



CITY COUNCIL REGULAR MEETING

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

November 02, 2021 - 6:00 PM

AGENDA

Please register for Regular City Council Meeting

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

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

To watch live meetings: https://c.streamhoster.com/embed/media/W6sdC9/xAllQfSsmm0/vpfQhcsApYv_5?preview=1

CALL TO ORDER

Pledge of Allegiance

Roll Call

Civility Invocation

1. Civility Invocation

CONSENT AGENDA

2. Approve Agenda

3. Approve October 19, 2021 Minutes

4. Award a professional services agreement between the City of Salida and SEH Consulting for the City of Salida Local Agency Project for Streetscape and Pedestrian Improvements

5. Approving a Reduction of the Warranty Security for Quarry Station Subdivision Filings 2 & 3 in Poncha Springs

CITIZEN COMMENT—Three (3) Minute Time Limit

UNFINISHED BUSINESS / ACTION ITEMS

NEW BUSINESS / ACTION ITEMS

6. A Letter of Agreement with Artspace Projects, Inc. for Preliminary Feasibility and Creative Space Market Studies

7. **Resolution 2021-38** A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO AMENDING THE 2021 FEE SCHEDULES

8. **Resolution 2021-39** AN AMENDMENT TO RESOLUTION 2020-37 ESTABLISHING BUDGET AND APPROPRIATIONS BY FUND FOR THE CITY OF SALIDA OPERATIONS FOR CALENDAR YEAR 2021, **PUBLIC HEARING**

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

- 9. Resolution 2021-40** A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING THE SUBDIVISION IMPROVEMENTS AND INCLUSIONARY HOUSING AGREEMENT FOR THE WEST END MAJOR SUBDIVISION
- 10. Ordinance 2021-17** AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO AMENDING CHAPTER 6 AND CHAPTER 16 OF THE SALIDA MUNICIPAL CODE CONCERNING SHORT TERM RENTALS
- 11. Ordinance 2021-18** AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO EXTENDING A TEMPORARY MORATORIUM ON THE SUBMISSION, ACCEPTANCE, PROCESSING AND APPROVAL OF ANY APPLICATION FOR A SHORT-TERM RENTAL LICENSE, AND DECLARING AN EMERGENCY

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Council Reports

- Critelli, Kasper, Pappenfort, Pollock, Shore, Templeton

Mayor Report

Treasurer Report

Attorney Report

Staff Reports

BOCC Report

ADJOURN



City Clerk | Deputy City Clerk

Mayor P.T. Wood

CIVILITY INVOCATION

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

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



CITY COUNCIL REGULAR MEETING

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

October 19, 2021 - 6:00 PM

MINUTES

CALL TO ORDER

Pledge of Allegiance

Roll Call

PRESENT

Council Member Alisa Pappenfort

Council Member Harold Kasper

Council Member Jane Templeton

Council Member Justin Critelli

Council Member Mike Pollock

Mayor PT Wood

Treasurer Merrell Bergin

ABSENT

Council Member Dan Shore

Civility Invocation

CONSENT AGENDA

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

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

THE MOTION PASSED.

Approve Agenda

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.

Approve October 5, 2021 Minutes

A Church Special Event Liquor License

Elks Lodge Special Event Liquor License

Parade of Lights

Holiday in the Park

Street Closure Petition

Sherman Market Multiple Vendor Fee Waiver

Tree Board Annual Work Plan

Authorize Legal Counsel to prepare and file a Statement of Opposition to Triview Metropolitan District's water court Case No. 21CW3044

Approving a Release of the Warranty Security for Poncha Meadows Phase 1 Subdivision in Poncha Springs

CITIZEN COMMENT—Three (3) Minute Time Limit

Steph Brady, Ray Kitson, Bill Smith, and Cooper Bangheart spoke during Public Comment.

UNFINISHED BUSINESS / ACTION ITEMS

There was no Unfinished Business

NEW BUSINESS / ACTION ITEMS

Resolution 2021-35 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO AUTHORIZING THE MAYOR TO SIGN A PRE-ANNEXATION AGREEMENT WITH LUNDBERG AND SON PROPERTIES, LLC (KAREN LUNDBERG) FOR 601 SCOTT STREET

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

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

THE MOTION PASSED.

Resolution 2021-36 A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING THE COLORADO OPIOIDS SETTLEMENT MEMORANDUM OF UNDERSTANDING (MOU)

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

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

THE MOTION PASSED.

Resolution 2021-37 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, SUMMARIZING REVENUES AND EXPENDITURES FOR EACH FUND AND ADOPTING A BUDGET FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2022 AND ENDING ON THE LAST DAY OF DECEMBER 2022, **PUBLIC HEARING**

Mayor Wood opened the Public Hearing, hearing no comment he closed the Public Hearing.

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

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

THE MOTION PASSED.

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Council Reports

Reports were given.

ADJOURN

Adjourned at 7:14 p.m.



City Clerk | Deputy City Clerk

Mayor P.T. Wood

**CITY COUNCIL ACTION FORM**

Department	Presented by	Date
Public Works	David Lady - Public Works Director	November 2, 2021

ITEM

Award a professional services agreement between the City of Salida and SEH Consulting for the City of Salida Local Agency Project for Streetscape and Pedestrian Improvements.

BACKGROUND

The City of Salida has been actively involved with planning and fund procurement for multi-modal and streetscape improvements to Oak St. (SH-291), US-50, and other key areas for improvement. These planning efforts have been instrumental in supporting four separate grant awards totaling approximately \$4 million dollars to assist with the construction of these improvements. The areas of work include:

- Streetscape improvements along Oak St. from B. Street to US-50
- RRFB Pedestrian Crossings of US-50 at two locations
- Sidewalks along US-50 from Holman to Milk Run Trail (Walmart)
- G Street Intersection at US-50 and 16th Street Improvements
- Sidewalks along Holman Avenue from US-50 to the Spur Trail
- US-50 Gateway Median West of CR110
- Sidewalk along the Styker Trail
- Installation of Two Bus Shelters

Surveying and design components are the next step in completing these improvements. Staff issued a Request for Proposals for these services in September of 2021. Three proposals were received and City staff selected two of the Consultants for interviews based on scoring criteria utilized to evaluate the proposals. SEH was unanimously selected by the staff conducting the interviews. SEH has staff located in Chaffee County, front range, and an office in Durango where CDOT Region 5 is headquartered. They have completed numerous projects similar to Salida's and have demonstrated a dedication to hands on solutions, committed staff for community involvement and communications, and have



CITY COUNCIL ACTION FORM

Department	Presented by	Date
Public Works	David Lady - Public Works Director	November 2, 2021

the resources to complete the majority of services in-house. Staff has previously worked with SEH on a variety of City projects involving access and coordination items with CDOT.

The budget prepared by SEH for the professional services associated with the project is \$595,000. This budget is anticipated to be slightly less once additional scoping items identified by CDOT are provided. The professional services are in-line with estimates of 12-16% of total construction cost for CDOT local agency work such as this.

FISCAL NOTE

2022 Capital Budget line items are as follows:

- \$400,000 Streets – General Engineering (31-30-5233-0)

This scope of the work is anticipated to occur during three budget years 2021-2023 with the majority of the engineering work occurring in 2022. A budget amendment is not anticipated with the work being spread out.

STAFF RECOMMENDATION

Award a professional services agreement between the City of Salida and SEH Consulting in the amount of \$595,000 for the City of Salida Local Project for Streetscape and Pedestrian Improvements.

SUGGESTED MOTION

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

Followed by a second and then a voice vote.

Future 50 Bike/Ped/Transit Project Elements

-  G/H Street Pedestrian Crossing & G St Realignment/Sidewalk Connectivity
-  Sidewalks on north side from Holman to Walmart/Milk Run
-  Shared-use path on west side of Holman Ave from Hwy 50 to Monarch Spur Trail and connection to CR 110
-  Island median for Gateway within Hwy 50 west of Holman Ave
-  Hard-surfacing of Striker Trail
-  Proposed Chaffee Shuttle Bus Stop Shelters/Signage

Exhibit B

SRTS #6

SRTS #4

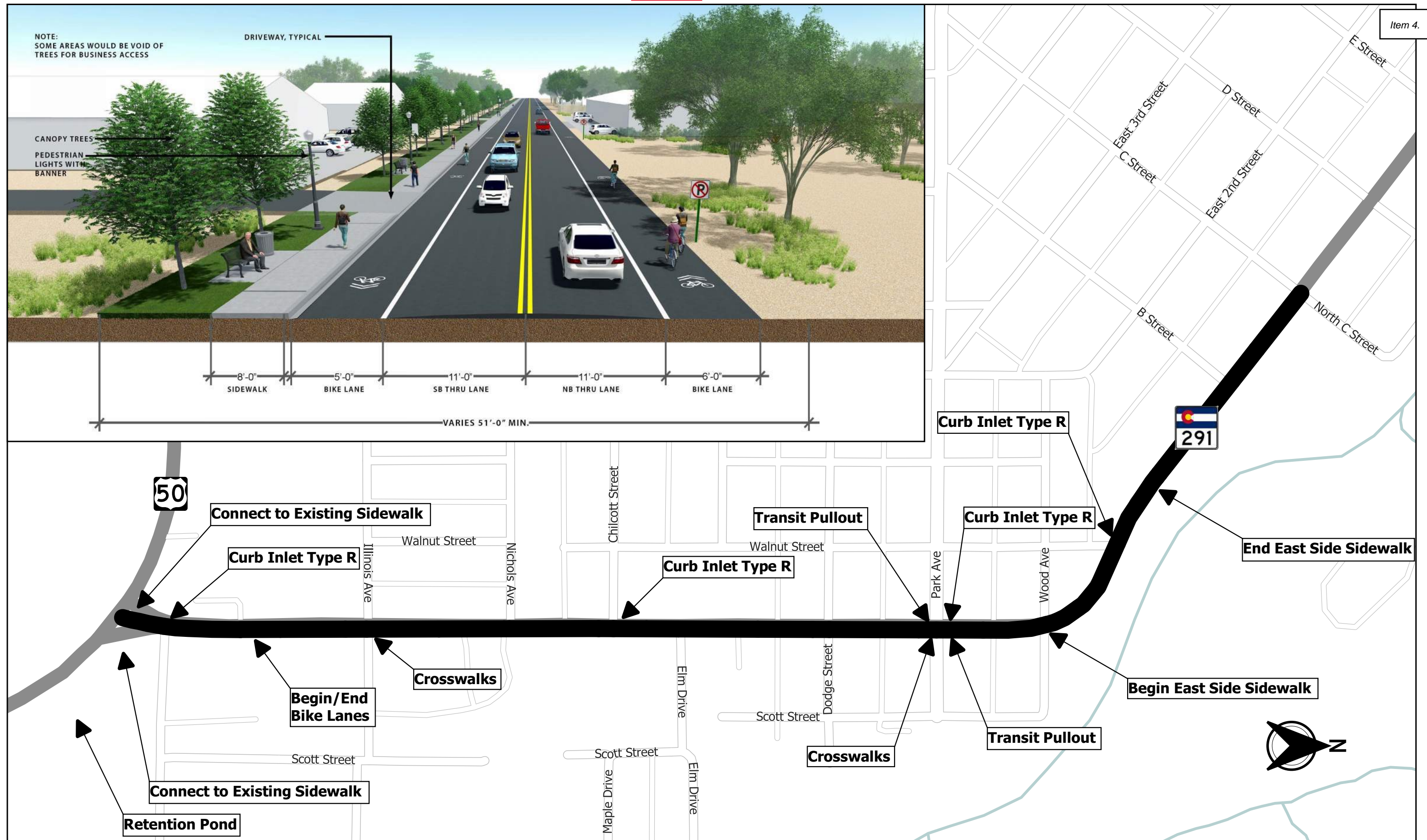
SRTS #2

SRTS #5

SB267 #7

SB267 #1 and #3
HSIP FOR INTERSECTION

Item 4.





CITY COUNCIL ACTION FORM

Department	Presented by	Date
Public Works	David Lady - Public Works Director	November 2, 2021

ITEM.

Consent Agenda

Approving a Reduction of the Warranty Security for Quarry Station Subdivision Filings 2 & 3 in Poncha Springs

BACKGROUND.

The City of Salida Council approved a Sanitary Sewer Extension Agreement for the Quarry Station Subdivision Filings 2 & 3 on October 6, 2020. As part of this agreement, the developer was required to provide a performance and warranty security until the project has been built and accepted.

Section 16-2-60m of the City of Salida Municipal Code allows for a release of the performance and warranty security upon completion and approval of the public improvements. Completion and approval of improvements occurred on October 28, 2021. The release of security is calculated to be 10% of the approved total estimated cost of improvements. The original cost estimate for the sewer portion of Filings 2 & 3 was \$121,260.00, therefore, with a reduction the revised security is calculated to be \$12,126.00.

FISCAL NOTE.

There are no budget implications with the approval of the agreement.

STAFF RECOMMENDATION.

Staff has identified that the request meets the requirements set forth in the City of Salida Municipal Code and recommends approval.

SUGGESTED MOTIONS.

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

Followed by a second and then a voice vote.



CITY COUNCIL ACTION FORM

Department Administration	Presented by Drew Nelson - City Administrator	Date November 2, 2021
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ITEM

A Letter of Agreement with Artspace Projects, Inc. for Preliminary Feasibility and Creative Space Market Studies

BACKGROUND

For some time, the City of Salida has expressed interest in participating in Space to Create Colorado, a program through the State Office of Economic Development and International Trade (OEDIT). Space to Create Colorado helps communities convert buildings into affordable living and work spaces. The program is the nation's first state-led initiative for affordable housing for creative sector workers in rural areas. The program is located within the Colorado Creative Industries (CCI) division of OEDIT, and the City of Salida has hosted two CCI summits in the past few years. CCI representatives have been keenly interested in a Space to Create project in Salida due to our robust arts community and having created the state's first Creative District here.

Current workforce housing conditions have placed considerable pressure and strain on creative artists in Salida. With the City's pending acquisition of a new fire station location and facility, we have an opportunity to repurpose the existing fire station property at 124 E Street into housing along with a maker's space within the City's downtown core. Significant technical and financial assistance is necessary to move Space to Create projects from concept to design to construction, and feasibility and market studies are generally the first step in these processes.

OEDIT and CCI work directly with an organization – Artspace Projects, Inc. – to perform initial feasibility and market studies that are used to create the framework for potential Space to Create projects. Artspace is a non-



CITY COUNCIL ACTION FORM

Department	Presented by	Date
Administration	Drew Nelson - City Administrator	November 2, 2021

profit arts organization specializing in creating, owning, and operating affordable spaces for artists and creative businesses. Generally, these spaces include live/work apartments for artists and their families, working artist studios, arts centers, commercial space for arts-friendly businesses, and other projects. Currently, Artspace has three projects in Colorado: Trinidad (the initial demonstration project in the state), Loveland, and Ridgway. OEDIT and CCI utilize funding provided through the Boettcher Foundation, the Department of Local Affairs, and History Colorado to offset part of the cost of these initial studies. Should the City move forward with this project, these funding pools are used to offset \$25,000 of the cost of Artspace's work (and additional funding can be provided for next steps).

Attached to this memo you will find a Letter of Agreement for Preliminary Feasibility and Creative Space Market Studies. The Agreement includes a specific scope of work for the two studies. The Agreement is currently under review by the City Attorney as to legal form.

