



# CITY COUNCIL REGULAR MEETING

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

March 07, 2023 - 6:00 PM

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## AGENDA

Please register for Regular City Council Meeting

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

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

To watch live

meetings: [https://c.streamhoster.com/embed/media/W6sdC9/xAllQfSsmmO/vpfQhcsApYv\\_5?preview=1](https://c.streamhoster.com/embed/media/W6sdC9/xAllQfSsmmO/vpfQhcsApYv_5?preview=1)

### CALL TO ORDER

**Pledge of Allegiance**

**Roll Call**

**Civility Invocation**

1. Civility Invocation

### CONSENT AGENDA

2. Approve Agenda

3. Approve February 21, 2023 Minutes

4. Award 2023 Concrete Maintenance Project

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

### PROCLAMATIONS

5. Women's History Month

### LIQUOR LICENSING AUTHORITY

6. Change of Location Request for Baubles and Bottles LLC dba Riveting Experience Jewelry, Liquor License 03-11949

### UNFINISHED BUSINESS / ACTION ITEMS

7. **Ordinance 2023-04** AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO, ADOPTING THE PLASTIC POLLUTION REDUCTION ACT AND ESTABLISHING PENALTIES FOR VIOLATING THE ACT, **FINAL READING AND PUBLIC HEARING**

8. **Ordinance 2023-05** AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO, REGARDING SMALL CELL FACILITIES TO ESTABLISH A PROCEDURE FOR THE APPLICATION, REVIEW, AND SITING OF SMALL CELL FACILITIES - **CONTINUE to May 2, 2023**

*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.*

**NEW BUSINESS / ACTION ITEMS**

- [9.](#) **Resolution 2023-11** A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, ADOPTING A MEMORIAL AND DONATION PROCEDURE FOR ACCEPTING, PLACING, AND REMOVING DONATIONS AND MEMORIALS IN CITY PARKS, OPEN SPACES, AND TRAILS
- [10.](#) **Resolution 2023-12** A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING THE SUBDIVISION IMPROVEMENT AND INCLUSIONARY HOUSING AGREEMENT FOR THE 505 OAK STREET PLANNED DEVELOPMENT AND MAJOR SUBDIVISION

**COUNCILORS, MAYOR AND CITY TREASURER REPORTS**

**Council Reports**

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

**Mayor Report**

**Treasurer Report**

**Attorney Report**

**Staff Reports**

**ADJOURN**



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City Clerk | Deputy City Clerk

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Mayor Dan Shore



### **CIVILITY INVOCATION**

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

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



# CITY COUNCIL REGULAR MEETING

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

February 21, 2023 - 6:00 PM

## MINUTES

### CALL TO ORDER

#### Pledge of Allegiance

#### Roll Call

#### PRESENT

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

#### Civility Invocation

### CONSENT AGENDA

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

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

#### THE MOTION PASSED.

- Approve Agenda
- Approve February 7, 2023 Minutes
- Approve Enduro Special Event
- Approve Monarch Racing Team Special Event

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

Cory Riggs spoke during Public Comment.

### LIQUOR LICENSING AUTHORITY

Liquor License Hearing for Riveting Experience Jewelry - Continued

Council Member Kasper moved to continue the Liquor License Public Hearing until March 7, 2023, Seconded by Council Member Templeton.

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

#### THE MOTION PASSED.

*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.*



**UNFINISHED BUSINESS / ACTION ITEMS**

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

Mayor Shore opened the Public Hearing. Public Works Director David Lady presented the Ordinance.

Hearing no comment, Shore closed the Public Hearing.

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

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

THE MOTION PASSED.

**NEW BUSINESS / ACTION ITEMS**

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

Council Member Kasper moved to approve the Resolution and set a Public Hearing for April 4, 2023, Seconded by Council Member Pappenfort.

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

THE MOTION PASSED.

**Resolution 2023-10** A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING THE SUBDIVISION IMPROVEMENTS AND INCLUSIONARY HOUSING AGREEMENT FOR THE SALIDA CROSSINGS PLANNED DEVELOPMENT AND MAJOR SUBDIVISION

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

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

THE MOTION PASSED.

**Ordinance 2023-04** AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO, ADOPTING THE PLASTIC POLLUTION REDUCTION ACT AND ESTABLISHING PENALTIES FOR VIOLATING THE ACT, **FIRST READING AND SETTING A PUBLIC HEARING**

Council Member Critelli moved to approve the Ordinance on first reading and set a Public Hearing for March 7, 2023, Seconded by Council Member Kasper.

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

THE MOTION PASSED.

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

Council returned to the Ordinance.

Council Member Templeton moved to approve and amend the ordinance by replacing the penalty section with "warning for a first offense; a fine of \$500.00 for a second offense within two years of the first offense; and a fine of \$1,000.00 for a third or subsequent offense within three years of the first offense", Seconded by Council Member Pappenfort.

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

THE AMENDED ORDINANCE PASSED.

**Ordinance 2023-05** A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO AMENDING THE 2023 FEE SCHEDULES TO ADOPT THE PRESUMPTIVELY VALID SMALL CELL FACILITY FEE SCHEDULE, **FIRST READING AND SETTING A PUBLIC HEARING**

Council Member Pappenfort moved to approve the Ordinance on first reading and set a Public Hearing for March 7, 2023, Seconded by Council Member Templeton.

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

THE MOTION PASSED.

**Resolution 2023-09** A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING AN AMENDMENT TO THE DEVELOPMENT IMPROVEMENT; SUBDIVISION IMPROVEMENT; AND INCLUSIONARY HOUSING AGREEMENT FOR THE HOLMAN COURT PLANNED DEVELOPMENT AND MAJOR SUBDIVISION

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

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

THE MOTION PASSED.

## **COUNCILORS, MAYOR AND CITY TREASURER REPORTS**

Reports were given.

## **ADJOURN**

Adjourned at 7:00 p.m.



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City Clerk | Deputy City Clerk

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Mayor Dan Shore



# CITY COUNCIL ACTION FORM

<b>DEPARTMENT</b> Public Works	<b>PRESENTED BY</b> David Lady - Public Works Director	<b>DATE</b> March 7, 2023
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## ITEM

Council Action – Award 2023 Concrete Maintenance Project

Consent Agenda

## BACKGROUND

The City of Salida right-of-ways have concrete infrastructure consisting of curb and gutter, ADA ramps/crosswalk, cross pans, and sidewalks. Public Works staff have surveyed defective sections of concrete and 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 with significant improvements completed the past several years. Work area are shown on the attached exhibit.

The project was advertised, and bids were received on February 14, 2023 as follows:

Bidder	Total	Business Location / Local Preference	Percent Above Low Bid
Jarcco Construction, Inc.	\$224,975.56	(Out of County) – 0%	Low Bid
Avalanche Excavating, Inc.	\$241,853.20	Salida – 5.0%	7.5%

\*The total reflects the summation of the individual unit price line items for construction.

Jarcco Construction successfully completed prior concrete maintenance work for the City of Salida.

## FISCAL NOTE

The 2023 budget for concrete maintenance is as follows:

- \$40,000 (31-30-6002)            Crosswalks
- \$50,000 (31-30-6014)        Curb, Gutter, and Drainage
- \$150,000 (31-30-6009)      Sidewalk Improvements
- \$319,000 (31-30-6020)      Street Reconstruction (remaining budget following award of 2023 Street Recon. Proj)

CONSTRUCTION CONTRACT	\$	224,975.56
CONTINGENCY (10%) + ADDITIONAL WORK	\$	72,024.44
CONSTRUCTION MANAGEMENT	\$	In-House
QA MATERIALS TESTING (~2%)	\$	3,000.00
<b>TOTAL PROJECT BUDGET</b>	<b>\$</b>	<b>300,000.00</b>



# CITY COUNCIL ACTION FORM

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

The project is within the street fund itemized budget. Additional work locations have been identified and are included on the attached exhibit and project budget. This work will be completed under the bid unit prices. A budget amendment is not anticipated.

## **STAFF RECOMMENDATION**

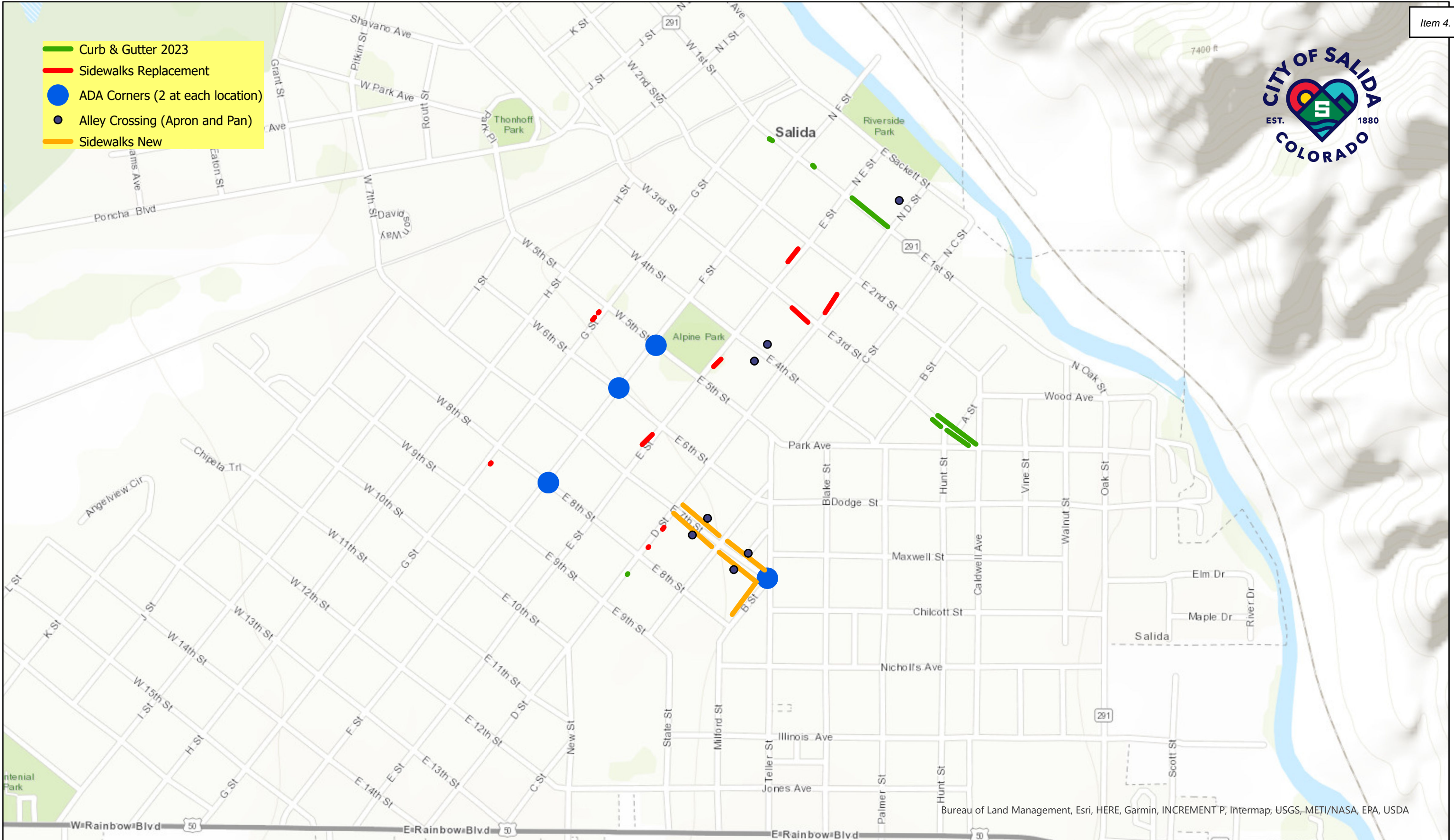
Award a construction contract for the 2023 Concrete Maintenance Project and authorizing the City Administrator to enter into a Construction Agreement between the City and Jarcco Construction, Inc. in the amount of \$224,975.56.00 with a total project budget of \$300,000.00.

## **SUGGESTED MOTION**

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



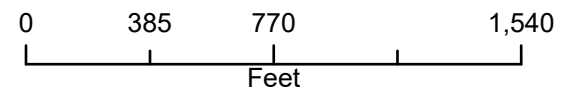
- Curb & Gutter 2023
- Sidewalks Replacement
- ADA Corners (2 at each location)
- Alley Crossing (Apron and Pan)
- Sidewalks New



Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, Intermap, USGS, METI/NASA, EPA, USDA



# Concrete Rehab Project 2023



## Proclamation

## Celebrating March 2023 as Women's History Month

**Whereas**, women have played and continue to play critical economic, cultural and social roles in our county, state and community by constituting a significant portion of the labor force working inside and outside the home; and

**Whereas**, women have played a unique role throughout history by providing the majority of the volunteer labor force for our country, establishing early charitable, philanthropic and cultural institutions; and

**Whereas** every March Women's History Month provides and opportunity to honor the generations of trailblazing women and girls who have built our nation, shaped our progress, and, despite hardships, exclusion and discrimination strive and sacrifice for equity and equality in communities across our country; and

**Whereas**, women continue to achieve monumental labor reforms to help all workers and lead groundbreaking civil rights movements for social justice and freedom so everyone can realize the full promise of America; and

**Whereas**, currently there are women serving locally in leadership positions, inspiring the continued work in advancing the rights, opportunities and full participation of women and girls of all backgrounds; and

**Whereas**, women have served our country courageously in the military; and

**Whereas**, March 8, 2023 is International Women's Day and celebrates the collective power of women, pays tribute to their achievements and recognizes the remaining challenges to further efforts for women's rights in gender equality, encouraging and mobilizing all people to contribute for positive change.

