



CITY COUNCIL REGULAR MEETING

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

August 20, 2024 - 6:00 PM

AGENDA

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

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

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

CIVILITY INVOCATION

CALL TO ORDER

Pledge of Allegiance

Roll Call

CONSENT AGENDA

1. Approve Agenda
- [2.](#) Approve August 6, 2024 Minutes
- [3.](#) Approve Special Event Liquor License for the Banana Belt Mountain Bike Race
- [4.](#) Approve Special Event Liquor License for The Salida 76
- [5.](#) Approve Special Event Liquor License for Salida Fiber Festival
- [6.](#) Approve IRA Urban and Community Forestry Grant
- [7.](#) Approve Energy Efficiency and Conservation Block Grant

CITIZEN COMMENT—Three (3) Minute Time Limit

UNFINISHED BUSINESS / ACTION ITEMS

- [8.](#) **Ordinance 2024-13** AN ORDINANCE OF THE CITY OF SALIDA, COLORADO ANNEXING TO THE CITY OF SALIDA A CERTAIN TRACT OF LAND IN UNINCORPORATED CHAFFEE COUNTY KNOWN AS THE SALIDA QUALITY FARMS, LLC – MEADOWLARK DRIVE ANNEXATION. **Second Reading and Public Hearing**
- [9.](#) **Ordinance 2024-14** AN ORDINANCE OF THE CITY OF SALIDA, COLORADO, ZONING CERTAIN REAL PROPERTY KNOWN AS THE SALIDA QUALITY FARMS, LLC / MEADOWLARK DRIVE ANNEXATION AS HIGH DENSITY RESIDENTIAL (R-3) ZONE DISTRICT. **Second Reading and Public Hearing**
- [10.](#) **Ordinance 2024-15** AN ORDINANCE OF THE CITY OF SALIDA, COLORADO ANNEXING TO THE CITY OF SALIDA A CERTAIN TRACT OF LAND IN UNINCORPORATED CHAFFEE COUNTY KNOWN AS THE SUESSE ANNEXATION. **Second Reading and Public Hearing**
- [11.](#) **Ordinance 2024-16** AN ORDINANCE OF THE CITY OF SALIDA, COLORADO, ZONING CERTAIN REAL PROPERTY KNOWN AS THE SUESSE ANNEXATION AS HIGH DENSITY RESIDENTIAL (R-3) ZONE DISTRICT. **Second Reading and Public Hearing**

NEW BUSINESS / ACTION ITEMS

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.

- [12.](#) **Resolution 2024-50** A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO, APPROVING A RIGHT-OF-WAY AGREEMENT WITH VISIONARY BROADBAND.
- [13.](#) **Resolution 2024-51** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, MAKING FINDINGS OF FACT, DETERMINATIONS, AND CONCLUSIONS CONCERNING THE SALIDA QUALITY FARMS, LLC / MEADOWLARK DRIVE ANNEXATION.
- [14.](#) **Resolution 2024-52** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING AN ANNEXATION AGREEMENT WITH SALIDA QUALITY FARMS, LLC FOR THE ANNEXATION OF CERTAIN REAL PROPERTY INTO THE CITY.
- [15.](#) **Resolution 2024-53** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, MAKING FINDINGS OF FACT, DETERMINATIONS, AND CONCLUSIONS CONCERNING THE SUESSE ANNEXATION.
- [16.](#) **Ordinance 2024-17** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO ANNEXING TO THE CITY OF SALIDA A CERTAIN TRACT OF LAND IN UNINCORPORATED CHAFFEE COUNTY KNOWN AS THE SALIDA SCHOOL DISTRICT ANNEXATION. **FIRST READING AND SETTING SECOND READING AND PUBLIC HEARING**
- [17.](#) **Ordinance 2024-18** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SALIDA, ZONING CERTAIN REAL PROPERTY KNOWN AS THE SALIDA SCHOOL DISTRICT ANNEXATION AS COMMERCIAL (C-1) ZONE DISTRICT. **FIRST READING AND SETTING SECOND READING AND PUBLIC HEARING**