FISCAL NOTE

The contractual cost of the preliminary feasibility analysis and the market study is a total of \$60,000. This cost will be partially offset by grant dollars provided by OEDIT, CCI, the Boettcher Foundation, and DOLA. The City's financial commitment for these studies is \$35,000, with the remaining \$25,000 provided by OEDIT.

STAFF RECOMMENDATION

Staff recommends approval of a Letter of Agreement, attached as Exhibit A, with Artspace Projects, Inc. to provide preliminary feasibility and creative space market studies for a Space to Create project within the City of Salida.

**CITY COUNCIL ACTION FORM**

Department	Presented by	Date
Administration	Drew Nelson - City Administrator	November 2, 2021

SUGGESTED MOTION

A City Councilmember should state, "I move to approve a Letter of Agreement for Preliminary Feasibility and Creative Space Market Studies with Artspace Projects, Inc., pending City Attorney review and approval, and instruct the City Administrator to sign the Letter of Agreement", followed by a second and a roll call vote.



artspace

City of Salida, Colorado - Proposal



Clockwise from top left: Trinidad, CO // Elgin, IL // Honolulu, HI



OFFICES: Minneapolis / New York City / Washington D.C.

250 Third Avenue North, Suite 400, Minneapolis MN 55401
P 612.333.9012 F 612.333.9089 ARTSPACE.ORG

Letter of Agreement – Preliminary Feasibility & Creative Space Market Studies

THIS LETTER OF AGREEMENT (this "Agreement") made and entered into this ____ day of _____ 2021 (the "Effective Date") by and between ARTSPACE PROJECTS, INC., a MINNESOTA NONPROFIT CORPORATION having an address at 250 3RD AVENUE NORTH, SUITE 400, MINNEAPOLIS, MN 55401 ("Artspace") and the City of Salida, a MUNICIPALITY with a mailing address at 448 EAST 1ST STREET, SUITE 112, SALIDA, CO 81201. ("City of Salida" and Artspace are each a "party" and together the "parties")

The parties agree as follows:

1. Overview:

Subject to the terms, conditions and covenants in this Agreement, Artspace contracts with the City of Salida, and the City of Salida with Artspace, to perform the scope of work ("Scope") as more particularly described in Exhibits "A1 and A2" attached hereto. The Scope's budget, timeline, and fee disbursement schedule are more particularly described in Exhibit "B" attached hereto.

2. Term:

The term of this Agreement shall commence on the Effective Date (as defined above) and shall continue until all deliverables as outlined in Exhibits "A1 and A2" are completed (the "Scope Completion"; such period, the "Term").

3. Qualifications:

The City of Salida shall provide any and all support relevant to the successful completion of the Scope as outlined in Exhibits "A1 and A2" and further defined in "Exhibit C" including, but not limited to, providing documents relevant or appropriate for Artspace review, arranging for site/building tours and information, assigning key staff to work with Artspace, coordinating logistics for meetings and leading public outreach and promotional efforts.

4. Fee:

The total fee for this work is Sixty Thousand and 00/100 (\$60,000) to be paid in two installments. On the Effective Date, the City of Salida shall pay Artspace an initial deposit in the amount of Thirty Thousand and 00/100 Dollars (\$30,000) ("Initial Deposit"). The City of Salida shall pay Artspace the second installment in the amount of Thirty Thousand (\$30,000) upon receiving the draft of the arts market study report of findings. In the event of a cancellation requested by the City of Salida within the first thirty (30) days of the Effective Date, Artspace shall be entitled to a nonrefundable cancellation fee in the amount Two Thousand Five Hundred Dollars and 00/100 (\$2,500) ("Cancellation Fee"), which may be deducted from the Initial Deposit. In the event of a

cancellation requested by the City of Salida at any point after the first thirty (30) days of the term but before Scope Completion, Artspace shall be entitled to compensation calculated at the hourly rate described in Exhibit "B" for the actual hours worked plus any documented out-of-pocket expenses ("Balance Due"). Artspace may retain a portion of the Initial Deposit up to the amount of Balance Due. In the event that the Initial Deposit is insufficient, the City of Salida agrees to immediately remit the remaining Balance Due to Artspace.

5. Proprietary Use:

With the exception of the deliverables described in Exhibit "A", all materials, written or otherwise, provided by Artspace remain the property of Artspace and may not be reproduced, copied or disseminated to third parties for purposes of sale or other benefit beyond the intended use under this contract as particularly described in Exhibit "A" as "The Purpose", without the prior written approval of Artspace.

6. Trademark Infringement:

The City of Salida is granted the right to use the Artspace name and/or brand solely in conjunction with the Scope of the project as outlined in this Agreement and shall not use the Artspace name and/or brand in conjunction with or connection to any other projects or marketing materials for which Artspace is not a consultant including, but not limited to, identifying a future project or development as arts-focused. The City of Salida agrees to notify Artspace of any potentially unauthorized use of the trademarks internally or by others promptly as it comes to the City of Salida's attention. Artspace shall have the sole right and discretion to bring infringement proceedings involving trademarks.

Because the damages resulting from unauthorized use will render irreparable harm to Artspace that will be difficult to quantify, Artspace shall be entitled to seek any and all equitable relief, including, but not limited to, injunctive relief, and to any other remedy that may be available under any applicable law or agreement between the parties. The City of Salida acknowledges that an award of damages to Artspace does not preclude a court from ordering injunctive relief. Both damages and injunctive relief shall be proper modes of relief and are not to be considered as alternative remedies.

7. Assignment or Subcontracting:

With the exception of Subcontractors identified in Exhibit "A", Artspace may not subcontract any portion of the Scope without the prior written consent of the City of Salida.

8. Address of Artspace and the City of Salida Notices:

All notices required hereunder between Artspace and the City of Salida shall be given in writing, by United States certified mail, return receipt requested, or by nationally recognized overnight courier service, to Artspace and the City of Salida at the address shown in the opening paragraph of the Agreement. All payments due hereunder shall be given to Artspace and the City of Salida, as the case may be, at the address shown in the opening paragraph of the Agreement.

9. COVID-19 Pandemic Protocol:

We will work together to find reasonable mutually acceptable COVID-19 protocols, including CDC, state, and local guidance regarding masking, vaccination, etc. We ask that others are respectful of others masking choices regardless of local protocols.

10. Termination:

This Agreement may be terminated by either party without cause with ten (10) business days advance written notice; provided, however, that all compensation due to Artspace through such termination date shall be paid by the City of Salida. Upon termination, Artspace shall deliver to the City of Salida all completed materials as of the date of termination.

11. Amendment and Modification:

This Agreement embodies the full agreement of the parties and supersedes any and all prior understandings or commitments concerning the subject matter of this Agreement. Any modification or amendment must be in writing and signed by both parties.

12. Governing Law:

This Agreement is governed by and shall be construed in accordance with the laws of the state in which the City of Salida is located.

13. Release and Indemnification:

Except as provided herein, neither Artspace nor any of its respective affiliates, agents, consultants, partners, officers, members, managers, directors or employees, shall be liable for any claims relating to damages arising out of or in connection with the performance of this Agreement, including any violation of the law, statute, regulation or other illegal act by Artspace or its affiliates. The City of Salida shall indemnify and hold Artspace harmless from and against any and all costs, damages, claims and liabilities arising out of or relating to the Scope responsibilities of Artspace as described in "Exhibits A1 and A2." The provisions of this paragraph shall survive the expiration and any termination of this Agreement.

The City of Salida shall fully indemnify, hold harmless and defend Artspace and its directors, officers, employees, and agents, from and against all damages resulting from claims of gross negligence, willful misconduct or fraud on the part of the City of Salida and its directors, officers, employees, and agents, from and against all damages resulting from claims of gross negligence, willful misconduct or fraud on the part of Artspace, its employees, volunteers, and agents arising out of, resulting from, or relating to the work performed under this Agreement.

14. Disclaimer:

Results depend upon a variety of factors unique to each agreement. Prior results do not guarantee or predict a similar result in any pending or future project undertaken by Artspace.

The Deliverables in addition to the written or other materials provided by Artspace are intended

as guidance for those who wish to explore or advance an arts-related project. While the deliverables and other materials provided reflect Artspace's expertise as a real estate developer for artists and arts organizations, and are provided in good faith, Artspace makes no representation or warranty about the value of any of the information in relation to the success of any specific project.

15. Return of Property:

Upon Scope Completion or termination of this Agreement, the City of Salida agrees to return to Artspace any property, documentation, records, or confidential information that is the property of Artspace.

16. Capacity/Independent Contractor:

Artspace shall be deemed to be an independent contractor and is not an employee, partner, or co-venturer of, or in any other service relationship with the City of Salida. The manner in which Artspace's services are rendered shall be within Artspace's sole control and discretion.

17. Severability of Provisions:

Each provision of this Agreement shall be considered to be severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

18. No Continuing Waiver:

The waiver by either party of any breach of the terms of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.

19. Binding Agreement:

This Agreement shall be binding on the parties hereto, and their heirs, executors, personal representatives, successors and assigns.

20. Headings:

All section headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any section.

21. Terminology:

All personal pronouns used in this Agreement, whether used in the masculine, feminine and neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

22. Confidentiality:

It is understood and agreed to that Artspace may provide certain information that is and must be kept confidential. The Confidential Information to be disclosed may include, but is not limited to, technical and business information relating to proprietary ideas and inventions, ideas, patentable ideas, trade secrets, drawings and/or illustrations, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, contact lists, survey responses, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.

To ensure the protection of such information, and to preserve any confidentiality necessary under law, the City of Salida shall not disclose any Confidential Information obtained from Artspace.

[Remainder of page intentionally left blank. Next page is the signature page.]

Draft

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date shown on the first page of this Agreement.

AGREED TO:

Artspace Projects, Inc

Wendy Holmes
Senior VP, Artspace Consulting

DATE

City of Salida

Drew Nelson
City Administrator

DATE

Contact Information

Wendy Holmes
Senior VP
Artspace Projects, Inc.
250 Third Avenue North
Suite 400
Minneapolis, MN 55401
wendy.holmes@artspace.org
(612) 747-5708

Drew Nelson
City Administrator
City of Salida, CO
448 E. 1st Street, Suite 112
Salida, CO 81201
drew.nelson@cityofsalida.com
719-539-4555

Please return executed contract:

ATTN: Naomi Marx
Artspace Projects, Inc.
250 Third Avenue North
Suite 400
Minneapolis, MN 55401
Naomi.marx@artspace.org

Exhibit A.1

Preliminary Feasibility Study

The City of Salida, a Space to Create Community, has invited Artspace to submit a proposal for a Preliminary Feasibility Study of affordable live/work housing for creatives. The purpose of this scope of work ("Purpose") is to help the City of Salida understand the potential to create a successful, affordable, self-sustaining creative space development project (the "Project") in Salida, CO. The visit and ensuing report are also intended to: help the City of Salida understand and explore key elements that determine feasibility of a project (project concept, potential sites, market need, funding and financing, local leadership, and alignment with broader community goals); engage key stakeholders to build support for the Project; and outline the next steps necessary to move the Project forward.

Preliminary Feasibility Study Scope of Work

1. Visit Preparation.
 - a. Assign two Artspace staff as project leads;
 - b. Work with City Staff or (assignee) to set dates, customize the visit agenda and identify 10-12 key individuals to help carry out the study (the "Core Group")
 - i. We plan to divide the Core Group into two sub-teams one to focus on the Preliminary Feasibility Study (Exhibit A.1) and one to help with the Creative Space Market Study (Exhibit A.2).
 - c. Conduct two conference calls with the Core Group:
 - i. Kick-off call to meet the Core Group, review visit preparation materials, and articulate goals for the visit. Artspace has a full packet of information via Dropbox and Google drive to help with planning and preparation that we review during this kick-off call.
 - ii. Pre-visit check in call, approximately one week before the visit and/or start of focus groups, to review visit details and answer any questions.
 - d. Provide Core Group with preparation materials, including a sample agenda, suggested participants, and meeting planning tips;
 - e. Review relevant materials about the community prior to the visit, including site map(s), concept write-ups, or floor plans;

- f. Review existing market, redevelopment, cultural planning, city planning or other appropriate available studies;
 - g. Prepare a slideshow presentation that provides background on Artspace and prompts discussion during the focus groups and public meeting.
 - h. For virtual focus groups Artspace uses Zoom and the Menti.com platform for interactive (typed) feedback. The use of Menti.com will require participants have web access through a handheld device or preferably a computer for full participation. Participant may join Zoom by phone (voice) only, but the experience will be limited.
 - i. Confirm travel dates and provide arrival/departure times;
 - j. Communicate via email or phone to assist Core Group with visit and virtual meeting preparation, as needed.
 - k. Provide phone or email interviews with local press, as requested.
2. Preliminary Feasibility Visit.
- a. Virtual Focus group with Individual Creatives and Creative Businesses/Organizations held prior to the in-person visit.
 - i. Creatives and Creative businesses/organizations. e.g. A diverse cross section of people working in the maker, arts, creative and cultural industries, and compatible community organizations. Participants should represent a diversity of perspectives, in terms of discipline/craft, career stage, age, ethnic and cultural background, as well as a balance between individuals and organizations. This meeting focuses on articulating the project concept, understanding the market for a new creative-space facility, and collecting feedback about the creative sector's current assets, challenges and opportunities.
 - b. Travel to Salida for one, two and a half-day visit, by two or three Artspace staff (the "Visit"). The total fee is inclusive of all travel expenses including hotel accommodations, meals, car rental, and staff travel time.
 - c. In person tour of 2-3 potential project sites for new construction or building reuse. This tour should also include a tour of the Salida Creative District, and other community and creative assets, and facilities as well as a general tour of the priority area(s) under consideration for this Project.
 - d. In person or virtual *Equity in Space* focus group conversation (if in-person may be held as a luncheon) with diverse leaders and creatives identifying

as Black, Indigenous or as a Person of Color (BIPOC). The conversation and breakout sessions focus on issues relating to access and equity in creative spaces.

- e. Facilitate up to two additional focus group meetings (one in person and one virtual) to understand the priorities, interests, community goals, and space needs of each stakeholder group. Each meeting includes a short presentation to introduce the Artspace model and a facilitated discussion. Focus group meetings educate about creative space facility development, elicit feedback on the Project, and provide a platform for questions, concerns and support. The two additional focus group meetings typically include the following stakeholder groups:
 - i. Civic Leadership. e.g. Key City, County and/or State staff and elected officials, as well as leaders from other community groups such as a chamber of commerce, tourism board, Creative District, main street organization, and Rotary Club, etc. This meeting focuses on civic involvement, a shared vision for development, current initiatives, and complementary community goals;
 - ii. Funding and Financing Leadership e.g. Local public and private funders, economic development officials, nonprofit developers, and representatives from local banks, CDFI's and businesses. This meeting focuses on how affordable mixed-use creative space facilities are developed and sustained as well as available funding sources and tools for predevelopment and development; and potential partners/tenants/programs that will bolster the project's sustainable community impact;
- f. Present and host one of the following types of public meetings: a virtual public meeting, in-person open house, or artist engagement happy hour. The format for this meeting is up to the community and should follow mutually agreed upon COVID-19 safety protocols. Format examples include: a presentation slideshow about the Artspace model and the proposed project with a facilitated Q&A session to receive community input and answer questions; a community open house with tables and exercises to receive input from the broader community; a happy hour meet and greet format with creatives in a creative space in the community for deeper conversation with a selected group.
 - i. In Salida, CO, this meeting will also serve as the Creative Space Market Survey launch event in whichever manner the community decides. This is detailed in Exhibit A.2.
- g. Meet with the Core Group to discuss the project concept, answer questions and discuss initial impressions from the Visit and discuss the Creative Space Market Survey outreach strategy.

