner to exclude land from the special taxing district during the annexation process. The information on the following page should be submitted to the SAFPD if you would like to have your property removed from their taxing district.

Mail the petition to the attorney for the South Arkansas Fire Protection District:

Michael Luedtke
Hoskin Farina & Kampf, P.C.
P.O. Box 40
Grand Junction, CO 81502
(970) 986-3400
FAX: (970) 986-3401

~~We don't do anything!~~
o See example
o K... with e-mail
blank even

Item 4. Annexation Application Contents

This application meets the requirement of the Pre-Annexation Agreement --CITY OF SALIDA, COLORADO, RESOLUTION NO. 52 (Series of 2018). Comporting with the city's review standards is discussed in the Pre-Annexation Agreement. City water and sewer facilities are installed in the right of way on Count Road 141 in front of the property proposed for annexation. The applicant proposes that the annexation be zoned R-2 in accordance with the city's comprehensive plan and consistent with the existing development of surrounding properties.

141 ANNEX ANNEXATION

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

LOT 7, BLOCK 2
SHAVANO VISTA SUBDIVISION

LOT 17

141 ANNEX ANNEXATION TO THE CITY OF SALIDA CERTIFICATION:

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

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

WHEREAS, AFTER PUBLISHED NOTICE AND PUBLIC HEARING ON _____, 202____, AS REQUIRED BY SECTION 31-12-108, C.R.S., THE CITY COUNCIL ADOPTED RESOLUTION NUMBER _____ (SERIES OF 202____), DETERMINING THAT THE ANNEXATION SATISFIED THE REQUIREMENTS OF SECTION 31-12-104 AND 105, C.R.S., AND THAT AN ANNEXATION ELECTION WAS NOT REQUIRED; AND

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

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO DOES HEREBY APPROVE AND ACCEPT THE 141 ANNEX ANNEXATION DESCRIBED HEREIN; TO WIT, THE TERRITORY COMPRISING 2.06 ACRES, MORE OR LESS, (INCLUDING PUBLIC RIGHT-OF-WAY), AND BEING DESCRIBED AS FOLLOWS:

LOTS 1, 2 AND 3, 141 ANNEX MINOR SUBDIVISION LOCATED IN THE SE 1/4 SW 1/4 OF SECTION 31, TOWNSHIP 50 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO, TOGETHER WITH A PORTION OF CHAFFEE COUNTY ROAD 141 LYING ADJACENT TO SAID LOTS, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF 141 ANNEX MINOR SUBDIVISION PER PLAT FILED UNDER RECEPTION NO. 447958, CHAFFEE COUNTY, COLORADO; THENCE NORTH 01°12'40" EAST 124.48 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE CONTINUING NORTH 01°12'40" EAST 57.0 FEET TO A POINT ON THE SOUTH BOUNDARY OF LOT 1, BLOCK 2, SHAVANO VISTA SUBDIVISION, BEING A POINT ON THE NORTHERLY BOUNDARY OF CHAFFEE COUNTY ROAD NO. 141; THENCE SOUTH 88°47'30" EAST ALONG SAID NORTHERLY COUNTY ROAD BOUNDARY, 452.43 FEET, MORE OR LESS, TO THE PRESENT CITY OF SALIDA CORPORATION LINE AS DESCRIBED IN CITY OF SALIDA ORDINANCE NUMBER 1978-1 RECORDED JANUARY 27, 1978 IN BOOK 414 AT PAGES 432 AND 433 OF THE CHAFFEE COUNTY RECORDS; THENCE SOUTH 00°55'39" WEST ALONG SAID PRESENT CORPORATION LINE, 396.51 FEET TO A POINT ON THE UPCHURCH ANNEXATION BOUNDARY (RECEPTION NO. 472071), FROM WHENCE A 5/8" REBAR WITH A 1 1/2" ALUMINUM CAP STAMPED LS 16117 AT THE SOUTHWEST CORNER OF LOT 4-A OF THE BOUNDARY LINE ADJUSTMENT AND REPLAT OF A PORTION OF COCHETOPA ESTATES PER PLAT RECORDED AT RECEPTION NO. 304951 OF SAID COUNTY RECORDS BEARS SOUTH 18°44'01" EAST 214.2 FEET; THENCE NORTH 78°44'01" WEST ALONG SAID UPCHURCH ANNEXATION BOUNDARY, 371.54 FEET TO THE SOUTHEAST CORNER OF THE TRACT OF LAND DESCRIBED AT RECEPTION NO. 389150 OF SAID COUNTY RECORDS; THENCE NORTH 01°04'12" EAST ALONG THE EAST BOUNDARY OF SAID TRACT, 208.52 FEET TO A 5/8" REBAR WITH A 1" ALUMINUM CAP STAMPED 1776 MARKING THE NORTHEAST CORNER THEREOF; THENCE NORTH 88°47'30" WEST 1.45 FEET TO A 5/8" REBAR WITH A 1 1/2" ALUMINUM CAP STAMPED 16117 AT THE SE CORNER OF LOT 3 OF SAID 141 ANNEX SUBDIVISION; THENCE CONTINUING NORTH 88°47'30" WEST ALONG THE SOUTH BOUNDARY OF SAID 141 ANNEX SUBDIVISION, 415.26 FEET TO THE POINT OF BEGINNING.

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

CITY OF SALIDA APPROVAL:

APPROVED THIS _____ DAY OF _____, 202____.

BY: _____
MAYOR OF THE CITY OF SALIDA

ATTEST: _____
CITY CLERK

OWNERS:

LOT 1, 141 ANNEX MINOR SUBDIVISION
Mendell Winger
7551 County Road 141
Salida, CO 81201

LOT 2, 141 ANNEX MINOR SUBDIVISION
Thomas D. & Laura J. Clegg
8896 County Road 150
Salida, CO 81201

LOT 3, 141 ANNEX MINOR SUBDIVISION
Jeffrey and Stacia Kriebel
7543 County Road 141
Salida, CO 81201

OWNERS CERTIFICATE:

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

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

STATE OF COLORADO }
COUNTY OF CHAFFEE }

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

WITNESS MY HAND AND OFFICIAL SEAL
MY COMMISSION EXPIRES _____

NOTARY PUBLIC: _____
ADDRESS: _____

LAND SURVEYOR'S CERTIFICATE:

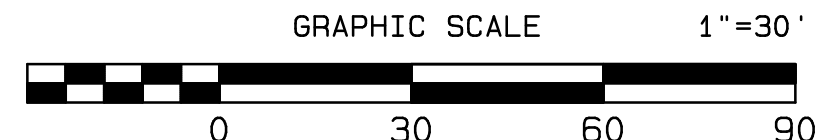
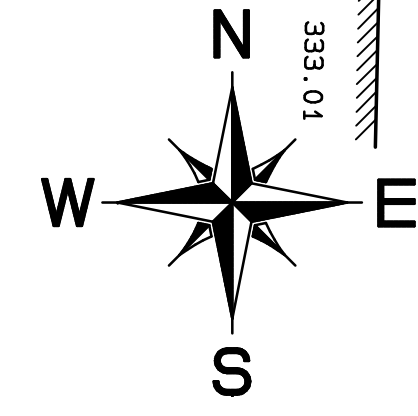
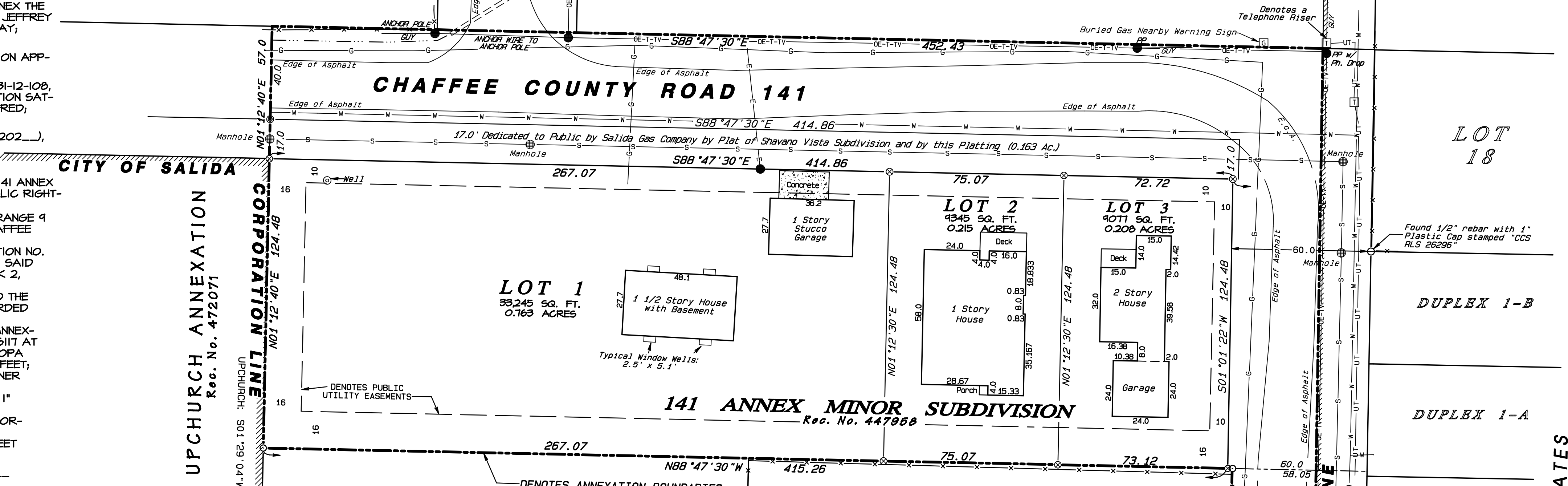
I, MICHAEL K. HENDERSON, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS PERFORMED UNDER MY DIRECT SUPERVISION AND THE MONUMENTS SHOWN HEREON WERE RECOVERED AS INDICATED, AND THIS PLAT ACCURATELY REPRESENTS THE RESULTS OF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

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

GENERAL LAND SURVEYOR'S NOTES:

- 1) ANNEXATION DESCRIPTION CONTAINED HEREON WAS PREPARED BY MICHAEL K. HENDERSON, 203 G STREET, SALIDA, CO, 81201
- 2) DEED LINES ARE BASED ON THE FILED PLAT OF 141 ANNEX MINOR SUBDIVISION AND ON THE LOCATIONS OF THE REBAR SURVEY MONUMENTS SHOWN AND DESCRIBED HEREON.
- 3) ROTATE BEARINGS FOUND IN ANNEXATION ORDINANCE DESCRIBED IN BOOK 414 AT PAGE 332 COUNTERCLOCKWISE 00°49'50" TO MATCH THE BASIS OF BEARINGS STATED HEREON.
- 4) ROTATE BEARING FOUND ON THE UPCHURCH ANNEXATION PLAT COUNTERCLOCKWISE 00°16'24" TO MATCH THE BASIS OF BEARINGS STATED HEREON.

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



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

- #### LEGEND:
- DENOTES A RECOVERED 5/8" REBAR WITH A 1" ALUMINUM CAP STAMPED '1776'
 - DENOTES A PREVIOUSLY RECOVERED 5/8" REBAR WITH A 1 3/4" STEEL DISC STAMPED '6753'
 - ⊕ DENOTES A 5/8"x24" REBAR WITH A 1 1/2" ALUMINUM CAP STAMPED LS 16117, PREVIOUSLY SET.
 - E— DENOTES AN OVERHEAD ELECTRIC POWER LINE.
 - T— DENOTES AN OVERHEAD TELEPHONE LINE.
 - TV— DENOTES AN OVERHEAD TELEVISION LINE.
 - S— DENOTES A CITY OF SALIDA SEWER LINE.
 - W— DENOTES A CITY OF SALIDA WATER LINE.
 - X— DENOTES A FENCE.
 - ||||| DENOTES CITY OF SALIDA CORPORATION LINE.

ANNEXATION BOUNDARY SUMMARY:

PERIMETER OF LAND TO BE ANNEXED 1693.64 feet
ADJOINING PRESENT CORPORATION LINE 558.53 feet
REQUIRED ADJOINING 1/6TH 282.28 feet

CITY OF SALIDA CLERK'S CERTIFICATE:

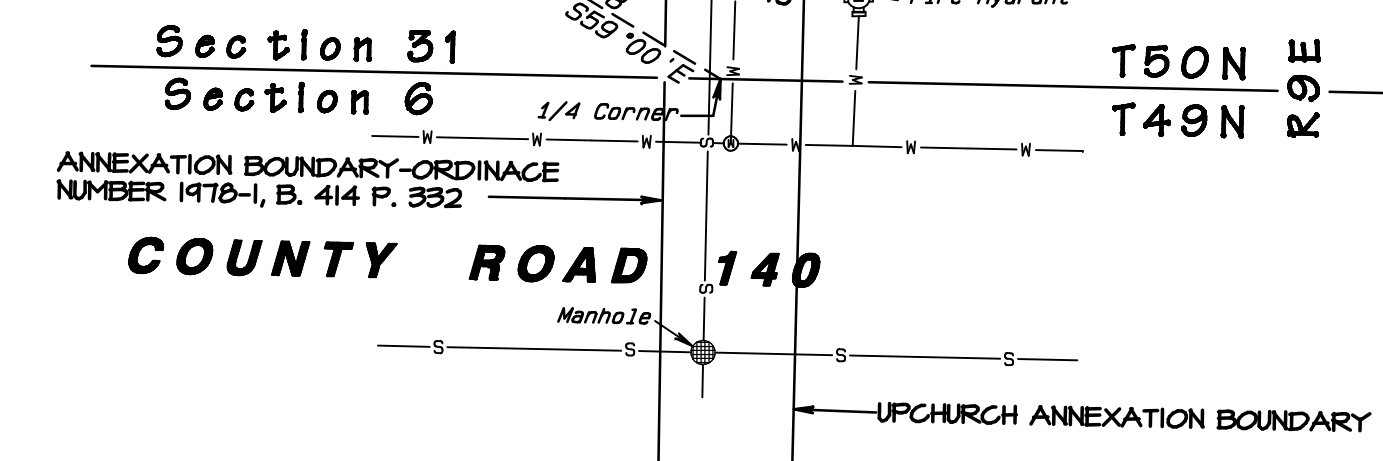
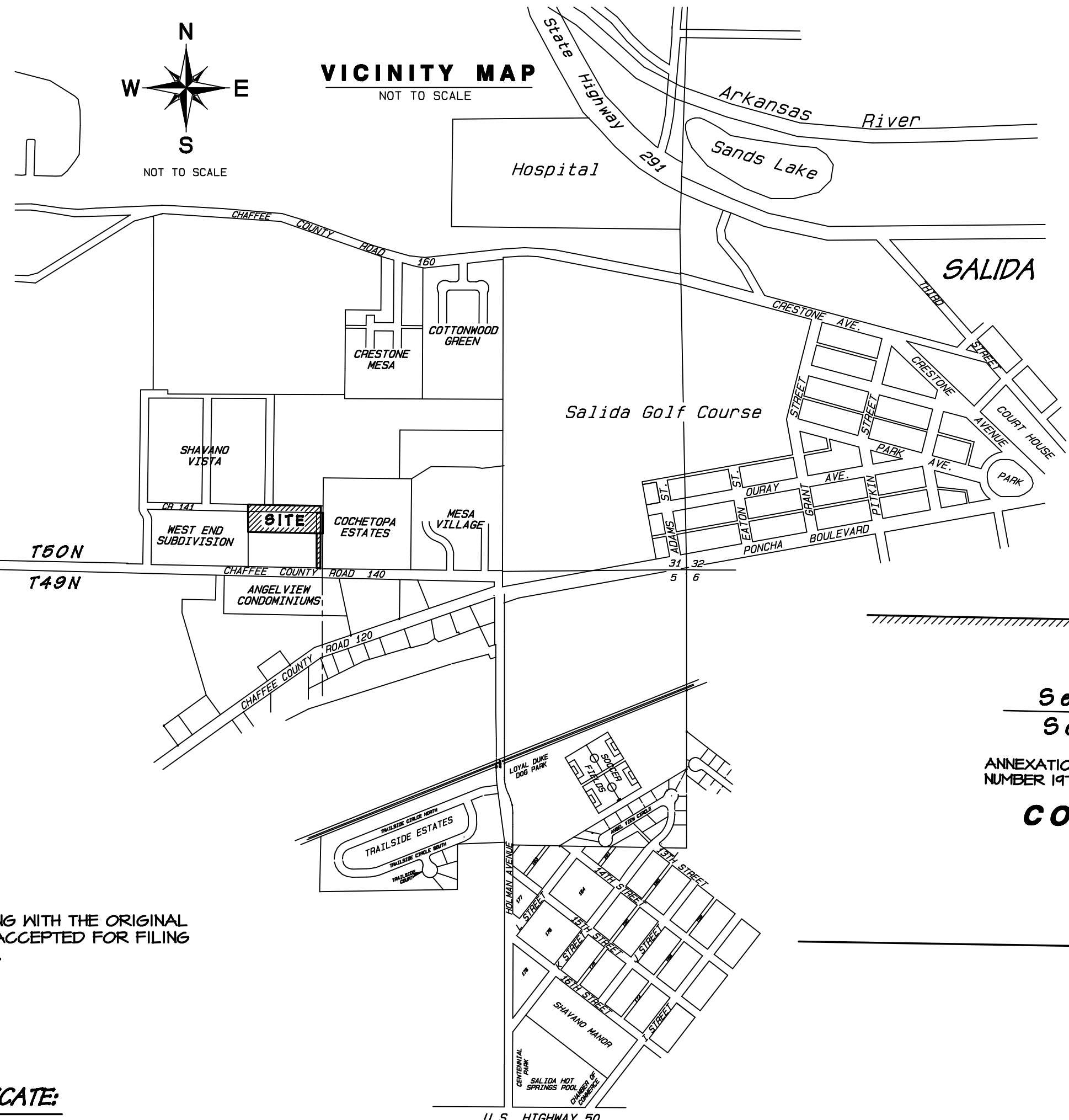
I HEREBY CERTIFY THAT THIS EXECUTED ANNEXATION MAP, ALONG WITH THE ORIGINAL ANNEXATION ORDINANCE FOR THE 141 ANNEX ANNEXATION TO THE CITY OF SALIDA, CHAFFEE COUNTY, COLORADO, WERE ACCEPTED AND FILED IN MY OFFICE ON THIS DAY OF _____, 20____, UNDER RECEPTION NUMBER(S) _____.

CITY CLERK _____

CHAFFEE COUNTY CLERK & RECORDER'S CERTIFICATE:

I HEREBY CERTIFY THAT A CERTIFIED COPY OF THIS ANNEXATION MAP AND A CERTIFIED COPY OF THE ANNEXATION ORDINANCE FOR THE 141 ANNEX ANNEXATION TO THE CITY OF SALIDA, CHAFFEE COUNTY, COLORADO, WERE ACCEPTED AND FILED IN MY OFFICE ON THIS DAY OF _____, 20____, UNDER RECEPTION NUMBER(S) _____.

CHAFFEE COUNTY CLERK AND RECORDER



Reception No. 999150

COCHETOPA ESTATES

141 ANNEX ANNEXATION In the SE 1/4 of the SW 1/4 of SECTION 31, T50N, R9E, N.M.P.M. CHAFFEE COUNTY, COLORADO	
Job Number: J-21-208 TPC FILE: J-18-130 M. K. H. DRAWN BY: TMO GAO B. S. H.	HENDERSON LAND SURVEYING CO., INC. 203 G STREET SALIDA, COLORADO
CHECKED: _____ FILED: _____ 12 & 16: 5125 Pages 43 & 44	DATE: 10/20/21 DRAWING NO: L-21-71

447915

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

Lori A Mitchell
Chaffee County Clerk

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

2. Costs. The City will provide said service subject to the rules, regulations, charges, fees, and ordinances of the City of Salida as are now in effect, or as they may hereafter be amended. All costs of extending services to the Property shall be borne by the Owner including, but not limited to, main and service line extensions within the right-of-way of County Road 141 for the length of the property, approximately 477 feet and terminate the sewer at a manhole and water with a fire hydrant per city standards. At or prior to the first delivery of municipal service pursuant to this Agreement, the Owner agrees to pay all system improvement fees at the then applicable in-City rate as provided in the Salida Municipal Code.

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

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

5. New Development. Owner agrees that during the term of this Agreement all new development or construction on the Property shall be in accordance with the requirements of the Salida Municipal Code.

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

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

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

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

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

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

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

10. Failure or Refusal to Annex. In the event the Owner fails to annex their Property to the City as required by this Agreement, the City may, at its sole option and without otherwise limiting its legal rights, bring an action at law or equity, including an action for specific performance, to enforce the terms of this Agreement or treat this Agreement as a petition for annexation and annex the Property without consent after thirty (30) days' written notice to Owner. The rights and remedies under this paragraph shall be cumulative. To the extent permitted by law, the Owner hereby appoints the City Clerk as their attorney-in-fact to execute and deliver all documents necessary to annex Owner's Property to the City, should the Owner fail or refuse to annex as required under this Agreement. If the City proceeds to annex the Owner's Property as permitted under this paragraph, it may advance all fees and costs related to the annexation, and shall be entitled to recover the same as a personal obligation of the Owner. Such fees and costs shall also constitute a lien against the Owner's Property, which may be foreclosed as provided by law.

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

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

13. Recording Fees. The City shall record this Agreement upon execution. The Owner shall simultaneously with the execution of this Agreement tender to the City the actual amount of recording fees (Checks shall be payable to the Chaffee County Clerk and Recorder).

447915

Item 12.

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

Lori A Mitchell
Chaffee County Clerk

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



CITY OF SALIDA, COLORADO

By [Signature]
P.T. Wood, Mayor

ATTEST:

[Signature]
Lynda Travis
City Clerk/Deputy City Clerk

OWNERS:

[Signature]
Bradley J. Love

[Signature]
Sandra L. Love

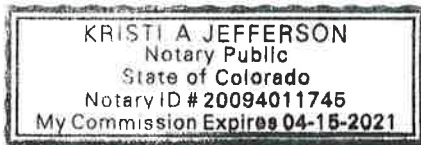
STATE OF Colorado)
) ss.
COUNTY OF Chaffee)

Acknowledged, subscribed, and sworn to before me this 21st day of December, 2018, by Bradley J. Love and Sandra L. Love.

WITNESS my hand and official seal.

My Commission expires: April 15, 2021

[Signature]
Kristi A. Jefferson
Notary Public



447915

Item 12.

447915
7 of 8

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

Lori A Mitchell
Chaffee County Clerk

EXHIBIT A

CITY OF SALIDA
ATTN: GLEN VAN NIMWEGAN AICP
448 E 1ST STREET STE 112
SALIDA, CO 81201

Item 12.

8-48.00
Glen Van Nimwegan, AICP
448 E 1st St. Ste #112,
Salida, Co. 81201

RECEIVED
JAN 07 2019



CITY COUNCIL ACTION FORM

DEPARTMENT Planning	PRESENTED BY Kristi Jefferson - Senior Planner	DATE February 15, 2022
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ITEM

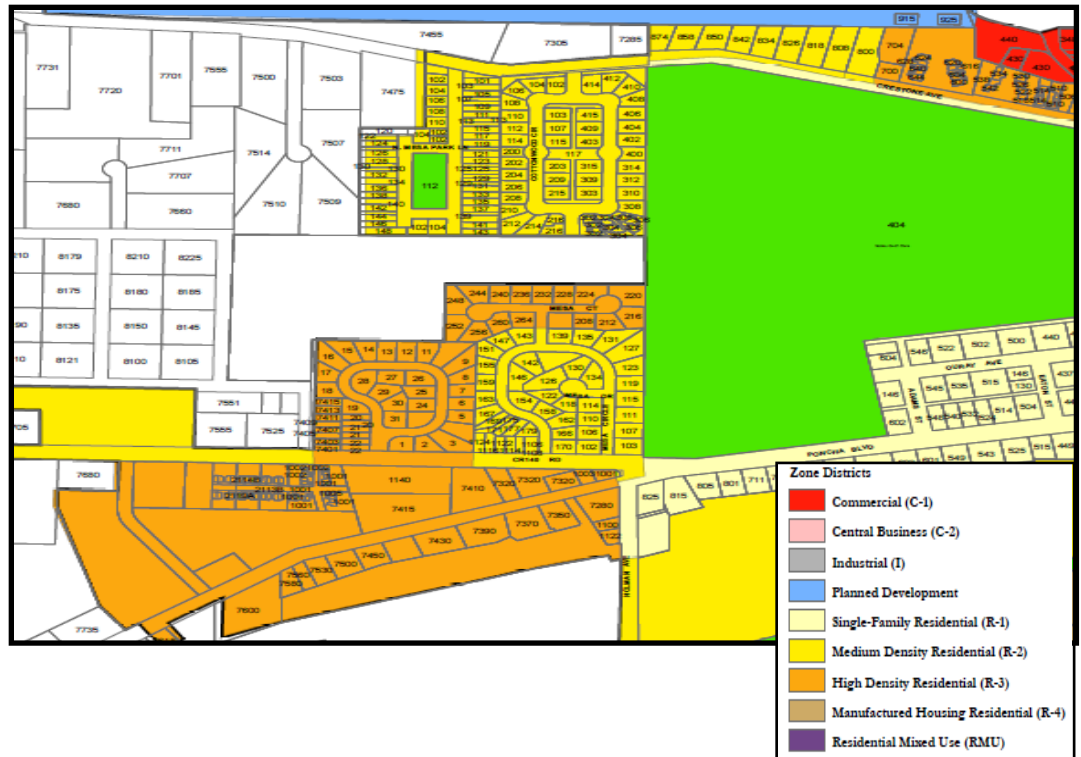
Ordinance 2022-03: First reading and setting a public hearing on proposed zoning of Medium Density Residential (R-2) for the 141 Annex Annexation.

BACKGROUND

The applicants submitted an application to zone the 141 Annex site located at 7543 C.R. 141, 7547 C.R. 141 and 7551 C.R. 141 as Medium Density Residential (R-2). The request was heard by the Planning Commission on December 14, 2021 and the Commission recommended approval of the request.

The applicants, Jeff Kriebel, Thomas Clegg and Wendell Winger submitted the complete application to annex and zone their properties on October 21, 2021.

SURROUNDING LAND USE AND ZONING: The site is currently zoned RES (Residential Zone District) in Chaffee County. The properties immediately to the north and south remain in Chaffee County and are also zoned RES. The properties to the east and west are within the city limits. The properties to the east are zoned High Density Residential (R-3) and the property to the west is the recently annexed Upchurch parcel that is zoned Medium Density Residential (R-2).





CITY COUNCIL ACTION FORM

DEPARTMENT Planning	PRESENTED BY Kristi Jefferson - Senior Planner	DATE February 15, 2022
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REVIEW STANDARDS FOR MAP AMENDMENTS (Section 16-4-210):

1. Consistent with Comprehensive Plan. The proposed amendment shall be consistent with the Comprehensive Plan.
 - The Comprehensive Plan includes the goals that new projects should complement the neighborhood’s mass and scale; be focused within the Municipal Services Area (MSA) and be developed at maximum densities to make the best use of available infrastructure.
 - The zoning of R-2 would be consistent with the zoning found in the adjacent Upchurch Annexation and would continue the regular pattern of zone district application.

2. Consistency with Purpose of Zone District. The proposed amendment shall be consistent with the purpose of the zone district to which the property is to be designated.
 - Per the land use code, the purpose of the Medium-Density Residential (R-2) zone district is: “to provide for residential neighborhoods comprised of detached single-family dwellings, duplex dwellings, and multi-family residences on smaller lots than are permitted in the Single-Family Residential (R-1) zone district, allowing for slightly greater overall densities.”
 - The parcels being annexed are developed with single-family residences on each lot. Staff supports the request to zone the subject property as Medium-Density Residential (R-2).

3. Compatibility with Surrounding Zone Districts and Uses. The development permitted by the proposed amendment shall be compatible with surrounding zone districts, land uses and neighborhood character.
 - The zoning classification of Medium Density (R-2) is consistent and compatible with the zoning of the adjoining Upchurch property which is also at the edge of the MSA.

4. Changed Conditions or Errors. The applicant shall demonstrate that conditions affecting the subject parcel or the surrounding neighborhood have changed, or that due to incorrect assumptions or conclusions about the property, one (1) or more errors in the boundaries shown on the Official Zoning Map have occurred.



CITY COUNCIL ACTION FORM

DEPARTMENT Planning	PRESENTED BY Kristi Jefferson - Senior Planner	DATE February 15, 2022
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- The proposed zoning is occurring because of the requirement to zone the property when annexed into the City in accordance with Section 16-4-50 of the Land Use and Development Code.

PLANNING COMMISSION RECOMMENDATION

A public hearing with the Planning Commission was held December 14, 2021 and the Commission recommended Council approve the proposed zoning of the site as Medium-Density Residential (R-2).

STAFF RECOMMENDATION

Staff recommends approval of the proposed zoning of the 141 Annex Annexation site as Medium Density Residential (R-2).

SUGGESTED MOTION

A council person should make the motion to “approve Ordinance 2022-03 on first reading and set the second reading and public hearing for March 1, 2022.”

Attachment: Ordinance 2022-03
Application materials

**CITY OF SALIDA, COLORADO
ORDINANCE NO. 03
SERIES OF 2022**

AN ORDINANCE OF THE CITY OF SALIDA, COLORADO, ZONING CERTAIN REAL PROPERTY KNOWN AS THE 141 ANNEX ANNEXATION AS MEDIUM DENSITY RESIDENTIAL (R-2) ZONE DISTRICT

WHEREAS, on October 20, 2021, representatives of 141 Annex Annexation (the “Owners”), filed a General Development Application (the “Petition”) to commence proceedings to annex to the City of Salida (the “City”) a certain unincorporated tract of land comprised of 2.06 acres (inclusive of public right-of-way) located at 7543 C.R. 141, 7547 C.R. 141 and 7551 C.R. 141, Salida, in the County of Chaffee, State of Colorado, and being more particularly described on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, by Ordinance No., Series of 2022 the City of Salida annexed the 141 Annex Annexation to the City; and; and

WHEREAS, Petitioner has filed an application to zone the Property within the Medium Density Residential (R-2) zone district, and on December 14, 2021 the City of Salida Planning Commission considered the zoning application for the Property and recommended that the City Council zone it as Medium Density Residential (R-2); and

WHEREAS, as required by the Salida Municipal Code, the public hearing on the zoning application for the 141 Annex Annexation was held on March 1, 2022 at a regularly scheduled meeting of the Salida City Council.