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Council Reports

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

Mayor Report

Treasurer Report

[18.](#) Treasurer Report

Attorney Report

Department Updates

[19.](#) Department Updates

ADJOURN



City Clerk | Deputy City Clerk

Mayor Dan Shore



CITY COUNCIL REGULAR MEETING-

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

August 06, 2024 - 6:00 PM

MINUTES

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

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

CALL TO ORDER

Pledge of Allegiance

Roll Call

PRESENT

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

Civility Invocation

Civility Invocation

CONSENT AGENDA

Council Member Pappenfort moved combine and approve the consent agenda with an amendment that the contract with Ovierre Industries is reviewed and approved by the City Attorney, Seconded by Council Member Fontana.

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

Approve Agenda

Approve July 16, 2024 Minutes

Approve Final Settlement for the 2023 Street Reconstruction Project

Approval of Application for Renewable and Clean Energy Initiative Funding for Solar Arrays at the Fire Station

Approve Contract with Ovierre Industries for Wayfinding

MOTION PASSED

CITIZEN COMMENT—Three (3) Minute Time Limit

Floyd Rovano and Jim Wilson spoke during public comment.

UNFINISHED BUSINESS / ACTION ITEMS

Ordinance 2024-12 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO AMENDING CHAPTER 11 OF THE SALIDA MUNICIPAL CODE, REGARDING CONSTRUCTION AND

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.

EXCAVATION IN THE STREETS, SIDEWALKS AND PUBLIC PROPERTY, TO ESTABLISH A PROCEDURE FOR THE UNDERGROUNDING OF UTILITY FACILITIES. **Second Reading and Public Hearing**

Mayor Shore opened the Public Hearing. Hearing no comment, the Mayor closed the public hearing.

Council Member Critelli moved to approve Ordinance 2024-12, Seconded by Council Member Pappenfort.
Voting Yea: Council Member Fontana, Council Member Naccarato, Council Member Critelli, Council Member Stephens, Council Member Pappenfort, Council Member Martin

MOTION PASSED

NEW BUSINESS / ACTION ITEMS

Resolution 2024-45 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA COLORADO, APPROVING THE SHAKEN ROOST MAJOR SUBDIVISION. **(Public Hearing)**

Council Member Critelli moved to approve Resolution 2024-45, Seconded by Council Member Naccarato.
Voting Yea: Council Member Fontana, Council Member Naccarato, Council Member Critelli, Council Member Stephens, Council Member Pappenfort, Council Member Martin

MOTION PASSED

Resolution 2024-46 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA COLORADO, APPROVING THE MEMORADUM OF UNDERSTANDING BETWEEN THE CITY OF SALIDA AND PLACES TO AGE

Council Member Pappenfort moved to approve Resolution 2024-46, Seconded by Council Member Fontana.
Voting Yea: Council Member Fontana, Council Member Naccarato, Council Member Critelli, Council Member Stephens, Council Member Pappenfort, Council Member Martin

MOTION PASSED

Resolution 2024-47 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, CONSENTING TO THE CALLING OF AN ELECTION BY THE CHAFFEE HOUSING AUTHORITY ON NOVEMBER 5, 2024, AND THE SUBMISSION OF A QUESTION TO IMPOSE A SALES TAX WITHIN THE BOUNDARIES OF THE AUTHORITY

Dalton Kelley and Eric Warner spoke regarding the Resolution.

Council Member Pappenfort moved to approve Resolution 2024-47, Seconded by Council Member Critelli.
Voting Yea: Council Member Fontana, Council Member Naccarato, Council Member Critelli, Council Member Stephens, Council Member Pappenfort, Council Member Martin

MOTION PASSED

Resolution 2024-48 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, CONSENTING TO THE CALLING OF AN ELECTION BY THE CHAFFEE HOUSING AUTHORITY ON NOVEMBER 5, 2024 AND THE SUBMISSION OF A QUESTION TO COLLECT AND RETAIN AUTHORITY REVENUE

Dalton Kelley and Eric Warner spoke regarding the Resolution.