3. Post-Visit

- a. Compile notes and perform any necessary additional research;
- b. Write a Preliminary Feasibility Report based on the six criteria of an Artspace project and deliver first draft 6-8 weeks after the final focus group.
- c. Facilitate a conference call with Core Group to discuss draft report, next steps, and suggested revisions. If Core Group is unavailable by phone, it may choose to compile edits from the group into one document and share via email;
- d. Finalize and deliver final report 2-3 weeks after receiving one round of Core Group edits. If edits are not received within 4 weeks of delivery of draft report, Artspace will independently finalize and deliver the final report. Up to five (5) physical copies of the report can be delivered, upon request.

Deliverables:

- Preliminary Feasibility Report

Exhibit A.2

Creative Space Market Study

City of Salida has invited Artspace to conduct a Creative Space Market Study of Individual Creatives to inform a potential development project. The “Project” will be defined as an affordable, creative industry-focused live/work mixed use project. The purpose of this scope of work (“Purpose”) is to provide the City of Salida and creative space advocates the data to inform the Project’s development. This work will commence in tandem with the Preliminary Feasibility Study.

The survey(s) will collect data from creatives living, working, and/or doing business within a 50-mile radius of Salida, Colorado. The survey instrument is designed to assess the market demand for different types of creative space, space needs, and the demographics and households interested in space.

Creative Space Market Study Scope of Work

1. Survey Preparation

- a. Provide the City of Salida the survey template.
- b. Provide City of Salida with online access to the Artspace Preparation Packet via dropbox.com. The packet includes original documents to guide outreach strategy, templates to organize the outreach effort, and examples from other communities. This content can be used in websites, social media, printed materials, and for coordinating events. While the outreach may be conducted at no cost, using volunteer assistance and in-kind-donation, Artspace highly recommends additional funding for a modest budget to cover costs that may include: stipends for volunteers, graphic designer and printing fees, food/beverages for any in-person events, social media boosts and influencer stipends. See Section 1.g. for more information.
- c. Create a timeline for the scope, outlining tasks and target dates for both Artspace and City of Salida, (“Timeline”).
- d. Facilitate one kick-off phone call with [MAIN CONTACT] to walk through the Timeline and the Artspace Survey Outreach Packet, review the template and

goals of the study, and discuss the formation and roles of the Core Group (defined in Exhibit C), and answer any questions.

- e. Create a customized survey instrument(s) based on the survey template with up to three modifications.
 - i. Send AMS Core Group subcommittee customized survey instrument(s) for review and input. The City of Salida will have one week from delivery of the draft survey to review and test online functionality and provide feedback or suggested edits (as defined per Timeline). Main contact should compile all feedback and edits from the Core Group into one document and submit via email for Artspace's review;
 - ii. If [MAIN CONTACT] requests changes to the survey instrument(s), one conference call may be held on or prior to the Feedback Due Date (as defined by Timeline) to discuss the proposed changes. If the [MAIN CONTACT] does not provide feedback by the Feedback Due Date, Artspace will independently finalize the survey instrument(s); and
 - iii. Present a final draft to City of Salida.
 - f. Create a web page to host the survey link, if requested with a vanity URL.
 - g. Support outreach efforts by providing guidance and reviewing promotional materials developed by City of Salida. All materials that include Artspace's name, logo and/or images must be sent to Artspace for review prior to release.
 - i. Artspace recommends working with a local graphic designer/ city staff to create social media posts, postcards, flyers, etc. This fee is **not** covered by Artspace.
 - ii. Artspace recommends setting aside a modest marketing budget for the survey open period (\$200-\$500) for targeted ads and boosts and for help from local artists with survey promotion. This fee is **not** covered by Artspace.
2. Survey Launch and Ongoing Support
- a. Presentation at the public meeting detailed in the Preliminary Feasibility Scope Exhibit A.1. Including information about the survey and a call-to-action to take the survey. Following the presentation, Artspace will facilitate a question-and-answer period; and

- i. As part of the final meeting during the Feasibility Study visit, Artspace will meet with the Core Group to review Survey Launch and discuss outreach strategy moving forward.
 - b. Provide weekly detailed survey updates to support outreach strategy.
- 3. Survey Analysis and Reporting
 - a. Coordinate customization of the analysis, as requested by the [MAIN CONTACT]. Customization included in this Scope may involve:

- i. Cross-tabulation via SPSS of up to two additional survey questions. This analysis will be provided in an electronic Excel spreadsheet or in the report as appropriate.

Note: Cross-tabulation is only available on certain question types. City of Salida should provide requests during or before instrument development to ensure that the survey design will permit the request. Artspace does not guarantee that all requests for cross-tabulation can be fulfilled.

- b. Deliver the Report of Findings and Technical Report that articulates methodology and summarizes statistical information on the individual creatives interested in space in the Project. The report also includes recommendations and design guidelines in the context of the Project.
 - c. Compile and deliver supplementary materials, including:
 - i. Contact information of respondents to the survey(s) who wish to receive follow up notices.
 - ii. Verbatim responses provided from open-ended text fields.
 - iii. Summary of total respondent data.
 - iv. Zip code data; and
 - v. Data summary from any customized survey questions.

Note: Artspace will not provide raw survey data under this contract.

Deliverables:

- Report of Findings
- Technical Report Addendum
- Supplementary Materials

All deliverables will be provided digitally. Up to five (5) hard copies of the Report of Findings and Technical Report Addendum can be provided upon request.

Exhibit B

Timeline and Fee Disbursement

Budget

The fee for the proposed Preliminary Feasibility Study and Creative Space Market Study is \$60,000. This flat fee includes staff time, deliverables, and travel expenses and travel time.

This contract is set up not to exceed the total fee of \$60,000 as noted above unless another agreement is put into place with a specific work scope. For additional services, Artspace charges \$250 per hour for its consulting work.

Timeline and Fee Disbursement

Scope of Work will commence upon receipt of deposit.

This timeline assumes that a contract is signed and an initial payment of \$30,000 (1/2 of the work fee) is received by December 2021. The second \$30,000 would be due within 30 days of the delivery of the draft Arts Market Study Report of Findings and final deliverables of this contract.

Exhibit C

Additional notes on roles and responsibilities

The City of Salida agrees to:

- Assign a main point of contact/proxy for the City of Salida's communication with Artspace.
- Provide any relevant documents for Artspace's review prior to the initial visit;
- Create an agenda for the joint PFS/AMS visit, based upon the sample provided, and share with Artspace no less than two (2) weeks before the visit;
- Coordinate the Core Group members which will likely be subdivided into a Preliminary Feasibility "Exhibit A.1" an Arts Market Study "Exhibit A.2" teams.
- Coordinate logistics for the execution of the agenda. Which includes:
 - a. Identifying and inviting the appropriate individuals or groups.
 - b. Promoting the public meeting, encouraging creatives, community members, stakeholders and all to attend.
 - c. Securing space (and/or time) and setting up for all focus groups and meetings. If a community Open House is conducted, multiple tables and/or boards may be required as part of the set-up, in addition to seating.
 - d. Providing technology for in-person presentations, which includes projector, screen/blank wall, power source, microphone and extension cord (if needed). Artspace will bring a mac laptop and adaptor to plug into provided projector.
 - e. Ensure reasonable and mutually acceptable COVID-19 protocols, including CDC, state, and local guidance regarding masking, vaccination, etc. are followed. We ask that others are respectful of others masking choices regardless of local protocols.
 - f. Arranging for site and area tour.
 - g. Pay for any on-site meeting arrangement fees (e.g., space rentals, food/beverage etc.) and any stipends that will be offered to Core Group members or focus group attendees. Stipends are not included in the Artspace fee but are a best practice to help remove financial barriers to equitable community participation.

- Coordinate logistics for the Creative Space Market Survey launch and assume responsibility for all community outreach and survey promotion.
 - a. Pay for artists, graphic designer, or any outreach and marketing fees that occur.
- Maintain the confidentiality of Creative Space Market Survey respondents and only use contact information obtained from the survey to provide information specifically requested by the respondent; and
- Pay additionally to Artspace any reasonable and/or necessary costs incurred by Artspace to rearrange or cancel travel itineraries as requested by the City of Salida or necessitated by changes initiated by same.

Draft



CITY COUNCIL ACTION FORM

Department	Presented by	Date
City Clerk	Erin Kelley - City Clerk	November 2, 2021

ITEM Resolution 2021-38 – Amending the 2021 Fee Schedules

BACKGROUND

On September 21, 2021, City Council adopted Ordinance 2021-14 to update procedures related to parking and traffic violations. In relevant part, Ordinance 2021-14 allowed violators to appeal the entry of default judgement for certain parking and traffic violations by petitioning for a hearing before the Municipal Court. At present, fees for the court costs and victim's assistance fund associated with the two-hour parking infraction are not included in the 2021 Fees Schedule. This Resolution would provide that \$30.00 in court costs and \$5.00 for the victim's assistance fund are permissible fees for this violation, as is the standard practice for other parking violations.

STAFF RECOMMENDATION

Staff recommends approval, so as to fairly recouperate administrative costs associated with hearings contesting two-hour parking violations.

SUGGESTED MOTION

"I move to approve Resolution 2021-38, amending the 2021 Fee Schedules."

**RESOLUTION NO. 38
(Series 2021)**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA,
COLORADO AMENDING THE 2021 FEE SCHEDULES**

WHEREAS, the Salida Municipal Code (“Code”) establishes rules and regulations for the operations of the City of Salida (“City”) and provides for the establishment of fees for various City services throughout the Code;

WHEREAS, the City relies upon fees to administer services to its customers, residents, and citizens;

WHEREAS, fees associated with the services provided by the City require adjustment from time to time to account for matters such as: increases in costs to provide services; the implementation of new services, regulations, and procedures; changing circumstances; and amendments to the Code;

WHEREAS, on December 15, 2020, City Council adopted the 2021 Fee Schedules via Resolution No. 2020-43;

WHEREAS, following the adoption of the 2021 Fee Schedules, City Council amended the 2021 Fee Schedule on October 5, 2021 via Resolution 2021-34;

WHEREAS, on September 21, 2021, City Council adopted Ordinance 2021-14 to update procedures related to parking and traffic violations;

WHEREAS, Ordinance 2021-14 allows violators to appeal the entry of default judgement for certain parking and traffic violations by petitioning for a hearing before the Municipal Court;

WHEREAS, at present, no fees are authorized for the court costs and victim’s assistance surcharge associated with violation of the two-hour parking limit;

WHEREAS, City Council has determined that the amended fees, as they relate to the court costs and victim’s assistance surcharge for two-hour parking limit violations, are appropriate, fair, and justified; and

WHEREAS, the applicable portion of the amended 2021 Fee Schedules is attached hereto and incorporated herein as Exhibit A.

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

1. The City Council incorporates the foregoing recitals as its conclusions, facts, determinations, and findings.
2. This resolution and updated Fee Schedules are intended to supersede all previous fee

schedules adopted by the City Council.

3. Effective upon approval, the City hereby adopts the amended 2021 Fee Schedules, with the applicable updated portions attached hereto as Exhibit A.

RESOLVED, APPROVED, AND ADOPTED this 2nd of November, 2021.

City of Salida

Mayor P.T. Wood

ATTEST:

City Clerk/Deputy City Clerk

Exhibit A
Amended Portion of 2021 Fee Schedules

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

PASSING

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

PEDESTRIAN/ANIMAL RIDER VIOLATIONS

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



CITY COUNCIL ACTION FORM

Department Finance	Presented by Aimee Tihonovich - Finance Director	Date November 2, 2021

ITEM

Resolution no. 39 – 2nd Budget Amendment

BACKGROUND

A budget is a planning tool and it is appropriate to revisit the plan periodically to evaluate for updates. A 2nd amendment to the 2021 budget is deemed to be necessary to accommodate several updates as outlined in the attached resolution.

FISCAL NOTE

The resolution acknowledges the receipt of \$764,000 in federal ARPA revenue not originally anticipated in the budget and amends the budget to allow for the use of \$350,000 of the ARPA funds as a contribution to Jane's Place such contribution approved by Council at their September 7, 2021 meeting.

The resolution also amends the budget to accommodate the purchase of Land in the amount of \$790,000 for the Fire House such action approved by Council at their August 17, 2021 meeting.

The remaining portion of the amendment transfers monies between funds to better accommodate and account for activities described in the resolution.

STAFF RECOMMENDATION

Staff recommends adopting the resolution.

SUGGESTED MOTION

After the hearing is closed, a City Councilperson should make a motion to adopt the resolution to amend the 2021 Budget

CITY OF SALIDA, COLORADO
RESOLUTION NO. 39
(Series 2021)

**AN AMENDMENT TO RESOLUTION 2020-37 ESTABLISHING BUDGET AND APPROPRIATIONS BY FUND
FOR THE CITY OF SALIDA OPERATIONS FOR CALENDAR YEAR 2021**

WHEREAS, City Council adopted Resolution No. 2020-37, dated October 20, 2020 establishing the Budget and appropriations by fund for the City of Salida operations in calendar year 2021; and

WHEREAS, this Council, by Resolution No. 2021-15, dated May 18, 2021, amended the budget and appropriations for calendar year 2021; and

WHEREAS, C.R.S. Section 29-1-109 requires that changes to the budget due to any transfer, supplemental appropriation, or revised appropriation be made by ordinance or resolutions; and

WHEREAS, this Council has determined a second amendment to the 2021 budget and appropriations for the General Fund in the amount of \$1,140,000 is necessary in order to transfer funds earned in the general fund to other funds for purposes explained below.

WHEREAS, this Council has determined a second amendment to the 2021 budget and appropriations for the Capital Improvement Fund in the amount of \$790,000 is necessary in order to purchase property which will be utilized for the future home of the City of Salida fire station, such purchase to be funded with a transfer of funds accumulated in the General Fund.