**Now, therefore, the Salida City County does hereby proclaim and declare** the month of March as Women's History Month in Salida, Colorado and further encourages all Solidans to observe this month with appropriate programs, ceremonies and activities.

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Dan Shore, Mayor

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Date





# CITY COUNCIL ACTION FORM

<b>DEPARTMENT</b> City Clerk	<b>PRESENTED BY</b> Erin Kelley - City Clerk	<b>DATE</b> March 7, 2023
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## **ITEM**

Baubles and Bottles LLC dba Riveting Experience Jewelry, Liquor License 03-11949 Change of Location Request.

## **BACKGROUND**

A Change of Location Liquor application was received on January 10, 2023. Riveting Experience Jewelry has requested to change locations from 121 N F Street to 109 North F Street, Unit B and a hearing was scheduled and noticed for the February 21<sup>st</sup> meeting. The original application had the incorrect unit listed, therefore the hearing was rescheduled for March 7<sup>th</sup> and a new notice was published in the paper. The current licensed address was physically posted as well as the new location each time. They have passed a fire and police inspection for the new location. State and local payments have been submitted.

## **FISCAL NOTE**

## **STAFF RECOMMENDATION**

Staff recommend approving Baubles and Bottles LLC dba Riveting Experience Jewelry, LL 03-11949, request to change their liquor licensed location.

## **SUGGESTED MOTION**

Following a public hearing on the matter, a Licensing Authority member should make a motion to approve a change of location for Baubles and Bottles LLC dba Riveting Experience from 121 N F Street to 109 N F Street, Unit B, followed by a second and a roll call vote.



## Permit Application and Report of Changes

**All Answers Must Be Printed in Black Ink or Typewritten**

1. Applicant is a <input type="checkbox"/> Corporation ..... <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Partnership ..... <input checked="" type="checkbox"/> Limited Liability Company		License Number <b>03-11949</b>	
2. Name of Licensee <b>Baubles and Bottles LLC</b>		3. Trade Name of Establishment (DBA) <b>Riveting Experience Jewelry</b>	
4. Address of Premises (specify exact location of premises) <b>121 North F Street</b>		5. Business Email Address <b>rivetingexperiencejewelry@gmail.com</b>	
City <b>Salida</b>	County <b>Chaffee</b>	State <b>CO</b>	ZIP <b>81201</b>
		Business Phone Number <b>719-530-3032</b>	

**SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.**

Section A – Manager Reg/Change	Section C						
<input type="checkbox"/> Manager's Registration (Hotel & Restr.) ..... \$30.00 <input type="checkbox"/> Manager's Registration (Tavern) ..... \$30.00 <input type="checkbox"/> Manager's Registration (Lodging & Entertainment) ..... \$30.00 <input type="checkbox"/> Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.) NO FEE  <i>Please note that Manager's Registration for Hotel &amp; Restaurant, Lodging &amp; Entertainment, and Tavern licenses requires a local fee with submission to the local licensing authority as well. Please reach out to local licensing authorities directly regarding local processing and fees.</i>	<input type="checkbox"/> Retail Warehouse Storage Permit (ea) ..... \$100.00 <input type="checkbox"/> Wholesale Branch House Permit (ea) ..... \$100.00 <input type="checkbox"/> Change Corp. or Trade Name Permit (ea) ..... \$50.00 <input checked="" type="checkbox"/> Change Location Permit (ea) ..... \$150.00 <input type="checkbox"/> Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change ..... \$150.00 <input type="checkbox"/> Change, Alter or Modify Premises <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">\$150.00 x</td> <td>Total Fee:</td> </tr> </table> <input type="checkbox"/> Addition of Optional Premises to Existing H/R <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">\$100.00 x</td> <td>Total Fee:</td> </tr> </table> <input type="checkbox"/> Addition of Related Facility to an Existing Resort or Campus Liquor Complex <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">\$160.00 x</td> <td>Total Fee:</td> </tr> </table> <input type="checkbox"/> Campus Liquor Complex Designation ..... No Fee <input type="checkbox"/> Sidewalk Service Area ..... \$75.00	\$150.00 x	Total Fee:	\$100.00 x	Total Fee:	\$160.00 x	Total Fee:
\$150.00 x	Total Fee:						
\$100.00 x	Total Fee:						
\$160.00 x	Total Fee:						
Section B – Duplicate License							
<input type="checkbox"/> Duplicate License ..... \$50.00							

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

Date License Issued	License Account Number	Period
The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.		<b>TOTAL AMOUNT DUE</b> \$ ..... <b>.00</b>

Storage Permit

5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit

□ Retail Warehouse Permit for:

- On-Premises Licensee (Taverns, Restaurants etc.)
- Off-Premises Licensee (Liquor stores)

□ Wholesalers Branch House Permit

Address of storage premise: \_\_\_\_\_

City \_\_\_\_\_, County \_\_\_\_\_ ZIP \_\_\_\_\_

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

Attach a detailed diagram of the storage premises.

Change Trade Name or Corporate Name

6. Change of Trade Name or Corporation Name

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

Old Trade Name	New Trade Name
Old Corporate Name	New Corporate Name

Change of Location

7. Change of Location

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

Date filed with Local Authority 11/01/23 Date of Hearing 2/21/25 <sup>317123</sup> EK

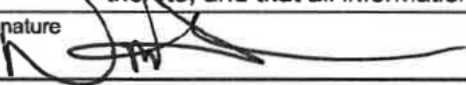
(a) Address of current premises 121 North F Street  
City Salida County Chaffee ZIP 81201

(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)  
Address 109 North F Street unit ~~A~~ B EK  
City Salida County Chaffee ZIP 81201

(c) New mailing address if applicable.  
Address 109 North F Street unit A B EK  
City Salida County Chaffee State CO ZIP 81201

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

<b>Campus Liquor Complex Designation</b>	<p><b>11. Campus Liquor Complex Designation</b></p> <p>An institution of higher education or a person who contracts with the institution to provide food services</p> <p>(a) I wish to designate my existing _____ Liquor License # _____ to a Campus Liquor Complex ..... <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<b>Additional Related Facility</b>	<p><b>12. Additional Related Facility</b></p> <p>To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises.</p> <p>(a) Address of Related Facility _____</p> <p>(b) Outlined diagram provided ..... <input type="checkbox"/> Yes <input type="checkbox"/> No</p>

<b>Oath of Applicant</b>		
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge		
Signature 	Print name and Title CEO	Date 1/10/23
<b>Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)</b>		
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended. <b>Therefore, This Application is Approved.</b>		
Local Licensing Authority (City or County) City of Salida		Date filed with Local Authority 1/10/23
Signature	Title Administrator	Date
<b>Report of STATE Licensing Authority</b>		
The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.		
Signature	Title	Date

**PUBLIC NOTICE**

**Notice is hereby given that an application has been presented to the City of Salida Local Liquor Licensing Authority for a Change of Location for the Lodging and Entertainment License at 121 N F Street, Baubles and Bottles LLC dba Riveting to 109 N F Street, Unit A.**

**A hearing on the application received January 10, 2023 will be held before the Local Licensing Authority of the City of Salida, Colorado at the hour of 6:00 p.m., or as soon thereafter as may be heard, on Tuesday, February 21, 2023 in the City Council Chambers, 448 East 1st Street, Salida, Colorado. At said time and place, any interested persons may appear to be heard for or against the granting of said license.**

LIQUOR LICENSING AUTHORITY

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Erin Kelley, City Clerk

Published in The Mountain Mail January 13, 2023

**PUBLIC NOTICE**

**Notice is hereby given that an application has been presented to the City of Salida Local Liquor Licensing Authority for a Change of Location for the Lodging and Entertainment License at 121 N F Street, Baubles and Bottles LLC dba Riveting to 109 N F Street, Unit B.**

**A hearing on the application received January 10, 2023 will be held before the Local Licensing Authority of the City of Salida, Colorado at the hour of 6:00 p.m., or as soon thereafter as may be heard, on Tuesday, February 21, 2023 in the City Council Chambers, 448 East 1st Street, Salida, Colorado. At said time and place, any interested persons may appear to be heard for or against the granting of said license.**

LIQUOR LICENSING AUTHORITY

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Erin Kelley, City Clerk

Published in The Mountain Mail February 14, 2023



# NOTICE

## PURSUANT TO THE LIQUOR LAWS OF COLORADO

Boulders and Bottles LLC dba

Riveting Experience, LL 03-11949 at

121 N F Street

**HAS REQUESTED THE LICENSING  
OFFICIALS OF City of Salida  
TO change liquor location  
LICENSE AT: 121 N F Street**

TO 109 N F Street unit ~~A~~ B

**HEARING ON APPLICATION TO BE HELD AT:**

Touber Building 448 E 1st Street  
Room 190

**TIME AND DATE:** 3/7/23  
~~2/21/23~~

**DATE OF APPLICATION:** January 10, 2023

**BY ORDER OF:** City Council

**OFFICERS:** City Council

448 E 1st Street, Suite 112

Attn. City Clerk

Salida, CO 81201

ADDRESS OF THE PLACE AT WHICH PETITIONS OR REMONSTRANCES MAY BE FILED

\*Liquor and Beer License Hearing Sign\*

\* INSERT "GRANT", "RENEW", OR "TRANSFER OWNERSHIP OF"

16A103 BUSINESS INK



**RESIDENTIAL LEASE AGREEMENT**

THIS LEASE (the "Lease") dated this 6th day of January, 2023 BETWEEN:

**V & R Properties**

(the "Landlord")

- AND -

**Baubles and Bottles LLC**

(the "Tenant")

(individually the "Party" and collectively the "Parties")

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

**Leased Property**

1. The Landlord agrees to rent to the Tenant the condo, municipally described as 109 North F Street Unit B, Salida, Colorado 81201 (the "Property"), for use as retail location.
2. Subject to the provisions of this Lease, apart from the Tenant and the Tenant's immediate family members, no other persons will live in the Property. N/A
3. No guests of the Tenants may occupy the Property for longer than one week without the prior written consent of the Landlord. N/A
4. No animals are allowed to be kept in or about the Property without the revocable written permission of the Landlord.

16. During the term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:
- a. repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
  - b. repainting required to repair the results of any other improper use or excessive damage by the Tenant;
  - c. unplugging toilets, sinks and drains;
  - d. replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
  - e. repairing cuts, burns, or water damage to linoleum, rugs, and other areas;
  - f. any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;
  - g. the cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Property or building;
  - h. repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls;
  - i. any other purpose allowed under this Lease or the Act.

For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord.

17. The Tenant may not use the Security Deposit as payment for the Rent.
18. Within the time period required by the Act and after the termination of this tenancy, the Landlord will deliver or mail the Security Deposit less any proper deductions or with further demand for payment to: \_\_\_\_\_ N/A \_\_\_\_\_, or at such other place as the Tenant may advise.

## Inspections

19. At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Property to make inspections or repairs, or to show the Property to prospective tenants or purchasers in compliance with the Act.



5. Parking space is not provided under the terms of this Lease and no vehicle may park on or about the Property.
6. The Tenant and members of Tenant's household will not smoke anywhere in the Property nor permit any guests or visitors to smoke in the Property.

## Term

7. The term of the Lease commences at 12:00 noon on March 1, 2023 and ends at 12:00 noon on March 1, 2026.
8. If after the expiration of the term of this Lease, the Tenant will remain in possession of the Property only with an express written agreement with the Landlord.
9. Any notice to terminate this tenancy must comply with the applicable legislation of the State of Colorado (the "Act").

## Rent

10. Subject to the provisions of this Lease, the rent for the Property is [REDACTED] per month.
11. The Tenant will pay the Rent on the 1st of each and every month or before the fifth of each and every month of the term of this Lease to the Landlord at 400 Poncha Blvd, Salida, Colorado 81201 or at such other place as the Landlord may later designate by cash, check, or bank transfer.
12. The Tenant will be charged an additional amount of Rent paid after the 5th of each month with be charged an additional [REDACTED]

## Security Deposit

13. On execution of this Lease, the Tenant will pay the Landlord a security deposit of [REDACTED] the "Security Deposit").
14. The Landlord will hold the Security Deposit at an interest bearing account solely devoted to security deposits at [REDACTED] located at Salida, CO. N/A
15. The Landlord will return the Security Deposit at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear nor for any deduction prohibited by the Act. N/A

## Severability

25. If there is a conflict between any provision of this Lease and the Act, the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
26. The invalidity or unenforceability of any provisions of this Lease will not affect the validity or enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

## Amendment of Lease

27. This Lease may only be amended or modified by a written document executed by the Parties.

## Assignment and Subletting

28. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

## Additional Clause

29. None

## Damage to Property

30. If the Property should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.

## Maintenance

31. The Tenant will, at its sole expense, keep and maintain the Property and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.
32. Major maintenance and repair of the Property not due to the Tenant's misuse, waste, or neglect or that of the Tenant's employee, family, agent, or visitor, will be the responsibility of the Landlord or the Landlord's assigns.

## Tenant Improvements

20. The Tenant will obtain written permission from the Landlord before doing any of the following:
- a. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;
  - b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Property;
  - c. removing or adding walls, or performing any structural alterations;
  - d. installing a waterbed(s);
  - e. changing the amount of heat or power normally used on the Property as well as installing additional electrical wiring or heating units;
  - f. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Property any placard, notice or sign for advertising or any other purpose; or
  - g. affixing to or erecting upon or near the Property any radio or TV antenna or tower.

## Utilities and Other Charges

21. The Tenant is responsible for the payment of all utilities, except for water and sewer, in relation to the Property.

## Insurance

22. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.

## Attorney Fees

23. In the event that any action is filed in relation to this Lease, the unsuccessful Party in the action will pay to the successful Party, in addition to all the sums that either Party may be called on to pay, a reasonable sum for the successful Party's attorney fees.