Council Member Critelli moved to approve Resolution 2024-48, Seconded by Council Member Naccarato.
Voting Yea: Council Member Fontana, Council Member Naccarato, Council Member Critelli, Council Member Stephens, Council Member Pappenfort, Council Member Martin

MOTION PASSED

Resolution 2024-49 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA COLORADO, ADOPTING AN EMAIL RETENTION POLICY AND AMENDING THE SALIDA CITY COUNCIL HANDBOOK TO INCLUDE SUCH POLICY

Council Member Fontana moved to approve Resolution 2024-49, Seconded by Council Member Stephens.
Voting Yea: Council Member Fontana, Council Member Naccarato, Council Member Critelli, Council Member Stephens, Council Member Pappenfort, Council Member Martin

MOTION PASSED

Ordinance 2024-13 AN ORDINANCE OF THE CITY OF SALIDA, COLORADO ANNEXING TO THE CITY OF SALIDA A CERTAIN TRACT OF LAND IN UNINCORPORATED CHAFFEE COUNTY KNOWN AS THE SALIDA QUALITY FARMS, LLC – MEADOWLARK DRIVE ANNEXATION. **FIRST READING AND SETTING SECOND READING AND PUBLIC HEARING**

Council Member Pappenfort moved to approve Ordinance 2024-13, Seconded by Council Member Critelli.
Voting Yea: Council Member Fontana, Council Member Naccarato, Council Member Critelli, Council Member Stephens, Council Member Pappenfort, Council Member Martin

MOTION PASSED

Ordinance 2024-14 AN ORDINANCE OF THE CITY OF SALIDA, COLORADO, ZONING CERTAIN REAL PROPERTY KNOWN AS THE SALIDA QUALITY FARMS, LLC / MEADOWLARK DRIVE ANNEXATION AS HIGH DENSITY RESIDENTIAL (R-3) ZONE DISTRICT. **FIRST READING AND SETTING SECOND READING AND PUBLIC HEARING**

Council Member Critelli moved to approve Ordinance 2024-14, Seconded by Council Member Fontana.
Voting Yea: Council Member Fontana, Council Member Naccarato, Council Member Critelli, Council Member Stephens, Council Member Pappenfort, Council Member Martin

MOTION PASSED

Ordinance 2024-15 AN ORDINANCE OF THE CITY OF SALIDA, COLORADO ANNEXING TO THE CITY OF SALIDA A CERTAIN TRACT OF LAND IN UNINCORPORATED CHAFFEE COUNTY KNOWN AS THE SUESSE ANNEXATION. **FIRST READING AND SETTING SECOND READING AND PUBLIC HEARING**

Council Member Stephens moved to approve Ordinance 2024-15, Seconded by Council Member Critelli.
Voting Yea: Council Member Fontana, Council Member Naccarato, Council Member Critelli, Council Member Stephens, Council Member Pappenfort, Council Member Martin

MOTION PASSED

Ordinance 2024-16 AN ORDINANCE OF THE CITY OF SALIDA, COLORADO, ZONING CERTAIN REAL PROPERTY KNOWN AS THE SUESSE ANNEXATION AS HIGH DENSITY RESIDENTIAL (R-3) ZONE DISTRICT. **FIRST READING AND SETTING SECOND READING AND PUBLIC HEARING**

Council Member Critelli moved to approve Ordinance 2024-16, Seconded by Council Member Pappenfort.
Voting Yea: Council Member Fontana, Council Member Naccarato, Council Member Critelli, Council Member Stephens, Council Member Pappenfort, Council Member Martin

MOTION PASSED

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Council Reports

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

Reports were given.

Mayor Report

Report was given.

Treasurer Report

Report was given.

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.

Attorney Report

Report was given.

Department Updates**EXECUTIVE SESSION**

EXECUTIVE SESSION: For the purpose of conferencing with the City Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S Section 24-6-402(4)(b), and for the purpose of determining positions relative to matters that may be subject to negotiation, developing strategy for negotiations, and/or instructing negotiators under C.R.S. Section 24-6-402(4)(e), and the following additional details are provided for identification purposes: **Development incentives request from property owner; and Legal advice from the City Attorney to the City Council regarding proper application of the Municipal Code and other City requirements and regulations and other relevant confidential advice.**

Council Member Naccarato moved to enter into Executive Session, Seconded by Council Member Critelli. Voting Yea: Council Member Fontana, Council Member Naccarato, Council Member Critelli, Council Member Stephens, Council Member Pappenfort, Council Member Martin

MOTION PASSED

Council entered into Executive Session at 7:41 pm and returned to the Regular Meeting at 9:33pm.