WHEREAS, this Council has determined a second amendment to the 2021 budget and appropriations for the Housing Fund is necessary in order to accommodate a payment to Chaffee County Community Foundation in the amount of \$350,000 for the 'Jane's Place' housing project such payment to be made from the City's allocation of American Rescue Plan Act (ARPA) federal dollars which will be transferred out of the General Fund and an amendment of \$32,000 is necessary to pay the agreed upon City of Salida portion of the operating funds for the Multi-Jurisdictional Housing Authority such spending to funded by a transfer from the Economic Development Fund where this payment was originally budgeted.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Salida, Colorado that the budgets and appropriations by fund for Calendar Year 2021 be amended as follows:

Fund	Original Budget Reso No. 2020-37	1st Amendment Reso No. 2021-15	This Change	Explanation	Amended Budget & Appropriation
Estimated Revenues:					
General Fund	\$ 8,410,000	\$ 332,320	\$ 764,000	ARPA Federal funds received	\$ 9,506,320
Water Fund	\$ 6,114,600				\$ 6,114,600
Wastewater Fund	\$ 1,927,000				\$ 1,927,000
Conservation Trust Fund	\$ 62,000				\$ 62,000
Streets Fund	\$ 2,844,576	\$ 177,280			\$ 3,021,856
Capital Improvement Fund	\$ 1,951,500	\$ 44,320	\$ 790,000	Transfer in from General Fund	\$ 2,785,820
Economic Development Fund	\$ 136,200	\$ 11,080			\$ 147,280
Lodging Tax Fund	\$ 420,000				\$ 420,000
Housing Fund	\$ 50,000	\$ 720,000	\$ 382,000	Transfers in From General & Economic Development Funds	\$ 1,152,000
	\$ 21,915,876	\$ 1,285,000	\$ 1,936,000		\$ 25,136,876
Estimated Expenditures:					
General Fund	\$ 10,580,738	\$ 213,000	\$ 1,140,000	Transfers out to other funds	\$ 11,933,738
Water Fund	\$ 6,018,870	\$ 25,000			\$ 6,043,870
Wastewater Fund	\$ 2,633,814	\$ 27,000			\$ 2,660,814
Conservation Trust Fund	\$ 340,000				\$ 340,000
Streets Fund	\$ 3,748,792	\$ 16,000			\$ 3,764,792
Capital Improvement Fund	\$ 1,951,500	\$ 284,000	\$ 790,000	Land Purchase	\$ 3,025,500
Economic Development Fund	\$ 247,000				\$ 247,000
Lodging Tax Fund	\$ 420,000				\$ 420,000
Housing Fund	\$ -	\$ 720,000	\$ 382,000	Contributions to 'Jane's Place' and 'Housing Authority'	\$ 1,102,000
	\$ 25,940,714	\$ 1,285,000	\$ 2,312,000		\$ 29,537,714

APPROVED AND PASSED this 2nd day of November, 2021 by a vote of _____ to _____.

CITY OF SALIDA, COLORADO

By: _____
P.T. Wood, Mayor

[ATTEST]

City Clerk/Deputy City Clerk

**REQUEST FOR CITY COUNCIL ACTION**

Meeting Date: November 2, 2021

AGENDA ITEM NO.	ORIGINATING DEPARTMENT: Community Development	PRESENTED BY: Bill Almquist
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ITEM:

Resolution No. 2021-40 Approving the Subdivision Improvements and Inclusionary Housing Agreement for the West End Major Subdivision.

BACKGROUND:

The West End Major Subdivision was approved by the City Council with the adoption of Resolution 2021-32 on September 21, 2021. West End is a 24-lot, 43-unit residential project on 5.32 acres that was approved by a major impact review. As part of the negotiations, the applicants agreed that they will build at least five (5) affordable housing units within the development, and will pay a fee-in-lieu of inclusionary housing for the partial units.

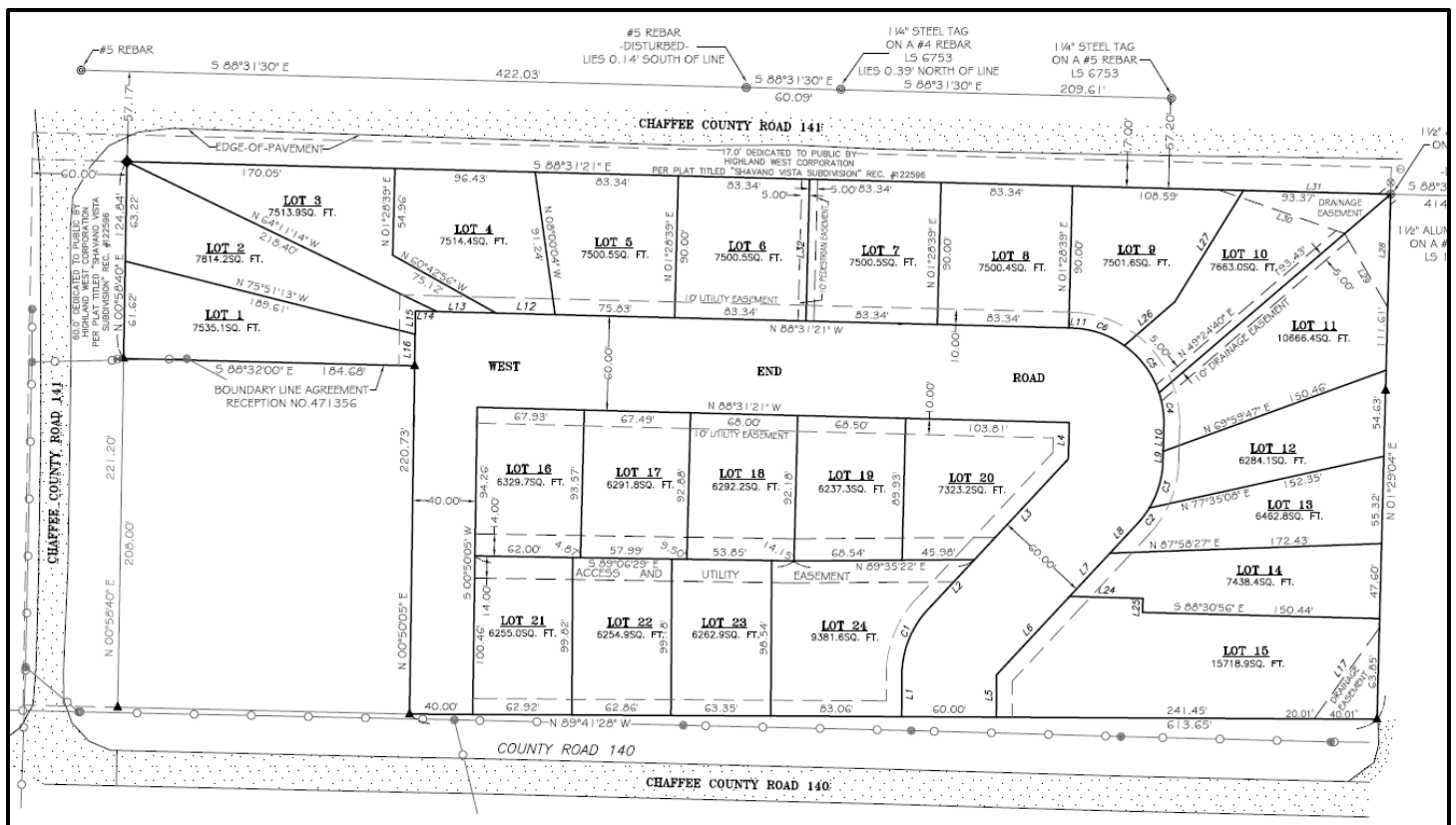
Vicinity Map



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: November 2, 2021

AGENDA ITEM NO.	ORIGINATING DEPARTMENT:	PRESENTED BY:
	Community Development	Bill Almquist

Site Plan**DISCUSSION:**

The attached agreement addresses the financial guarantees for the construction of public improvements for the project, as well as the particulars for implementing the City's inclusionary housing requirements. The particulars of these two main sections of the West End Major Subdivision agreement are described below:

DEVELOPMENT IMPROVEMENTS AND SUBDIVISION IMPROVEMENTS AGREEMENT:

Section 16-2-60 of the Salida Municipal Code (SMC) requires a subdivision improvements agreement for subdivisions. Section 5 of the agreement sets the standard for the developer to put in place a financial guarantee in place for the public improvements which the City can utilize to complete the project in case of default by the developer. The amount of the financial guarantee generally must be 125% of the estimated cost; for West End the amount is \$1,267,166.25. This portion of the agreement also describes the construction and approval process; and the warranty timeline between approvals

**REQUEST FOR CITY COUNCIL ACTION**

Meeting Date: November 2, 2021

AGENDA ITEM NO.	ORIGINATING DEPARTMENT:	PRESENTED BY:
	Community Development	Bill Almquist

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 went into effect in November of 2018 with the adoption of Ordinance 2018-14. The ordinance requires major subdivisions to either include 12.5% of the units as affordable; or pay a fee-in-lieu, due at the time of building permit submittal. During the Annexation process, the applicant offered to provide a minimum of five (5) Inclusionary Housing units, based upon the proposed total of 43 units, which was provided as a condition of approval (among others) for the project. The relevant fees-in-lieu for Inclusionary Housing will be paid for the remaining partial unit (3). During the same annexation process, the developer also agreed to give preference specifically to Chaffee County residents for a minimum of six (6) units, though not specifically at an affordable housing rate, and at terms spelled out in the conditions of the annexation agreement and the agreement referenced herein. The code requires the final agreement for how a developer will meet the requirements to be by agreement between the City and Developer. Section 7 specifically defines how the inclusionary housing responsibilities will be met.

STAFF RECOMMENDATION:

Staff recommends approval of the Subdivision Improvements and Inclusionary Housing Agreement for the West End Major Subdivision.

SUGGESTED MOTION:

A council person should make the motion "I move to approve Resolution 2021-40 to approve the proposed subdivision improvements and inclusionary housing agreement for the West End Major Subdivision."

Attachments:

- Resolution 2021-40
- Subdivision Improvements and Inclusionary Housing Agreement for the West End Major Subdivision
- Resolution 2021-32: Approving West End Major Subdivision

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 40
(Series 2021)**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO
APPROVING THE SUBDIVISION IMPROVEMENTS AND INCLUSIONARY
HOUSING AGREEMENT FOR THE WEST END MAJOR SUBDIVISION**

WHEREAS, the property owner, SGP, LLC (Represented by Tory Upchurch, “Developer”) is the owner of the West End Major Subdivision; and

WHEREAS, on September 21, 2021 the City Council approved Resolution No. 2021-32 for the West End Major Subdivision which consists of twenty-four (24) lots and up to 43 units on the 5.32 acres (“Property”); and

WHEREAS, pursuant to Sections 16-2-60 of the Salida Municipal Code (“Land Use Code”) and the conditions set forth in Resolution 2021-32, the City and the Developer wish to enter into a Subdivision Improvements Agreement to set forth their understanding concerning the terms and conditions for the construction of the development’s public improvements and other improvements; and

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

WHEREAS, the City Council therefore now wishes to approve and execute a Subdivision Improvements and Inclusionary Housing Agreement with the Developer for the West End Major Subdivision; and

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

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

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

RESOLVED, APPROVED AND ADOPTED on this 2nd day of November, 2021.

CITY OF SALIDA, COLORADO

Mayor PT Wood

(SEAL)
ATTEST:

City Clerk/Deputy City Clerk

Exhibit A
Subdivision Improvements and Inclusionary Housing Agreement

SUBDIVISION IMPROVEMENTS AND INCLUSIONARY HOUSING AGREEMENT (West End Major Subdivision)

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into this _____ day of _____, 2021, by and between the CITY OF SALIDA, COLORADO, a Colorado statutory city (“City”), and SGP, LLC, a Colorado limited liability company, (“Developer”) (each a “Party” and together the “Parties”).

Section 1 - Recitals

- 1.1 The Developer contends that it is the fee title owner of certain lands known as the West End Major Subdivision (the “Project”), and more particularly described on attached **Exhibit A**, which is incorporated herein by this reference (the “Property”). The Property is located within the boundaries of the City.
- 1.2 The Developer (represented by Tory Upchurch) received approval for a 24-lot major subdivision for the residential project on a 5.32 acre site zoned R-2 on September 21st, 2021 when the City Council adopted Resolution 2021-32 on second reading.
- 1.3 Section 16-2-60 of the Salida Municipal Code requires that the applicants enter into a subdivision improvements agreement with the City. Pursuant to Section 16-13-20 (g) of the Land Use Code, residential developments must also enter into an inclusionary housing development agreement with the City Council, which may be part of a development improvements or subdivision improvements agreement. The agreement shall address the total number of units; the number of affordable units provided; standards for parking, density and other development standards for projects meeting the requirements; design standards for the affordable units; and any restrictive covenants necessary to carry out the purposes of the inclusionary housing requirements.
- 1.4 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 final subdivision plat was recorded on _____, 2021 at reception number _____ of the Chaffee County Recorder’s Office.
- 1.6 The City wishes to advance development within municipal boundaries in accordance with the City of Salida Comprehensive Plan adopted April 16, 2013, as it may be amended.
- 1.7 The City has determined that this Agreement is consistent with the City of Salida 2013

Comprehensive Plan and all applicable City Ordinances and regulations.

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

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

Section 2 – Definitions

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

- 2.1 “Agreement” means this Subdivision Improvements and Inclusionary Housing Agreement. The Recitals in Section 1 above are fully incorporated into this Agreement and made a part hereof by this reference.
- 2.2 “Affordable Housing” means units that are deed restricted to be rented or sold to households earning no more than 80% of the Area Median Income for Chaffee County as specified within Section 16-13-20 of the Salida Land Use Code.
- 2.3 “Building Permit” means any building permit issued under the Permit Application, if approved.
- 2.4 “City” means the City of Salida, a Colorado statutory City.
- 2.5 “City Administrator” means the City Administrator of the City of Salida, and the City Administrator’s designee.
- 2.6 “City Code” means the City of Salida Municipal Code.
- 2.7 “City Council” means the City Council of the City of Salida, Colorado.
- 2.8 “Dark Sky-Compliant” means lighting in compliance with Section 16-8-100 of the Land Use Code and intended to protect the night sky from nuisance glare and stray light from poorly aimed, poorly placed, poorly maintained, or poorly shielded light sources.
- 2.9 “Developer” means SGP, LLC, the owner of the Property, and shall include any successor(s)-in-interest, assigns and/or any subsequent owners of the Property who shall be obligated under the covenants and terms of this Agreement.
- 2.10 “Development” means all work on the Property required to transform the Property into the West End Major Subdivision approved by the City by means of Resolution 2021-32. The term “Development” includes, without limitation, the demolition of existing structures; grading; construction of new structures; and construction of improvements, including without limitation streets, signage, landscaping, drainage improvements,

sidewalks, utilities, and other improvements. When the context so dictates, the verb “Develop” may be used in place of the noun “Development.”

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

- 2.22 “Public Improvements” means Required Improvements constructed and installed by the Developer and dedicated to the City in accordance with this Agreement, including without limitation water mains, water service lines, water laterals, fire hydrants, and other water distribution facilities; irrigation lines and facilities; wastewater collection mains, lines, laterals, and related improvements; drainage facilities in public rights-of-way; handicap ramp improvements; and required curbs, sidewalks, and street improvements. The Required Improvements that are also Public Improvements are identified on attached **Exhibit B**.
- 2.23 “Public Improvements Warranty Period” means a period of one year from the date that the City Engineer or City Engineer’s designee, in accordance with the terms and conditions of paragraph 5.9 below, approves the Public Improvements and certifies their compliance with approved specifications.
- 2.24 “Reimbursable Costs and Fees” means all fees and costs incurred by the City in connection with the City’s processing and review of the Development Plan, Subdivision Plat, Permit Application and the Building Permit; and the City’s drafting, review, and execution of this Agreement.
- 2.25 “Required Improvements” means the public and other improvements that the Developer is required to make to the Property in association with the Developer’s activities under the Permit Application and the Building Permit, including without limitation improvements for roads, signage, landscaping, drainage improvements, sidewalks, and utilities.
- 2.26 “Subdivision Plat” means West End major subdivision of the Property approved by Resolution No. 2021-32.
- 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 West End Major Subdivision. The West End Major Subdivision is a residential project consisting of residential uses in conformance with specific requirements stated in Resolution 2021-32. The Developer intends to develop the project including 43 residential units for rental or sale; of which a minimum of 5 must be rented or sold as affordable housing.
- 3.2 Contractual Relationship. The purpose of this Agreement is to establish a contractual relationship between the City and the Developer with respect to the improvements the Developer is required to make to the Property in association with the Developer’s activities

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

- 3.3 Binding Agreement. This Agreement benefits and is binding upon the City, the Developer, and the Developer's successor(s). The Developer's obligations under this Agreement constitute a covenant running with the Property.