## Governing Law

24. This Lease will be construed in accordance with and exclusively governed by the laws of the State of Colorado.

42. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:
- a. Name: V & R Properties.
  - b. Address: 400 Poncha Blvd Salida, Colorado 81201.

The contact information for the Landlord is:

- c. Phone: 720 933 6933.
- d. Email address: brett@InspiredBikeTrails.com.

## General Provisions

43. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
44. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
45. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party. All covenants are to be construed as conditions of this Lease.
46. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
47. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
48. Locks may not be added or changed without the prior written agreement of both Parties, or unless the changes are made in compliance with the Act.
49. The Tenant will be charged an additional amount of [REDACTED] for each N.S.F. check or checks returned by the Tenant's financial institution.
50. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
51. This Lease may be executed in counterparts. digital signatures are binding and are considered to be original signatures.

33. The Tenant will also perform the following maintenance in respect to the Property: Snow must be removed from the front sidewalk per local laws.

### Care and Use of Property

34. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.
35. The Tenant will not engage in any illegal trade or activity on or about the Property.
36. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.
37. The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. The Tenant will promptly notify the Landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by the Tenant. The Landlord will promptly respond to any such written notices from the Tenant.
38. If the Tenant is absent from the Property and the Property is unoccupied for a period of 3 consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of the person doing the inspections.
39. At the expiration of the term of this Lease, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted.

### Rules and Regulations

40. The Tenant will obey all rules and regulations of the Landlord, and any applicable condominium association rules and regulations, regarding the Property.

### Address for Notice

41. For any matter relating to this tenancy, the Tenant may be contacted at the Property or through the phone number below:
  - a. Name: Nicole and Harry Hansen
  - b. Phone: 719 539 5499 and 719 221 0938

# Lead-Based Paint Disclosure

Property: 109 North F Street Unit B, Salida, Colorado 81201

Landlord: V & R Properties

Tenant: Baubles and Bottles LLC

## Landlord's Disclosure

The Landlord CERTIFIES THAT:

1. The Landlord has NO knowledge of any lead-based paint and/or lead-based paint hazards in or about the Property.
2. The Landlord has NO records or reports relating to lead-based paint and/or lead-based paint hazards in or about the Property.

Landlord: V & R Properties



Date: 6th day of January, 2023

Brett Vogel

Managing Member

## Tenant's Disclosure

The Tenant ACKNOWLEDGES receipt of:

- i. the information contained in the above Landlord's Disclosure including the above-mentioned reports and records; and
- ii. the pamphlet *Protect Your Family from Lead in Your Home* (EPA-747-K-99-001) or an equivalent pamphlet that has been approved for use in the state by the Environmental Protection Agency.

- 52. This Lease constitutes the entire agreement between the Parties.
- 53. During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Property.
- 54. Time is of the essence in this Lease.

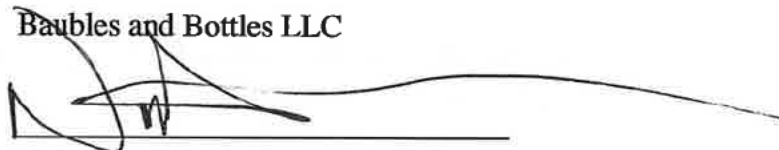
IN WITNESS WHEREOF Baubles and Bottles LLC and V & R Properties have duly affixed their signatures on this 6th day of January, 2023.

V & R Properties

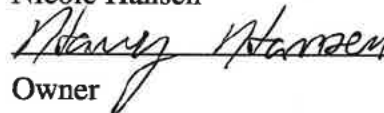


Brett Vogel  
Managing Member

Baubles and Bottles LLC

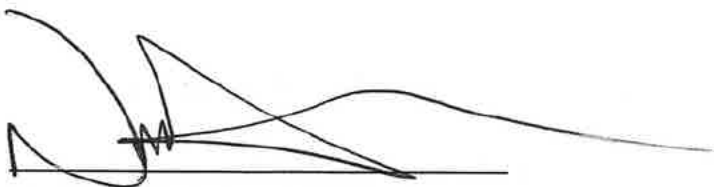


Owner  
Nicole Hansen



Owner  
Harry Hansen

The Tenant acknowledges receiving a duplicate copy of this Lease signed by the Tenant and the Landlord on the 6th day of January , 2023.



Baubles and Bottles LLC/Nicole Hansen



Baubles and Bottles LLC/Harry Hansen

# Asbestos Disclosure

Property: 109 North F Street Unit B, Salida, Colorado 81201

Landlord: V & R Properties

Tenant: Baubles and Bottles LLC

## Landlord's Disclosure

The Landlord CERTIFIES THAT:

1. The Landlord has investigated and there is no asbestos in or about the Property.
2. The Landlord has NO records or reports with respect to asbestos in or about the Property.

Landlord: V & R Properties

Date: 6th day of January, 2023

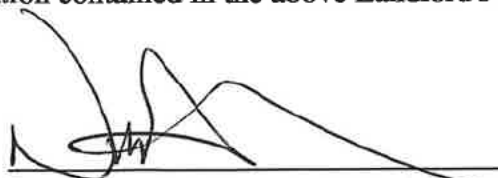


Brett Vogel  
Managing Member

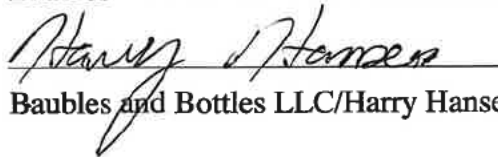
## Tenant's Disclosure

The Tenant ACKNOWLEDGES receipt of the information contained in the above Landlord's Disclosure including any reports and records.

Date: 6th day of January, 2023



Baubles and Bottles LLC/Nicole Hansen



Baubles and Bottles LLC/Harry Hansen



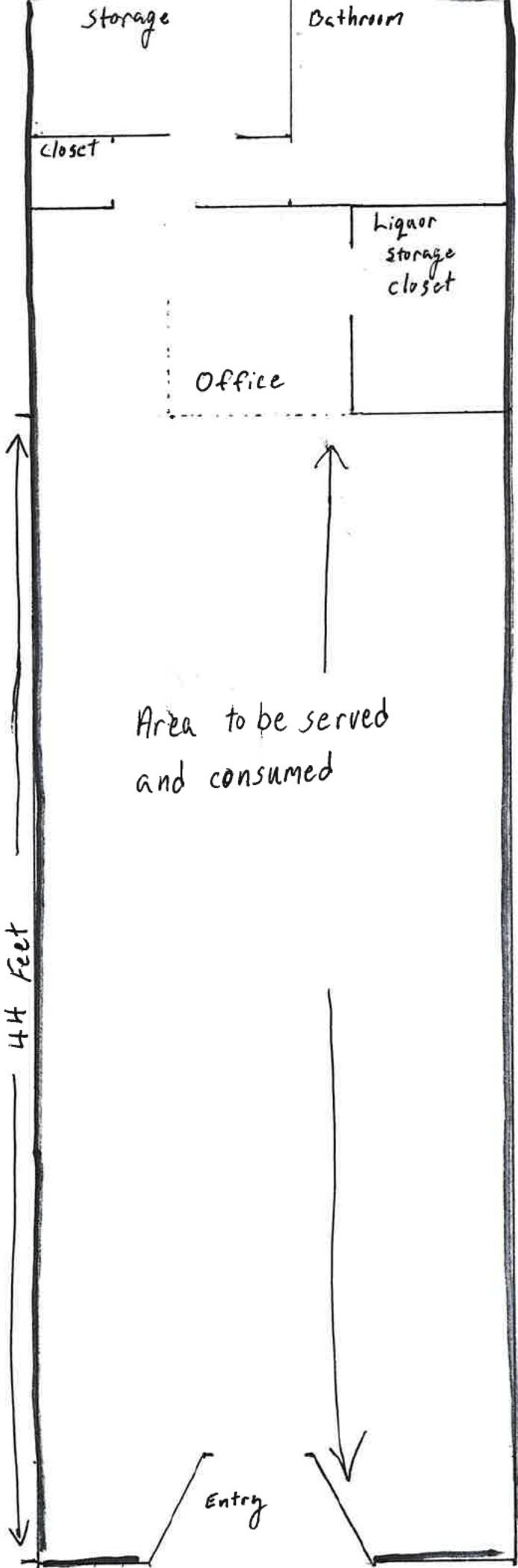
Date: 6th day of January, 2023



Baubles and Bottles LLC/Nicole Hansen



Baubles and Bottles LLC/Harry Hansen



Total Dimensions  
17'6" wide  
62'6" Deep

Riveting Experience  
109 N F St Unit B



# CITY COUNCIL ACTION FORM

<b>DEPARTMENT</b> City Attorney	<b>PRESENTED BY</b> Nina P. Williams - City Attorney	<b>DATE</b> March 7, 2023
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## ITEM

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

## BACKGROUND

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

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

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

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

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

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

## FISCAL NOTE

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



# CITY COUNCIL ACTION FORM

<b>DEPARTMENT</b> City Attorney	<b>PRESENTED BY</b> Nina P. Williams - City Attorney	<b>DATE</b> March 3, 2023
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## STAFF RECOMMENDATION

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

## SUGGESTED MOTION

After the Public Hearing a City Council member should state, "I move to approve Ordinance No. 2023-04 on final reading," followed by a second and a roll call vote.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION 2.** *Severability.* The provisions of this ordinance are severable and the invalidity of any section, phrase, clause, or portion of the ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the ordinance.

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

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

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

City of Salida

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

ATTEST:

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

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

Item 7.

# An Act

HOUSE BILL 21-1162

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

CONCERNING THE MANAGEMENT OF PLASTIC PRODUCTS.

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

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

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

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

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

PART 5  
MANAGEMENT OF PLASTIC PRODUCTS

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

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

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

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

(b) "CARRYOUT BAG" DOES NOT INCLUDE:

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

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

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

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

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



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

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

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

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

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

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

(b) INJECTION MOLDING;

(c) FOAM MOLDING; AND

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

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

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

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

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

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

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

(a) RECYCLED MATERIAL; OR

(b) OTHER POST-CONSUMER CONTENT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2024.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FOR READY-TO-EAT FOOD IN THIS STATE.

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

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

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

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

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

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

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

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

VIOLATION OF THIS PART 5.

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

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

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

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



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

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

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

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

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

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

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



# CITY COUNCIL ACTION FORM

<b>DEPARTMENT</b> City Attorney	<b>PRESENTED BY</b> Nina P. Williams - City Attorney	<b>DATE</b> March 7, 2023
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## **ITEM**

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

## **BACKGROUND**

Because this Ordinance amends Chapter 16 of the Code, which is the City’s Land Use Code, it must be reviewed by the Planning Commission for recommendation before coming back to City Council for final action on second reading. Staff is therefore requesting an official continuance of tonight’s public hearing.

## **STAFF RECOMMENDATION**

The City Attorney recommends that City Council continue Ordinance No. 2023-05, Amending Chapter 16 of the Salida Municipal Code regarding small cell facilities to establish a procedure for the application, review, and siting of small cell facilities, to a date certain.

## **SUGGESTED MOTION**

A City Councilmember should state, “I move to continue the second reading and public hearing of Ordinance 2023-05 to May 2, 2023.”



# CITY COUNCIL ACTION FORM

<b>DEPARTMENT</b> Parks and Recreation	<b>PRESENTED BY</b> Diesel Post - Parks and Recreation Director	<b>DATE</b> 3/7/23
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## ITEM

New Business

Council Action - Approve a City of Salida Parks and Recreation Department Memorial and Feature Donation Program for accepting, placing, and removing donations and memorials in City parks, open space, and trails.

## BACKGROUND

The department often gets requests for memorials and donations and has previously not had a guiding policy for accepting gifts or memorializing people or events.

On April 26, 2022, the Parks, Recreation, Open-Space, and Trails Advisory Board (PROST) recommended that the City put a moratorium on accepting any further requests for Memorials in our public spaces as staff and the PROST developed a policy. On 2/28/23 the PROST voted and approved recommending the attached version of the procedure to City Council for approval.

## STAFF RECOMMENDATION

To approve Resolution 2023 – 11 City of Salida Parks and Recreation Department Memorial and Feature Donation Program.

## SUGGESTED MOTION

A Council person should move to “Approve Resolution 2023- 11 a resolution to approve the City of Salida Parks and Recreation Department Memorial and Feature Donation Program”.

**CITY OF SALIDA,  
COLORADO  
RESOLUTION NO. 11  
(Series 2023)**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA,  
ADOPTING A MEMORIAL AND DONATION PROCEDURE FOR ACCEPTING,  
PLACING, AND REMOVING DONATIONS AND MEMORIALS IN CITY PARKS,  
OPEN SPACES, AND TRAILS**

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

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

**WHEREAS**, relevant City management staff have been working on a policy to apply to all requests from any individual, entity or organization for a the placement of a memorial or donated feature; and

**WHEREAS**, the Parks, Recreation, Open-space, and Trail Advisory Board has reviewed, thoroughly vetted and recommends approval of the attached Parks and Recreation Department Memorial and Feature Donation Program, which clearly directs the process, specifics and approval criteria to ensure more consistent decisions regarding the review, acceptance, and placement of memorials and donated features within City parks, open space and trails; and

**WHEREAS**, the City Council wishes to adopt the City of Salida Parks and Recreation Department Memorial and Feature Donation Program, attached hereto and incorporated herein as Exhibit A for the City of Salida.

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

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

**Section 2.** Effective upon approval, the City hereby adopts the City of Salida Parks and Recreation Department Memorial and Feature Donation Program, attached hereto as Exhibit A.