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

1. The aforementioned recitals are hereby fully incorporated herein.
2. The Property described on Exhibit A is hereby zoned Medium Density Residential.
3. Promptly following adoption of this Ordinance, the City Administrator shall cause the terms of this Ordinance to be incorporated into the Official Zoning Map of the City pursuant to Section 16-4-210 of the Salida Municipal Code. The signed original copy of the Zoning Map shall be filed with the City Clerk. The Clerk shall also record a certified copy of this Ordinance with the Chaffee County Clerk and Recorder. The City staff is further directed to comply with all provisions of the Salida Land Use Regulations, SMC §16-1-10, et seq., to implement the provisions of this Ordinance.

INTRODUCED ON FIRST READING, on February 15, 2022, ADOPTED and set for second reading and public hearing on the 1st day of March, 2022.

CITY OF SALIDA, COLORADO

Dan Shore, Mayor

[SEAL]

ATTEST:

City Clerk/Deputy Clerk

PUBLISHED IN FULL in the Mountain Mail after First Reading on the ____ day of _____, 2022, and BY TITLE ONLY, after final adoption on the ____ day of _____, 2022.

City Clerk/Deputy City Clerk

EXHIBIT A

The territory comprising 2.06 acres, more or less, (inclusive of public right-of-way), and being described as follows:

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

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

Thence north 01°12'40" East 124.48 feet to the Northwest corner of said lot 1;

Thence continuing North 01°12'40" East 57.0 feet to a point on the South boundary of Lot 7, Block 2, Shavano Vista Subdivision, being a point on the Northerly boundary of Chaffee County Road No. 141;

Thence South 88°47'30" East along said Northerly County Road boundary, 452.43 feet, more or less, to the present City of Salida corporation line as described in City of Salida Ordinance Number 1978-1 recorded January 27, 1978 in Book 414 at Pages 432 and 433 of the Chaffee County records;

Thence South 00°55'39" West along said present corporation line, 396.51 feet to a point on the Upchurch Annexation Boundary (Reception 472071), from whence a 5/8" rebar with a 1 1/2" aluminum cap stamped LS 16117 at the Southwest corner of Lot 4-A of the boundary line adjustment and replat of a portion of Cochetopa Estates per plat recorded at reception No. 309631 of said county records bears South 78°49'01" E 21.92 feet;

Thence North 78°49'01" West along said Upchurch Annexation Boundary, 37.54 feet to the Southeast corner of the tract of land described at Reception No. 389150 of said County records;

Thence North 01°09'12" East along the East boundary of said tract, 208.52 feet to a 5/8" rebar with a 1" aluminum cap stamped 1776 marking the Northeast corner thereof;

Thence North 88°47'30" West 1.95 feet to a 5/8" rebar with a 1 1/2" aluminum cap stamped 16117 at the SE corner of Lot 3 of said 141 Annex Subdivision;

Thence continuing North 88°47'30" West along the South boundary of said 141 Annex Subdivision, 415.26 feet to the point of beginning.

Also known by the following addresses:

7543 County Road 141, Salida, CO 81201

And assessor's schedule or parcel number: 368131300073

7547 County Road 141, Salida, CO 81201

And assessor's schedule or parcel number: 368131300072

7551 County Road 141, Salida, CO 81201

And assessor's schedule or parcel number: 368131300071



GENERAL DEVELOPMENT APPLICATION

Item 13.

448 East First Street, Suite 112

Salida, CO 81201

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

Email: planning@cityofsalida.com

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

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

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

A. Applicant Information

Name of Applicant: Wendell Winger / Dan Clegg / Jeff Kriebel

Mailing Address: See Annexation Petition

Telephone Number: _____ FAX: _____

Email Address: See Annexation Petition

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

B. Site Data

Name of Development: Winger / Clegg / Kriebel Annexation
7551 CTY RD 141 7547 CTY RD 141 7543 CTY RD 141

Street Address: SALIDA, CO 81201

Legal Description: Lot See Annexation Plat Block _____ Subdivision _____ (attach description)

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

All three signs

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

Signature of applicant/agent Wendell Winger Date SEP 20, 2021

Signature of property owner Thomas Daniel Clegg Date 9-20-2021

Jeff Kriebel 9/20/2021



LIMITED IMPACT & MAJOR IMPACT SUBMITTAL REQUIREMENTS

Item 13.

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

An application is meant to highlight the requirements and procedures of the Land Use Code. With any development application, it is the responsibility of the applicant to read, understand, and follow all of the provisions of the Land Use Code.

1. PROCEDURE (Section 16-3-80)

A. Development Process (City Code Section 16-3-50) Any application for approval of a development permit shall include a written list of information which shall constitute the applicant's development plan, which shall be that information necessary to determine whether the proposed development complies with this Code. The development plan shall include the following, as further specified for each level of review on the pre-application checklist:

- 1. Pre-Application Conference (Limited Impact and Major Impact Review Applications)
2. Submit Application
4. Staff Review. Staff report or decision forwarded to the applicant (Administrative review)
5. Public Notice
6. Public Hearing with Planning Commission (Limited Impact and Major Impact Review Applications)
7. Public Notice
8. Hearing Conducted by City Council (Major Impact Review)

B. Application Contents (City Code Section 16-3-50)

- 1. A General Development Agreement completed.
2. A copy of a current survey or the duly approved and recorded subdivision plat covering the subject lots where the proposal is for development on previously subdivided or platted lots;
3. A brief written description of the proposed development signed by the applicant;
4. Special Fee and Cost Reimbursement Agreement completed.
5. Public Notice.
a) List. A list shall be submitted by the applicant to the city of adjoining property owners' names and addresses.
b) Postage Paid Envelopes. Each name on the list shall be written on a postage-paid envelope.
c) Applicant is responsible for posting the property and submittal of notarized affidavits for proof of posting the public notice.
6. Applications for Limited Impact Review must submit six (6) copies of application materials and applications for Major Impact Review must submit twelve (12) copies of application materials.

Handwritten scribble

Handwritten notes: (See Also Juntas)

Handwritten note: - use language in your 'warranty' paper

7. Developments involving construction shall provide the following information:

(i) A development plan map, at a scale of one (1) inch equals fifty (50) feet or larger with title, date, north arrow and scale on a minimum sheet size of eight and one-half (8½) inches by eleven (11) inches, which depicts the area within the boundaries of the subject lot, including:

- a. The locations of existing and proposed land uses, the number of dwelling units and the square footage of building space devoted to each use;
- b. The location and dimensions, including building heights, of all existing and proposed Buildings or structures and setbacks from lot lines or building envelopes where exact dimensions are not available;
- c. Parking spaces;
- d. Utility distribution systems, utility lines, and utility easements;
- e. Drainage improvements and drainage easements;
- f. Roads, alleys, curbs, curb cuts and other access improvements;
- g. Any other improvements;
- h. Any proposed reservations or dedications of public right-of-way, easements or other public lands, and
- i. Existing topography and any proposed changes in topography, using five-foot contour intervals or ten-foot contour intervals in rugged topography.

(ii) 24" x 36" paper prints certified by a licensed engineer and drawn to meet City specifications to depict the following:

- a. Utility plans for water, sanitary sewer, storm sewer, electric, gas and telephone lines;
- b. Plans and profiles for sanitary and storm sewers; and
- c. Profiles for municipal water lines; and
- d. Street plans and profiles.

(iii) Developments in the major impact review procedure shall provide a development plan map on paper prints of twenty-four (24) inches by thirty-six (36) inches, with north arrow and scale, and with title and date in lower right corner, at a scale of one (1) inch equals fifty (50) feet or larger which depicts the area within the boundaries of the subject lots and including those items in Section 16-3-40(a)(3).

8. Any request for zoning action, including review criteria for a requested conditional use (Sec. 16-4-19 zoning variance (Sec. 16-4-180); Item 13.

9. Any subdivision request including a plat meeting the requirements of Section 16-6-110;

10. Any other information which the Administrator determines is necessary to determine whether the proposed development complies with this Code, including but not limited to the following:

(i) A tabular summary of the development proposal, which identifies the total proposed development area in acres, with a breakdown of the percentages and amounts devoted to specific land uses; total number and type of proposed residential units; total number of square feet of proposed nonresidential space; number of proposed lots; and sufficient information to demonstrate that the plat conforms with all applicable dimensional standards and off-street parking requirements.

(ii) A description of those soil characteristics of the site which would have a significant influence on the proposed use of the land, with supporting soil maps, soil logs and classifications sufficient to enable evaluation of soil suitability for development purposes. Data furnished by the USDA Natural Resource Conservation Service or a licensed engineer shall be used. The data shall include the shrink/swell potential of the soils, the groundwater levels and the resulting foundation requirements. Additional data may be required by the City if deemed to be warranted due to unusual site conditions.

(iii) A report on the geologic characteristics of the area, including any potential natural or man-made hazards which would have a significant influence on the proposed use of the land, including but not limited to hazards from steep or unstable slopes, rockfall, faults, ground subsidence or radiation, a determination of what effect such factors would have, and proposed corrective or protective measures.

(iv) Engineering specifications for any improvements.

(v) A plan for erosion and sediment control, stabilization and revegetation.

(vi) A traffic analysis prepared by a qualified expert, including projections of traffic volumes to be generated by the development and traffic flow patterns, to determine the impacts of a proposed development on surrounding City streets and to evaluate the need for road improvements to be made.

(vii) A storm drainage analysis consisting of the following:

(a) A layout map (which may be combined with the topographic map) showing the method of moving storm sewer water through the subdivision shall be provided. The map shall also show runoff concentrations in acres of drainage area on each street entering each intersection. Flow arrows shall clearly show the complete runoff flow pattern at each intersection. The location, size and grades of culverts, drain inlets and storm drainage sewers shall be shown, as applicable.

(b) The applicant shall demonstrate the adequacy of drainage outlets by plan, cross-section and/or notes and explain how diverted stormwater will be handled after it leaves the subdivision. Details for ditches and culverts shall be submitted, as applicable.

(c) The projected quantity of stormwater entering the subdivision naturally from areas outside of subdivision and the quantities of flow at each pickup point shall be calculated.

(viii) Evidence of adequate water supply and sanitary sewer service - Data addressing population planned to occupy the proposed subdivision and future development phases and other developments that may need to be served by extensions of the proposed water supply and sewage disposal systems. The resulting domestic, irrigation and fire flow demands shall be expressed in terms of gallons of water needed on an average day and at peak time, and the resulting amounts of sewage to be treated shall be expressed in gallons per day.

(ix) An analysis shall be submitted addressing how water for domestic use and for fire flows is to be provided, along with the collection and treatment of sewage generated by the property to be subdivided.

(x) A statement shall be submitted addressing the quantity, quality and availability of any water that is attached to the land.

(xi) A preliminary estimate of the cost of all required public improvements, tentative development schedule (with development phases identified), proposed or existing covenants and proposed maintenance and performance guarantees. The applicant shall submit, at least in summary or outline form, any agreements as may be required by Section 16-2-70, relating to improvements and dedications.

(xii) If intending to use solar design in the development, include a description of the steps that have been taken to protect and enhance the use of solar energy in the proposed subdivision. This shall include how the streets and lots have been laid out and how the buildings will be sited to enhance solar energy usage.

(xiii) If applicable, a report shall be submitted identifying the location of the one-hundred-year floodplain and the drainage ways near or affecting the property being subdivided. If any portion of a one-hundred-year floodplain is located on the property, the applicant shall also identify the floodway and floodway fringe area. The applicant shall also describe the steps that will be taken to ensure that development locating in the floodway fringe area is accomplished in a manner which meets Federal Insurance Administration standards.

(xiv) If applicable, a report shall be submitted on the location of wetlands, as defined by the U.S. Army Corp of Engineers, on or affecting the property being subdivided. The report shall outline the development techniques planned to ensure compliance with federal, state and local regulations.

(xv) A landscape plan, meeting the specifications of Section 16-8-90.

(xvi) If applicable, a description of how the proposal will comply with the standards of any of the overlays.

(xvii) A site plan for parks, trails and/or open space meeting the requirements of Section 16-6-110 below. If an alternate site dedication or fee in lieu of dedication is proposed, detailed information about the proposal shall be submitted.

(xviii) All development and subdivision naming shall be subject to approval by the City. No development or subdivision name shall be used which will duplicate or be confused with the name of any existing street or development in the City or the County;

11. An access permit from the Colorado Department of Transportation; and

3. **Use Appropriate and Compatible.** The use shall be appropriate to its proposed location and be compatible with the character of neighboring uses, or enhance the mixture of complementary uses and activities in the immediate vicinity.

Each lot has single family
uses compatible with the R22
zone district.

4. **Nuisance.** The operating characteristics of the use shall not create a nuisance and the impacts of the use on surrounding properties shall be minimized with respect to noise, odors, vibrations, glare, and similar conditions.

Existing uses do not create
nuisances.

5. **Facilities.** There shall be adequate public facilities in place to serve the proposed use, or the applicant shall propose necessary improvements to address service deficiencies which the use would cause.

See City of Solida, Colorado
Resolution No. 52 (Series 2018). City of
Solida water & sewer lines are installed
in the right-of-way in front of
the three subject properties.

6. **Environment.** The use shall not cause significant deterioration to water resources, wetlands, wildlife habitat, scenic characteristics, or other natural features. As applicable, the proposed use shall mitigate its adverse impacts on the environment.

No adverse environmental impacts with the existing uses.

Item 3. "Limited Impact & Major Impact Submittal Requirements"

This petition meets the requirement of the Pre-Annexation Agreement --CITY OF SALIDA, COLORADO, RESOLUTION NO. 52 (Series of 2018). Comporting with the city's review standards is discussed in the Pre-Annexation Agreement. City water and sewer facilities are installed in the right of way on Count Road 141 in front of the property proposed for annexation. The petitioner proposed that the annexation be zoned R-2 in accordance with the city's comprehensive plan and consistent with the existing development of surrounding properties.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
City Attorney	Nina P. Williams - City Attorney	February 15, 2022

ITEM

Ordinance No. 2022-04, Concerning Boards and Commissions, Clarifying the Appointment Procedure for Members of Boards and Commissions, Updating Certain Provisions to Conform with Current Practice, and Repealing Obsolete Provisions.

BACKGROUND

Boards, commissions, and the residents who comprise them provide essential support to City Council by recommending policies and administering various programs and powers, as directed by local ordinances. Salida has seven operational boards, each of which focuses on a different subject matter area and possesses a varying degree of advisory or decision-making authority.

In recent months, questions about the operation of these boards and commissions and the Salida Municipal Code (the "Code") provisions governing the same have been raised. For one, the Code's direction regarding the procedure City Council must follow to appoint or re-appoint members of boards and commissions is unclear. Separately, it was discovered that the accepted practices and procedures of certain boards and commissions do not conform with the ordinance establishing the same. Additionally, the provisions codifying the SteamPlant Commission, which has been formally disbanded and no longer meets, remain on the books in the Code.