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; Resolution No. 2021-32; 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 major subdivision by the City Council on September 21st, 2021 constitutes approval of the site specific development plan and establishment of vested property rights for the project per Section 16-2-20 of the Code. An established vested property right precludes any zoning or land use action by the City or pursuant to an initiated measure which would alter, impair, prevent, diminish, impose a moratorium on development, or otherwise delay the development or use of the property as set forth in the approved site specific development plan.

Section 5 – Terms and Conditions for Development of Property

- 5.1 Other Applicable Laws and Regulations. All terms and conditions imposed by this Agreement are in addition to and not in place of any and all requirements of the City Code as it may be amended, including without limitation the Land Use Code, and all other applicable laws and regulations, including all City Ordinances and regulations, all State statutes and regulations, and all Federal laws and regulations.
- 5.2 Submittals to and Approvals by City Administrator. Unless this Agreement specifically provides to the contrary, all submittals to the City in connection with this Agreement must be made to the City Administrator. In addition, unless this Agreement specifically provides to the contrary, the City Administrator and/or City Council must provide all approvals required of the City in connection with this Agreement.
- 5.3 Required Improvements. Attached **Exhibit B**, which is incorporated herein by this reference, provides a detailed list of the Required Improvements for which the Developer is responsible, along with the reasonably estimated costs of those Required Improvements, including both labor and materials. The Required Improvements must be designed, built, and installed in conformity with the City's Standard Specifications for Construction, as of the Effective Date of this Agreement, and must be designed, approved, and stamped by a

registered professional engineer retained by the Developer. Before the Developer's commencement of construction or installation of the Required Improvements, the City Engineer or City Engineer's designee must review and approve the drawings and plans for such improvements. In addition to warranting the Required Improvements as described in paragraph 5.9 below, the Developer shall perform routine maintenance on the Public Improvements for the duration of the Public Improvements Warranty Period and on the other Required Improvements for the duration of the Other Required Improvements Warranty Period. To the extent that the City becomes aware of new information about the Property not previously disclosed by the Developer, and notwithstanding anything to the contrary herein, the City reserves the right to require new obligations with respect to the Required Improvements for the Property.

- 5.4 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 16-2-60(r) of the Land Use Code, the Developer shall reimburse the City for all costs associated with the City's observation of Development on the Property and inspection of the Required Improvements, and the City shall not give its written approval of the Required Improvements, as described in paragraph 5.7 below, until such costs have been reimbursed. Such observation and inspection may occur at any point before, during, or upon completion of construction.
- 5.6 City Engineer's Written Approval of Required Improvements. At the Developer's request, the City Engineer or the City Engineer's designee shall inspect the Required Improvements to ascertain whether they have been completed in conformity with the approved plans and specifications. The City Engineer or the City Engineer's designee shall confirm in writing the date(s) on which (i) individual Required Improvements have been completed in conformity with the approved plans and specifications, and (ii) all Public Improvements have been completed in conformity with the approved plans and specifications. The Developer shall make all corrections necessary to bring the Required Improvements into conformity with the approved plans and specifications.
- 5.7 Performance Guarantee. Before commencement of construction under the Development Plan or Subdivision Plat, as approved, and the Building Permit, if issued, the Developer shall furnish the City with an effective Performance Guarantee in the amount of 125% of the total estimated cost of the Required Improvements, as shown on **Exhibit B**. The total estimated cost of the Required Improvements, including both labor and materials, is **\$1,013,733.00**; therefore, the Performance Guarantee must be in an amount equal to **\$1,267,166.25**.
- 5.7.1 The Performance Guarantee must provide for payment to the City upon written demand, within thirty days, based upon the City's written certified statement that

the Developer has failed to construct, install, maintain, or repair, as required by this Agreement, any of the Required Improvements.

- 5.7.2 The Developer shall extend or replace the Performance Guarantee at least thirty days prior to its expiration. In the event that the Performance Guarantee expires, or the entity issuing the Performance Guarantee becomes non-qualifying, or the City reasonably determines that the cost of the Required Improvements is greater than the amount of the Performance Guarantee, then the City shall give written notice to the Developer of the deficiency, and within thirty days of receipt of such notice, the Developer shall provide the City an increased or substituted Performance Guarantee that meets the requirements of this paragraph 5.7.
- 5.7.3 Upon completion of portions of the Required Improvements (“Completed Improvements”), the Developer may apply to the City for a release of part of the Performance Guarantee. Any such application must include submittal of as-built drawings and a detailed cost breakdown of the Completed Improvements. Upon the City Engineer’s inspection and written approval of the Completed Improvements in accordance with paragraph 5.9 below, the City Council may authorize a release of the Performance Guarantee in the amount of 75% of the documented cost of the Completed Improvements.
- 5.7.4 Upon the City Engineer’s inspection and written approval of all Required Improvements in accordance with paragraph 5.9 below, the City Council shall authorize a release of the Performance Guarantee in the amount of 90% of the total estimated cost of all Required Improvements, as shown on **Exhibit B**.
- 5.7.5 Upon the expiration of both the Public Improvements Warranty Period and the Other Required Improvements Warranty Period described in paragraph 5.9 below, the Developer’s correction of all defects discovered during such periods, and the City’s final acceptance of the Public Improvements in accordance with paragraph 5.9 below, the City Council shall authorize a full release of the Performance Guarantee.
- 5.7.6 Failure to provide or maintain the Performance Guarantee in compliance with this paragraph 5.7 will constitute an event of default by the Developer under this Agreement. Such default will be subject to the remedies, terms, and conditions listed in Section 8 below, including without limitation the City’s suspension of all activities, approvals, and permitting related to the Subdivision Plats or Development Plan.
- 5.8 Conveyance of Public Improvements. Within twenty-eight days of the City’s final acceptance of the Public Improvements in accordance with paragraph 5.9 below, the Developer shall, at no cost to the City, do the following:
 - 5.8.1 Execute and deliver to the City a good and sufficient bill of sale describing all of the Public Improvements constructed, connected, and installed by the Developer

pursuant to this Agreement, together with all personal property relating to the Public Improvements (“Bill of Sale”). In the Bill of Sale, the Developer shall warrant the conveyance of the Public Improvements as free from any claim, demand, security interest, lien, or encumbrance whatsoever. Pursuant to Section 16-2-60(j) of the Land Use Code, acceptance of the Bill of Sale must be authorized by City Council.

- 5.8.2 Execute and deliver to the City a good and sufficient General Warranty Deed conveying to the City, free and clear of liens and encumbrances, all easements necessary for the operation and maintenance of the Public Improvements to the extent the Public Improvements are not constructed within dedicated easements or rights-of-way as shown on the West End subdivision plat recorded at Reception No._____.
- 5.8.3 Deliver to the City all engineering designs, current surveys, current field surveys, and as-built drawings and operation manuals for the Public Improvements and for all improvements made for utilities, or make reasonable provision for the same to be delivered to the City. The legal description of all utility service lines must be prepared by a registered land surveyor at the Developer’s sole expense.
- 5.9 Warranty. The Developer shall warrant the Public Improvements for one year from the date that the City Engineer, in accordance with paragraph 5.10 below, approves the Public Improvements and certifies their compliance with approved specifications (“Public Improvements Warranty Period”). The Developer shall warrant all other Required Improvements for a period of two years from the date that the Director of Public Works, in accordance with paragraph 5.10 below, approves the other Required Improvements and certifies their compliance with approved specifications (“Other Required Improvements Warranty Period”). In the event of any defect in workmanship or quality during the Public Improvements Warranty Period or the Other Required Improvements Warranty Period, the Developer shall correct the defect in workmanship or material, without cost to City and in accordance with City's written instructions, initiate remedial action promptly after receipt of a written notice from City. In the event that any corrective work is performed by the Developer during either Warranty Period, the warranty on said corrected work shall be extended to one year after the date of the performance of the remedial work or furnishing of the materials and equipment, even though it may extend the duration of any warranty beyond the initial year period. Should the Developer default in its obligation to correct any defect in workmanship or material during either the Public Improvements Warranty Period or the Other Required Improvements Warranty Period, the City will be entitled to draw on the Performance Guarantee and/or to pursue any other remedy described in Section 8 below.

- 5.10 Final Acceptance of Public Improvements. Upon expiration of the Public Improvements Warranty Period, and provided that any breaches of warranty have been cured and any defects in workmanship and/or materials have been corrected, the City shall issue its final written acceptance of the Public Improvements. Thereafter, the City shall maintain such Public Improvements.
- 5.11 Inspection Distinguished from Final Acceptance. Inspection, acquiescence, and/or verbal approval by any City official of construction on the Property, at any particular time, will not constitute the City's Final Acceptance of the Required Improvements as required hereunder. Such written approval of the Final Acceptance of the Required Improvements will be given by the City only in accordance with paragraph 5.10 above.
- 5.12 Revegetation. Any area disturbed by construction must be promptly revegetated, within a reasonable time, with Native Vegetation following completion of such work unless a building permit application has been requested for such area. In addition, the Developer shall control all Noxious Weeds within such area to the reasonable satisfaction of the City.
- 5.13 Local Utilities. In addition to the Required Improvements, the Developer shall install service lines for both on-site and off-site local utilities necessary to serve the Property, including without limitation service lines for telephone, electricity, natural gas, cable television, and street lights. The Developer shall install such service lines underground to the maximum extent feasible. If such lines are placed in a street or alley, they must be in place prior to surfacing.
- 5.14 Public Use Dedication. Consistent with Section 16-6-140 of the Land Use Code and Condition #1 of Resolution 2021-32, the Developer shall pay the fee per residential unit, applicable at time of building permit submittal, in lieu of dedication of land for Fair Contributions for Public School Sites. Consistent with Section 16-6-120 of the Land Use Code and Condition #1 of Resolution 2021-32, the Developer shall pay the fee per residential unit, applicable at the time of building permit submittal, in lieu of dedication of land for parks, trails, and open space.
- 5.15 Landscape and Pedestrian Improvements. As shown on **Exhibit B**, certain of the Required Improvements are landscape improvements. The Developer shall construct all landscape improvements in accordance with the requirements of Section 16-8-90 of the Land Use Code. The Developer or homeowner's association shall be responsible for the Other Required Improvements Warranty Period.
- 5.15.1 The applicant shall provide screening and obstruction (in the form of fencing, landscaping, etc.) so as to deter parking along CR 141 in order to access the adjacent lots.
- 5.15.2 The applicant shall build and maintain a minimum 5-foot wide pedestrian path across the 10-foot wide pedestrian access between West End Road and CR 141.

- 5.16 Drainage Improvements. As shown on **Exhibit B**, certain of the Required Improvements are drainage improvements.
- 5.16.1 In accordance with Section 16-8-60 of the Land Use Code, the Developer shall retain a registered professional engineer to prepare a drainage study of the Property and to design a drainage system according to generally accepted storm drainage practices. The drainage plan must conform to the City's flood control regulations, as given in Article XI of the Land Use Code, and must be reviewed and approved in writing by the City Engineer before commencement of construction activities, including overlot grading.
- 5.16.2 All site drainage, including drainage from roof drains, must be properly detained and diverted to the drainage system approved in the drainage plan before any certificate of occupancy will be issued for the Property.
- 5.16.3 All drainage improvements within public rights-of-way will be dedicated to the City as Public Improvements. All drainage improvements on private property will be maintained by the Developer, subject to easements to allow the City access in the event that the Developer fails to adequately maintain the drainage facilities.
- 5.17 Slope Stabilization. Any slope stabilization work must be performed in strict compliance with applicable law, including City Ordinances and regulations, State statutes and regulations, and Federal law and regulations. The City will determine on a case-by-case basis whether additional requirements apply to slope stabilization work.
- 5.18 Blasting and Excavation. Any removal of rock or other materials from the Property by blasting, excavation, or other means must be performed in strict compliance with applicable law, including City Ordinances and regulations, State statutes and regulations, and Federal law and regulations. The City will determine on a case-by-case basis whether additional requirements apply to blasting and excavation work.
- 5.19 Trash, Debris, and Erosion. During construction, the Developer shall take all necessary steps to control trash, debris, and erosion (whether from wind or water) on the Property. The Developer also shall take all necessary steps to prevent the transfer of mud or debris from construction sites on the Property onto public rights-of-way. If the City reasonably determines and gives the Developer written notice that such trash, debris, or erosion causes or is likely to cause damage or injury, or creates a nuisance, the Developer shall correct any actual or potential damage or injury and/or abate such nuisance within five working days of receiving such written notice. When, in the opinion of the City Administrator or Chief of Police, a nuisance constitutes an immediate and serious danger to the public health, safety, or welfare, or in the case of any nuisance in or upon any street or other public way or public ground in the City, the City has authority to summarily abate the nuisance without notice of any kind consistent with Section 7-1-60 of the City Code. Nothing in this paragraph limits or affects the remedies the City may pursue under Section 8 of this Agreement.

- 5.20 Compliance with Environmental Laws. During construction, the Developer shall comply with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including solid waste requirements; and shall comply with all requirements pertaining to the disposal or existence of any hazardous substances, pollutants, or contaminants as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder.
- 5.21 Fees. The Developer shall pay to the City the fees described below at the time set forth below:
- 5.21.1 Developer's Reimbursement of Processing Fees. The Developer shall reimburse the City for all fees and actual costs incurred by the City in connection with the City's processing and review of the Permit Application and the Building Permit; and the City's drafting, review, and execution of this Agreement ("Reimbursable Costs and Fees"). The Reimbursable Costs and Fees include but are not limited to the City's costs incurred for engineering, surveying, and legal services, including the services of outside City consultants and/or counsel; recording fees; printing and publication costs; and any and all other reasonable costs incurred by the City.
- 5.21.2 Work by City staff other than City Attorney. Reimbursable Costs and Fees attributable to work completed by City staff, not including the City Attorney, will be determined based on the fee schedule attached to the City's then-effective Open Records Policy. The fee schedule attached to the Open Records Policy in effect as of the date of this Agreement is attached as **Exhibit D**.
- 5.21.3 Work by City Attorney. Reimbursable Costs and Fees attributable to work completed by the City Attorney or by the City's outside consultants and/or counsel will be equal to the actual costs and fees billed to and paid by the City for that work.
- 5.21.4 Amounts due and unpaid. Interest will be imposed at rate of 1.5% per month on all balances not paid to the City within 30 days of the effective date of the City's invoicing of the Developer for the Reimbursable Costs and Fees, with that effective date determined in accordance with the notice provisions of paragraph 11.6 below. In addition to any and all remedies available to the City and in the event the City is forced to pursue collection of any amounts due and unpaid under this provision or under this Agreement, the City shall be entitled to collect attorneys' fees and costs incurred in said collection efforts in addition to the amount due and unpaid.
- 5.21.5 Currently existing fees. Payment of Currently Existing Fees as a Condition of Development. The Developer shall pay to the City any fees required to be paid under this Agreement or the currently existing City Code, regardless of whether the relevant provisions of the City Code are later amended, repealed, or declared to be invalid. Payment of such fees pursuant to this Agreement is agreed to by and

between the Parties as a condition of the Development. The Developer further agrees not to contest any Ordinance imposing such fees as they pertain to the Property.