ADJOURN

Adjourned at 9:37pm



City Clerk | Deputy City Clerk

Mayor Dan Shore

Salida Mountain Trails (SMT) is organizing the long-running Banana Belt Mountain Bike Race. SMT has organized this event for the past two years in partnership with Salida Parks and Recreation. This year, SMT is managing the event independently. The event will be held on Sunday, September 15.

This year's event will return the Banana Belt to its traditional location, on Methodist Mountain. (The event moved to the Arkansas Hills Trails following the 2019 Decker Fire.) This year's 26-mile-long course begins at the Vandaveer Open Space. From there, riders will depart on CR104 to Hwy. 50, turn right, and follow Hwy. 50 to CR 101. Participants will turn right onto CR101 and ride up to the Rainbow Trail, then head northwest to Pot o' Gold, and finish by following Double Rainbow, Spartan West, Spartan East, and Solstice. The finish line will be at the end of Solstice, not at the starting line. This is to prevent the race from finishing with active competition on CR107 while the road is open to traffic.

From the finish line, volunteers will guide riders to CR107, which will take them a short downhill back to Vandaveer Ranch on CR 108. At the finish, each participant will receive a meal and drink ticket, which are included with registration. Food and drink will be purchased and/or donated by local businesses, including beer from Soulcraft Brewing for riders 21+. Food and drink will be stored in a refrigerated trailer we rent every year for this event.

SMT will place sandwich board signs on roads alerting drivers to the race. Course marshals will control traffic and direct riders at key intersections. Advance notice will also be given through flyers at trailheads, on social media, via email, and in PR to local media.

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

Item 3.

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

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

LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:
2110 ☒ MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY
2170 ☐ FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY

DO NOT WRITE IN THIS SPACE

LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE Salida Mountain Trails		State Sales Tax Number (Required) [REDACTED]	
2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP) PO Box 612, Salida, CO, 81201		3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP) Vandaveer open space - County Rd. 104, Salida, CO, 81201	
NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE Jon Terbush	[REDACTED]	[REDACTED]	[REDACTED]
5. EVENT MANAGER Jon Terbush			
6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAYS? _____		7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____	
8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			

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

Date	Date	Date	Date	Date
Hours From To	Hours From To	Hours From To	Hours From To	Hours From To
09/15/2024 10:00am.m. 5:00pm .m.				

OATH OF APPLICANT

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

SIGNATURE 	TITLE Executive Director	DATE 7/17/2024
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REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

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

THEREFORE, THIS APPLICATION IS APPROVED.

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

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

LIABILITY INFORMATION

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

(Instructions on Reverse Side)

APPLICATION INFORMATION AND CHECKLIST

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

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

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

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

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

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



VALID ONLY FOR THIS ORGANIZATION AT THIS LOCATION

Salida Mountain Trails

Vandaveer Open Space

County Road 104, Salida, CO 81201

SPECIAL EVENTS PERMIT MALT, VINOUS AND SPIRITUOUS LIQUOR

	Date	Hour		Date	Hour
FROM	9/15/24	10:00am	TO	9/15/24	5:00pm

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

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

In testimony whereof, The City Council has hereunto subscribed its name by its officers duly authorized this 20th of August 2024.

ATTEST:

The City of Salida

City Clerk/Deputy City Clerk

City Administrator

THIS LICENSE IS TO BE POSTED IN A CONSPICUOUS PLACE

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Salida Mountain Trails

is a

Nonprofit Corporation

formed or registered on 04/16/2013 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20131234792 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/16/2024 that have been posted, and by documents delivered to this office electronically through 07/17/2024 @ 10:49:49 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 07/17/2024 @ 10:49:49 in accordance with applicable law. This certificate is assigned Confirmation Number 16213706 .