In light of the foregoing concerns, staff prepared Ordinance No. 2022-04 to accomplish the following:

- Clarify that City Council must appoint or re-appoint all board and commission members (and alternates) upon the expiration of the member's term of office;
- Provide that the History Preservation Commission meets at least once quarterly (or more, if necessary), as opposed to once per month;
- Repeal all provisions relating to the SteamPlant Commission;
- To conform with current practice, clarify that the Parks, Recreation, Open Space, and Trails Advisory Board is composed of seven members, as opposed to five members with two alternates.
- To conform with the preference that there be five members of the Historic Preservation Commission, and no alternates.
 - Note that the alternate member appointed to the HPC on February 15, 2022 will serve their 3 year term, pursuant to the Code effective at the time of appointment. Upon the expiration of this 3 year term, or if the alternate member vacates their position before said expiration, there will be no more alternate members appointed to the HPC.
- To conform with current practice, specify the following powers and duties of the Public Art Commission:
 - Approve, approve with conditions, or deny public art projects, with any appeal of the same to be heard and decided by City Council;
 - Provide recommendations to City Council on various public art projects;
 - Manage and oversee public art projects approved by City Council in accordance with the City's adopted Public Art Policy;
 - Assist City Council in evaluating funding sources; and



CITY COUNCIL ACTION FORM

DEPARTMENT City Attorney	PRESENTED BY Nina P. Williams - City Attorney	DATE February 15, 2022
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- Serve as a link between City Council, staff, and the community with respect to public art projects.

FISCAL NOTE

There is no fiscal impact associated with Ordinance No. 2022-04.

STAFF RECOMMENDATION

Staff recommends approval of Ordinance No. 2022-04.

SUGGESTED MOTION

A City Councilmember should state, "I move to approve Ordinance 2022-04 on first reading, and schedule second reading and public hearing for March 1, 2022," followed by a second and a roll call vote.

CITY OF SALIDA, COLORADO
ORDINANCE NO. 04
(Series of 2022)

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO AMENDING CHAPTER 2 OF THE SALIDA MUNICIPAL CODE, CONCERNING BOARDS AND COMMISSIONS, TO CLARIFY THE APPOINTMENT PROCEDURE FOR MEMBERS OF BOARDS AND COMMISSIONS, TO UPDATE CERTAIN PROVISIONS TO CONFORM WITH CURRENT PRACTICE, AND TO REPEAL OBSOLETE PROVISIONS

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

WHEREAS, pursuant to C.R.S. § 31-15-101, *et seq.* the City, by and through its City Council, possesses the authority to establish boards and commissions and to appoint members to the same in order to effectively administer various programs, operations, and powers;

WHEREAS, under such authority, the City Council has created various boards and commissions and has adopted regulations related to the appointment of members to the same, codified within Chapter 2, Article VII of the Salida Municipal Code (the “Code”);

WHEREAS, current provisions related to the procedure City Council must follow to appoint members of boards and commissions are unclear;

WHEREAS, upon review, it was discovered that the accepted and preferred practices and procedures of certain boards and commissions do not conform with the ordinance establishing the same;

WHEREAS, the SteamPlant Commission, a commission created to oversee the development and operation of the SteamPlant Event Center, was formally disbanded and no longer meets but the provisions creating the SteamPlant Commission remain codified; and

WHEREAS, the City Council finds it desirable and appropriate, and in the best interest of the general health, safety, and welfare of its residents to amend Chapter 2 of the Code to clarify the appointment procedure for members of boards and commissions, to update provisions to conform with the accepted practices of certain boards and commissions, and to repeal obsolete provisions related to the SteamPlant Commission.

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

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

Section 2. Section 2-7-10 of the Code, concerning the appointment of board and commission members, is hereby amended to read as follows:

Sec. 2-7-10. - Appointment of board and commission members.

All board and commission members and alternates shall be appointed by a majority of the City Council. Upon the expiration of the term of office of a member or alternate, the City Council shall either appoint a successor to the position or reappoint the member or alternate. Except as may be otherwise expressly provided herein, all board and commission members and alternates shall be residents of the City, ~~appointed by a majority of the City Council.~~

Section 3. Section 2-11-20(f) of the Code, concerning membership, organization, terms of the Historic Preservation Commission, is hereby amended to read as follows:

Sec. 2-11-20. – Membership, organization, terms.

(a) The Historic Preservation Commission shall consist of five (5) regular members ~~and two (2) alternate members~~ who shall be appointed by the Mayor, the appointment of whom shall be confirmed by a majority of the City Council. The members shall serve staggered three-year terms. Members must be residents and qualified electors of the County. A member may continue to serve on the Historic Preservation Commission until his or her successor is appointed and assumes office, and a member may be reappointed to serve successive terms without limitation.

~~(b) Upon establishment of the Historic Preservation Commission as herein provided, three (3) members shall serve an initial term of three (3) years **and** two (2) members shall serve an initial term of two (2) years and two (2) alternates shall serve a term of three (3) years.~~

~~(c) Alternate members to the Historic Preservation Commission may attend any Historic Preservation Commission meeting and shall have the right to participate in any matter before the Historic Preservation Commission, but shall not have the right to vote except as otherwise provided herein. An alternate member of the Historic Preservation Commission may be designated to vote on any matter before the Historic Preservation Commission in which such alternate member has participated. Such designation to be made by the Chairperson of the Historic Preservation Commission. Such designation of an alternate member to vote may occur only on the absence or other nonparticipation by a regular member of the Historic Preservation 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.~~

~~(d) **(b)**~~ The City Council shall endeavor to maintain a balance of interests and skills on the Historic Preservation Commission and shall strive to appoint persons with experience, training and/or knowledge in architecture, architectural history, historic preservation, the State and/or local history, landscape architecture, archeology, land use planning, design or engineering, or experience in the building trades. Not less than two (2) members shall be experienced and/or possess expertise in one (1) or more of the fields listed above.

~~(e) **(c)**~~ Not less than three (3) members must be present at a regular or special meeting to transact business, and all questions coming before the Historic Preservation.

~~(f)~~ **(d)** The Historic Preservation Commission shall ~~regularly schedule one (1) meeting per month~~ **meet at least quarterly and at other times deemed necessary** and shall adopt such rules of procedure as it deems necessary to conduct business. The Historic Preservation Commission shall also elect a Chairperson and Vice Chairperson from among its members by majority vote. Each member so elected shall serve a term of one (1) year per Section 2-7-60 of this Code.

Section 4. Chapter 2, Article XIII of the Code, concerning the SteamPlant Commission, is hereby repealed in its entirety.

Section 5. Section 2-14-20(a) of the Code, concerning membership and organization of the Parks, Recreation, Open Space and Trails Advisory Board, is hereby amended to read as follows:

Sec. 2-14-20(a). – Membership, organization, terms.

(a) The Parks, Recreation, Open Space and Trails Advisory Board shall consist of seven (7) members, ~~including five (5) at large members appointed by the City Council, the Parks and Recreation Director, and the Public Works Director, and two (2) alternates appointed by the City Council.~~

...

Section 6. Chapter 2, Article XVI of the Code, concerning the Public Art Commission, is hereby amended to read as follows:

Sec. 2-16-20. - Purpose.

The Public Art ~~Task Force~~ **Commission** is created to provide recommendations on public art to the City Council ~~of the City of Salida.~~

Sec. 2-16-40. - Powers and duties.

~~(a) The Public Art Commission shall be created to oversee public art projects and make recommendations to the City Council.~~ **have the following powers and duties:**

(a) To approve, approve with conditions, or deny public art projects, with any appeal of the same to be heard and decided by the City Council;

(b) To provide recommendations to the City Council on the installation of public art projects in public spaces, public rights-of-way, and any other property owned or controlled by the City, including recommendations on the ongoing maintenance and safety of public art projects;

(c) To provide recommendations to the City Council on the installation of public art projects in conjunction with any land use or development decision to be authorized by the City;

(d) To review and make recommendations to the City Council on any artist-initiated public art project proposals;

(e) To oversee and manage public art projects approved by the City Council in accordance with the City's adopted Public Art Policy;

(f) To assist the City Council in evaluating funding sources for public art projects; and

(g) To serve as a link between the City Council, City staff, and the community with respect to public art projects.

Section 7. *Severability.* The provisions of this ordinance are severable and the invalidity of any section, phrase, clause, or portion of the ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the ordinance.

INTRODUCED ON FIRST READING on this 15th day of February, 2022, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation by the City Council on this 15th day of February, 2022, and set for second reading and public hearing on the 1st day of March, 2022.

INTRODUCED ON SECOND READING FINALLY ADOPTED and ORDERED PUBLISHED BY TITLE ONLY, by the City Council on this 1st day of March, 2022.

City of Salida

Mayor Dan Shore

ATTEST:

City Clerk/Deputy City Clerk



FEBRUARY 2022 STAFF REPORTS

Police Department –

- No report.
-

Finance Department –

- The 2022 budget document is now complete and posted online.
 - An arbitrage report, due every 5 years on the City's Series 2016 bonds is due at month's end and is being working on with Ehlers, Inc.
 - Preparation for the upcoming audit is underway.
 - Staff worked hard to bring payroll time sheets and records into compliance with the recently approved wage study.
 - Our small office continues to be short staffed due to medical and other issues, everyone has pulled together to keep the daily work moving on schedule.
-

Community Development –

- No report.
-

Recreation Department –

- No report.
-

Public Works –

- No report.
-

Arts & Culture –

- The exhibit from artist Bernice Strawn and her artist sister, Dorothy Herger, continued in the Paquette Gallery for the month.
- A variety programmed and rental events around film and music took place at the SteamPlant garnering a total in-person attendance of (232) attendees:
 - Art on Film Screening (Jan. 9)
 - Rok Skool's Snowfest Concert (Jan. 14) – The Creative District was a major sponsor of the event.

- Backcountry Film Festival (Jan. 22)
- Songs OnScreen Screening (Jan. 27)
- City Staff, volunteer members of the Space to Create team and the Artspace team conducted a site visit of the existing Fire Station and other creative businesses as well as (3) virtual focus groups and (1) Public Presentation for the Space to Create initiative. The survey built to accompany the Creative Space and Market Study launched on Jan. 19 and runs through March 2.
- The Public Art Commission (PAC) reconvened in January to discuss of the work done to date on the downtown skate park location with both the mayor and City Administrator. The discussion revealed that a new focus should be given to the Commission by City Staff and consideration of different types of public art.
- The SteamPlant played host venue to the annual stakeholders meeting for the Chaffee County Economic Development Corp. on Jan. 28 and later that same day to a presentation of a new accelerator and entrepreneurs program. Total attendance for the event was (100) people.
- TOTAL GUESTS Attending (13) Events/Meetings for January = 831
 - Number of free events/no admission = 3
 - Number of attendees at free events = 37
 - Number of events paying rental fees = 10

Fire Department –

- Staff has one more online training left before we can consider going live with our new reporting software in the next few weeks. Asst. Chief Rohrich has put in countless hours uploading data, testing the program and training staff.
- We have begun working on the RFP for the new Firehouse and hoping to have it published soon.
- On behalf of myself and the staff at the fire department, we would like to say “Thank You” to the City Administrator, Finance Committee, City Council, and the Mayor for the pay increases.

Clerk’s Office –

Court Clerk:

- Working to get the court software updated and running for Court
- Going through Record Management and Retention for Court
- Running the court docket for February and March
- Updated Court document with support from the Judge

City Clerk:

- Working with Planning to get several years of annexations sent to the County, Department of Revenue, and Department of Local Affairs
- Moving our approval system for Short Term Rentals to be online
- Working with Parks/Recreation and Arts/Culture to move Special Events paperwork and planning with event promoters to the latter.
- Setting the Special Event agenda and meetings
- Getting our Special Event meetings up to date the for summer Special Events
- Launched online payment software for occupational lodging tax and completed one quarter of taxes paid, majority online
- Working with the Planning Department on Minutes

- Starting a Records Destruction Day, reaching out to Departments to clarify retention schedules and necessary paperwork to be included for their records
- Working with Liquor Enforcement through their backlog of state licenses



Director of Housing Report for activities in January 2022

Major Activities

- Chaffee Housing Authority
 - Next Board meeting is February 17, 2022, via Zoom
 - New Board Roster:

Director	Representing
Joseph Teipel	Buena Vista
Michal Rosenoer	Buena Vista
Janie Hayes	Chaffee County
Craig Nielson	Chaffee County
Justin Veltri	Chaffee County
Dominique Naccarato	Salida
Eileen Rogers	Salida
Emily Marquis	At Large
Monika Haskell	At Large
 - **Alternate Directors**

Phillip Puckett	Buena Vista
Bob Christiansen	Chaffee County
Drew Nelson	Salida
Christina Kiourtzidis	At Large
 - CHA Staff:
 - Director – Becky Gray
 - Deputy Director – Mike Bischoff
 - We Are Chaffee; Community Engagement – Lisa Martin
 - HDCGP Evaluator – Kelly Landau
 - Housing Navigator – Becky Longberg
 - Social Media Volunteer – Angela Wallace
 - Strategic Plan:
 - A draft of the CHA 5-year Strategic Plan is included as Appendix A to this report.
 - A work session of the CHA Board of Directors to discuss the draft plan will be held on February 3rd, 2022 at 3:00 pm.
 - A work plan will be adopted yearly, which will outline the CHA’s activities for the year ahead.
 - Sustainable Funding:
 - The Executive Committee and the Community Engagement Committee of the CHA have begun to investigate potential funding streams for the Chaffee Housing Authority.
 - Health Disparities Community Grant Program:
 - We Are Chaffee
 - Train facilitator to institutionalize this effort with CMC
 - Dinner and a Movie Event
 - Increase Access through language justice – ie interpretation/evaluation

- In cooperation with the San Luis Valley Language Justice Cooperative
- Establish Continuum of Care
 - Meetings are set for the 4th Friday of every month, from 9:00 – 10:30 am, beginning on February 25th, 2022.
- Increase Access to affordable housing via website – goal to move off social media onto publicly managed site
 - Working with HDGP Evaluators to establish survey, which will be distributed to the community February 2022.
- Jane’s Place
 - An RFP for an Owners Representative has been published through BidNet. A copy of the RFP has been included as an attachment to this report.
 - A decision for the Owners Agent should be made by the end of February, 2022.
 - An RFP for a Construction Contractor should be published early January 2022.
 - Working to establish master lease with coffee bar operator.
 - Re-establishing the Capital Campaign Committee
 - Focus on FFE, outdoor spaces, and community programming.
 - Colorado Municipal League has asked Director Gray to write an article highlighting the project and the community involvement.
- Planning Collaborative:
 - GIS Colorado held their annual meeting in the Touber Building on January 27th and 28th.
 - Will continue to link the Chaffee Planning Collaborative with resources.
- Salida Housing Development Corporation
 - Not applying for 2022 9% LITC with Cardinal Capital Management.
 - Terminating contract with Cardinal Capital Management.
- Rental Deposit Guarantee Program:
 - Program available in both English and Spanish.
 - Use is decreasing; tenants claim lack of available rental stock.
- Deed Restrictions
 - Many projects coming to fruition in Salida and Buena Vista will have Deed Restricted housing units included.
 - CHA will be adopting Community Guidelines for these Deed Restrictions 1st Quarter of 2022.
- Open Doors
 - This City of Salida pilot program will offer financial incentive to short term rental owners who agree to master lease their housing unit to the CHA. The CHA will then sub-lease the housing unit to employees of Chaffee County employers. A copy of the staff memo to City Council for the January 31st work session is included as an attachment to this report.
 - The City of Salida Planning Commission will be holding a work session on this pilot program on January 31, 2022

Community Partnerships

- METAB – Board Member participation
- Colorado Mountain Housing Coalition:
 - Annual Meeting at Mount Princeton April 2022

- Bringing Everyone Together through the Crisis of Housing (BETCH)
 - This Salida-based, grassroots non-profit was formed by a group of employees struggling with housing.
 - Presently, they are raising money to help subsidize rents.
 - Advising on selection criteria, encouraging to collaborate with an organization who already pays rent.
 - This group is also advocating for a Safe Outdoor Space for overnight camping.
 - Advising on land use restrictions and approval processes.
- Colorado Resiliency Summit: January 20, 2022
 - Director Gray was invited to be a speaker about community engagement and policy change using Jane's Place as a lens.
 - This event was hosted by DOLA's Office of Community Development
- Truth Has a Voice Foundation
 - This group plans to hold a community conversation about housing in August 2022, and Director Gray is working to ensure the group has accurate information from which to launch their conversation.