- 5.22 Lighting. All lighting on the Property must be Dark-Sky Compliant and must conform to Section 16-8-100 of the Land Use Code and all other applicable City Ordinances in effect at the time of permitting.
- 5.23 Signage. All signage on the Property must conform to Article X of the Land Use Code and all other applicable City Ordinances in effect at the time of permitting.

Section 6 – Construction Schedule

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

Section 7 – Inclusionary Housing

- 7.1 Agreement to Provide Affordable Housing Consistent with Article XIII of the Land Use Code. Developer hereby agrees to construct (or have constructed) and deed restrict five (5) dwelling units which will be affordable to households earning 80% or less of the Area Median Income for Chaffee County as defined by the Colorado Housing and Finance Authority. Development of the affordable housing units shall be according to the additional standards specified below:
- 7.1.1. The first built inclusionary housing units shall receive certificate of occupancy (“CO”) prior to the eighth (8th) unit on the Property receiving CO or, if provided

via multi-family housing, the first of such required inclusionary housing units shall receive CO prior to the twelfth (12th) unit on the Property receiving CO, and the last of such required units shall receive CO prior to the 24th unit on the Property receiving CO.

- 7.1.2. The affordable units shall be comparable to the market rate housing units in exterior finish and design by meeting the architectural standards for the subdivision and any required architectural design approval required by the subdivision's design guidelines.
- 7.1.3 Developer agrees to record a deed restriction on the five affordable units that meets the requirements of Sections 16-13-20 of the City Code, as it relates to income eligibility; permanency of restriction; comparable design of units; and good faith marketing requirements as agreed to by Parties.
- 7.1.4. The Chaffee Housing Authority (CHA) shall approve the system to be employed to determine eligibility and priority of buyers/tenants. In the case that the CHA is unable to review and approve such a system, such responsibility shall fall to the City or the City's designee. Developer shall make annual reports to the CHA or City regarding any changes to the pricing of the affordable units that occurs with changes to the Colorado Housing and Finance Authority County Income and Rent Tables for Chaffee County.
- 7.1.5. Occupants of any deed-restricted affordable units within the homeowners' association shall not be responsible for any assessments nor dues beyond those fairly-priced specifically for utilities, trash services, and the like. Should the Developer or HOA desire, they may renegotiate the condition with the Chaffee Housing Authority based upon the Authority's guidelines for such dues.
- 7.1.6. For any affordable inclusionary housing unit(s) required to be built within the development, the developer shall be required to deposit the applicable Inclusionary Housing fee-in-lieu for each required unit at the time of issuance of a building permit. Once the required affordable unit(s) has received certificate of occupancy, such fees-in-lieu deposit shall be returned to the developer.
- 7.1.7. Developer shall give preference to current Chaffee County residents or workforce for a minimum of six (6) non-inclusionary housing units within any development on the Property, to the extent permitted by law. Such marketing and vetting shall be the developer's responsibility, with guidance provided by City staff and the Chaffee Housing Authority.
- 7.1.8. Per Sec. 16-13-20(a)(3) of the Salida Land Use Code, if the calculation for inclusionary housing units results in a fraction of a dwelling unit, the fraction of the unit shall be provided as a complete affordable unit or a fee-in-lieu shall be provided per Section 16-13-40 (in this case, for 3 of the 43 proposed units).

Section 8 – Default by Developer and City’s Remedies

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

Section 9 – Indemnification and Release

- 9.1 Release of Liability. The Developer acknowledges that it has not relied upon any representations or warranties by the City, or of any of its officers or agents or their designees except as expressly set forth herein and in accordance with the City Code, City Ordinances, and the laws of the State of Colorado, and therefore, the Developer expressly waives and releases any claims related to or arising from any such representations by the City or its officers or agents or their designees, as provided for in this Section 9.1.
- 9.2 Indemnification.
- 9.2.1 The Developer shall indemnify and hold harmless the City, and the City's officers, agents, employees, and their designees, from and against any and all claims, damages, losses, and expenses, including but not limited to attorneys' fees and costs, arising from or in connection with the following: (a) the City's approval of the Planned Development or the Subdivision Plats or the City's issuance of the Building Permit if the Permit Application is approved; (b) acts or omissions by the Developer, its officers, employees, agents, consultants, contractors, or subcontractors in connection with the Planned Development or the Subdivision Plats or Permit Application, if it is approved, and the Building Permit, if it is issued; (c) the City's required disposal of hazardous substances, pollutants, or contaminants; required cleanup necessitated by leaking underground storage tanks, excavation, and/or backfill of hazardous substances, pollutants, or contaminants; or environmental cleanup responsibilities of any nature whatsoever on, of, or related to the Easement Lands; provided that such disposal or cleanup obligations do not arise from any hazardous substance, pollutant, or contaminant generated or deposited by the City upon the Easement Lands; or (d) any other item contained in this Agreement.
- 9.2.2 The Developer shall reimburse the City for all fees, expenses, and costs, including attorneys' fees and costs, incurred in any action brought against the City as a result of the City's approval of the Planned Development or Subdivision Plat, or issuance of the Building Permit if the Permit Application is approved; and shall reimburse the City for all fees, expenses, and costs, including attorneys' fees and costs, associated with any referendum election, review of petition for referendum, protest, or any other proceedings to challenge the City's approval of the Subdivision Plat, or issuance of the Building Permit if the Permit Application is approved. Nothing in this Agreement obligates or compels the City to proceed with any action or referendum position.
- 9.2.2.1 Fees, expenses, and costs attributable to work completed by City staff, not including the City Attorney, will be determined based on the fee schedule attached to the City's then-effective Open Records Policy. The fee schedule attached to the Open Records Policy in effect as of the date of this Agreement is attached as **Exhibit D**.

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

Section 10 – Representations and Warranties

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

10.1.1. Authority. This Agreement has been duly authorized and executed by the Developer as a legal, valid, and binding obligation of the Developer, and is enforceable as to the Developer in accordance with its terms.

10.1.2 Authorized signatory. The person executing this Agreement on behalf of the Developer is duly authorized and empowered to execute and deliver this Agreement on behalf of the Developer.

10.1.3 No litigation or adverse condition. To the best of the Developer's knowledge, there is no pending or threatened litigation, administrative proceeding, or other claim pending or threatened against the Developer that, if decided or determined adversely, would have a material adverse effect on the ability of the Developer to meet its obligations under this Agreement; nor is there any fact or condition of the Property known to the Developer that may have a material adverse effect on the Developer's ability to complete construction on the Property as contemplated under the Permit Application.

10.1.4 Compliance with environmental laws and regulations. To the best of the Developer's knowledge, all Easement Lands to be dedicated to the City hereunder are in compliance with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including solid waste requirements; and all such dedicated property is in compliance with all requirements pertaining to the disposal or existence of any hazardous substances, pollutants, or contaminants as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder.

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

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

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

Section 11– General Provisions

- 11.1 Waiver of Defects. In executing this Agreement, the Developer waives all objections it may have to any defects in the form or execution or procedure of this Agreement concerning the power of the City to impose conditions on the Developer as set forth herein. The Developer further waives all objections it may have to the procedure, execution, and form of the ordinances or resolutions of City Council adopting this Agreement.
- 11.2 Final Agreement. This Agreement supersedes and controls all prior written and oral agreements and representations of the Parties with respect to a Development Improvements Agreement; Subdivision Improvements Agreement; and Inclusionary Housing Agreement associated with development of the Property, and is the total integrated agreement between the Parties with respect to that subject.
- 11.3 Modifications. This Agreement may be modified only by a subsequent written agreement executed by both Parties.
- 11.4 Voluntary Agreement. The Developer agrees to comply with all of the terms and conditions of this Agreement on a voluntary and contractual basis.
- 11.5 Survival. The City's and the Developer's representations, covenants, warranties, and obligations set forth herein, except as they may be fully performed before or on the Effective Date, will survive the Effective Date and are enforceable at law or in equity.
- 11.6 Notice. All notices required under this Agreement must be in writing and must be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the Parties as set forth below. All notices so given will be considered effective immediately upon hand-delivery, and seventy-two hours after deposit in the

United States Mail with the proper address as set forth below. Either Party by notice so given may change the address to which future notices are to be sent.

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

With a copy to: Nina P. Williams, City Attorney
 15306 W. 93rd Avenue
 Arvada, CO 80007

Notice to the Developer: SGP, LLC
 4934 W. Hwy 290
 Sunset Valley, TX 78735

With a copy to: The Kelly Legal Group, PLLC
Attn: Jeffrey S. Kelly
 P.O. Box 2125
 Austin, TX 78768

- 11.7 Severability. The terms of this Agreement are severable. If a court of competent jurisdiction finds any provision hereof to be invalid or unenforceable, the remaining terms and conditions of the Agreement will remain in full force and effect.
- 11.8 Recording. The City shall record this Agreement with the Clerk and Recorder of Chaffee County, Colorado, at the Developer's expense
- 11.9 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, confers or is intended to confer any rights or remedies whatsoever upon any person or entity other than the City, the Developer, and the Developer's successor(s).
- 11.10 No Waiver of Immunity. Nothing in this Agreement, express or implied, waives or is intended to waive the City's immunity under Colorado State law, including without limitation the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through 21-10-120.
- 11.11 Joint Drafting. The Parties acknowledge that this Agreement represents the negotiated terms, conditions, and covenants of the Parties, and that the Party responsible for drafting any such term, condition, or covenant is not to be prejudiced by any presumption, canon of construction, implication, or rule requiring construction or interpretation against the Party drafting the same.
- 11.12 Subject to Annual Appropriation. Any financial obligation of the City arising under this Agreement and payable after the current fiscal year is contingent upon funds for that

purpose being annually appropriated, budgeted, and otherwise made available by the City Council in its discretion.

11.13 Exhibits. All schedules, exhibits, and addenda attached to this Agreement and referred to herein are to be deemed to be incorporated into this Agreement and made a part hereof for all purposes.

11.14 Counterparts. This Agreement may be executed in multiple counterparts, all of which taken together constitute one and the same document.

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

CITY OF SALIDA, COLORADO

By

Mayor

ATTEST:

City Clerk/Deputy City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

Acknowledged, subscribed, and sworn to before me this _____ day of _____ 2021
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:

Tory Upchurch, Member
SGP, LLC

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

Acknowledged, subscribed, and sworn to before me this _____ day of _____ 2021 by
Tory Upchurch, as Member, SGP, LLC, a Colorado Limited Liability Company.

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

Notary Public

Exhibit A

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED WITHIN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 50 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO. 140 AND THE EAST RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 141 AND THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED IN BOOK 379 AT PAGE 269 IN THE RECORDS OF THE CHAFFEE COUNTY CLERK & RECORDER, MARKED BY A 1" ALUMINUM CAP STAMPED LS 1776, FROM WHENCE THE REFERENCE MONUMENT MARKING THE SOUTH 1/4 OF SAID SECTION 31 BEARS SOUTH 88°35'32" EAST, A DISTANCE OF 1261.06 FEET; THENCE SOUTH 88°40'42" EAST, ALONG SAID NORTH RIGHT-OF-WAY, A DISTANCE OF 185.23 FEET TO THE POINT OF BEGINNING, BEING MARKED BY A 1" ALUMINUM CAP STAMPED LS 1776; THENCE NORTH 00°50'05" EAST, A DISTANCE OF 220.73 FEET TO AN AGREED UPON BOUNDARY LINE AS RECORDED AT RECEPTION NO.471356; THENCE NORTH 88°32'00" WEST, ALONG SAID AGREED UPON BOUNDARY LINE, A DISTANCE OF 184.68 FEET; THENCE NORTH 00°58'40" EAST, A DISTANCE OF 124.84 FEET; THENCE SOUTH 88°31'21" EAST, A DISTANCE OF 801.81 FEET; THENCE SOUTH 01°29'04" WEST, A DISTANCE OF 333.01 FEET TO THE SAID NORTH RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO. 140; THENCE NORTH 89°41'28" WEST, A DISTANCE OF 613.65 FEET TO THE POINT OF BEGINNING. CONTAINING 5.32 ACRES

Exhibit B

Item 9.