Jena Griswold

Secretary of State of the State of Colorado

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

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



Red = Fencing, provided by City of Salida. Estimated perimeter = 25'x25"

Star = Single entrance/exit

- 12 -

Volunteer(s) will check IDs at entrance. Event participants 21+ will receive drink ticket



To Whom It May Concern,

The Salida 76 is produced by Shift Events/Team Evergreen Cycling, a non-profit organization that directs all event proceeds back to community-based organizations - nearly \$3M in their 30-year history.

Shift Events/Team Evergreen is requesting permission from all applicable agencies/towns/counties for the Salida 76 bike race event. The event is a 76-mile gravel bicycle race leaving from and returning to Riverside Park in Salida, CO, with a 47-mile shorter option. The race is in conjunction with the Banana Belt Mountain Bike Race.

Details:

3rd Annual Salida 76

Saturday, September 14, 2024

Riverside Start/Finish, 8am-8pm

Riders: Up to 1000

- There will be approximately 40 volunteers and 7 Team Evergreen Staff on-site.
- Venue set-up to occur Friday, Sept. 13th from approximately 10am-2pm.
- Public parking is available as directed by the City of Salida. Designated lots and parking areas will be determined prior to the event.
- Rider Safety and Security – Local law enforcement will be present during the event, assisting riders at Start Line and with temporary road closure at the start and, per Colorado State Patrol, Hwy 291. Marshals and directional signage placed along the entire route. Medical and emergency response provided on course and at Riverside Park.
- A brief road closure is requested in the Town of Salida on E. Sackett Ave. between N. F Street and N. E Street from 7:00am-9:00am to ensure rider safety as riders depart Riverside Park.
- We are requesting to block the public parking spaces between N F Street and N E Street on E. Sackett along Riverside Park beginning Friday evening to ensure rider safety at the start.
- Sixteen total portable toilets, including 1 ADA unit will be provided. 12 placed at Riverside, 2 at Marvin Park and 1 at each Aid Station on course.
- 12 Trash receptacles will also be provided by a local vendor and available at Riverside Park and Aid Stations.

Thank you for your consideration.

Sincerely,

Josh Kravetz, Race Director

303-408-0747

www.salida76.com

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

Item 4.

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

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

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

LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:

2110 ☒ MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY

2170 ☐ FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY

DO NOT WRITE IN THIS SPACE

LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE

Team Evergreen Cycling

State Sales Tax Number (Required)

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

PO Box 3804
Evergreen, CO 80437

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

Riverside Park
170 E. Sackett Ave.
Salida, CO 80121

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG or POLITICAL CANDIDATE Jennifer Barbour			
5. EVENT MANAGER Josh Kravetz			
6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAYS? _____		7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____	

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

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

Date	Date	Date	Date	Date
Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.
9/14/2024 To 8pm .m.				

OATH OF APPLICANT

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

SIGNATURE 	TITLE Event Director	DATE 2/26/24
--	-------------------------	-----------------

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

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

THEREFORE, THIS APPLICATION IS APPROVED.

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

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

LIABILITY INFORMATION

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

(Instructions on Reverse Side)

APPLICATION INFORMATION AND CHECKLIST

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

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

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

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

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

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



VALID ONLY FOR THIS ORGANIZATION AT THIS LOCATION

Team Evergreen Cycling

Riverside Park

100 E Sackett Ave. Salida, CO 81201

SPECIAL EVENTS PERMIT MALT, VINOUS AND SPIRITUOUS LIQUOR

FROM	Date	Hour	TO	Date	Hour
	9/14/24	11:00am		9/14/24	8:00pm

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

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

In testimony whereof, The City Council has hereunto subscribed its name by its officers duly authorized this 20th of August 2024.

ATTEST:

The City of Salida

City Clerk/Deputy City Clerk

City Administrator

THIS LICENSE IS TO BE POSTED IN A CONSPICUOUS PLACE

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

SHIFT EVENTS

is a

Nonprofit Corporation

formed or registered on 04/22/2020 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20201350037 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/03/2024 that have been posted, and by documents delivered to this office electronically through 06/04/2024 @ 15:48:19 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/04/2024 @ 15:48:19 in accordance with applicable law. This certificate is assigned Confirmation Number 16095180 .