CHAFFEE HOUSING AUTHORITY Strategic Plan

CHA Mission

Facilitating Chaffee County residents' access to safe, sustainable, inclusive, and affordable housing through data-driven policy, housing programs, funding, raising awareness, and building housing units.

CHA Vision

Chaffee County Housing Authority envisions a community with housing opportunities that are affordable for all residents. We envision a workforce that is able to live locally and fully participate in our community, contributing to a strong and resilient economy.

CHA Values

Leadership

We provide direction and guidance while motivating and inspiring others to move forward in pursuit of our vision.

Integrity

We build trust by acting with the highest ethical standards through consistency, honesty, transparency, accountability, quality, efficiency, and respect. We strive to operate such that outside parties can quickly and easily see and understand how and why decisions are made.

Stewardship

We strive to support future generations realize healthier and more economically viable lives by positively impacting and collaborating with community members, the Earth, natural resources, political jurisdictions, economy, and time. We will create and maintain housing to high standards, inclusive of healthy indoor air quality, dignity in design, and integration of natural materials and systems for physical, mental, and spiritual health.

Community

We value what is best for the community as a whole, rather than what benefits only an individual or group of individuals. Our decisions are driven by what best serves and represents the needs of the local community and workforce now and in the future.

Equity

Our initiatives will be open to the community and will aim to reduce disparities in historically disempowered groups. Our policies and practices will be inclusive and equitable, and uphold a culture where all voices can be heard and viewpoints discussed without repercussion. We will ensure that services, programs, and housing opportunities are available equally to all eligible applicants/recipients regardless of race, sexual orientation, class, under-privileged, social, marital status, religious, age, and health status or identification.

Partnerships

Partnerships are essential to our success. We contract with and assist local municipalities and the county government to administer their inclusionary housing, deed restrictions, short term rental licensing, and other housing-related policies and programs and collaborate with non-profit housing agencies and funders to implement our vision.

CHA Focus Areas

Policy, Advocacy and Education

We will be the voice of community housing needs, giving voice and representing those in the community who are struggling with housing. Our advocacy seeks to bring together our values, evidence-based practices, and the perspectives of people who have lived with housing insecurity to ensure informed decisions are made in all aspects of the affordable housing environment. Our initiatives will include convening regional collaborators, storytelling and engagement, participating in local, state, and federal efforts to bring resources to the community; researching, drafting, and advocating for policies at the municipal, county, and state level that address regional housing challenges. Providing education and resources to the community on housing topics and issues.

Development

We will catalyze new housing development by working to increase inventory, secure land, garner appropriate and creative financing, convene local, regional, and state-wide partners, and participate in land use and planning efforts, and take the lead in attainable housing development efforts.

Local Housing Stability Programming

We will support local residents to remain in or gain housing through initiatives such as deposit guarantees, rent assistance, financial counseling, and other direct forms of financial, technical, or home improvement assistance.

Housing Authority Operations

We will invest in the staffing, systems, partnerships, and professional networks to ensure a thriving organization rooted in best practices and data; identify and execute appropriate funding strategies to ensure a financially resilient organization that can address our evolving housing challenges into the future.

Acknowledgements

CHA Board of Directors

Craig Nielson, Board Chair, Chaffee County
 Joseph Teipel, Board Vice Chair, Town of Buena Vista
 Janie Hayes, Board Secretary, Chaffee County
 Micha Rosenoer, Town of Buena Vista
 Justin Veltri, Chaffee County
 Jane Templeton, City of Salida
 Eileen Rogers, City of Salida
 Emily Marquis, At Large
 Monica Haskell, At Large
 Phillip Puckett, Town of Buena Vista Alternate
 Bob Christiansen, Chaffee County Alternate
 Drew Nelson, City of Salida Alternate

CHA Staff and Consultants:

Becky Gray, Director of Housing
 Willa Williford, Williford Consulting

Purpose

The purpose of the CHA Strategic Plan is to provide a five-year framework to focus the CHA's efforts as we fulfill the CHA's mission and vision while upholding our agreed upon values.

Each of the goals listed below are intended to serve as a guide for the CHA Board of Directors and Staff as they evaluate work plans for the organization.

Goal 1: Policy, Advocacy, and Education

The Chaffee Housing Authority will represent the housing needs of Chaffee County residents, namely low-income households, moderate-income households, and people employed by Chaffee County employers in policy and strategy discussions at the federal, state, and local levels. CHA will work to build coalitions around equity and justice as they relate to housing.

2022 Strategies:

- 1 – Operate the Health Disparities Community Grant Program, through the Colorado Department of Public and Environmental Health's Office of Health Equity, with the utmost fidelity.
- 2 – Establish and maintain local advocacy efforts and coalition building.
- 3 – Engage in state-level advocacy by maintaining excellent relationships with elected officials and staff at the Colorado Housing Finance Authority and DOLA's Division of Housing.
- 4 – Be prepared to engage in advocacy at the Federal level, should the opportunity arise.

Goal 2: Organizational Operations

The Chaffee Housing Authority will strive to operate the organization with the utmost professionalism, financial responsibility, and transparency.

2022 Strategies:

- 1 – Establish Adequate Staffing Ratios.
- 2 – Establish and maintain Record Management Systems
- 3 – Establish a sustainable funding source for CHA operations.
- 4 – Establish equitable Policies and Procedures.
- 5 – Use data to inform organizational decisions.
- 6 – Establish the Board of Directors annual activities.

Goal 3: Affordable Housing Development

The Chaffee Housing Authority will strive to construct or contribute to the construction of permanently affordable housing units in Chaffee County.

2022 Strategies:

- 1 – Establish relationships with Low Income Tax Credit developers.
- 2 – Establish relationships with private developers.
- 3 – Construct and Operate Jane's Place, a 17-unit rental project.
- 4 – Maintain participation on the Salida Housing Development Corporation's Board of Directors.
- 5 – Support the Town of Buena Vista as they develop Town-owned land.

Goal 4: Housing Stability Programming

The Chaffee Housing Authority will strive to operate, recruit, and create programs that will provide housing stability to Chaffee County residents.

2022 Strategies:

- 1 – Develop a county-wide Continuum of Care, and participate with the regional and state Continuum of Care.
- 2 – Operate the CHA Rental Deposit Guarantee Program.
- 3 – Oversee the fidelity of deed restricted housing units.
- 4 – Operate Open Doors (City of Salida Specific Program).

CHA Work Committees

Community Engagement Committee

- Janie Hayes
- Emily Marquis
- Monica Haskell
- Jane Templeton

Development Review Committee

- Craig Nielson
- Eileen Rogers
- Joseph Teipel
- Justin Veltri

Executive Committee

- Craig Nielson
- Janie Hayes
- Joseph Teipel

Governance Committee

- Jane Templeton
- Joseph Teipel
- Becca Williams

Health Disparities Community Grant Program Team

- Andrea Carlstrom, Chaffee County Public Health
- Lisa Martin, Chaffee County Public Health, We Are Chaffee
- Mike Orrill, Chaffee County Public Health
- Becky Gray, Chaffee Housing Authority
- Kelly Landau, Chaffee Housing Authority
- Heather Gorby (Insert Heather's business name here)



CHAFFEE COUNTY
 DEVELOPMENT SERVICES DEPARTMENT
 104 Crestone Ave., Room 125
 P.O. Box 699
 Salida, Colorado 81201
 (719) 539-2124 FAX: (719) 530-9208
bdepartment@chaffeecounty.org

February 7, 2021 Board of County Commissioners Work Session Report and Activity Update

I. Building Inspection:

A. Permit Activity

- **Permits** issued in January: 2022: 290 (BMEP only)
2021: 242 (BMEP only)
 - * BMEP = Building, Mechanical, Electrical, & Plumbing permits
- **Total Revenue** collected in January: 2022: \$128,786.29
2021: \$236,574.55
 - * \$107K difference primarily due to Fading West Factory and Mt. Princeton Hotel
- **Total Revenue** collected year-to-date: 2022: \$128,786.29
2020: \$236,574.55
 - % of Total budgeted revenue collected year to date: 8.3% (\$1.2 M)
- **SFDs** issued in January: 2022: 21
2021: 43
 - Chaffee: 6 BV: 3 Poncha: 9 Salida: 3
- **2022 year-to-date permit totals:**

Chaffee County	114	6 SFDs
Buena Vista:	39	3 SFDs
Poncha Springs:	49	9 SFDs
Salida :	<u>88</u>	<u>3 SFDs</u>
Total Number of Permits Issued:	290	*21 SFDs
- **2021 year-to-date permit totals:**

Chaffee County:	98	SFDs
Buena Vista:	38	59 SFDs
Poncha Springs:	51	34 SFDs
Salida :	<u>58</u>	<u>32 SFDs</u>
	245	*224 SFDs

*SFDs include only new detached single-family dwellings and do not include duplexes, ADUs, townhouses, apartment units etc.

B. New Commercial Projects

Salida

- **1520 E. Highway 50:** A footing and foundation permit was issued for the first building of the Salida Crossing project.
- **747 W. 3rd Street:** A permit was issued for a retaining wall at this location.
- **10040 W. Hwy 50:** A permit was issued for an alteration to this location.

- **130 W. Sackett:** A permit for a structural repair was issued for the River Lofts building after a car ran into the building.
- **112 Old Stage Road:** A plan change was approved for this building that is under construction.

Chaffee County:

- **31455 Hwy 24 N:** A building permit was issued for a building housing equipment for a cell tower.

C. Inspection Totals

- We performed 981 field inspections in the month of January.
- We issued 63 certificates of occupancy in January.

D. Personnel

- Ken Holloway started with us on February 1, 2022 as an electrical/combination inspector to replace Mike Marr who moved to Phoenix.
- Ashley Webb has been hired as a Permit Technician to backfill Rachael Van Dyke's position who was promoted to Residential Plans Examiner.



Request for Qualifications
for
Owners Representative
for Multi-family Mixed-Use project in Salida, Colorado

Contact: bgray@chaffeecounty.org
Date Issued: January 24, 2022

The Chaffee Housing Authority is seeking qualified candidates to provide Owners Representative Services for the construction of a seventeen-unit, mixed use project comprised of four buildings, located at the southwest corner of West 3rd Street and Colorado Highway 291 in Salida, Colorado.

Interested parties should submit a Statement of Qualifications before 5:00 pm, Mountain Time, on February 14, 2022 to bgray@chaffeecounty.org. Any responses submitted after the time stated above will not be accepted under any circumstances.

Request for additional information or clarifications must be made in writing to bgray@chaffeecounty.org before 5:00 pm on February 2, 2022. Responses to such inquiries will be documented in a written addendum, which will be issued prior to the deadline for responding to this Request for Qualifications.

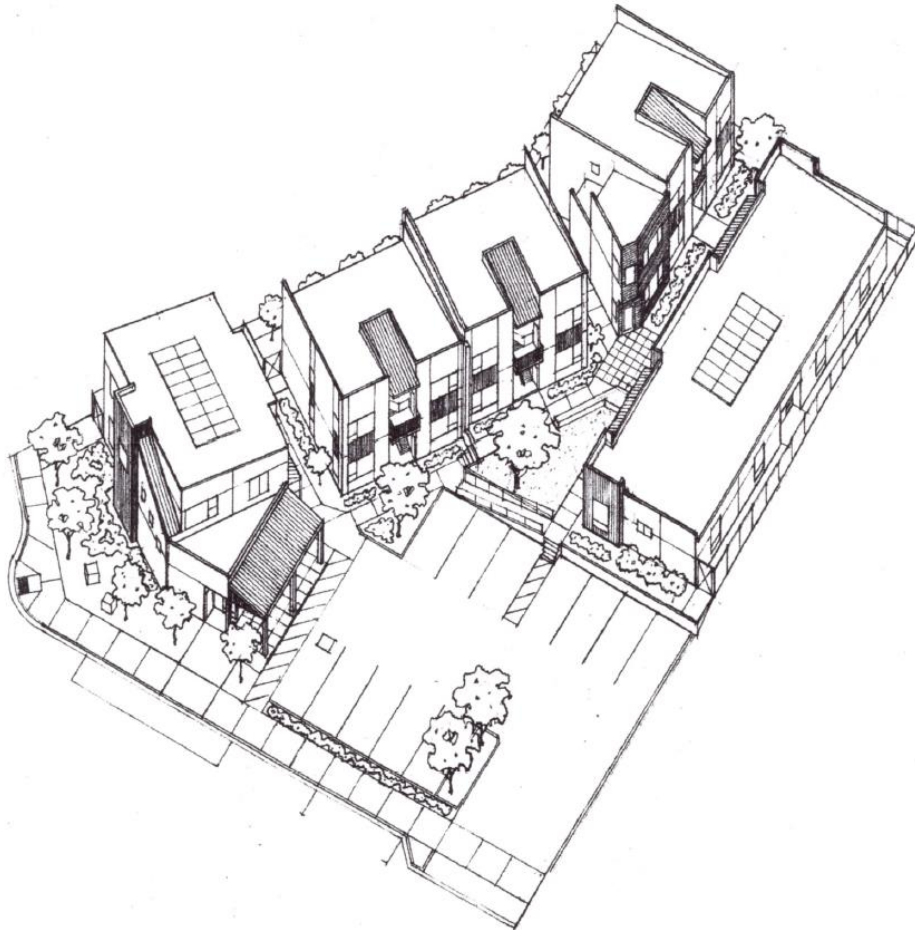


Table of Contents

- Project Description..... 4
- Projected Timeline 4
- Scope of Work..... 5
- Proposal Submission 6
 - Cover Letter 6
 - Company Information..... 6
 - Use of Subcontractors/Partners 6
- Evaluation Criteria..... 7
 - Company and Personnel Experience 7
 - Project Approach 7
 - Schedule..... 7
 - Presentation..... 8
- Minimum Mandatory Qualifications..... 9
- Acceptance of RFQ Terms..... 9
- Confidentiality/Proprietary Information..... 9
- Acceptance of Proposal Content 9
- RFQ Cancellation 9
- RFQ Response/Material Ownership 9
- Incurring Costs 9
- Non-Discrimination 10
- Appendix A..... 11

Project Description

The Chaffee Housing Authority, in collaboration with community partners, has designed a 17-unit mixed use housing development responsive to the community's housing needs. The project contains one, one-story four plex; a two story three-plex, including an office; a two-story eight-plex; and a two-story mixed-use building, with two living units upstairs and a non-profit development center and social enterprise coffee bar downstairs. The project is known as "Jane's Place" in honor of the late Jane Whitmer, who contributed significantly to the Salida Community and desired to establish a supportive, transitional housing environment.