Upchurch Subdivision					
Engineer's Opinion of Probable Cost					
Prepared by: Crabtree Group, Inc.					
Owner: Tory Upchurch			9/16/2021		
Base Bid					
DEMOLITION					
Item	Quantity	Unit	Description	Unit Price	Total Price
1	50	SY	REMOVE AND DISPOSE OF ASPHALT	\$ 8.00	\$ 400.00
2	700	LF	SAWCUT EXISTING ASPHALT	\$ 5.00	\$ 3,500.00
3	25700	SY	CLEAR AND GRUB, REMOVE AND DISPOSE OF ORGANICS, AND STOCKPILE TOPSOIL (ASSUMED 3" REMOVAL)	\$ 2.00	\$ 51,400.00
4	5	EA	REMOVE AND DISPOSE OF UTILITY POLE (PUBLIC UTILITY COMPANY COORDINATION BY OWNER)	\$ 600.00	\$ 3,000.00
5	1	LS	ON-SITE EARTHWORK PER PLAN	\$ 20,000.00	\$ 20,000.00
6	3720	CY	IMPORT FILL MATERIAL (MEASURED COMPACTED IN PLACE)	\$ 8.00	\$ 29,760.00
7	169	SY	VARIABLE DEPTH MILLING 0 TO 2"	\$ 12.00	\$ 2,028.00
			SUBTOTAL		\$ 110,088.00
STREETS					
Item	Quantity	Unit	Description	Unit Price	Total Price
20	2165	LF	FURNISH AND INSTALL 30" CURB AND GUTTER 6" CURB HEIGHT	\$ 40.00	\$ 86,600.00
21	4333	SY	FURNISH AND INSTALL 6" THICK CDOT CLASS 6 AGGREGATE BASE (OVERBUILD NOT PAID)	\$ 17.00	\$ 73,661.00
22	3381	SY	FURNISH AND INSTALL 3" THICK ASPHALT	\$ 23.00	\$ 77,763.00
23	3177	SY	FURNISH AND INSTALL 2" ASPHALT OVERLAY	\$ 18.00	\$ 57,186.00
24	391	SY	FURNISH AND INSTALL 6" THICK CONCRETE DRIVEWAY	\$ 85.00	\$ 33,235.00
25	1	EA	FURNISH AND INSTALL CURB TAPER	\$ 700.00	\$ 700.00
26	84	LF	FURNISH AND INSTALL 4' CROSSSPAN	\$ 60.00	\$ 5,040.00
27	1	EA	FURNISH AND INSTALL CONCRETE SPANDREL	\$ 1,500.00	\$ 1,500.00
29	3	EA	FURNISH AND INSTALL 2 WAY ADA RAMP	\$ 5,000.00	\$ 15,000.00
30	1210	SY	FURNISH AND INSTALL 4" THICK CDOT CLASS 6 AGGREGATE BASE (OVERBUILD NOT PAID)	\$ 14.00	\$ 16,940.00
31	1210	SY	FURNISH AND INSTALL 4" THICK CONCRETE SIDEWALK	\$ 58.00	\$ 70,180.00
32	2	EA	FURNISH AND INSTALL WHITE CROSSWALK STRIPING	\$ 500.00	\$ 1,000.00
33	2	EA	FURNISH AND INSTALL R1-1 STOP SIGN WITH STREET NAME SIGNS	\$ 800.00	\$ 1,600.00
34	240	LF	GRADE DIRT SWALE	\$ 5.00	\$ 1,200.00
35	176	LF	FURNISH AND INSTALL 12" TRAFFIC RATED STORM DRAIN PIPE	\$ 100.00	\$ 17,600.00
36	1	EA	FURNISH AND INSTALL 18" NYLOPLAST DRAIN BASIN WITH STANDARD CURB INLET, H20 RATED	\$ 5,000.00	\$ 5,000.00
37	320	V/SF	FURNISH AND INSTALL BOULDER RETAINING WALL	\$ 45.00	\$ 14,400.00
38	120	SY	FURNISH AND INSTALL FILTER 4.5' DEPTH COBBLE, COVER WITH MIRAFI 140N FILTER FABRIC	\$ 35.00	\$ 4,200.00
39	4	EA	FURNISH AND INSTALL 1 WAY ADA RAMP	\$ 3,000.00	\$ 12,000.00
39A	600	LF	FURNISH AND INSTALL 6" SLEEVE UNDER RIGHT OF WAY FOR FUTURE UTILITY INSTALLATION, 24" COVER, CLASS 6 BEDDING. MARK ENDS WITH PLASTIC PIPE STUBBED ABOVE GROUND (LOCATIONS PER XCEL/ATMOS PLANS)	\$ 30.00	\$ 18,000.00
			SUBTOTAL		\$ 512,805.00
SEWER					
Item	Quantity	Unit	Description	Unit Price	Total Price
40	2	EA	CONNECT TO EXISTING 8" PVC SEWER STUB	\$ 1,500.00	\$ 3,000.00
41	6	EA	FURNISH AND INSTALL SEWER MANHOLE WITH CONCRETE COLLAR	\$ 6,000.00	\$ 36,000.00
42	1088	LF	FURNISH AND INSTALL 8" SEWER MAIN	\$ 80.00	\$ 87,040.00
43	22	EA	FURNISH AND INSTALL 4" SEWER SERVICE TO LOT	\$ 2,000.00	\$ 44,000.00
44	2	EA	FURNISH AND INSTALL 6" SEWER SERVICE TO LOT	\$ 2,400.00	\$ 4,800.00
			SUBTOTAL		\$ 174,840.00
WATER					
Item	Quantity	Unit	Description	Unit Price	Total Price
50	2	EA	LOCATE POTHOLE, AND CONNECT TO EXISTING WATER MAIN WITH TAPPING SLEEVE AND VALVE	\$ 3,000.00	\$ 6,000.00
51	960	LF	FURNISH AND INSTALL 8" WATER MAIN	\$ 75.00	\$ 72,000.00
52	4	EA	FURNISH AND INSTALL 8" BEND IN WATER MAIN	\$ 1,000.00	\$ 4,000.00
53	4	EA	FURNISH AND INSTALL FIRE HYDRANT ASSEMBLY	\$ 7,000.00	\$ 28,000.00
54	4	EA	FURNISH AND INSTALL 8" GATE VALVE	\$ 1,500.00	\$ 6,000.00
55	16	EA	FURNISH AND INSTALL SINGLE FAMILY WATER SERVICE ASSEMBLY	\$ 2,000.00	\$ 32,000.00
56	9	EA	FURNISH AND INSTALL DUPLEX WATER SERVICE ASSEMBLY	\$ 4,000.00	\$ 36,000.00
57	2	EA	FURNISH AND INSTALL TRIPLEX WATER SERVICE ASSEMBLY	\$ 5,000.00	\$ 10,000.00
			SUBTOTAL		\$ 194,000.00
MISCELLANEOUS					
Item	Quantity	Unit	Description	Unit Price	Total Price
60	1	LS	CONSTRUCTION SURVEY	\$ 6,000.00	\$ 6,000.00
61	1	LS	BONDING (PERFORMANCE AND PAYMENT, MAY END AT FINAL COMPLETION)	\$ 8,000.00	\$ 8,000.00
62	1	LS	STORMWATER BMP'S, MAINTENANCE, PERMITTING	\$ 5,000.00	\$ 5,000.00
64	1	LS	TRAFFIC CONTROL	\$ 3,000.00	\$ 3,000.00
			SUBTOTAL		\$ 22,000.00
Base Bid Total				\$	1,013,733.00
Bid Alternate A					
Item	Quantity	Unit	Description	Unit Price	Total Price
70	1	LS	PERFORMANCE AND WARRANTY BOND REMAIN IN EFFECT UNTIL 1 YEAR AFTER SUBSTANTIAL COMPLETION	\$ 1,000.00	\$ 1,000.00
Bid Alternate A Total				\$	1,000.00

Limitations of Liability:

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

Item 9.

[illegible]

Open Records Policy – Exhibit D

Fee Schedule

Charges must be paid before service is provided.

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

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

The first hour of research and retrieval service is free.

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

City Attorney \$30/hr

Assistant City Attorney \$30/hr

Information Services \$30/hr

Department Heads \$30/hr

Supervisor \$30/hr

Non-Supervisory Personnel \$20/hr

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

DVD - \$10

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



CITY COUNCIL ACTION FORM

Department Community Development	Presented by Bill Almquist - Comm. Dev. Director	Date November 2, 2021
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ITEM

First Reading for Ordinance 2021-17: An Ordinance of the City Council for the City of Salida, Colorado Amending Chapter 6 and Chapter 16 of the Salida Municipal Code Concerning Short Term Rentals.

BACKGROUND

On October 5, 2021, City Council approved Ordinance 2021-15 which amended Chapters 6 and 16 of the Municipal Code in regards to short term rental (STR) licenses. Among the items implemented via that ordinance included: area-specific caps on the number of licenses to be permitted; a Chaffee County residency requirement for licenses; a limit of one (1) STR license per person (or person controlling a corporate owner); new minimum parking requirements for STR units; and a limit of maximum 50% of all units on a single lot to be eligible for a license; among other clarifications and amendments. At the same meeting, due to public feedback, City Council requested that staff return with additional amendments and clarifications to be considered, specifically regarding exceptions to the Chaffee County residency requirement and the 50% limit. Staff subsequently proposed some related options to City Council at a work session on October 18, 2021 and received further direction regarding additional amendments. This ordinance is a result of that direction.

The amendments proposed pertain to the following:

- Exceptions to the Chaffee County residency requirement would extend to all owners of property purchased, or under valid and executed contract to be purchased, prior to December 19, 2021 (as opposed to July 20, 2021). Such individuals and their properties would still be subject to other eligibility requirements, including requiring an existing unit or building permit for a unit prior to December 19, 2021 along with a submitted application by June 1, 2022; area-specific caps; etc.
 - This amendment would allow for a limited number of licenses to be issued to non-County residents, after which time all future new licenses would be reserved for County residents (currently, 70% of all licenses belong to non-residents).



CITY COUNCIL ACTION FORM

Department	Presented by	Date
Community Development	Bill Almquist - Comm. Dev. Director	November 2, 2021

- Exceptions to the one (1) license per person (or person controlling a corporate owner) limit would extend to all owners of property purchased, or under valid and executed contract to be purchased, in non-residential areas, prior to December 19, 2021. Such individuals and properties would still be subject to other eligibility requirements, including requiring an existing unit or building permit for a unit prior to December 19, 2021 along with a submitted application by June 1, 2022; area-specific caps; etc.
 - This amendment would allow such individuals to hold more than one (1) license, subject to other eligibility requirements.
- Removal of the rule limiting 50% of all units on a single lot being eligible for a license.
 - Staff recommends this amendment primarily due to the additional administrative burden that it would present, given the fluid nature of such licenses. Additionally, staff recognizes that other regulations (such as residency requirements, the 1 per person limit, and area-specific caps) would already limit the proliferation of such development types.

PLANNING COMMISSION RECOMMENDATIONS

Planning Commission reviewed the initial amendments and concepts and provided feedback at their September 27, 2021 meeting. The commission recommended approval of the initial ordinance with its revisions. The concept of Chaffee County prioritization (or additional exceptions thereto) was discussed and recommended to be considered by Council. Exceptions to the one (1) license per person (or person controlling a corporate owner) were not specifically discussed. The commission was also in favor of the 50% limit at the time.

SUGGESTED MOTION

“I move that the City Council approve Ordinance 2021-17 upon first reading and set a second reading and public hearing for November 16th, 2021,” followed by a roll call vote.

Attachments:

Ordinance 2021-17

Public Comments

**CITY OF SALIDA, COLORADO
ORDINANCE NO. 17
(Series of 2021)**

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA,
COLORADO AMENDING CHAPTER 6 AND CHAPTER 16 OF THE SALIDA
MUNICIPAL CODE CONCERNING SHORT TERM RENTALS**

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 local powers in furtherance of the public health, safety and welfare; and

WHEREAS, pursuant to Title 31, Article 15 of the Colorado Revised Statutes, the City also possesses the authority to license and regulate businesses; and

WHEREAS, pursuant to C.R.S. § 31-23-301 the Council also possesses the authority to adopt and enforce zoning regulations; and

WHEREAS, pursuant to such authority, the City has previously adopted certain regulations concerning short-term rentals within Chapter 6, Business Licenses and Regulations, and Chapter 16, Land use and Development, of the Salida Municipal Code (“Code”); and

WHEREAS, the City of Salida is currently experiencing a severe shortage of housing and long-term rental units for the local workforce, and the diversion of the existing housing stock for short-term rental licenses contributes to the City’s housing shortage and has a direct and indirect impact on affordability and the availability of housing; and

WHEREAS, the City therefore engaged in a comprehensive public survey of approximately 750 residents, property owners and stakeholders, held work sessions, meetings and discussions, and reviewed City policy regarding housing of all types and short-term rentals, its impacts, availability, solutions and options that may lead to modification to land use regulations, business licensing requirements, staffing, funding and other regulatory measures; and

WHEREAS, as a result, Council adopted Ordinance 2021-15 on October 5, 2021, and due to additional public feedback has taken into consideration tweaks and amendments to the City’s short-term rental regulations; and

WHEREAS, after due and proper notice as required by C.R.S. §§ 31-23-304 and 305, the City Council held a public hearing on November 16, 2021; and

WHEREAS, the Council has conducted its review of all these issues and impacts, and has observed the processes provided for in the Code concerning short-term rentals, and finds that it is necessary for the public health, safety and welfare of its present and future

residents, local workforce, businesses, customers, economy and tax base of Salida to further amend Chapter 6, Article VI, regarding short-term rental licenses, and Chapter 16, regarding short term rentals, as provided below.

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

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

Section 2. Section 6-6-20 of the Salida Municipal Code is hereby amended to read as follows:

Sec. 6-6-20. Licensing; limitations; requirements.

- (a) It shall be unlawful for any person or entity to engage in the short-term rental business without first applying for and procuring a license from the City Administrator or City Clerk. The initial license fee, renewal license fee and penalty for operating without a license shall be established by resolution of City Council, as may be amended from time to time, and payable annually in advance.
- (b) Upon approval of a business license pursuant to this Article, the City Administrator or City Clerk shall issue a business license number to each short-term rental business.
- (c) Short-term rental businesses shall include their business license number in the title of the listing for all public advertising, including but not limited to webhosting services such as Airbnb, Home Away, Trip Advisor, VRBO, Kayak, Orbitz, etc.
- (d) Applications for a short-term rental license shall be submitted on a completed form provided by the City, and the City shall accept no incomplete applications. Applications shall include all information required on the form.
- (e) Each licensee shall submit to the City, on a yearly basis, and upon renewal, an affidavit, signed by the licensee and notarized, attesting, under penalty of perjury, to the duration and frequency of the prior year's short-term rental history, including the specific number of rooms and nights rented in the prior year, as well as confirmation of payment of all applicable sales and occupational lodging taxes.
- (f) The name of the license applicant must match the name of the owner on the deed for the property, or the person controlling the corporate owner of the property. The applicant shall submit to the City a copy of the recorded deed, showing the recording data with the Chaffee County Clerk and Recorder.
- (g) Chaffee County residency. To be eligible to apply for a short-term rental license, the applicant and owner of the property to be rented must be a bona fide resident of Chaffee County, pursuant to the following requirements, restrictions and parameters:
 - (1) Bona fide residency in Chaffee County shall be documented and established by two
 - (2) or more of the following:
 - a. Valid driver's license or Colorado identification card;
 - b. Current voter registration;

- c. Valid motor vehicle registration;
 - d. Document(s) designating a primary residence for income tax purposes.
 - (2) If there is a corporate owner of the property, the person controlling the corporate owner must establish bona fide residency in Chaffee County, as required above, and must provide proof of operating agreements or documentation filed with the Colorado Secretary of State establishing that person's control of the corporate owner.
 - (3) Current and valid documentation required by this Article must be provided to the City on an annual basis, for all new and renewal applications.
 - (4) Each licensee shall submit to the City, on an annual basis, for all new and renewal applications, an affidavit, signed by the applicant and notarized, attesting, under penalty of perjury, to bona fide residency in Chaffee County, as well as confirmation of the validity of all documentation submitted pursuant to this Article.
 - (5) All short-term rental units already licensed with the City as of ~~November 8~~ **December 19**, 2021, the effective date of Ordinance 2021-157, may continue to operate and renew annually regardless of the Chaffee County residency eligibility requirements of this subsection (g) until such time that the property changes ownership, or the person(s) controlling the corporate owner of the property changes, or until such time the short-term rental license is revoked or abandoned pursuant to this Article. Furthermore, owners of property purchased, or under valid and executed contract to be purchased, prior to ~~July 20~~ **December 19**, 2021 may apply for a short-term rental license regardless of the eligibility requirements of this subsection (g), provided such license application is filed on or before June 1, 2022, and provided that the unit existed or had a valid building permit for construction ~~on or before July 20~~ **December 19**, 2021. If such a property had a valid building permit for construction ~~on or before July 20~~ **December 19**, 2021, and is unable to obtain a Certificate of Occupancy before June 1, 2022, such property owner may apply for an extension, in writing, to the City Administrator, except that if such extension is granted, the short-term rental license shall be filed on or before June 1, 2023.
 - (6) Exceptions to the residency requirements in this subsection (g) can be granted only upon City Council's sole discretion related to a land use application process, such as an annexation, planned development or subdivision, where the applicant is providing at least double the amount of affordable housing units required by the inclusionary housing requirements in effect at the time of application, and pursuant to the terms and conditions imposed by City Council upon approval of the subject land use application.
- (h) The maximum number of short-term rentals in the non-residential zones (eg: RMU, C-1, C-2 and I) shall not exceed the caps in the following neighborhoods and designated areas, as illustrated in "Exhibit A" to Ordinance 2021-15, a running tally of which shall be kept with the City Clerk's office along with the most recent neighborhood map, and open for public inspection at all times during business hours:
- (1) C-2/Historic Downtown: Ninety-Nine (99) short-term rental licenses
 - (2) Highway 291 Corridor: Seventy-One (71) short-term rental licenses

- (3) Industrial Corridor: Sixteen (16) short-term rental licenses
- (4) Highway 50 corridor: Forty-Six (46) short-term rental licenses

(i) The caps in this subsection (h) **of this Section 6-6-20** can be exceeded only upon City Council's sole discretion related to a land use application process, such as an annexation, planned development or subdivision, where the applicant is providing at least double the amount of affordable housing units required by the inclusionary housing requirements in effect at the time of application, and pursuant to the terms and conditions imposed by City Council upon approval of the subject land use application.