**RESOLVED, APPROVED AND ADOPTED on this 7TH day of MARCH, 2023.**

CITY OF SALIDA,  
COLORADO

Mayor Dan Shore

(SEAL)

ATTEST:

\_\_\_\_\_  
City Clerk

## CITY OF SALIDA

### Parks & Recreation Department Memorial and Feature Donation Program

#### **Background**

Memorials and gifts augment Salida Parks and Recreation Department properties and facilities. Historically, the Department has accepted these donations without a formal written policy. Although the City Council has policies that outline the criteria and conditions for the donation of real property these policies do not apply to memorial donations within the City's Parks and Recreation system.

Guidelines are also needed for the sustainable management of site-appropriate amenities, so as not to detract from the visual aesthetics of the surrounding environment or place an undue burden on the City.

#### **Purpose**

Cities play an important role in commemorating people, history, and ideas central to a society's sense of identity and value. The purpose of Salida's Memorial and Donations Procedures is to establish guidelines for the consistent decision-making process related to the acceptance, placement, and long-term maintenance of public requests for memorial donations in City-owned facilities, parks, natural areas, and trail systems.

#### **Existing memorials and features**

Up to the creation of this policy, these features were not standardized. They were often purchased by the "memorializer" and donated to the city for placement in a requested area. This has led to non-standardized benches, plaques, etc. being placed in areas that are inappropriate for the feature and require City resources for installation and maintenance.

Pre-policy, memorials in Salida consist of:

- Plaques
- Trees
- Benches
- Rocks
- Bronze statues
- Water fountains

The Parks and Facilities Manager will inventory, date, and maintain a listing of all existing commemorative benches, plaques, and other memorials that have been installed prior to the adoption of this policy.

Unless otherwise agreed to in writing, all memorials that have been installed prior to approval for this policy shall be maintained for a twenty-year (20) period commencing January 1, 2023 and then removed as needed for additional space or other needs.

### **Types of Memorials**

Post -Policy memorials types will be determined by the Department of Parks and Recreation, follow a standard, and be ordered by staff. Current available features will be presented to interested parties for them to choose from; these options include:

- Small
  - Bench with Plaque
  - Tree with monument and plaque
  - Rock - 2-3 ft.
  - Others as determined by staff
- Large
  - Rock > 3ft.
  - Statue
  - Monument
  - Water fountain (drinking and ornamental)
  - Others as determined by Staff

The most frequent requests are benches and trees; however, the City may add additional items of need to the parks and trail system or that may appeal to differing donors.

### **Locations**

Current Memorial trees, plaques, and benches are recorded in the City's ArcGIS software as a shape file. Additional Memorials will be recorded in this same shape file.

Appropriate memorial locations are finite. Most requests are for memorials in Riverside park or along the river trail. There are not enough appropriate locations in Riverside park or along the river trail for the current requests. City staff will develop a list of available sites that requestors can choose from.

The final decision on the placement of memorials will be made by the Parks and Recreation Department.

### **Costs of Memorial Items**

The cost of participating in the Park Memorial Program will be specific to the item selected. The City will calculate a cost that encompasses the cost of the item, site preparation, and installation costs along with a reasonable maintenance cost. The City will price the items to cover costs only, this is not a proposed revenue stream.

- Bench (plaque and installation) - Based on current market cost recovery and set in the annual fee schedule
- Tree with monument/rock - Based on current market cost recovery and set in the annual fee schedule
- Rock (2-3ft) - Based on current market cost recovery and set in the annual fee schedule

### **Installation and Maintenance**

City staff will install and maintain all memorial items.

Damaged or stolen benches or other memorials will be replaced only once in the ten-year period. The City will pay for the cost of the replacement. Additional replacements of a bench or plaque will be subject to review by the Director of Parks and Recreation.

### **Removal or relocation**

Memorials will be removed after 10 years, as per the explanation in the application process detailed below. If the Memorial must be removed/moved for operational efficiency or capital improvements; the appropriate individual will be contacted to explain the situation and offered the opportunity to choose another site to assume ownership of the memorial.

If the individual wishes to remove the memorial, they must contact City Staff (Administration, the Director or Manager of the Department of Parks and Recreation) to develop a plan for removal. Memorials may not be removed without prior planning and consensus between staff and the appropriate individual.

At the City's sole discretion, the memorial once placed may be relocated at the City's expense to another location.

### **How Donors Are Recognized**

For each memorial item donors receive a 6" x 9" bronze plaque that allows up to 60 characters and a maximum of three lines. Messages are recommended to say "In Memory of (name), In Honor of (name), or Dedicated to (name)" followed by a date or event. Inscriptions are subject to approval by the City. Plaques are fastened to the bench or placed in the ground near the item, flush with the level of the ground.

### **Approval Criteria**

The Salida Parks and Recreation Department may limit memorials to promote resource management and sustainability of natural landscapes. Applications will be evaluated by Staff, the PROST board, and, when appropriate, the City Administrator's Office in regard to the following criteria:

- The integrity, natural and architectural features of parks, natural areas, and facilities will be preserved and not detract from a user's experience.
- Design specifications will be compatible with existing management and operations plans.
- Memorials cannot have a commercial appearance or corporate label.
- The general relationship between the "memorializer", the memorialized, and the Community.
- While Small memorials may commemorate an individual or event, the subject of a large memorial must demonstrate a high level of significance by meeting at least one of the following criteria:
  - The person or group has made an outstanding contribution to the cultural, political or social development of the City of Salida, the State of Colorado, the United States of America, or the international community.
  - The site or event is historically or culturally significant and/or represents an important and unique City or civic anniversary.
- Commemorative plaques installed on memorials must be for an individual or a purpose that is non-controversial with text that is appropriate for display in a public place, and approved by the City. Text that in any way markets a product or service shall not be permitted. The Parks and Facilities Manager will approve the text, order the plaque, and provide for installation.



### **Memorial Application Process**

1. Apply online through the Parks Department webpage on the City website: [cityofsalida.com](http://cityofsalida.com)
  - a. Small feature applications:
    - i. The application deadline is August 31.
    - ii. Applications are reviewed annually in September by the PROST board.
    - iii. Applications are considered on a first come first serve basis.
    - iv. 4 memorials are approved for installation the following spring and summer.
    - v. The City has the authority to deny requests for memorials that commemorate a person, event or place that is already memorialized elsewhere in the City or for any reason agreed upon by staff and the PROST board.
    - vi. If the City deems it beneficial, additional memorials can be approved.
  - b. Large feature applications:
    - i. Applicants wishing to install a large memorial (Rock > 3ft., Statue, Monument, Water fountain (drinking and ornamental), or Others as determined by Staff) at a City park or recreation facility shall submit an application, including a conceptual plan, to the Parks, Recreation, Open Space and Trails (PROST) Advisory Board for review. The Advisory Board shall forward all completed applications for large features, along with their corresponding recommendations of approval or denial to the City Administrator's Office, which will take all comments into consideration when making a final recommendation regarding whether the application should be approved or denied.
    - ii. If the PROST Advisory Board and City Administrator recommend approval of the application, the Parks Department shall proceed with the development of an installation and management agreement between the City and the applicant, which will require the approval of the City Council.
    - iii. Should the PROST Advisory Board and City Administrator not approve the application, the applicant may appeal this decision to the City Council at a public hearing following customary procedures administered by the Office of the City Clerk.
2. The Parks and Facilities Manager contacts the applicant to consult on Department needs and applicant's wishes for location and memorial type.
  - a. The Parks and Facilities Manager discusses locations in the parks and trail system for potential sites. Sites can be existing structures such as benches converted to memorial benches or in a new designated location. Check the database of maps with potential memorial locations: Salida TBD
  - b. The proposed site/location is consistent with and does not interfere with the Parks System Plan, or an approved master plan for the site. The proposed location will not compromise the aesthetic integrity or interfere with the unique or cultural character of the area.
  - c. An applicant must demonstrate why the selected site is appropriate. There must be justification for the memorial being in that location. Where appropriate, preference will be given to co-location of new memorials within a site of common interest.
  - d. Consideration will be given to existing uses of the proposed location, with a goal of preventing the memorial from disrupting appropriate public use of City park and recreation facilities.

- e. At the City's sole discretion, the memorial once placed may be relocated at the City's expense to another location.
3. The approved applicant signs a 10-year agreement with the City for the City to install and maintain the memorial.
4. At the ninth year or at the end of its useful life (whichever comes first), the memorial will be removed unless the requestor has contacted the City and begun the renewal procedure by paying an appropriate fee as determined by current market analysis and cost recovery for materials, administration, staff, and loss of available memorial spaces to re-institute the contract for 9 more years.
  1. If the Donor does not contact the City by the end of the ninth year, the plaque will be removed and stored for one year at the Park Operations office with the intent to return to the owner if requested.
  1. If the Donor contacts the City after the ten-year period has expired and the plaque/memorial has been removed, the City will have no obligation to honor the site or structure as a memorial and the plaque will become the property of the City.

**City staff, appointed, or elected recommendation/donation**

City staff, appointed, or elected officials may also provide a memorial to recognize an individual or organization that has made an unusual contribution, service, or gift to the City. These requests will be reviewed by City Administration and City Council.

**Exceptions**

- Applications for memorials not provided for by this memorial policy must be approved by City Administration based on review and recommendation from the PROST Board.
- City Administration may additionally require City Council approval.
- City Council will be the final source of appeal for any disputes regarding this program



# CITY COUNCIL ACTION FORM

<b>DEPARTMENT</b> Planning	<b>PRESENTED BY</b> Kristi Jefferson - Senior Planner	<b>DATE</b> March 7, 2023
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## ITEM

Resolution 2023-12 – Approval of the Subdivision Improvement and Inclusionary Housing Agreement for the 505 Oak Street Planned Development Overlay and Major Subdivision.

## BACKGROUND

The 505 Oak Street Planned Development and Major Subdivision was approved by City Council with the adoption of Ordinance 2022-21 on December 6, 2022. The 505 Oak Street PD and Major Subdivision is a 18 lot, 44-unit residential project on 2.09 acres.



The attached agreement addresses the financial guarantee for the construction of public improvements within the subdivision and the particulars for implementing the City’s inclusionary housing requirements. The particulars of these two main sections of the 505 Oak Street Planned Development and Subdivision Agreement are described below.



## CITY COUNCIL ACTION FORM

<b>DEPARTMENT</b> Planning	<b>PRESENTED BY</b> Kristi Jefferson - Senior Planner	<b>DATE</b> March 7, 2023
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**Subdivision Improvement Agreement:** Section 16-2-60 of the Salida Municipal Code (SMC) requires a subdivision improvement agreement. Section 5 of the agreement sets the standard for the developer to put in place a financial guarantee for the public improvements which the City can utilize to complete the project in case of default by the developer. The amount of the financial guarantee must be 125% of the estimated cost; for the 505 Oak Street project the amount is \$890,687.50. This portion of the agreement also describes the construction and approval process; and the warranty timeline between approvals and when the City takes ownership and maintenance of the public facilities. Section 6 defines the projected construction schedule.

**Inclusionary Housing:** Article XIII of Chapter 16 of the SMC requires Planned Developments and Major Subdivisions to include 16.7% of the units as affordable. The code requires a final agreement between the City and the Developer for how the inclusionary housing requirements will be met.

- Section 7 defines how inclusionary housing responsibilities will be met. The developer has chosen to provide two (2) for-sale units and six (6) rental units to meet the inclusionary housing requirement for the 505 Oak Street Planned Development and Major Subdivision.

### **STAFF RECOMMENDATIONS**

Staff recommends the City Council approve the Subdivision Improvement and Inclusionary Housing Agreement for the 505 Oak Street Planned Development and Major Subdivision.

### **SUGGESTED MOTION**

A Council person should make the motion to “Approve Resolution 2023-12 to approve the proposed Subdivision Improvement and Inclusionary Housing Agreement for the 505 Oak Street Planned Development and Major Subdivision.”

Attachments: Resolution 2023-12  
 Exhibit A - Subdivision Improvement and Inclusionary Housing Agreement for the 505 Oak Street Planned Development and Major Subdivision  
 505 Oak Street Major Subdivision Plat

**CITY OF SALIDA, COLORADO  
RESOLUTION NO. 12  
(Series 2023)**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING THE SUBDIVISION IMPROVEMENT AND INCLUSIONARY HOUSING AGREEMENT FOR THE 505 OAK STREET PLANNED DEVELOPMENT AND MAJOR SUBDIVISION.**

**WHEREAS**, the property owners, Dreamers and Doers, LLC (“Developer”) are owners of the proposed 505 Oak Street Planned Development and Major Subdivision; and

**WHEREAS**, on December 6, 2022, the City Council approved Ordinance 2022-21 for the 505 Oak Street Planned Development and Major Subdivision which consists of eighteen (18) lots on the 2.09 acres (“Property”); and

**WHEREAS**, pursuant to Sections 16-2-60 of the Salida Municipal Code (“Land Use Code”) and the conditions set forth in Ordinance 2022-21, 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**, pursuant to Section 16-13-20(g) of the Land Use Code, residential developments must also enter into an inclusionary housing development agreement with the City Council; and

**WHEREAS**, the City Council therefore now wishes to approve and execute a Subdivision Improvement and Inclusionary Housing Agreement with Developer for the 505 Oak Street Planned Development and Major Subdivision; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the City Council for the City of Salida that: The Subdivision Improvement and Inclusionary Housing Agreement for the 505 Oak Street Planned Development and Major Subdivision, attached hereto and incorporated herein as “Exhibit A” is hereby approved.