Architectural drawings for this project are included as Appendix A of this RFQ.

Projected Timeline

Event	Date
Issue RFQ Notice	January 24, 2022
Last Date for Receipt of Written Questions	February 2, 2022
Addendum Issued (If Applicable)	February 7, 2022
Proposal Due Date	February 14, 2022
Applicants HOLD this time for possible finalist interviews	February 21, 2022 from noon to 4pm
Recommendation Presented for Approval	February 24, 2022

Scope of Work

The Scope of the work for Owner's Representative includes but not be limited to the following tasks:

1. Contribute to evaluation of Construction Contractor RFP Responses.
2. Review contractor submittal documents.
3. Attend Contractor RFP meetings, either via Zoom or in person in Salida, Colorado, at the Chaffee Housing Authority Office or other public conference room.
4. Actively Manage:
 1. Project risks;
 2. Project issues;
 3. Project actions;
 4. Project schedule.
5. Review Contractor invoices, compare invoice to completed work.
 1. Inform owner that invoices are justified for payment.
6. Manage Change orders:
 1. Actively and critically review change orders for correctness and applicability, negotiate when necessary.
 2. Advise owner on following action, approval, or denial.
7. Manage overall project budget.
8. Attend weekly construction meetings, either via Zoom or at a location to be determined in Salida, Colorado.
9. Review and approve weekly construction meeting minutes taken by contractor.
10. Review monthly project report from contractor.
11. Write and submit a monthly highlight report to owner.
12. Schedule monthly project status meeting with owner, either via Zoom or in person in Salida, Colorado, at the Chaffee Housing Authority Office or other public conference room.
 1. Minutes will be taken by Chaffee Housing Authority staff.
13. Inspect construction to ensure the quality is being met by contractor.
 1. This may be weekly, but it is on an as needed basis.
14. Ensure that all required inspections from the Chaffee County building department are being met.
15. Sign-off per phase of project.
16. Manage maintenance period post construction for a period of twelve months after receiving the Certificate of Occupancy.

Proposal Submission

Following are the response requirements for this RFQ. All specific response items represent the minimum information to be submitted. Deletions or incomplete responses in terms of content may, at the Chaffee Housing Authority's discretion, render the proposal non-responsive.

The following items are to be included in your proposal, in the order listed. Deviation from this may render your proposal non-responsive. The Proposal must not exceed **30** total pages (with the front counting as one page, most or all 8 ½ x 11-inch with 1-inch or greater margins), excluding the transmittal letter, index or table of contents, front and back covers, title pages/separation tabs, and appendices. All representative projects (ten maximum), and resumes (two pages maximum) shall be included in the appendices.

Cover Letter

Include a cover letter introducing your company, summarizing your qualifications, and detailing any exceptions to this RFQ (please note that significant exceptions may make your proposal non-responsive). This letter should also provide principal contact information for this RFQ, including address, telephone number, fax number, e-mail, and website (if applicable).

Company Information

1. Provide the following information as listed: Company Name, Address, Phone Number, and Names of Principals.
2. Identify the year in which your company was established.
3. Describe any pending plans to sell or merge your company.
4. Provide a comprehensive listing of all the services you provide.

Use of Subcontractors/Partners

There may be areas for use of subcontractors or partners in this project. If you are using this approach, your proposal must list the subcontractors/partners, services to be provided, and include all other applicable information herein requested for each subcontractor/partner. Please keep in mind that the Chaffee Housing Authority will contract solely with your company, therefore subcontractors/partners remain your sole responsibility.

Evaluation Criteria

Consultants will be evaluated on the following responses:

Company and Personnel Experience

1. Describe your customer service philosophy and how this project will be managed to get the best results for the Chaffee Housing Authority.
2. Demonstration of the necessary experience, organization, and technical qualifications for the proposed work.
3. List key personnel that will be committed to this project, their resumes, describe their role and title, and availability for contract duration (include in appendices).
4. List similar projects that have been completed by proposed key personnel.
5. Provide **completed** representative projects of similar nature as required in the Minimum Qualifications. Include Owner contact information, key personnel assigned, pertinent project information, timeliness of completion, costs control (include in appendices). The Chaffee Housing Authority reserves the right to contact the references provided in your proposal as well as other references without prior notification to you.
6. Propose how the consultant will manage the project to meet project goals and objectives.
7. Propose the methods and timeline of communication your firm will use with the Chaffee Housing Authority's project managers and other staff.
8. Any consultant proposing on the Chaffee Housing Authority projects shall also provide five similar projects in the last ten years. Include Owner contact information, key personnel assigned, pertinent project information, timeliness of completion, costs control (include in appendices).

Project Approach

1. Explain your understanding of the project objectives and delivery methods in compliance with the state of Colorado statutes, local Government, and procurement compliance regarding the Project.
2. Identify approach for developing communication with Chaffee Housing Authority staff.
3. Describe specific project challenges you anticipate with this project and how you propose to resolve these challenges.
4. How will the project team manage quality control throughout the completion of the project?
5. How would the project team incorporate an incentive for the contractor to come in below the guaranteed maximum price while maintaining the desired quality of product.

Schedule

1. Provide a specific timeline showing milestones and completion dates. The consultant will be evaluated on their ability to complete their scope of work within the proposed dates.

Presentation

All applicants must prepare and present to the evaluating members of the RFQ the following items:

1. Company and personnel experience;
2. Project Approach;
3. Schedule.

The presentation/interview will be held for 45 minutes per submittal either via Zoom or at a location to be determined in Salida, Colorado.

Minimum Mandatory Qualifications

The Owners Representative shall demonstrate five years of multifamily housing development experience, including construction and operation, with the proven ability to direct all the services necessary to complete complex projects.

Acceptance of RFQ Terms

A statement submitted in response to this RFQ shall constitute a binding offer. The autographic signature of a person who is legally authorized to execute contractual obligations on behalf of the consultant shall indicate acknowledgment of this condition. A submission in response to this RFQ acknowledges acceptance by the consultant of all terms and conditions as set forth herein. A consultant shall identify clearly and thoroughly any variations between its proposal and the RFQ in the cover letter. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFQ.

Confidentiality/Proprietary Information

All proposals will be confidential until a contract is awarded and fully executed. At that time, all proposals and documents pertaining to the proposals will be open for public inspection, except for the material that is proprietary or confidential. However, requests for confidentiality can be submitted to the Purchasing Contact provided that the submission is in accordance with the following procedures. This remains the sole responsibility of the consultant.

The Chaffee Housing Authority will make no attempt to cure any information that is found to be at a variance with this procedure. The consultant may not be given an opportunity to cure any variances after proposal opening. **Neither a proposal in its entirety, nor proposal price information will be considered confidential/proprietary.** Questions regarding the application of this procedure must be directed to the Purchasing Contact listed in this RFQ.

Acceptance of Proposal Content

The contents of the proposal (including persons specified to implement the project) of the successful contractor shall become contractual obligations into the contract award. Failure of the successful consultant to perform in accordance with these obligations may result in cancellation of the award.

RFQ Cancellation

The Chaffee Housing Authority reserves the right to cancel this RFQ at any time, without penalty.

RFQ Response/Material Ownership

All material submitted (digital and or hardcopy) regarding this RFQ becomes the property of the Chaffee Housing Authority, unless otherwise noted in the RFQ.

Incurring Costs

The Chaffee Housing Authority is not liable for any cost incurred prior to issuance of a legally executed contract and/or a purchase order.

Non-Discrimination

The consultant shall comply with all applicable state and federal laws, rules and regulations involving non- discrimination on the basis of race, color, religion, national origin, age or sex.

Appendix A



CITY COUNCIL WORK SESSION MEMO

DEPARTMENT Community Development	PRESENTED BY Bill Almquist - Community Development Director Becky Gray – Chaffee Housing Authority Miriam Luna Gonzalez - City of Salida Management Fellow	DATE January 31, 2022
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ITEM

“Open Doors” Long-Term Rental Incentive Program

BACKGROUND

In the last two years the city has seen a substantial housing shortage for local workers. The Open Doors program aims to immediately increase the number of long-term rental units available to the City’s workforce by offering financial incentives to owners of short-term rental (STR) units, vacation homes, and other “vacant” units to make such a conversion. Considering the numerous existing short term rental licenses and the overall 16.4% unit vacancy rate in our county (2020 U.S. Census), the program has the potential to “open doors” for a considerable portion of the local workforce.

ANALYSIS

Programs like The Short-Term Fix in Winter Park and Lease to Locals in Summit County have also set out to offer incentives to property owners who convert their short-term rental property into long-term workforce housing. So far the Lease to Locals has been successful in converting 29 short-term rentals into long-term rentals and housing 56 local workers.

The initial objective of the City of Salida’s Open Doors pilot program, in conjunction with the Chaffee Housing Authority (CHA), is to enroll 10 units that will be solicited through direct outreach and marketing to STR license holders and others. Interested Salida-area businesses will apply to the program and their employees will be eligible to apply to be a tenant of the program. The CHA will serve as the master lessee and businesses will be required to have some “skin in the game” by paying an administrative fee of \$250 per employee per month of the lease. These funds will be used to help fund administrative overhead, including but not limited to: background checks and rental references, housing inspections, handling of rent payments, etc. Leases are anticipated to be available for six (6)-, nine (9)-, and twelve (12)-month terms beginning Spring 2022.

The eligibility of “host” units will be determined by a variety of factors, not the least of which will be the nature of their usage approximately over the past year. Homeowners/hosts will set the rent levels for their units, to be negotiated with CHA, and a per-term incentive will be paid to those hosts at the end of the lease (via the CHA), per the following:

	6-month lease	9-month lease	12-month lease
2 Bedrooms	\$4,000	\$7,000	\$10,000
3 Bedrooms	\$5,000	\$8,000	\$12,000
4 Bedrooms+	\$6,000	\$9,000	\$14,000



CITY COUNCIL WORK SESSION MEMO

DEPARTMENT	PRESENTED BY	DATE
Community Development	Bill Almquist - Community Development Director Becky Gray – Chaffee Housing Authority Miriam Luna Gonzalez - City of Salida Management Fellow	January 31, 2022

In order to assure that the CHA will be able to pay such incentives in full, there is an anticipated upfront request for up to \$140,000, plus an additional request of \$100,000 in seed-funding to guarantee the master leases. These funds will both, individually, be handled by the Chaffee Housing Authority.

City and Chaffee Housing Authority staff appreciate City Council's feedback on the Open Doors program, with the intention of bringing forth a formal request to the February 15th City Council Regular meeting.

DRAFT

Homeowner Information

Name: _____
 First Last Middle

Telephone Number: _____ Email: _____

Mailing Address: _____
 Street Apt. City State Zip

Additional Emergency Contact

Name: _____
 First Last Middle

Telephone Number: _____ Email: _____

Space Available

Address of home to be in Open Doors program: _____
 Street Apt. City

Maximum number allowed in household: Adult(s) _____ Children _____

Number of pets in the home: No pets _____ Dog(s) _____ Cat(s) _____ Other _____

Describe other: _____

Is smoking allowed? Yes No

If yes: Cigarettes Marijuana Vaping

Is this house accessible to people with mobility challenges (if any please describe):

Number of bedrooms available: _____ Number of full bathrooms available _____ Half bathrooms _____

Availability for tenant:

Monthly rent amount desired: \$ _____ Security deposit desired: \$ _____

Utilities Included:

Gas Electric Water Trash Cable Internet None

Unfurnished Furnished Appliances Describe any included: _____

Available for use: Garage Storage Other

Parking availability: Number of Automobile(s): _____ Extra Vehicles: _____

There is space for the following: Compacted cars: _____ Trucks: _____ RV: _____

- I will consider keeping tenants for a longer term if the Open Doors program brings successful outcomes to me
- I would consider waving the Open Doors program's incentive so that another house can be added into the program.
- I would like to interview the tenant candidate
- I will have CHA (Chaffee Housing Authority) interview candidates on my behalf

Please provide any additional information that would be helpful?

- I understand CHA will conduct background and sex offender registry checks on all tenants applicants.

I attest all information below is accurate Signature: _____

DRAFT

Open Doors *Employers* Application

Employers Information

Business Name: _____

Telephone Number: _____ Email: _____

Business Address: _____

Street

Ste.

City State

Zip

Employers Personal Contact Information

Name: _____

First

Last

Middle

Emergency contact other than what is stated above: _____ Email: _____

What is the nature of your business? _____

Open Doors Questions

Total employees: _____ Number or approximately % of employees experiencing housing challenges: _____

Name of employee being referred: _____

Contact phone number: _____ Email: _____

Length of employment Mo/Yr: _____

Name of employee being referred: _____

Contact phone number: _____ Email: _____

Length of employment Mo/Yr: _____

Name of employee being referred: _____

Contact phone number: _____ Email: _____

Length of employment Mo/Yr: _____

- I will notify Chaffee Housing Authority if employee is terminated or resign within *3 business days*.
- I agree to distribute Open Doors marketing material to my employees.
- I will be referring tenants to Open Doors.
- I understand that if one of my employees becomes a tenant through the Open Doors program, I will contribute *\$250 per employee per month* for the duration of the lease (CHA will provide a final contract when employee is paired with housing).
- I attest that I understand the program and the information provided above is accurate.

Signature: _____

DRAFT MASTER LEASE AGREEMENT

This lease agreement is made and entered into as of the ____ day of _____, 2022, at Salida, Colorado, by and between CHAFFEE HOUSING AUTHORITY, a multijurisdictional housing authority duly authorized to do business in the State of Colorado, hereinafter called "Lessee," and LANDLORD Property Management, hereinafter called "Lessor."

ARTICLE 1

Demise, Description, Use, Term and Rent

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, those certain properties, hereinafter called the "leased premises," situated in Salida, Colorado, commonly known as

_____; to be used only as a residential property and in accordance with uses normally incident thereto and for no other purpose, for a term commencing _____ and ending on _____ unless modified before that date by mutual consent, for rental amount as specified in Article 2.

ARTICLE 2

Rent

Lessee shall pay Lessor at _____, as rent for the leased premises, a sum determined annually in advance of the beginning of lease period. The amount charged shall be _____, to be paid in equal monthly amounts of _____.

All payments due under the lease shall be payable without prior demand on the 1st day of each calendar month for which rent is paid, continuing thereafter until termination of this lease. The rent payment shall be due regardless of whether Lessee has members in occupancy of the premises.