Jena Griswold

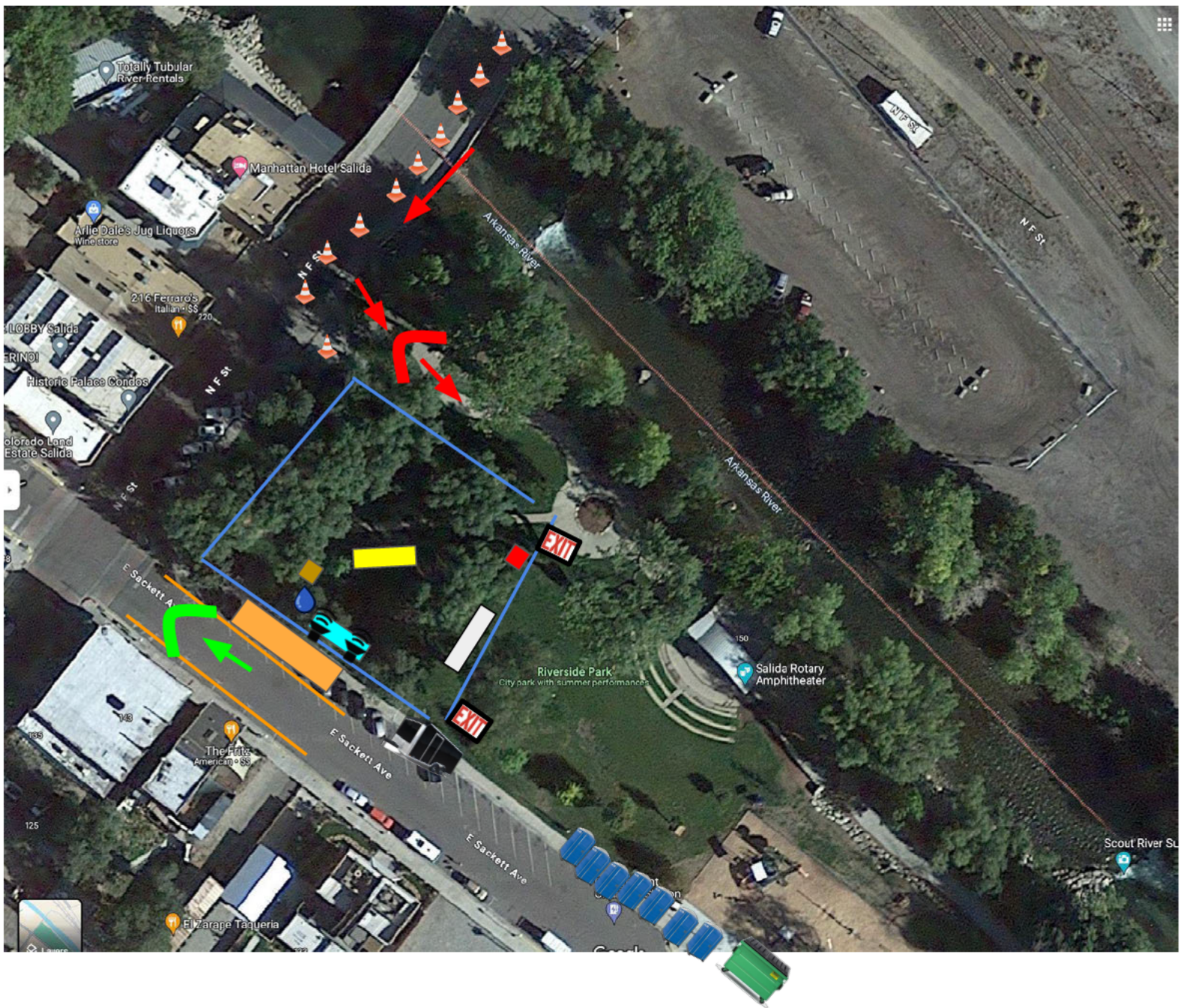
Secretary of State of the State of Colorado



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

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

Salida 76 Site Map

Item 4.