**RESOLVED, APPROVED AND ADOPTED on this 7<sup>th</sup> day of March, 2023.**

CITY OF SALIDA, COLORADO

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

(SEAL)  
ATTEST:

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

## EXHIBIT A

### SUBDIVISION IMPROVEMENT AND INCLUSIONARY HOUSING AGREEMENT (505 Oak Street PD and Major Subdivision)

THIS SUBDIVISION IMPROVEMENT AND INCLUSIONARY HOUSING AGREEMENT (the “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF SALIDA, COLORADO, a Colorado statutory city (“City”), and DREAMERS AND DOERS, LLC, a limited liability corporation (“Developer”) (each a “Party” and together the “Parties”).

#### Section 1 - Recitals

- 1.1 The Developer contends that it is the fee title owner of certain lands known as 505 Oak Street Planned Development and Major Subdivision (the “Project”), and more particularly described on attached **Exhibit B**, which is incorporated herein by this reference (the “Property”). The Property is located within the boundaries of the City.
- 1.2 The Developer received Planned Development overlay approval and approval for an 18-lot major subdivision for the residential project on a 2.09 acre site zoned C-1 on December 6, 2022 when the City Council adopted Ordinance 2022-21 on second reading.
- 1.3 Section 16-2-60 of the Salida Municipal Code requires that the applicants enter into development and subdivision improvements agreements with the City. Pursuant to Section 16-13-20 (g) of the Land Use Code, residential developments must enter into an inclusionary housing development agreement with the City Council. Such agreements may be part of a development improvements or subdivision improvements agreement. The agreement shall address the total number of units; the number of affordable units provided; standards for parking, density and other development standards for projects meeting the requirements; design standards for the affordable units and any restrictive covenants necessary to carry out the purposes of the inclusionary housing requirements.
- 1.4 Pursuant to Section 16-2-60 of the Land Use Code, the City and the Developer wish to enter into this Agreement to set forth their understanding concerning requirements of the Project including fees; provision of affordable housing, and on-site public improvements to be constructed and installed on the Property in association with the Developer’s activities under any building permit issued under the Permit Application, if approved (“Building Permit”).
- 1.5 The development plan for the Planned Development was recorded on \_\_\_\_\_, 20\_\_ at reception number \_\_\_\_\_ of the Chaffee County Recorder’s Office.
- 1.6 The City wishes to advance development within municipal boundaries in accordance with the City of Salida Comprehensive Plan adopted April 16, 2013, as it may be amended.
- 1.7 The City has determined that this Agreement is consistent with the City of Salida 2013 Comprehensive Plan and all applicable City Ordinances and regulations.

- 1.8 The City and the Developer acknowledge that the terms and conditions hereinafter set forth are reasonable, within the authority of each to perform, and consistent with the City of Salida Comprehensive Plan.

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

### Section 2 – Definitions

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

- 2.1 “Agreement” means this Development Improvements; Subdivision Improvements; and Inclusionary Housing Agreement. The Recitals in Section 1 above are fully incorporated into this Agreement and made a part hereof by this reference.
- 2.2 “Affordable Housing” means units that are permanently deed restricted to be sold or rented. The prices for sale or rents charged for permanently affordable priced dwelling units shall not exceed a price that is affordable to a household earning the applicable percentage of Area Median Income (AMI) for Chaffee County as specified by Ordinance 2022-05.
- 2.3 “Building Permit” means any building permit issued under the Permit Application, if approved.
- 2.4 “City” means the City of Salida, a Colorado statutory City.
- 2.5 “City Administrator” means the City Administrator of the City of Salida, and the City Administrator’s designee.
- 2.6 “City Code” means the City of Salida Municipal Code.
- 2.7 “City Council” means the City Council of the City of Salida, Colorado.
- 2.8 “Dark Sky-Compliant” means lighting in compliance with Section 16-8-100 of the Land Use Code and intended to protect the night sky from nuisance glare and stray light from poorly aimed, poorly placed, poorly maintained, or poorly shielded light sources.
- 2.9 “Developer” means Dreamers and Doers, LLC, and its successor(s)-in-interest with respect to the Property.
- 2.10 “Development” means all work on the Property required to transform the Property into the 505 Oak Street Planned Development and Major Subdivision approved by the City by means of Ordinance 2022-21. The term “Development” includes, without limitation, the demolition of existing structures; grading; construction of new structures; and construction of improvements, including without limitation streets, signage, landscaping, drainage improvements, sidewalks, utilities, and other improvements. When the context so dictates, the verb “Develop” may be used in place of the noun “Development.”

- 2.11 “Drainage Plan” means the drainage system designed for the subdivision in accordance with Section 16-8-60 of the Land Use Code.
- 2.12 “Easement Lands” means all real property to be dedicated to the City hereunder in the form of easements.
- 2.13 “Effective Date” means the date on which City Council adopted a resolution approving the execution of this Agreement. On the Effective Date, this Agreement will become binding upon and enforceable by the City and the Developer.
- 2.14 “Force Majeure” means acts of God, fire, abnormal weather, explosion, riot, war, labor disputes, terrorism, or any other cause beyond the applicable Party’s reasonable control. A lack of money or inability to obtain financing does not constitute Force Majeure.
- 2.15 “Land Use Code” means the City’s Land Use and Development Code, Title 16 of the City Code.
- 2.16 “Native Vegetation” means “native plant” as defined in the Colorado Noxious Weed Act, C.R.S. § 35-5.5-103(15).
- 2.17 “Noxious Weed” takes the meaning given to that term in the Colorado Noxious Weed Act, C.R.S. § 35-5.5-103(16).
- 2.18 “Other Required Improvements Warranty Period” means a period of two years from the date that the City Engineer or the City Engineer’s designee, in accordance with the terms and conditions of paragraph 5.9 below, approves the Required Improvements that are not Public Improvements, and certifies their compliance with approved specifications.
- 2.19 “Performance Guarantee” means cash, a letter of credit, a cash bond, a performance bond, or other security acceptable to the City Attorney to secure the Developer’s construction and installation of the Required Improvements, in an amount equal to 125% of the estimated cost of said Required Improvements.
- 2.20 “Permit Application” means the Developer’s full and complete application for a building permit for any residential units to be constructed on the Property. The Permit Application is on file in the office of the City Administrator and is fully incorporated herein and made a part hereof by this reference.
- 2.21 “Property” means the land that is known as the “505 Oak Street Planned Development and Major Subdivision” and described in attached **Exhibit B**.
- 2.22 “Public Improvements” means Required Improvements constructed and installed by the Developer and dedicated to the City in accordance with this Agreement, including without limitation water mains, water service lines, water laterals, fire hydrants, and other water distribution facilities; irrigation lines and facilities; wastewater collection mains, lines, laterals, and related improvements; drainage facilities in public rights-of-way; handicap ramp improvements; and required curbs, sidewalks, and street improvements.



- 2.23 “Public Improvements Warranty Period” means a period of one year from the date that the City Engineer or City Engineer’s designee, in accordance with the terms and conditions of paragraph 5.9 below, approves the Public Improvements and certifies their compliance with approved specifications.
- 2.24 “Reimbursable Costs and Fees” means all fees and costs incurred by the City in connection with the City’s processing and review of the Development Plan, Subdivision Plat, Permit Application and the Building Permit; and the City’s drafting, review, and execution of this Agreement.
- 2.25 “Required Improvements” means the public and other improvements that the Developer is required to make to the Property in association with the Developer’s activities under the Permit Application and the Building Permit, including without limitation improvements for roads, signage, landscaping, drainage improvements, sidewalks, and utilities.
- 2.26 “Subdivision Plat” means 505 Oak Street major subdivision of the Property approved by Ordinance No. 2022-21.
- 2.27 “Water Facilities” means the water main, service line, and all other appurtenances and necessary components of the water distribution system to be constructed by the Developer to extend City water service to the Property.

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

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

- 3.1 505 Oak Street Planned Development and Major Subdivision. The 505 Oak Street Planned Development and Major Subdivision is a residential project consisting of residential uses in conformance with specific requirements stated in Ordinance 2022-21. The Developer intends to develop the project including 10 residential units for sale and 34 rental units; of which two (2) of the for-sale units must deed restricted and sold as affordable housing and six (6) of the apartment rental units must be deed restricted and rented as affordable housing.
- 3.2 Contractual Relationship. The purpose of this Agreement is to establish a contractual relationship between the City and the Developer with respect to the improvements the Developer is required to make to the Property in association with the Developer’s activities under the Permit Application and the Building Permit, and to establish terms and conditions for such improvements. The terms, conditions, and obligations described herein are contractual obligations of the Parties, and the Developer waives any objection to the enforcement of the terms of this Agreement as contractual obligations.
- 3.3 Binding Agreement. This Agreement benefits and is binding upon the City, the Developer, and the Developer’s successor(s). The Developer’s obligations under this Agreement constitute a covenant running with the Property.

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

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

- 4.1 The City agrees to the Development of the Property, and the Developer agrees that it will Develop the Property, only in accordance with the terms and conditions of this Agreement and all requirements of the City Code; Ordinance No. 2022-21; and all other applicable laws and regulations, including without limitation all City Ordinances and regulations, all State statutes and regulations, and all Federal laws and regulations.
- 4.2 The approval of the planned development overlay and major subdivision by the City Council on December 6, 2022 constitutes approval of the site specific development plan and establishment of vested property rights for the project per Section 16-2-20 of the Code. An established vested property right precludes any zoning or land use action by the City or pursuant to an initiated measure which would alter, impair, prevent, diminish, impose a moratorium on development, or otherwise delay the development or use of the property as set forth in the approved site specific development plan.
- 4.3 The Developer has represented and voluntarily agreed that Lots 11 through 18 are intended to exclusively include rental buildings, not any for-sale units. Developer has further represented and voluntarily agreed that Developer shall request approval, to the Planning Commission and/or City Council as applicable, to condominiumize any such buildings on Lots 11 through 18 in the future.

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

- 5.1 Other Applicable Laws and Regulations. All terms and conditions imposed by this Agreement are in addition to and not in place of any and all requirements of the City Code as it may be amended, including without limitation the Land Use Code, and all other applicable laws and regulations, including all City Ordinances and regulations, all State statutes and regulations, and all Federal laws and regulations.
- 5.2 Submittals to and Approvals by City Administrator. Unless this Agreement specifically provides to the contrary, all submittals to the City in connection with this Agreement must be made to the City Administrator. In addition, unless this Agreement specifically provides to the contrary, the City Administrator and/or City Council must provide all approvals required of the City in connection with this Agreement.
- 5.3 Required Improvements. The Required Improvements must be designed, built, and installed in conformity with the City's Standard Specifications for Construction, as those Standard Specifications may be amended, and must be designed, approved, and stamped by a registered professional engineer retained by the Developer. Before the Developer's commencement of construction or installation of the Required Improvements, the City Engineer or City Engineer's

designee must review and approve the drawings and plans for such improvements. In addition to warranting the Required Improvements as described in paragraph 5.9 below, the Developer shall perform routine maintenance on the Public Improvements for the duration of the Public Improvements Warranty Period and on the other Required Improvements for the duration of the Other Required Improvements Warranty Period.

- 5.4 Construction Standards. The Developer shall ensure that all construction is performed in accordance with this Agreement and with the City's rules, regulations, requirements, criteria, and standards governing such construction, as they may be amended.
- 5.5 Observation of Development and Inspection of Required Improvements. The City may observe all Development on the Property, and may inspect and test each component of the Required Improvements. Consistent with Section 16-2-20(r) of the Land Use Code, the Developer shall reimburse the City for all costs associated with the City's observation of Development on the Property and inspection of the Required Improvements, and the City shall not give its written approval of the Required Improvements, as described in paragraph 5.7 below, until such costs have been reimbursed. Such observation and inspection may occur at any point before, during, or upon completion of construction.
- 5.6 City Engineer's Written Approval of Required Improvements. At the Developer's request, the City Engineer or the City Engineer's designee shall inspect the Required Improvements to ascertain whether they have been completed in conformity with the approved plans and specifications. The City Engineer or the City Engineer's designee shall confirm in writing the date(s) on which (i) individual Required Improvements have been completed in conformity with the approved plans and specifications, and (ii) all Public Improvements have been completed in conformity with the approved plans and specifications. The Developer shall make all corrections necessary to bring the Required Improvements into conformity with the approved plans and specifications.
- 5.7 Performance Guarantee. Before commencement of any further construction on the Required Improvements, the Developer shall furnish the City with an effective Performance Guarantee in the amount of 125% of the total estimated cost of completing the Required Improvements, as shown on Exhibit C. The total estimated cost of completing the Required Improvements, including both labor and materials, is \$712,550.00. Therefore, the Performance Guarantee must be in an amount equal to \$890,687.50.
- 5.7.1 The Performance Guarantee must provide for payment to the City upon demand, based upon the City's written certified statement that the Developer has failed to construct, install, maintain, or repair, as required by this Agreement, any of the Required Improvements.
- 5.7.2 The Developer shall extend or replace the Performance Guarantee at least thirty days prior to its expiration. In the event that the Performance Guarantee expires, or the entity issuing the Performance Guarantee becomes non-qualifying, or the City reasonably determines that the cost of the Required Improvements is greater than the amount of the Performance Guarantee, then the City shall give written notice to the Developer of the deficiency, and

within thirty days of receipt of such notice, the Developer shall provide the City an increased or substituted Performance Guarantee that meets the requirements of this paragraph 5.7 and the Land Use Code.