Penalty for late payment. There shall be a five-day grace period for the receipt of funds for rent. After this grace period Lessee shall pay an additional amount of two dollars (\$2.00) per member, which shall offset the cost of penalties, lost interest, and staff time incurred by the lessor due to the delay in payment.

ARTICLE 3

Fire and Casualty Damage

Lessee shall give immediate notice to Lessor of fire or other casualty at the Property.

In the event the Property shall be damaged or destroyed in whole or in part by fire and other casualty, Lessor shall have the right, but not the obligation, to terminate this Lease by giving written notice to the Lessee of its election to terminate, notice to be given within ninety (90) days after the occurrence of the damage or destruction. Upon the third day after notice is given, Lessee shall vacate and surrender the Premises to Lessor, without prejudice, however, to Lessor's rights and remedies against Lessee under the Lease prior to termination, and any rent owing shall be paid through such date.

If the fire, casualty, repairing or rebuilding of the Property shall render the Property untenable, and if the fire or other casualty occurred without the negligence or willful act of Lessee, its agents and invitees, a proportionate reduction of the annual rent due thereafter shall be allowed from the date of the occurrence of such casualty until the date Lessor completes the repairs to the Property or, in the event Lessor elects to terminate this lease, until the date of termination. Such reduction shall be computed on the basis of the ratio which the floor area of the Property rendered untenable bears to the habitable

floor area of the Property. Lessor shall not be liable for any delay in the repair or restoration of the Property.

Tenant acknowledges that Lessor will not carry insurance on Tenant's personal property, furniture, and improvements, and agrees that Lessor will not be obligated to repair any damage or replace the same.

ARTICLE 4 Property Management -- Lessee's Obligation

Item 1- CHAFFEE HOUSING AUTHORITY agrees to take responsibility for most aspects of the property management, including recruitment of individual tenants, day-to-day maintenance and repairs, and security, and to hold Lessor harmless therefrom. Lessee shall never take responsibility for any work relating to the property's roof, foundation, or major mechanical components.

Item 2- CHAFFEE HOUSING AUTHORITY agrees to maintain at least _____ contracted residents of the premises at all times, unless a lower number of members agree to pay an equivalent amount of rent.

Item 3- CHAFFEE HOUSING AUTHORITY shall during the term hereof pay all charges for water and sewage, gas, and electricity used in or on the leased premises and for the removal off rubbish therefrom immediately on becoming due and shall hold Lessor harmless from any liability thereof.

Item 4- CHAFFEE HOUSING AUTHORITY agrees to require that all residents of the premises have been referred by employers participating in the Open Doors pilot program, in partnership with Chaffe Housign Authority and the City of Salida.

Item 5- CHAFFEE HOUSING AUTHORITY agrees to keep the leased premises in good order and repair, at a standard equal to the condition of the property upon execution of this Master Lease.

Item 6- CHAFFEE HOUSING AUTHORITY shall not undertake any repair or maintenance tasks; however, Lessee is expected to report all major maintenance problems on a timely basis, and to correct all minor problems as necessary.

Item 7- CHAFFEE HOUSING AUTHORITY may not undertake, or contract to undertake, any structural or use changes without the express consent of lessor.

Item 8- CHAFFEE HOUSING AUTHORITY agrees not to commit, or suffer to be committed, any waste on the leased premises, nor shall it maintain, commit, or permit the maintenance or commission of any nuisance on the leased premises or use the leased for any unlawful purpose.

ARTICLE 5 Lessor's Obligation

Item 1- LANDLORD Property Management agrees to send an agent to visit the premises on at least an annual basis.

Item 2- LANDLORD agrees to maintain property insurance and loss of rent insurance for the premises, and to pay property taxes on a timely basis.

Item 3- LANDLORD agrees to make a yearly maintenance needs assessment of the property.

Item 4- LANDLORD takes responsibility for approving and assisting the CHAFFEE HOUSING AUTHORITY as necessary to arrange major maintenance projects, and funding them through the maintenance budget established by the Lessor for this property.

ARTICLE 6
Security Deposit

A total security deposit of \$_____ will be provided by the Lessee to the Lessor. The security deposit shall be returned to lessee within 30 days of the end of this lease.

ARTICLE 7
Quiet Possession

Lessor shall, on the commencement date of this lease place Lessee in quiet possession of the leased premises and shall secure it in the quiet possession thereof against all persons claiming the same during the entire lease term and any extension thereof.

ARTICLE 8
Extension

This agreement may only be extended by agreement of both parties, in writing, at least ninety (90) days prior to the end of the lease.

ARTICLE 9
Surrender of Premises

Lessee shall, without demand and at its own cost and expense before expiration or earlier termination of the term of this lease or of any extended term hereof, remove all property belonging to it and all alterations, additions, or improvements, and fixtures which by the terms of this Lease it is permitted to remove; and repair all damage to the leased premises caused by such removal. Any property not so removed shall be deemed to have been abandoned by Lessee and may be retained or disposed of by Lessor, as Lessor in its sole discretion sees fit.

Lessee agrees to and shall, on expiration or earlier termination of the term hereof or of any extended term hereof, promptly surrender and deliver the leased premises to Lessor without demand therefor in good condition, ordinary wear and tear excepted.

ARTICLE 10
Condemnation

If during the term of this lease or any extension or renewal thereof, all of the leased premises should be taken for any public or quasi-public use under any law, ordinance, or regulation or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this lease shall terminate and the rent shall be abated during the unexpired portion of this lease, effective as of the date of the taking of said premises by the condemning authority.

If less than all of the lease premises shall be taken for any public or quasi-public use under any law, ordinance, or regulation or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this lease shall not necessarily terminate but Lessor shall forthwith at its sole option and expenses, restore and construct the building and other improvements, situated on the leased premises, provided such restoration and reconstruction shall make the same reasonably

tenantable and suitable for the uses for which the premises are leased. The rent payable hereunder during the unexpired portion of this lease shall be adjusted equitably.

ARTICLE 11
Defaults and Remedies

It is hereby agreed that in any proceeding or effort by Lessor to obtain relief and remedy of Lessee's default under this lease, Lessee shall be liable for Lessor's actual costs in such proceedings or other efforts, including actual, reasonable attorney fees.

ARTICLE 12
Inspection by Lessor

Lessee shall permit Lessor and its agents to enter into and upon the leased premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining or making repairs or alterations to the building, or any other legitimate purpose. Lessor will provide Lessee appropriate notice of Lessee's intent to enter into and/or inspect the property.

CHAFFEE HOUSING AUTHORITY agrees to make arrangements for a complete inspection of the building by a representative of LANDLORD at any time upon two days notice. A CHAFFEE HOUSING AUTHORITY representative shall accompany the LANDLORD representative on all such complete inspections.

ARTICLE 13
Assignment and Sublease

Lessee shall sublet only to households referred to the Open Door pilot program by participating employers. It is expressly understood that Lessee is required to use its best efforts to keep the premises fully leased to qualified tenants, as set forth more particularly in the following paragraphs:

"Subleases" shall mean any and all lease, subleases, or other agreements (written or oral, now or hereafter in effect) which grant a possessory interest in or the right to use a portion of the premises, except for this lease by which CHAFFEE HOUSING AUTHORITY is granted a possessory interest in the premises. "Sublessees" shall mean those who enter into sublease.

"Rents" shall mean the immediate, absolute, and continuing right to collect and receive all of the rents, income, revenues, and profits to which CHAFFEE HOUSING AUTHORITY is now or may hereafter become entitled, or may demand or claim, arising from the Subleases or from the premises (or any part thereof), subject only to the limited license granted below to CHAFFEE HOUSING AUTHORITY.

CHAFFEE HOUSING AUTHORITY for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, convey, assign, and transfer the Subleases and the Rents to LANDLORD, to have and to hold the Subleases and the Rents unto LANDLORD forever, and CHAFFEE HOUSING AUTHORITY does hereby bind itself, its successors and assigns to warrant and forever defend the title to the Subleases and the Rents unto LANDLORD against every person whomsoever lawfully claiming or to claim the same or any part thereof. Provided that CHAFFEE HOUSING AUTHORITY is not in default under this lease or any of the Subleases, LANDLORD grant to CHAFFEE HOUSING AUTHORITY a limited license ("License" to collect all the Rents, and to then turnover that portion monthly required under this lease.)

CHAFFEE HOUSING AUTHORITY warrants and represents to LANDLORD that:

CHAFFEE HOUSING AUTHORITY has good title to the Subleases and Rents and has full right, power, and authority to assign the Subleases, and Rents, and no other person (natural or otherwise) has any right, title, or interest therein.

CHAFFEE HOUSING AUTHORITY has duly performed all its obligations and warranties under the Subleases; the lessees under the Subleases are not in material default of any of the terms of the respective Subleases; the Subleases are valid and in full force and effect.

CHAFFEE HOUSING AUTHORITY agrees to indemnify LANDLORD Property Management for any and all damages arising from breach of the above warranties and representations.

Sublease provisions:

Item 1- From and after the initial date of this lease, CHAFFEE HOUSING AUTHORITY shall require that each and every Sublessee agree in writing, as a precondition of occupancy of the premises, that (1) he or she understands that the premises are owned by LANDLORD, (2) that the Sublease will be assigned to LANDLORD in the event that CHAFFEE HOUSING AUTHORITY is in default under its lease with LANDLORD, and that in such event the Sublessee shall deliver future monthly rent payments to LANDLORD. Sublessee shall agree to submit such payments in timely fashion, as directed by LANDLORD.

Item 2- CHAFFEE HOUSING AUTHORITY shall not permit any occupancy or residence of the premises except pursuant to a written lease or agreement.

Item 3- CHAFFEE HOUSING AUTHORITY shall not pledge, assign, or encumber any present or future Subleases, except as provided herein.

Default:

Upon default in this lease, LANDLORD shall have the right, power, and authority, then or thereafter, to exercise and enforce any or all of the following rights or remedies, and any others permitted by law:

To terminate the Lease and then without taking possession of the premises, in CHAFFEE HOUSING AUTHORITY name, to demand, collect, receive, sue for, attach and levy the Rents, or to do so after taking possession of the premises, or to do so in the name of LANDLORD Property Management;

To declare all the rent due under this lease immediately due and payable, upon seven (7) days written notice;

To take possession of, manage, and operate the premises, and to make, modify, enforce, and cancel or accept surrender of any sublease (or future sublease), to apply Maintenance/Capital Improvement accounts funds to amounts in default, and otherwise to do any act which LANDLORD may deem reasonably necessary to protect the status and value of the premises.

CHAFFEE HOUSING AUTHORITY assignment of the Subleases of LANDLORD does not relieve CHAFFEE HOUSING AUTHORITY of any responsibility set out in this lease or the Subleases, and is for the purpose of LANDLORD's security only. LANDLORD's acceptance of the above-described assignment of Subleases and rents shall not obligate LANDLORD to assume any obligation under any Sublease, nor shall LANDLORD be liable in any way for any injury or damage to persons on or about the premises. CHAFFEE HOUSING AUTHORITY agrees to indemnify and hold LANDLORD harmless from such premises liability, and from all liability which may be incurred by reason of the assignment of Subleases or Rents.

Assignment by Lessor

Lessor expressly retains the right to assign any or all of its interest under the terms of this lease.

ARTICLE 15
Indemnification

Lessee, at its expense, shall indemnify and defend Lessor, its licensees, servants, agents, employees and contractors, from any loss, damage, claim, liability or expense, (including attorney fees) of any kind, type or description, including without limitation, claims for bodily injury, disease, death, property damage or environmental clean-up arising directly or indirectly out of or in connection with the condition of the Property, the use or misuse thereof by Lessee or licensees, servants, agents, employees or contractors, the failure of Lessee to comply with any covenant of this Lease, or any other event on or relating to the Property, whatever the cause.

ARTICLE 16
LESSEE'S PROPERTY ON PREMISES AT LESSEE'S RISK

All personal property of any kind or description whatsoever upon or in the said premises shall be at the Lessee's sole risk, and the Lessor shall not be liable for any damage either to person or property sustained by the Lessee's, or other persons, particularly by individual members of Lessee, or for damage or loss suffered by the business or occupation of the Lessee due to the building or any part thereof becoming out of repair or arising from any acts or neglect of co-Lessees or other occupants of the building, or of other persons, or from bursting, overflowing or leaking of water, sewer or steam pipes, or from the heating or plumbing fixtures, or from electrical wires, or from gas, or odors, or caused in any other manner whatsoever.

ARTICLE 17
POST-DEFAULT PAYMENTS

No payment of money by the Lessee to the Lessor after the termination of this lease, in any manner, or after the giving of any notice by the Lessor to the Lessee, shall reinstate, continue or extend the terms of this lease or affect any notice given to the Lessee prior to the payment of such money, it being agreed that after the service of notice or the commencement of a suit or after final judgment granting the Lessor possession of said premises, the Lessor may receive and collect any sums of rent due or any other sums of money, whether as rent or otherwise, shall not waive said notice or in any manner affect any pending a suit or any judgment previously obtained.

Proceeds

Proceeds from any fire or casualty policy or policies shall be payable to the Lessor, who shall use such proceeds to make repairs as provided in Article 4.

ARTICLE 18
MISCELLANEOUS

Notice and Addresses

All notices provided to be given under this agreement shall be given by first class mail, addressed to the proper party, at

Lessor: ADDRESS HERE

Lessee: Chaffee Housing Authority
P.O. Box 699
Salida, Colorado 81201

Parties bound

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and also to their assigns when permitted by this agreement.

Applicable Law

This agreement shall be construed under and in accordance with the laws of the **State of Colorado**.

Legal Construction

In case any one or more of the provisions contained in this lease shall for any reason be hold to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Further, the bold-faced headings provided in this Agreement are for convenience in identifying the subject matter and are not to be used in interpreting the intent, meaning or effect of any clause of this agreement. This lease is to be construed to include an explicitly covenant of good faith and fair dealing between parties, each having as their ultimate goal the advancement of cooperative housing.

Sole Agreement of the Parties

This agreement constitutes the entire Agreement between the parties and shall be deemed to supersede and cancel any other agreement between the parties relating to the transactions herein contemplated. Each party acknowledges that no representation, inducement or condition not set forth herein has been made or relied upon by either party.

Amendment

No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

Rights and Remedies Cumulative

The rights and remedies provided by this lease are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

No Waiver of Default

No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this lease shall be deemed to be a waiver of any other of the same or any other term, condition, or covenant contained herein.

Time of Essence

Time is of the essence of this agreement.

Exculpation of Lessor

If Lessor shall convey title to the leased premises pursuant to a sale or exchange of property, the Lessor shall not be liable to Lessee or any immediate or remote assignee or successor of Lessee as to any act or omission from and after such conveyance, except as same may violate the Lease or Purchase Agreement of even date between these two parties. This lease shall be subordinate to all loan agreements connected with this property.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this agreement as of the day and year first above written.

Witness:

Lessor: _____

By:

Its: Date:

Lessee: **CHAFFEE HOUSING AUTHORITY**

By: _____

Its: Date:

SUBLEASE AGREEMENT

This **Sublease Agreement** is made between Chaffee Housing Authority ("CHA"), individually or collectively as the "Sublandord," and _____, as the "Subtenant," together referred to as the "Parties."