Section 3. Section 16-4-190(q) of the Salida Municipal Code, regarding Review standards applicable to particular uses, Short-term Rentals, is hereby amended, by the amendment of subsection (q)(1)a.2. as follows:

Sec. 16-4-190. – Review standards applicable to particular uses.

...

(q) Short-term Rentals.

(1) Purpose...

a. Registration and licensing requirements.

...

2. A separate short-term license is required for each short-term rental property. The permit shall be issued only to the owner of the short-term rental property. No more than one (1) short-term rental permit is permitted per property owner, which for these purposes shall be considered the person controlling a corporate owner. **Owners of property purchased, or under valid and executed contract to be purchased, in the RMU, C-2, C-1 and I zone districts, prior to December 19, 2021 are excepted from the preceding sentence, provided that the unit existed or had a valid building permit for construction before December 19, 2021, and provided that the short-term license applications are filed on or before June 1, 2022.** All short-term rental permits shall be granted solely to the applicant at the address for which the permit is issued and shall not be transferable to any other person or legal entity or property. The owner of the short-term rental is responsible for compliance with the provisions of this Section and Chapter 6 Article VI pertaining to short-term rental licensing.

Section 4. Section 16-4-190(q) of the Salida Municipal Code, regarding Review standards applicable to particular uses, Short-term Rentals, is hereby amended, by the deletion of subsection (q)(2)k. as follows:

Sec. 16-4-190. – Review standards applicable to particular uses.

...

(q) Short-term Rentals.

...

(2) Conditions and standards.

...

~~k. Any development that has two (2) or more primary units on the same lot shall have no more than fifty percent (50%) of its units as short term rental units.~~

Section 5. The provisions of this ordinance are severable and the invalidity of any section, phrase, clause or portion of the ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the ordinance.

INTRODUCED ON FIRST READING, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the City of Salida by the City Council on the 2nd day of November, 2021, and set for second reading and public hearing on the 16th day of November, 2021.

INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED PUBLISHED BY TITLE ONLY, by the City Council on the 16th day of November, 2021.

CITY OF SALIDA

By: _____
Mayor PT Wood

ATTEST: (SEAL)

By: _____
City Clerk

Dear Salida City Council, Mr. Mayor and Staff -

I recently drove west on Hwy 50... past the wind turbines, remote hot springs, and opal mines. Through lightning storms, towns small and smaller. Grabbed a hotel/motel on the strip where we stayed the night, never venturing much past the room to grab a bite, or a beer, or a coffee, talk to a local or learn about the town. We drove it for days. Old towns, forgotten towns, strips thrown together using old models for quick convenience and not once did we see anything like Two Rivers Commons.

The Commons is a new approach, designed to **be** a walkable mixed-use commercial neighborhood along the highly visible Hwy 50 corridor and to serve as a compliment to adjacent residential communities.

The Two Rivers vision offers sustainable development: incorporates smaller lots and higher density; has and will honor the affordable housing requirement; offers a park at the confluence, acreage of preserved open space, wetland habitat, and dedicated pedestrian/cycling trails.

The city zoning for The Commons is C-2, defined as, *Central Business District*. The Commons itself was never intended to be a residential neighborhood, it was envisioned as a new kind of commercial neighborhood. A mash up of commercial enterprise and residential spaces with limited common elements like patios and a riverwalk that bring business outside, encourage interaction, support different lifestyles, and provide for varying tenancies over time.

The Commons is currently being developed with mixed-use buildings that offer ground floor commercial space plus 2-3 residential use units, all of which provide their own off street parking. The project was conceived and designed under a city code that allowed for short term rentals in the Central Business District and the opportunity for short term tenancies was both verified by the city and attractive to the buyers that either purchased land for future development or put these properties under contract prior to the STR moratorium.

In my correspondence with Mr. Almquist about the nature of Two Rivers Commons and the impact of increasingly strict STR regulations, specifically the 50% rule, on the proof of concept, Mr. Almquist offered the following, "Perhaps [the council] would consider a revision of the language to apply to developments of 4 units or more on the same lot? I'd be open to possibly supporting that if asked."

I am asking council to acknowledge the unique nature of Two Rivers Commons and to see it as a dynamic commercial neighborhood, a district designed for business and visitors, as an enhancement to the Hwy 50 corridor that helps meet the goals of that visioning committee, and to revise the language in the 50% rule such that it applies to developments of 4 or more primary (residential) units on the same lot, which would allow current and future development to continue with confidence and on a scale befitting of Salida's value and aesthetics.

Concerns over transient communities and, per Mr. Almquist, "people.... running what would essentially be multi-unit hotels, without having to go through the land-use process for an actual hotel and not being charged a commercial property tax," should be assuaged by the integrated nature of the larger Two Rivers Planned Development and the additional STR restrictions already in place that preclude ownership of multiple STR units. I would also submit that increased STR licensing fees, the exploration of an excise tax or similar, and language that allows lodging tax revenue to be used for purposes outside tourism could provide direct benefit to the workforce housing initiative.

Thank you for your time and consideration,
Kristin "Hale" Camp
120 E Crestone - Salida

Tom Pokorny
Two Rivers, LLC

Dear Council and Staff

As you have decided to revisit the issue of how to handle restricting STRs within the C-2 zone of the Two Rivers Commons I want to thank you for your continuing consideration, as this project certainly doesn't fit into the development model of about 99% of projects built in small cities currently.

The decision to zone this as C-2 allowed us to follow the original master plan of having a high density mixed-use commercial center along the high visibility Hwy 50 corridor that would serve the large number of future residents in this area.

We want a mini version of our downtown C-2 district, vibrant and interesting, where people can gather and meet as opposed to the sterile strip malls that sit vacant at night. This concept of high density mixed-use development along the highway is our vision of what a transit corridor could be and should be with a varied streetscape, slowing traffic and encouraging people to get out of the car and walk. This transit corridor model has been encouraged in the Future 50 study on file and was being discussed within the committee formed to rewrite of the land use code.

The Two Rivers Commons is the litmus test for this model, and so far it has been successful. We have had bonafide contracts on the three street-level commercial units and all eight residential units above since early June of this year. It looks like this will be a mix of long-term residents and second home buyers along with active commercial enterprise. Salida's visitors want to be in the action; to park their car, get on their bike and get to know the town. That is what Two Rivers Commons is designed to provide; a place for business, visitors and neighbors to interact socially.

I fear that strict STR rules applied to the Two Rivers Commons or highway 50 corridor or the introduction of a 50% STR rule within a building will introduce a new uncertainty concerning the ability to sell a mixed-use development and may quash this business model before it can prove itself.

Buyers of the residential units described above did their due diligence before entering into contract with assurance from the city that they could use their second homes as STRs. They are now awaiting your decision of the final language for the C-2 zone of the Two Rivers Commons before committing to close.

My impression, after the emergency ordinance was passed, was that council had directed staff to exempt any previous agreements made via PDs or annexations and to include those units that already had bonafide contracts, thereby honoring promises made to the developer and buyers of these units located in 106, 108 and 112 Old Stage Road. I respectfully ask that regardless of the overall ordinance council do just that and exempt or grandfather those units listed above. And, I ask that you consider carefully how you restrict STRs within the Two Rivers Commons and the Highway 50 commercial corridor if indeed you do want future mixed-use development in this area. Thank you.

Sincerely,

Tom Pokorny,
Managing Member, Two Rivers, LLC



Bill Almquist <bill.almquist@cityofsalida.com>

STR - residency priority

Susan Dempsey Hughes <sdhughes@pinonrealestate.com>

Fri, Oct 15, 2021 at 1:47 PM

To: Bill Almquist <bill.almquist@cityofsalida.com>

Hi Bill. Please deliver to council, mayor and staff (and whoever else is working on the residency priority requirements). Thanks!

Hi Bill and Salida City Council and Mayor. I wanted to say a quick thank you for encouraging the communities input on the new STR regulations and for making thoughtful decisions last meeting. And thank you for listening and discussing the residency rule. Seems like there was some discussion about how to prioritize Chaffee County residents. From talking to many community members, coworkers and Local shop owners it seems like most if, not all feel it should be a strict waiting list. Chaffee county residents would go to the top of the waiting list. If there are no Chaffee county residents on the list then it would go to the non-resident at the top of the list. Hopefully that will keep things clean and simple and have less administrative work on your part.

Thanks again and have a great weekend.
Susan

Susan Dempsey Hughes

Pinon Real Estate Group
719-539-8886
www.pinonrealestate.com

Sent from my iPhone



Bill Almquist <bill.almquist@cityofsalida.com>

STR 50% requirement

Bill Smith <wfsmith05@gmail.com>

Mon, Oct 18, 2021 at 3:34 PM

To: Bill Almquist <bill.almquist@cityofsalida.com>

Cc: jane.templeton@salidaelected.com, dan.shore@salidaelected.com

Bill:

I appreciate any of your time. Obviously, I know that there is only so much you can do, but this ordinance is a big impact on a lot of people. It has been frustrating both in process and in product.

I understand council will be discussing the 50% issue tonight. As I understand that no discussion or input is allowed. Is there a plan to reach out to the public on these issues and allow them to be part of the discussion at some other time? I know that was originally supposed to happen. Perhaps now that the time crunch has passed we could have that meeting?

I know you are recommending that the 50% rule be scrapped, and that is the right thing to do. I can give a lot better reasons than you are citing, but again, no input is allowed.

I think that there are a number of people who have a lot of experience managing both long term and short term rentals, who are literally invested in the situation who have valuable information. It seems that the intent here is to make sure that there is no public discussion.

If there had been an opportunity to talk about these issues before the ordinance was passed there would not be the problems now of poor drafting/incomplete understanding of the ordinance that require fixing. Before you put together your omnibus of amendments to the ordinance, can we have a public discussion? There may be more things that could be improved on than you have had time to consider.

Cheers,
Bill

[Quoted text hidden]

--

Cheers,
Bill



CITY COUNCIL ACTION FORM

Originating Dept.	Presented by	Date
Community Development	Nina P. Williams - City Attorney	November 2, 2021

ITEM Ordinance 2021-18- Extending a temporary moratorium on the submission, acceptance, processing and approval of any application for a short-term rental license, and declaring an emergency

BACKGROUND

On July 20, 2021, via Ordinance 2021-11, City Council imposed a three month moratorium, or temporary halt, until October 20, 2021, on the issuance of new or transferred STR licenses to give staff, Planning Commission and City Council the opportunity to analyze and review various options and solutions to address the shortage of housing, as well as evaluate the impacts of short-term rental units on affordability and availability.

The effective date of Ordinance 2021-15, amending the City's short-term rental regulations, was November 8, 2021. Therefore, in order for equitable enforcement and consistent application of the Code and the City's administrative regulations, Council extended the temporary moratorium a few weeks until that November 8, 2021 date.

Based upon public feedback, Council is now considering additional amendments to the City's STR regulations via Ordinance 2021-17, which is scheduled for a public hearing and second reading on November 16, 2021, and which, if adopted, would have an effective date of December 19, 2021.

STAFF RECOMMENDATION

Staff recommends extending this temporary moratorium until December 20, 2021.



CITY COUNCIL ACTION FORM

Originating Dept.	Presented by	Date
Community Development	Nina P. Williams - City Attorney	November 2, 2021

SUGGESTED MOTION

“I move to approve Ordinance 2021-18, extending a temporary moratorium on the submission, acceptance, processing and approval of any application for a short-term rental license, and declaring an emergency,” followed by a roll call vote.

**CITY OF SALIDA, COLORADO
ORDINANCE NO. 18
(Series of 2021)**

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA,
COLORADO EXTENDING A TEMPORARY MORATORIUM ON THE
SUBMISSION, ACCEPTANCE, PROCESSING AND APPROVAL OF ANY
APPLICATION FOR A SHORT-TERM RENTAL LICENSE, AND DECLARING
AN EMERGENCY**

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, pursuant to C.R.S. § 31-23-301 the Council also possesses the authority to adopt and enforce zoning regulations; and

WHEREAS, pursuant to such authority, the City has previously adopted certain regulations concerning short-term rentals within Chapter 6 and Chapter 16 of the Salida Municipal Code (“Code”); and

WHEREAS, on July 20, 2021, through Ordinance 2021-11, the City Council imposed a three (3) month temporary moratorium on receiving applications for review and issuing or approving short-term rental licenses in order to preserve the status quo while the Planning Commission and City Council completed its review of the City’s regulatory framework for short-term rentals and its impact on the housing crisis; and

WHEREAS, this initial temporary moratorium was set to expire on October 20, 2021, and the effective date of Ordinance 2021-15, amending the City’s short term rental regulations, was November 8, 2021; and

WHEREAS, in order for equitable enforcement and consistent application of the Code and the City’s administrative regulations, Council extended the temporary moratorium until that November 8, 2021 date; and

WHEREAS, due to public feedback, Council is considering additional amendments to the City’s short-term rental regulations via Ordinance 2021-17, which is scheduled for a public hearing and second reading on November 16, 2021, and which, if adopted, would have an effective date of December 19, 2021; and

WHEREAS, in order to maintain the same level of equitable enforcement and consistent application of the Code, the Council finds and determines that a brief additional extension of the temporary moratorium on short term rental license applications is necessary to the immediate preservation of the public health, safety and welfare and that this ordinance should therefore

become effective immediately upon adoption, as authorized by C.R.S. § 31-16-105.

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

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

Section 2. Extension of Temporary Moratorium. Effective immediately, upon the date of this Ordinance, the moratorium imposed on July 20, 2021, and extended on October 5, 2021, upon the submission, acceptance, processing, and approval of all applications for short-term rental licenses within the City of Salida is hereby further extended. No application for a short-term rental license shall be submitted to or accepted by the City, and no such application shall be reviewed or license issued or approved in response to such an application. This moratorium does not apply to those properties governed by already-existing Planned Development Agreements, Subdivision Improvement Agreements and Annexation Agreements with the City.

Section 3. Effective Date; Expiration. The moratorium imposed on July 20, 2021, extended on October 5, 2021, and further extended by this Ordinance shall continue as of the effective date of this Ordinance and shall expire on December 20, 2021.

Section 4. Should any one or more sections or provisions of this Ordinance or of the Code provisions enacted hereby be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance or of such Code provision, the intention being that the various sections and provisions are severable.

Section 5. Emergency declaration. Pursuant to C.R.S. § 31-16-105, the City Council hereby finds, determines and declares that an emergency exists and that this ordinance is necessary for the immediate preservation of the public health, safety and welfare and the financial well-being of the City because there must be a data-driven analysis conducted on the impact on City residents, workforce and property owners concerning short-term rentals and affordable housing, and therefore, this ordinance must be passed as an emergency ordinance.

INTRODUCED, READ AND PASSED, ADOPTED AND ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the City of Salida by the City Council this 2nd day of November, 2021.

CITY OF SALIDA

By: _____
Mayor P.T. Wood

ATTEST: (SEAL)

By: _____

City Clerk