- 5.7.3 Upon completion of portions of the Required Improvements (“Completed Improvements”), the Developer may apply to the City for a release of part of the Performance Guarantee. Any such application must include submittal of as-built drawings and a detailed cost breakdown of the Completed Improvements. Upon the City Engineer’s inspection and written approval of the Completed Improvements in accordance with paragraph 5.9 below, the City Council may authorize a release of the Performance Guarantee in the amount of 75% of the documented cost of the Completed Improvements.
- 5.7.4 Upon the City Engineer’s inspection and written approval of all Required Improvements in accordance with paragraph 5.9 below, the City Council shall authorize a release of the Performance Guarantee in the amount of 90% of the total estimated cost of all Required Improvements, as shown on **Exhibit C**.
- 5.7.5 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, the City Council shall authorize a full release of the Performance Guarantee.
- 5.7.6 Failure to provide or maintain the Performance Guarantee in compliance with this paragraph will constitute an event of default by the Developer under this Agreement. Such default will be subject to the remedies, terms, and conditions listed in Section 8 below, including without limitation the City’s suspension of all activities, approvals, and permitting related to the Subdivision Plats or Development Plan.
- 5.8 Conveyance of Public Improvements. Within twenty-eight days of the City’s final acceptance of the Public Improvements in accordance with paragraph 5.10 below, the Developer shall, at no cost to the City, do the following:
- 5.8.1 Execute and deliver to the City a good and sufficient 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 505 Oak Street Planned Development Plan recorded at Reception No.\_\_\_\_\_.
- 5.8.2 Deliver to the City all engineering designs, current surveys, current field surveys, and as-built drawings and operation manuals for the Public Improvements and for all improvements made for utilities, or make reasonable provision for the same to be delivered to the City. The legal description of all utility service lines must be prepared by a registered land surveyor at the Developer’s sole expense.

- 5.9 Warranty. The Developer shall warrant the Public Improvements for one year from the date that the City Engineer, in accordance with paragraph 5.7 above, approves the Public Improvements and certifies their compliance with approved specifications (“Public Improvements Warranty Period”). The Developer shall warrant all other Required Improvements for a period of two years from the date that the Director of Public Works, in accordance with paragraph 5.6 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.
- 5.10 Final Acceptance of Public Improvements. Upon expiration of the Public Improvements Warranty Period, and provided that any breaches of warranty have been cured and any defects in workmanship and/or materials have been corrected, the City shall issue its final written acceptance of the Public Improvements. Thereafter, the City shall maintain such Public Improvements.
- 5.11 Inspection Distinguished from Approval. Inspection, acquiescence, and/or verbal approval by any City official of construction on the Property, at any particular time, will not constitute the City’s approval of the Required Improvements as required hereunder. Such written approval will be given by the City only in accordance with paragraph 5.10 above.
- 5.12 Revegetation. Any area disturbed by construction must be promptly revegetated with Native Vegetation following completion of such work unless a building permit application has been requested for such area. In addition, the Developer shall control all Noxious Weeds within such area to the reasonable satisfaction of the City.
- 5.13 Local Utilities. In addition to the Required Improvements, the Developer shall install service lines for both on-site and off-site local utilities necessary to serve the Property, including without limitation service lines for telephone, electricity, natural gas, cable television, and street lights. The Developer shall install such service lines underground to the maximum extent feasible. If such lines are placed in a street or alley, they must be in place prior to surfacing.
- 5.14 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.

5.15 Drainage Improvements. As shown on **Exhibit C**, certain of the Required Improvements are drainage improvements.

5.15.1 In accordance with Section 16-8-60 of the Land Use Code, the Developer shall retain a registered professional engineer to prepare a drainage study of the Property and to design a drainage system according to generally accepted storm drainage practices.

5.15.2 All site drainage, including drainage from roof drains, must be properly detained and diverted to the drainage system approved in the drainage plan before any certificate of occupancy will be issued for the Property.

5.15.3 All drainage improvements within public rights-of-way will be dedicated to the City as Public Improvements. All drainage improvements on private property will be maintained by the Developer, subject to easements to allow the City access in the event that the Developer fails to adequately maintain the drainage facilities.

5.16 Slope Stabilization. Any slope stabilization work must be performed in strict compliance with applicable law, including City Ordinances and regulations, State statutes and regulations, and Federal law and regulations. The City will determine on a case-by-case basis whether additional requirements apply to slope stabilization work.

5.17 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.

5.18 Trash, Debris, and Erosion. During construction, the Developer shall take all necessary steps to control trash, debris, and erosion (whether from wind or water) on the Property. The Developer also shall take all necessary steps to prevent the transfer of mud or debris from construction sites on the Property onto public rights-of-way. If the City reasonably determines and gives the Developer written notice that such trash, debris, or erosion causes or is likely to cause damage or injury, or creates a nuisance, the Developer shall correct any actual or potential damage or injury and/or abate such nuisance within five working days of receiving such written notice.

When, in the opinion of the City Administrator or Chief of Police, a nuisance constitutes an immediate and serious danger to the public health, safety, or welfare, or in the case of any nuisance in or upon any street or other public way or public ground in the City, the City has authority to summarily abate the nuisance without notice of any kind consistent with Section 7-1-60 of the City Code. Nothing in this paragraph limits or affects the remedies the City may pursue under Section 8 of this Agreement.

5.19 Compliance with Environmental Laws. During construction, the Developer shall comply with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including solid waste requirements; and shall comply with all requirements pertaining to the disposal or existence of any hazardous substances, pollutants, or contaminants as

defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder.

- 5.20 Fees. The Developer shall pay to the City the fees described below at the time set forth below:
- 5.20.1 Developer's Reimbursement of Processing Fees. The Developer shall reimburse the City for all fees and actual costs incurred by the City in connection with the City's processing and review of the Permit Application and the Building Permit; and the City's drafting, review, and execution of this Agreement ("Reimbursable Costs and Fees"). The Reimbursable Costs and Fees include but are not limited to the City's costs incurred for engineering, surveying, and legal services, including the services of outside City consultants and/or counsel; recording fees; printing and publication costs; and any and all other reasonable costs incurred by the City.
- 5.20.2 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**.
- 5.20.3 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.
- 5.20.4 Amounts due and unpaid. Interest will be imposed at rate of 1.5% per month on all balances not paid to the City within 30 days of the effective date of the City's invoicing of the Developer for the Reimbursable Costs and Fees, with that effective date determined in accordance with the notice provisions of paragraph 11.6 below. In addition to any and all remedies available to the City and in the event the City is forced to pursue collection of any amounts due and unpaid under this provision or under this Agreement, the City shall be entitled to collect attorneys' fees and costs incurred in said collection efforts in addition to the amount due and unpaid.
- 5.20.5 Currently existing fees. Payment of Currently Existing Fees as a Condition of Development. The Developer shall pay to the City any fees required to be paid under this Agreement or the currently existing City Code, regardless of whether the relevant provisions of the City Code are later amended, repealed, or declared to be invalid. Payment of such fees pursuant to this Agreement is agreed to by and between the Parties as a condition of the Development. The Developer further agrees not to contest any Ordinance imposing such fees as they pertain to the Property.
- 5.21 Lighting. All lighting on the Property must be Dark-Sky Compliant and must conform to Section 16-8-100 of the Land Use Code and all other applicable City Ordinances in effect at the time of permitting.

## Section 6 – Construction Schedule

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

## Section 7 – Inclusionary Housing

- 7.1 Agreement to Provide Affordable Housing Consistent with Article XIII of the Land Use Code. Developer hereby agrees to construct and deed restrict two (2) for-sale dwelling units and six (6) rental units. The prices for sale or rents charged for permanently affordable priced dwelling units shall not exceed a price that is affordable to a household earning the applicable percentage of Area Median Income (AMI) for Chaffee County as specified within Chapter 16, Article XIII of the Salida Municipal Code. Development of the affordable housing units shall be according to the additional standards specified below:
- 7.1.1. The two (2) for-sale affordable units shall be built and receive certificate of occupancy (CO) prior to the eighth (8<sup>th</sup>) unit on the site receiving certificate of occupancy. The six (6) inclusionary housing rental units on Lot 18 shall be built and receive certificate of occupancy prior to certificate of occupancy of the fourth (4<sup>th</sup>) apartment building.
- 7.1.2. The affordable units shall be comparable to the market rate housing units in exterior finish and design by meeting the architectural standards for the subdivision and any required architectural design approval required by the subdivision’s design guidelines.
- 7.1.3. Developer agrees to record a deed restriction, in a form provided and approved by the City Attorney, on the affordable units that meet the requirements of Chapter 16, Article XIII, including but not limited to Sections 16-13-20(a)(1), (2) (4) and (c) through (f) defining income eligibility; permanency of restriction; comparable design of units; and



good faith marketing requirements as agreed to by Parties, among other pertinent and applicable City requirements.

- 7.1.4 The Chaffee Housing Authority (“CHA”) shall approve the system to be employed to determine eligibility and priority of buyers/tenants, as also provided for in the applicable deed restriction. In the case that the CHA is unable to review and approve such a system, such responsibility shall fall to the City or the City’s designee. Developer shall make annual reports to the CHA or City regarding any changes to the pricing of the affordable units that occurs with changes to the Colorado Housing and Finance Authority County Income and Rent Tables for Chaffee County, and shall follow all requirements of the recorded deed restriction.
- 7.1.5 Deed-restricted affordable units within any applicable condominium or homeowners’ association shall not be assessed any monthly dues or other shared assessments exceeding those specifically permitted in the CHA Community Housing Guidelines, or any dues or assessments beyond necessities such as utilities, trash services, and the like, in order to ensure that the deed-restricted units remain affordable. Should the Developer or Association desire, they may renegotiate the condition with the Chaffee Housing Authority based upon the Authority’s guidelines for such dues.

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

- 8.1 City’s Remedies on Developer’s Default. In the event of the Developer’s default with respect to any term or condition of this Agreement, the City may take any action necessary or appropriate to enforce its rights, including without limitation any or all of the following:
- 8.1.1 The refusal to issue any further building permits or a certificate of occupancy to the Developer.
- 8.1.2 The revocation of any building permit previously issued and under which construction directly related to such building permit has not commenced; provided, however, that this remedy will not apply to a third party.
- 8.1.3 Suspension of all further activities, approvals, and permitting related to the Permit Application and the Building Permit.
- 8.1.4 A demand that the Performance Guarantee be paid or honored.
- 8.1.5 Any other remedy available in equity or at law.
- 8.2 Notice of Default. Pursuant to Section 16-2-60(o) of the Land Use Code, before taking remedial action hereunder, the City shall give written notice to the Developer of the nature of the default and an opportunity to be heard before the City Council concerning such default. If the default has not been cured within thirty days of receipt of the notice or the date of any hearing before the City

Council, whichever is later, the City will consider whether the Developer has undertaken reasonable steps to timely complete the cure if additional time is required.

- 8.3 Immediate Damages on Developer's Default. The Developer recognizes that the City may suffer immediate damages from a default. In the event of such immediate damages resulting from the Developer's default with respect to any term or condition of this Agreement, the City may seek an injunction to enforce its rights hereunder.
- 8.4 Jurisdiction and Venue. The District Court of the County of Chaffee, State of Colorado, will have exclusive jurisdiction to resolve any dispute over this Agreement.
- 8.5 Waiver. Any waiver by the City of one or more terms of this Agreement will not constitute, and is not to be construed as constituting, a waiver of other terms. A waiver of any provision of this Agreement in any one instance will constitute, and is not to be construed as constituting, a waiver of such provision in other instances.
- 8.6 Cumulative Remedies. Each remedy provided for in this Agreement is cumulative and is in addition to every other remedy provided for in this Agreement or otherwise existing at law or in equity.

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

- 9.1 Release of Liability. The Developer acknowledges that the City cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the City Code, City Ordinances, and the laws of the State of Colorado. The Developer further acknowledges that it acts at its own risk with respect to relying or acting upon any representation or undertaking by the City or its officers or agents or their designees. Accordingly, the Developer expressly waives and releases any current or future claims related to or arising from any such representation or undertaking by the City or its officers or agents or their designees.
- 9.2.1 Indemnification.
- 9.2.2 The Developer shall indemnify and hold harmless the City, and the City's officers, agents, employees, and their designees, from and against any and all claims, damages, losses, and expenses, including but not limited to attorneys' fees and costs, arising from or in connection with the following: (a) the City's approval of the Planned Development or the Subdivision Plats or the City's issuance of the Building Permit if the Permit Application is approved; (b) acts or omissions by the Developer, its officers, employees, agents, consultants, contractors, or subcontractors in connection with the Planned Development or the Subdivision Plats or Permit Application, if it is approved, and the Building Permit, if it is issued; (c) the City's required disposal of hazardous substances, pollutants, or contaminants; required cleanup necessitated by leaking underground storage tanks, excavation, and/or backfill of hazardous substances, pollutants, or contaminants; or environmental cleanup responsibilities of any nature whatsoever on, of, or related to the Easement Lands; provided that such disposal or cleanup obligations do not arise from any hazardous substance, pollutant, or contaminant generated or deposited by the City upon the Easement Lands; or (d) any other item contained in this Agreement.

- 9.2.3 The Developer shall reimburse the City for all fees, expenses, and costs, including attorneys' fees and costs, incurred in any action brought against the City as a result of the City's approval of the Planned Development or Subdivision Plat, or issuance of the Building Permit if the Permit Application is approved; and shall reimburse the City for all fees, expenses, and costs, including attorneys' fees and costs, associated with any referendum election, review of petition for referendum, protest, or any other proceedings to challenge the City's approval of the Planned Development or Subdivision Plats, or issuance of the Building Permit if the Permit Application is approved. Nothing in this Agreement obligates or compels the City to proceed with any action or referendum position.
- 9.2.4 Fees, expenses, and costs attributable to work completed by City staff, not including the City Attorney, will be determined based on the fee schedule attached to the City's then-effective Open Records Policy. The fee schedule attached to the Open Records Policy in effect as of the date of this Agreement is attached as **Exhibit E**.
- 9.2.5 Fees, expenses, and costs attributable to work completed by the City Attorney or by the City's outside consultants and/or counsel will be equal to the actual costs and fees billed to and paid by the City for that work.