The Parties agree that the Subtenant shall lease from the Sublandord a portion of the Sublandlord's interest in the premises located at

_____,
(the "Premises") on the following terms:

1. **SUBLEASE TERM.** The term of the Sublease will be for a period of _____ months, beginning on _____ and ending on _____.
2. **RENT.** Subtenant will pay a total monthly rent of \$ _____. Rent will be payable on the first day of each month directly to the Sublandord.
3. **SECURITY DEPOSIT.** Subtenant will pay \$ _____ to Sublandord as a security deposit. Deductions permitted by Colorado law may be made from the security deposit and the remainder, if any, shall be returned to Subtenant within 21 days of the termination of Subtenant's tenancy. The security deposit may not be used as last month's rent.
4. **TERMINATION NOTICE.** Subtenant's tenancy will terminate on the date specified in Section 1 above, unless Sublandord and Subtenant sign another written agreement prior to the end of tenancy providing for an additional period of tenancy. Subtenant is not responsible for finding a replacement upon the termination of his/her tenancy.
5. **SUBTENANT'S INTEREST IN THE PREMISES.** Subtenant is one of _____ total tenants occupying the Premises (the "Tenants"). Subtenant WILL WILL NOT share a bedroom at the Premises. If Subtenant will share a bedroom, it will be shared with _____. Subtenant may share all of the common

spaces (e.g., living room, dining room, kitchen, bathroom) in the Premises equally with the other Tenants.

6. **OVERNIGHT GUESTS.** The Subtenant DOES DOES NOT need to obtain Sublandlord's permission prior to the stay of any overnight guest(s) for a period longer than one night.
7. **UTILITY CHARGES.** The Subtenant agrees to pay _____% of the Utility Allowances as documented on the "Utility Allowance Schedule" for Area 3 as approved and adopted by the Upper Arkansas Council of Governments each year. **A copy of "Utility Allowance Schedule" is included as an attachment to this sublease agreement.** The monthly utility payment for this sublease will be \$_____, and is due along with the rent payment on the first day of each month directly to the Sublandlord.
8. **HOUSEHOLD CHORES.** The Tenants will divide all household chores as follows:

9. **NOISE LEVEL.** During the hours of _____, the Tenants will maintain a noise level conducive to peaceful habitation throughout the neighborhood.
10. **SMOKING.** (Check one) Smoking IS , IS NOT allowed in the Premises.
11. **ALCOHOL.** (Check one) Alcohol IS , IS NOT allowed in the Premises.
12. **PARKING SPACE.** The Subtenant agrees that s/he IS IS NOT entitled to use a parking space as part of this Colorado Sublease Agreement. The parking space, if any, is located at _____.
13. **MASTER LEASE.** In addition to the provisions of this Colorado Sublease Agreement, the Subtenant agrees to be bound by all the conditions of the lease between Sublandlord and the landlord, _____ (the "Master Lease"). **The Master Lease is attached to this Sublease Agreement for reference.** The terms of the Master Lease are hereby incorporated into this Sublease Agreement. No representation that is not included here or in the Master Lease shall be binding upon the Parties.

14. TERMINATION OF MASTER LEASE. If Sublandlord terminates his/her tenancy in the Premises under the Master Lease, Sublandord will provide thirty (30) days' notice to Subtenant. Subtenant agrees that if the Master Lease is terminated for any reason, this Sublease Agreement will terminate as of the same date.

15. CONDITION OF THE PREMISES. Subtenant acknowledges that s/he has examined the Premises and that they are in good condition except as follows _____

Upon the termination of this Colorado Sublease Agreement for any cause, Subtenant will leave the Premises in their original good condition, except for reasonable wear and tear. Subtenant is responsible for the repair of any damage resulting from the act or neglect of Subtenant or those persons who are invitees of the Subtenant.

16. SUBLEASING AND ASSIGNMENT. Subtenant may not lease, sublease, or assign the Premises without the prior written consent of the Sublandord.

17. COMPLETE AND BINDING AGREEMENT. All preliminary negotiations between the Parties are merged into, and superseded by, the terms of this Sublease. This Sublease will not be enforceable until signed by both Subtenant and Sublandord. Any modification to this Agreement must be in writing, signed by both Sublandord and Subtenant.

18. DISCLOSURES; PROVISIONS

19. REQUIRED DISCLOSURES

LEAD BASED PAINT. For homes built before 1978, Federal Law requires Landlords give Tenant(s) a copy of an EPA-approved pamphlet on identifying and controlling lead-based paint dangers.

20. Summary:

Sublease begins on _____ and ends on _____.

Rental Deposit is \$_____.

Rent is \$_____.

Utility payment is \$_____.

Total of Rent plus Utility Payment is \$_____.

Rent Plus Utility Payments is due on the 1st of every month for the term of this lease, and can be mailed to:

Chaffee Housing Authority

PO Box 699

Salida, Colorado, 81201

Attn: Open Doors

Contact for Chaffee Housign Authority is 719-530-2590.

We, the Undersigned, agree to the above stated terms.

Sublandlord

Signature

Printed Name

Date: _____

Subtenant

Signature

Printed Name

Date: _____

Property Address (and Apartment Number) if applicable: _____

Landlord/Manager Name

Tenant Name

Date of Inspection:

Instructions: Tenant(s) complete(s) this checklist prior to signing a sublease with the Chaffee Housing Authority and review the property and completed checklist with Chaffee Housing Authority staff and mutually agree on the condition of the property upon move-in by signing this form. Tenant and CHA both will keep a copy of signed checklist.

Use the following codes to note the condition of the item on the checklist:

S = Satisfactory; NA = Not Applicable; NC = Needs Cleaning; NP = Needs Painting; NR = Needs Repair; SC = Scratched; RP = Needs Replacing

BE SPECIFIC and DETAILED when filling out the checklist.

LIVING ROOM	Move In	Move Out
Walls & Ceiling		
Door Lock(s) & Hardware		
Window(s) & Screen(s)		
Smoke Alarm		
Fireplace		
Floor & Floor Covering		
Door(s)		
Lighting Fixture(s)		
Window Covering(s)		
Carbon Monoxide Alarm		

Notes on Living Room:

Kitchen	Move In	Move Out
Door(s)		
Window Covering(s)		
Counters		
Refrigerator		
Garbage Disposal		
Floor & Floor Coverings		
Door Lock(s) and Hardware		
Light Fixture(s)		
Stove/Burners, Controls		
Dishwasher		
Fire Extinguisher		
Walls & Ceiling		
Window(s) & Screen(s)		
Cabinets/Inside Drawers		
Oven/Range Hood Inside, Outside, Fan		
Sink(s) & Plumbing		

Notes on Kitchen:

DINING ROOM	Move In	Move Out
Light Fixture(s)		
Other		
Floor & Floor Covering(s)		
Window(s) & Screen(s)		
Walls & Ceiling		
Window Covering(s)		

Notes on Dining Room:

Bathroom #1	Move In	Move Out
Counters & Surfaces		
Sink & Plumbing		
Light Fixture(s)		
Inside Drawers		
Floors & Floor Covering(s)		
Window(s) & Screen(s)		
Bathtub/Shower		
Door(s)		
Walls & Ceilings		
Window Covering(s)		
Toilet		
Door Lock(s) & Hardware(s)		

Notes on Bathroom #1:

Bathroom #2	Move In	Move Out
Counters & Surfaces		
Sink & Plumbing		
Light Fixture(s)		
Inside Drawers		
Floor & Floor Covering(s)		
Window(s) & Screen(s)		
Bathtub/Shower		
Door(s)		
Walls & Ceiling		
Window Covering(s)		
Toilet		
Door Lock(s) & Hardware(s)		

Notes on Bathroom #2:

Bedroom #1		
Window(s) & Screen(s)		
Lighting Fixture(s)		
Door Lock(s) & Hardware		
Floor & Floor Covering(s)		
Window Covering(s)		
Smoke Alarm		
Walls & Ceiling		
Closet(s), including Doors & Tracks		
Door(s)		

Notes on Bedroom #1:

Bedroom #2	Move In	Move Out
Window(s) & Screen(s)		
Lighting Fixture(s)		
Door Lock(s) & Hardware		
Floor & Floor Covering(s)		
Window Covering(s)		
Smoke Alarm		
Walls & Ceiling		
Closet(s), including Doors & Tracks		
Door(s)		

Notes on Bedroom #2:

Bedroom #3	Move In	Move Out
Window(s) & Screen(s)		
Lighting Fixture(s)		
Door Lock(s) & Hardware		
Floor & Floor Covering(s)		
Window Covering(s)		
Smoke Alarm		
Walls & Ceiling		
Closet(s), including Doors & Tracks		
Door(s)		

Notes on Bedroom #3:

Other	Move In	Move Out
Heating System		
Air Conditioning		
Stair(s)		
Hallway(s)		
Lawn(s) & Garden(s)		
Patio, Terrace, Deck, etc		
Parking Area(s)		
Front/Back Porch		
Other		
Other		
Other		

of Keys Received:

- Door _____
- Laundry _____
- Mailbox _____
- Garage _____

• Tenants acknowledge that all smoke alarms, carbon monoxide alarms, and fire extinguishers were tested in their presence and found to be in working order, and that the testing procedure was explained to them. Tenants agree to test all detectors at least once a month and to report any problems to Landlord/Manager in writing.

Comments:

MOVE-IN INSPECTION DATE :

CHA Signature:

Tenant Signature:

MOVE-OUT INSPECTION DATE :

CHA Signature:

Tenant Signature:

DRAFT

Utility Allowance Schedule-Area 3

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval
No. 25577-0169
exp.7/31/2022

See Public Reporting and Instructions on back.

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

		January 1, 2022				
Locality: Alamosa, Archuleta, Chaffee, Clear Creek, Conejos, Costilla, Eagle, Garfield East, Gilpin, Gunnison, Jackson, Lake, Larimer (Estes Park), Mineral, Moffat, Pitkin, Rio Grande, Routt, Saguache, Summit - Colorado Colorado Department of Local Affairs - Division of Housing - CO		Unit Type: Multi-Family (Apartment)				
Utility or Service:	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Monthly Dollar Allowances						
Heating						
a. Natural Gas	\$25.00	\$29.00	\$35.00	\$40.00	\$45.00	
b. Bottle Gas/Propane	\$80.00	\$94.00	\$114.00	\$132.00	\$148.00	
c. Electric	\$24.00	\$28.00	\$39.00	\$49.00	\$60.00	
e. Oil						
Cooking						
a. Natural Gas	\$2.00	\$2.00	\$3.00	\$4.00	\$5.00	
b. Bottle Gas/Propane	\$6.00	\$6.00	\$10.00	\$14.00	\$18.00	
c. Electric	\$4.00	\$4.00	\$6.00	\$8.00	\$10.00	
Other Electric & Cooling						
Other Electric (Lights & Appliances)	\$14.00	\$16.00	\$23.00	\$29.00	\$35.00	
Water Heating						
a. Natural Gas	\$5.00	\$6.00	\$9.00	\$11.00	\$14.00	
b. Bottle Gas/Propane	\$18.00	\$20.00	\$28.00	\$38.00	\$46.00	
c. Electric	\$11.00	\$13.00	\$16.00	\$20.00	\$23.00	
d. Oil						
Water, Sewer, Trash Collection						
Water	\$23.00	\$23.00	\$28.00	\$33.00	\$38.00	
Sewer	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00	
Trash Collection	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	
Tenant-supplied Appliances						
Range / Microwave Tenant-supplied	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	
Refrigerator Tenant-supplied	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	
Other--specify: Monthly Charges						
Electric Charge \$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	
Natural Gas Charge \$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	
Actual Family Allowances		Utility or Service		per month cost		
To be used by the family to compute allowance. Complete below for the actual unit rented.		Heating		\$		
		Cooking		\$		
Name of Family		Other Electric		\$		
		Air Conditioning		\$		
		Water Heating		\$		
		Water		\$		
		Sewer		\$		
Address of Unit		Trash Collection		\$		
		Range / Microwave		\$		
		Refrigerator		\$		
		Other		\$		
		Other		\$		
Number of Bedrooms		Other		\$		
		Total		\$		



Utility Allowance Schedule-Area 3

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval
No. 25577-0169
exp.7/31/2022

See Public Reporting and Instructions on back.

The following allowances are used to determine the total cost of tenant furnished utilities and appliances.

January 1, 2022

Locality: Alamosa, Archuleta, Chaffee, Clear Creek, Conejos, Costilla, Eagle, Garfield East, Gilpin, Gunnison, Jackson, Lake, Larimer (Estes Park), Mineral, Moffat, Pitkin, Rio Grande, Routt, Saguache, Summit - Colorado Colorado Department of Local Affairs - Division of Housing - CO	Unit Type: Single-Family (Detached House) (includes: townhomes, duplexes, rowhomes, and manufactured homes)
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Utility or Service:	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Monthly Dollar Allowances						

Heating

a. Natural Gas		\$41.00	\$49.00	\$57.00	\$65.00	\$72.00
b. Bottle Gas/Propane		\$136.00	\$162.00	\$186.00	\$212.00	\$236.00
c. Electric		\$68.00	\$80.00	\$92.00	\$105.00	\$117.00
e. Oil						

Cooking

a. Natural Gas		\$2.00	\$3.00	\$4.00	\$5.00	\$6.00
b. Bottle Gas/Propane		\$6.00	\$10.00	\$14.00	\$18.00	\$20.00
c. Electric		\$4.00	\$6.00	\$8.00	\$10.00	\$12.00

Other Electric & Cooling

Other Electric (Lights & Appliances)		\$24.00	\$33.00	\$43.00	\$52.00	\$61.00
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Water Heating

a. Natural Gas		\$7.00	\$11.00	\$14.00	\$17.00	\$21.00
b. Bottle Gas/Propane		\$24.00	\$34.00	\$46.00	\$56.00	\$68.00
c. Electric		\$16.00	\$20.00	\$24.00	\$29.00	\$33.00
d. Oil						

Water, Sewer, Trash Collection

Water		\$23.00	\$28.00	\$33.00	\$38.00	\$43.00
Sewer		\$23.00	\$23.00	\$23.00	\$23.00	\$23.00
Trash Collection		\$15.00	\$15.00	\$15.00	\$15.00	\$15.00

Tenant-supplied Appliances

Range / Microwave Tenant-supplied		\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator Tenant-supplied		\$12.00	\$12.00	\$12.00	\$12.00	\$12.00

Other--specify: Monthly Charges

Natural Gas Charge \$13.00		\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
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Actual Family Allowances	Utility or Service	per month cost
To be used by the family to compute allowance. Complete below for the actual unit rented.	Heating	\$
	Cooking	\$
	Other Electric	\$
	Air Conditioning	\$
	Water Heating	\$
Name of Family	Water	\$
	Sewer	\$
	Trash Collection	\$
	Range / Microwave	\$
	Refrigerator	\$
	Other	\$
Address of Unit	Other	\$
	Total	\$
Number of Bedrooms		



The Nelrod Company 7/2021 Update

adapted from form HUD-52667 (7/2019)