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

- 10.1 Developer's Representations and Warranties. The Developer hereby represents and warrants to the City that the following are true and correct as of the date of the Developer's execution of this Agreement and will be true and correct as of the Effective Date:
- 10.1.1. Authority. This Agreement has been duly authorized and executed by the Developer as a legal, valid, and binding obligation of the Developer, and is enforceable as to the Developer in accordance with its terms.
- 10.1.2. Authorized signatory. The person executing this Agreement on behalf of the Developer is duly authorized and empowered to execute and deliver this Agreement on behalf of the Developer.
- 10.1.3. No litigation or adverse condition. To the best of the Developer's knowledge, there is no pending or threatened litigation, administrative proceeding, or other claim pending or threatened against the Developer that, if decided or determined adversely, would have a material adverse effect on the ability of the Developer to meet its obligations under this Agreement; nor is there any fact or condition of the Property known to the Developer that may have a material adverse effect on the Developer's ability to complete construction on the Property as contemplated under the Permit Application.
- 10.1.4. Compliance with environmental laws and regulations. To the best of the Developer's knowledge, all Easement Lands to be dedicated to the City hereunder are in compliance with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including solid waste requirements; and all such

dedicated property is in compliance with all requirements pertaining to the disposal or existence of any hazardous substances, pollutants, or contaminants as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder.

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

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

10.2.1 Authority. Upon execution, this Agreement will have been duly authorized by City Council as a legal, valid, and binding obligation of the City, and is enforceable as to the City in accordance with its terms.

10.2.2 Authorized signatory. The person executing this Agreement on behalf of the City is duly authorized and empowered to execute this Agreement on behalf of the City.

10.2.3 No adverse condition. To the best of the City's knowledge, there is no fact or condition of the Property known to the City that may have a material adverse effect on the Developer's ability to develop the Property as contemplated under the Development Plan or as proposed in the Subdivision Plat.

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

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

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

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

- 11.3 Modifications. This Agreement may be modified only by a subsequent written agreement executed by both Parties.
- 11.4 Voluntary Agreement. The Developer agrees to comply with all of the terms and conditions of this Agreement on a voluntary and contractual basis.
- 11.5 Survival. The City's and the Developer's representations, covenants, warranties, and obligations set forth herein, except as they may be fully performed before or on the Effective Date, will survive the Effective Date and are enforceable at law or in equity.
- 11.6 Notice. All notices required under this Agreement must be in writing and must be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the Parties as set forth below. All notices so given will be considered effective immediately upon hand-delivery, and seventy-two hours after deposit in the United States Mail with the proper address as set forth below. Either Party by notice so given may change the address to which future notices are to be sent.
- |                          |  |
|--------------------------|--|
| Notice to the City:      | City of Salida<br><u>Attn</u> : City Administrator and City Attorney<br>448 East First Street, Suite 112<br>Salida, CO 81201 |
| Notice to the Developer: | Dreamers and Doers, LLC<br>P.O. Box 1532<br>Alamosa, CO 81101  |
- 11.7 Severability. The terms of this Agreement are severable. If a court of competent jurisdiction finds any provision hereof to be invalid or unenforceable, the remaining terms and conditions of the Agreement will remain in full force and effect.
- 11.8 Recording. The City shall record this Agreement with the Clerk and Recorder of Chaffee County, Colorado, at the Developer's expense.
- 11.9 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, confers or is intended to confer any rights or remedies whatsoever upon any person or entity other than the City, the Developer, and the Developer's successor(s).
- 11.10 No Waiver of Immunity. Nothing in this Agreement, express or implied, waives or is intended to waive the City's immunity under Colorado State law, including without limitation the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through -120.
- 11.11 Joint Drafting. The Parties acknowledge that this Agreement represents the negotiated terms, conditions, and covenants of the Parties, and that the Party responsible for drafting any such term, condition, or covenant is not to be prejudiced by any presumption, canon of construction, implication, or rule requiring construction or interpretation against the Party drafting the same.

- 11.12 Subject to Annual Appropriation. Any financial obligation of the City arising under this Agreement and payable after the current fiscal year is contingent upon funds for that purpose being annually appropriated, budgeted, and otherwise made available by the City Council in its discretion.
- 11.13 Exhibits. All schedules, exhibits, and addenda attached to this Agreement and referred to herein are to be deemed to be incorporated into this Agreement and made a part hereof for all purposes.
- 11.14 Counterparts. This Agreement may be executed in multiple counterparts, all of which taken together constitute one and the same document.

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

CITY OF SALIDA, COLORADO

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

ATTEST:

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

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF CHAFFEE    )

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

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

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

DEVELOPER:

\_\_\_\_\_  
Dreamers and Doers, LLC

STATE OF COLORADO    )  
                                  ) ss.  
COUNTY OF CHAFFEE    )

Acknowledged, subscribed, and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_  
by \_\_\_\_\_.

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

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

# 505 OAK STREET SUBDIVISION

LOCATED IN THE  
S1/2 SW1/4 NW1/4 OF SECTION 4, T 49 N, R 9 E, N.M.P.M.  
IN THE  
**CITY OF SALIDA**  
**CHAFFEE COUNTY, COLORADO**  
**SHEET 1 OF 2**

### CERTIFICATE OF DEDICATION AND OWNERSHIP:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BEING ALL OF THE OWNERS, MORTGAGEES AND LIEN HOLDERS OF CERTAIN LAND IN THE CITY OF SALIDA, CHAFFEE COUNTY, COLORADO, DESCRIBED AS FOLLOWS:  
A tract of land located in the South Half of the Southwest Quarter of the Northwest Quarter (S1/2 SW1/4 NW1/4) of Section 4, Township 49 North, Range 9 East of the New Mexico Principal Meridian, (City of Salida) Chaffee County, Colorado, being described as follows:  
Commencing at the Southeast corner of the SW1/4 of the NW1/4 of said Section 4, as commonly accepted, being a fence corner (from whence a 5/8 inch reinforcing bar with a 1 1/2 inch aluminum cap stamped "CW 1/16, Sec. 4, 1776" bears South 62°25' West 18.0 feet); thence proceeding North 89°47' West along the South line of said SW1/4 of the NW1/4, as fenced, 91 feet, more or less, to a point on the east side of Scott Street (produced South) in the City of Salida which is the point of beginning of the tract herein described; thence proceeding North 89°47' West along the south line of said SW1/4 of the NW1/4 to a point on the east side of Colorado Highway No. 291 (formerly Oak Street); thence North 0°17' West along said Highway boundary 291.4 feet, more or less, to the southwest corner of a tract of land described in Book 380 at Page 966 (Pennington to McDonald) thence North 89°43' East 310.5 feet along the southerly boundary of said tract of real property described in Book 380 at Page 966 to southeast corner of said tract of real property which is the east side line of said Scott Street (produced south) thence South along the East line of Scott (produced south) to the point of beginning.

DO HEREBY LAY-OUT, PLAT AND SUBDIVIDE THE ABOVE DESCRIBED PROPERTY INTO LOTS, A PRIVATE STREET AND EASEMENTS WITH BEARINGS AND DISTANCES AS SHOWN ON SHEET 2 CONTAINED HEREIN, TO BE KNOWN AS:

### 505 OAK STREET SUBDIVISION CITY OF SALIDA CHAFFEE COUNTY, COLORADO

AND DREAMERS CIRCLE SHALL SERVE AS AN EXCLUSIVE STREET, PARKING, DRAINAGE AND UTILITY EASEMENT FOR THE OWNERS OWNERS OF THE LOTS SHOWN ON SHEET 2 CONTAINED HEREON.

AND DREAMERS CIRCLE AND COMMON FACILITIES, INCLUDING DRIVENWAYS, PARKING, DRAINAGE, SIDEWALKS AND LANDSCAPING SHALL BE OWNED BY THE 505 OAK STREET HOMEOWNERS ASSOCIATION, WHICH SHALL BE RESPONSIBLE FOR MAINTENANCE AND REPLACEMENT COSTS FOR SUCH INFRASTRUCTURE.

AND THE LOTS SHALL BE SUBJECT TO THE PUBLIC UTILITY EASEMENTS SHOWN ON SHEET 2 CONTAINED HEREON.

AND DUPLEX LOTS 1 THRU 10 SHALL BE SUBJECT TO A 20.0 FOOT WIDE DRAINAGE EASEMENT ADJACENT SOUTH OF THE NORTH BOUNDARY OF SAID LOTS, AS SHOWN ON SHEET 2 CONTAINED HEREIN.

AND DREAMERS CIRCLE SHALL BE SUBJECT TO A 12.5 FOOT WIDE PUBLIC ACCESS AND UTILITY EASEMENT ADJACENT NORTH OF THE ENTIRE SOUTH BOUNDARY OF THE PROPERTY, AS SHOWN ON SHEET 2.

AND THE LOTS WITHIN 505 OAK STREET SUBDIVISION SHALL BE SUBJECT TO THE DECLARATION OF COVENANTS AND HOME OWNERS ASSOCIATION (H.O.A.) AS SET FORTH IN RECEPTION NO. \_\_\_\_\_ OF THE CHAFFEE COUNTY RECORDS.

AND THE 505 OAK STREET SUBDIVISION HAS COMPLIED WITH CHAPTER 16 OF THE SALIDA MUNICIPAL CODE AND IS SUBJECT TO THE TERMS OF THE EXECUTED SUBDIVISION IMPROVEMENT AND INCLUSIONARY HOUSING AGREEMENT, AS RECORDED AT RECEPTION NO. \_\_\_\_\_ OF THE CHAFFEE COUNTY RECORDS.

### ACKNOWLEDGEMENT:

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE CAUSED THESE PRESENTS TO BE EXECUTED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

DREAMERS AND DOERS, LLC  
A COLORADO LIMITED LIABILITY COMPANY

BRIAN COOK, MANAGING MEMBER

SAN LUIS VALLEY FEDERAL BANK

STATE OF COLORADO }  
COUNTY OF CHAFFEE } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

WITNESS MY HAND AND OFFICIAL SEAL  
MY COMMISSION EXPIRES \_\_\_\_\_

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

### CERTIFICATE OF TITLE INSURANCE COMPANY:

I, BRETT W. EAKINS, 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 DREAMERS AND DOERS, LLC, A COLORADO LIMITED LIABILITY COMPANY, 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 THESE PLAT WAS PREPARED BY ME AND/OR UNDER MY DIRECT SUPERVISION, AND IS BASED ON A MONUMENTED LAND SURVEY OF THE PROPERTY SHOWN AND DESCRIBED HEREIN, 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.

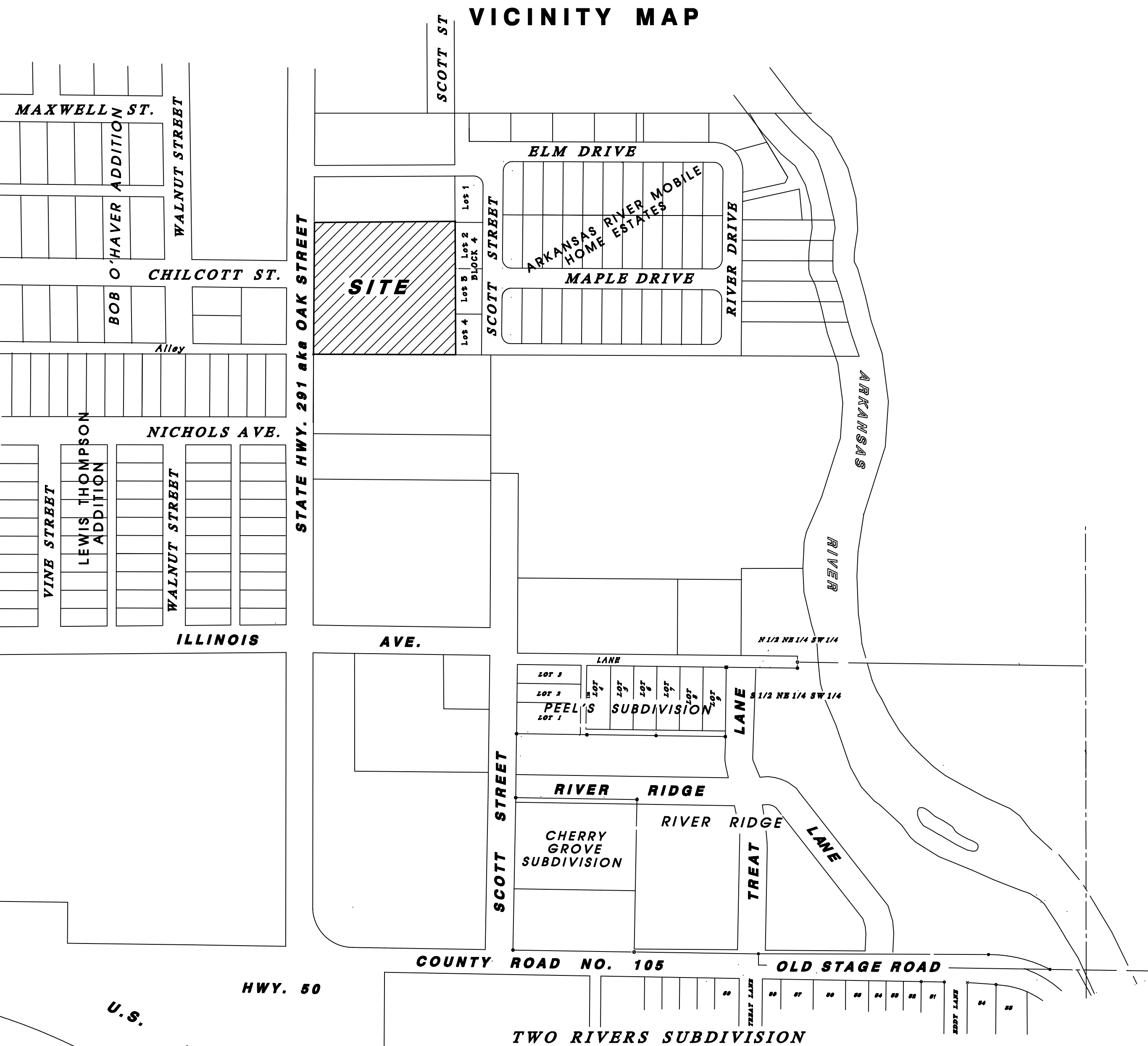
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

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

### GENERAL LAND SURVEYOR'S NOTES:

- 1) PROPERTY DESCRIPTION AND RECORD EASEMENT RESEARCH BASED ON FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. 21-14256 ISSUED BY CENTRAL COLORADO TITLE & ESCROW, EFFECTIVE MARCH 1, 2021.
- 2) DEED LINES ARE BASED ON AFOREMENTIONED PROPERTY DESCRIPTION AND ON THE LOCATIONS OF THE RECOVERED REBAR PROPERTY CORNER MONUMENTS SHOWN AND DESCRIBED ON THIS PLAT.

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.



### CERTIFICATE OF STREET & UTILITY MAINTENANCE:

PUBLIC NOTICE IS HEREBY GIVEN THAT NEITHER ANY DEDICATED PUBLIC ROADS OR PUBLIC UTILITIES WILL BE MAINTAINED BY THE CITY OF SALIDA UNTIL AND UNLESS THE SUBDIVIDER CONSTRUCTS THE STREETS/ROADS AND UTILITIES IN ACCORDANCE WITH THE SUBDIVISION IMPROVEMENTS AGREEMENT, IF ANY, AND THE SUBDIVISION REGULATIONS AT THE TIME OF THE FILING OF THE PLAT, AND APPROVAL BY THE CITY HAS BEEN ISSUED TO THAT EFFECT. WHEN THE CITY APPROVES A STREET OR UTILITY FOR MAINTENANCE, THE STREET OR UTILITY SHALL BECOME PUBLIC IN ALL SENSES OF THE WORD AND THE SUBDIVIDER SHALL HAVE NO FURTHER OBLIGATIONS IN REGARDS TO THAT PARTICULAR STREET OF UTILITY. TO THAT PARTICULAR STREET OR UTILITY.

### CITY COUNCIL APPROVAL:

THIS PLAT IS APPROVED FOR FILING AND THE CITY OF SALIDA HEREBY ACCEPTS THE DEDICATION OF OF THE PUBLIC UTILITY EASEMENTS SHOWN AND DESCRIBED HEREIN, SUBJECT TO THE PROVISIONS SET FORTH IN CERTIFICATE OF STREET AND UTILITY MAINTENANCE ABOVE, AND DOES HEREBY APPROVE THE 505 OAK STREET SUBDIVISION.

DATED: \_\_\_\_\_, 202\_\_.

BY: \_\_\_\_\_  
MAYOR

- ### CONDITIONS OF APPROVAL:
- a) Pursuant to Section 16-6-140, Fair Contributions to 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.
  - b) As required by Section 16-6-120(b), Parks, Trails and Open Space of the Salida Municipal Code, a fee in lieu shall be provided for open space prior to the issuance of a building permit for any new residence constructed. The applicants have provided public access on the south boundary of the property for a connection to the trail on Scott Street. The public access is shown on the plat.
  - c) As required under Section 16-6-120(1), no residential facade elevation shall be repeated more than once every five (5) lots on the same side of the street. The development must provide a diversity in architectural elements such as roof types and pitches, differentiated front entries and exterior materials (excludes different color). At time of building permit submittals, the applicant shall provide elevations of any and all homes (or homes under construction) along the same side of the street and (if applicable) the home(s) directly across the street, to ensure that the subdivision architectural standards will be met. The developer shall add architectural elements on windows and doors for the apartments to break up the facade elevation.

### 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 \_\_\_\_\_, 202\_\_.

RECEPTION NO. \_\_\_\_\_  
CHAFFEE COUNTY CLERK & RECORDER

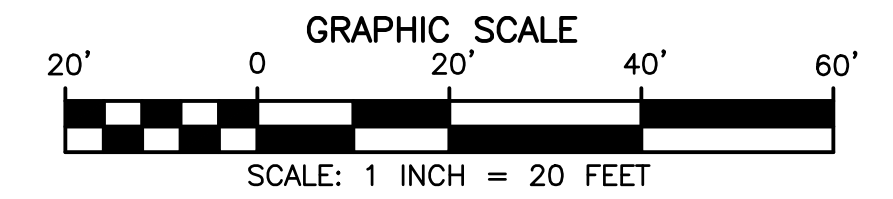
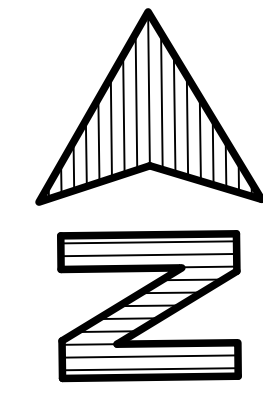
### SHEET 1 OF 2

<b>505 OAK STREET SUBDIVISION</b> In the S1/2 SW 1/4 NW 1/4 of SECTION 4, T 49 N, R 9 E, N.M.P.M.	
CHAFFEE COUNTY	CITY OF SALIDA
Job Number: J-22-210	DESIGNED: B. S. H.
DRAWN BY: THOD CAD	M. K. H.
CHECKED: Field Book: S	DATE: 12/1/22
DC 1303 GPS	DRAWING NO. L-22-80



# 505 OAK STREET SUBDIVISION

LOCATED IN THE  
S 1/2 SW 1/4 NW 1/4 OF SEC. 4, T49N, R9E, N.M.P.M  
IN THE CITY OF SALIDA  
CHAFFEE COUNTY, COLORADO  
SHEET 2 OF 2



DIRECTIONS ARE BASED ON THE BEARING N89°43'E BETWEEN RECOVERED REBAR MONUMENTS AT THE NW AND NE CORNERS OF THE TRACT SHOWN AND DESCRIBED HEREON, SAID MONUMENTS ARE AS SHOWN AND DESCRIBED HEREON.

### LEGEND

- DENOTES PROPERTY BOUNDARY
- DENOTES EXISTING/ADJACENT RIGHT-OF-WAY
- DENOTES NEW LOT LINE
- DENOTES NEW EASEMENT LINE
- DENOTES FENCELINE
- DENOTES OVERHEAD ELECTRIC, TELEPHONE, TV LINE
- DENOTES EXISTING SEWER LINE
- DENOTES RECOVERED 5/8" REBAR WITH A 1-1/2" ALUMINUM CAP STAMPED '10721'
- DENOTES RECOVERED 5/8" REBAR WITH A 1-1/2" ALUMINUM CAP STAMPED 'LS 16177'
- DENOTES RECOVERED 5/8" REBAR WITH A 1" ALUMINUM CAP STAMPED 'PROPERTY CORNER ILS 1776'
- DENOTES MONUMENT TO BE SET PRIOR TO FILING OF FINAL PLAT.

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD	CHORD BRNG
C1	19.00	010°25'17"	3.46	3.45	S74°34'20"W
C2	42.08	020°51'09"	15.32	15.23	S80°01'06"W
C3	36.00	025°38'48"	16.12	15.98	N13°04'55"E

### PLAT NOTES:

- ALL LOTS SHALL BE SUBJECT TO A DECLARATION OF COVENANTS AND HOMEOWNERS ASSOCIATION (H.O.A) AS SET FORTH IN RECEPTION NO. \_\_\_\_\_ OF THE CHAFFEE COUNTY RECORDS.
- DREAMERS CIRCLE SHALL SERVE AS A PUBLIC UTILITY EASEMENT AS WELL AS AN EXCLUSIVE ROADWAY PARKING, AND DRAINAGE EASEMENT FOR THE LOTS SHOWN HEREON.
- DREAMERS CIRCLE AND COMMON FACILITIES, INCLUDING DRIVEWAYS, PARKING, DRAINAGE, SIDEWALKS, AND LANDSCAPING, SHALL BE OWNED BY THE 505 OAK STREET HOMEOWNERS' ASSOCIATION, WHO SHALL BE RESPONSIBLE FOR ALL REQUIRED REPLACEMENT AND MAINTENANCE COST OF THE INFRASTRUCTURE.

### OWNER:

DREAMERS AND DOERS, LLC  
PO BOX 1532  
ALAMOSA, CO 81101

### LAND SURVEYOR

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

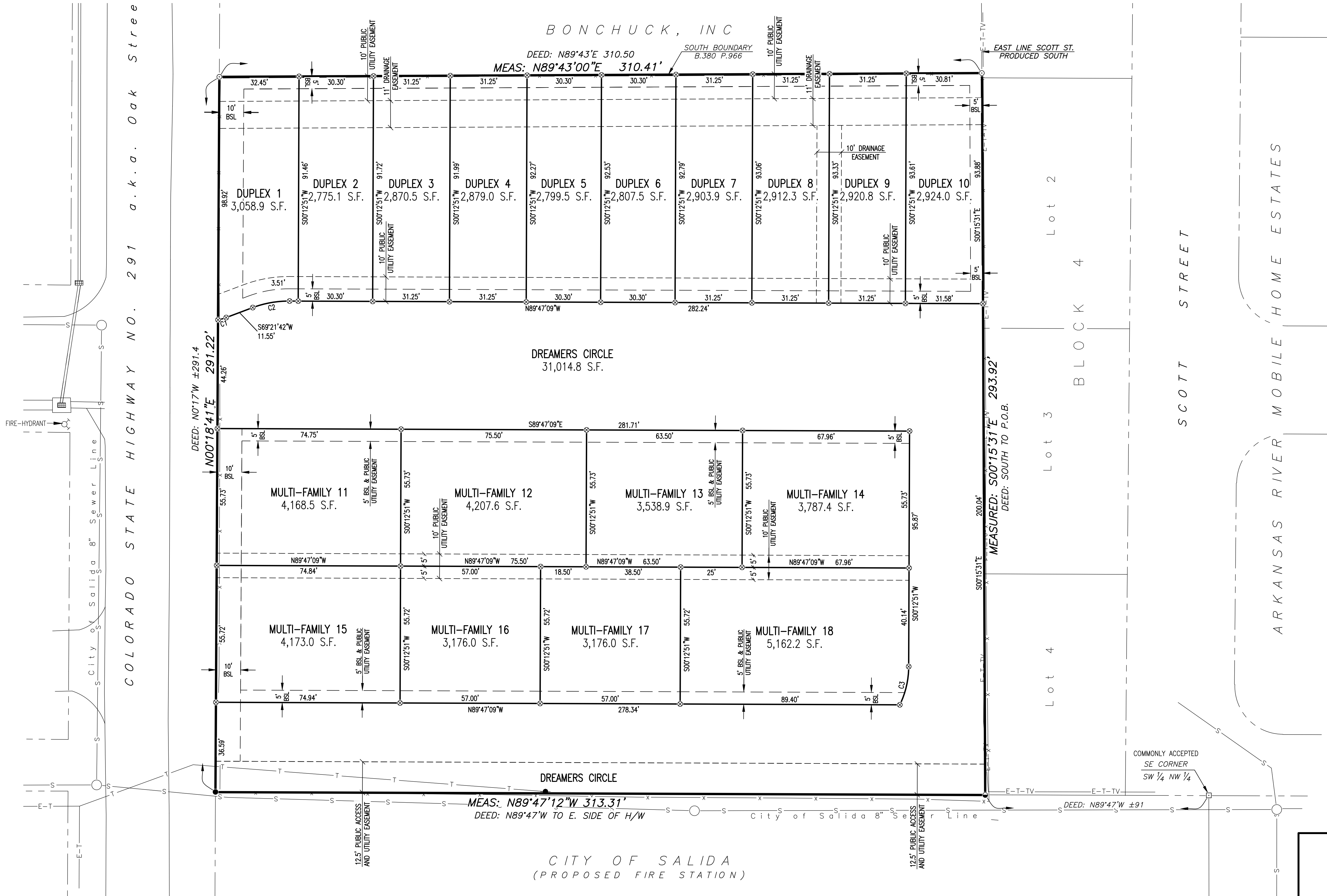
### ASSISTED BY:



SHEET 2 OF 2

505 OAK STREET SUBDIVISION  
S1/2 SW1/4 OF SEC. 4, T49N, R9E, N.M.P.M.  
CITY OF SALIDA

SALIDA, CO	COLORADO
Job Number: J-22-210	HENDERSON LAND SURVEYING CO., INC.
TPC FILE: J-08-055	203 G STREET
DRAWN BY: RP	SALIDA, COLORADO
CHECKED: TLV	DATE: JAN. 2023
FILE BOOK:	DRAWING NO. L-22-80



BONCHUCK, INC

DEED: N89°43'E 310.50  
MEAS: N89°43'00"E 310.41'

SOUTH BOUNDARY  
B.380 P.966

EAST LINE SCOTT ST.  
PRODUCED SOUTH

DEED: N0°17'W ±291.4  
N00°18'41"E 291.22'

DREAMERS CIRCLE  
31,014.8 S.F.

MEASURED: S00°15'31"E 293.92'  
DEED: SOUTH TO P.O.B.

MEAS: N89°47'12"W 313.31'  
DEED: N89°47'W TO E. SIDE OF H/W

CITY OF SALIDA  
(PROPOSED FIRE STATION)

COMMONLY ACCEPTED  
SE CORNER  
SW 1/4 NW 1/4

5/12/2023 08:58:27 AM C:\Users\mike\AppData\Local\Temp\17162023-84707-78