- | | | | | | |
|---|------------------------------|---|---------------|---|------------------------------|
|  | Rider finish direction |  | Audio |  | Event trailer |
|  | Rider start direction |  | Porto potties |  | Vendor parking (after start) |
|  | Team Evergreen Check in tent |  | Dumpster | | |
|  | Check in tent |  | Exit | | |
|  | 10x20 food tent |  | Potable water | | |
|  | Beer tent | | | | |
|  | Vendor tents | | | | |

July 11, 2024

Salida City Council

Re: Salida Fiber Festival

September 6-8, 2024

Riverside Park

We are happy to be hosting the 13th annual Salida Fiber Festival, held at Riverside Park!

Currently we have 43 vendors accepted, showcasing the fiber arts with locally produced products.

The festival begins with vendor set-up on Sept 6, from 9:00 a.m. and ends on Sunday September 8 at 4 p.m.

We will be doing a "soft closure" of Sackett St. to allow for vendor unloading. Barricades will be set up and manned by volunteers to allow passage of vehicles as needed. No closures will be in effect past 5 p.m. on Friday.

Waste Management is contracted for 10- 64 gallon trash cans and 6 recycle containers

Unlimited Sanitary will be placing 6 porta-potties and 4 handwash stations on Friday morning and has been contracted with extra cleanings/service throughout the event weekend.

The sheriff's office has been contacted to provide security for the event at night, for Friday and Saturday.

Continental Divide Productions has been contracted to provide a basic sound system for announcements only.

Two food truck vendors and one Coffee vendor have been contracted with to provide food and beverage and have applied for the appropriate special event licenses.

A beer/wine garden will once again be in place, for service of beverages. We do completely enclose the beer Garden with portable fencing panels, with gates. Volunteers will be on staff monitoring the area to ensure no beverages leave the enclosure.

Over 2000 attend this event in past years, and we fully expect even better attendance this year.

Thank you,

Respectfully submitted

Salida Fiber Festival Committee

Jane Levene / Peggy Reininger

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

Item 5.

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

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

LIAB	TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:	DO NOT WRITE IN THIS SPACE
2110 <input checked="" type="checkbox"/>	MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY	LIQUOR PERMIT NUMBER
2170 <input type="checkbox"/>	FERMENTED MALT BEVERAGE (3,2 Beer) \$10.00 PER DAY	

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE Salida Fiber Festival/Jane Levene	State Sales Tax Number (Required) [REDACTED]
---	---

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (Include street, city/town and ZIP) PO Box 442, Salida CO 81201	3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP) Riverside Park Salida CO 81201
---	---

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE Jane Templeton	[REDACTED]	[REDACTED]	[REDACTED]
5. EVENT MANAGER Jane Levene	[REDACTED]	[REDACTED]	[REDACTED]

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

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

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

Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To
9/6/2024		10:00 a .m.	6:00 p .m.	9/7/2024		10:00 a .m.	6:00p .m.	9/8/2024		10:00 a .m.	6:00 p .m.				

OATH OF APPLICANT

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

SIGNATURE 	TITLE event manager	DATE 5/13/2024
--	------------------------	-------------------

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

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

THEREFORE, THIS APPLICATION IS APPROVED.

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

SIGNATURE	TITLE	DATE
-----------	-------	------

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

LIABILITY INFORMATION

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

(Instructions on Reverse Side)



VALID ONLY FOR THIS ORGANIZATION AT THIS LOCATION

Salida Fiber Festival

Riverside Park

100 E Sackett Ave. Salida, CO 81201

SPECIAL EVENTS PERMIT MALT, VINOUS AND SPIRITUOUS LIQUOR

Date	Hours
9/6/24	10:00am – 6:00pm
9/7/24	10:00am – 6:00pm
9/8/24	10:00am – 6:00pm

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

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

In testimony whereof, The City Council has hereunto subscribed its name by its officers duly authorized this 20th of August 2024.

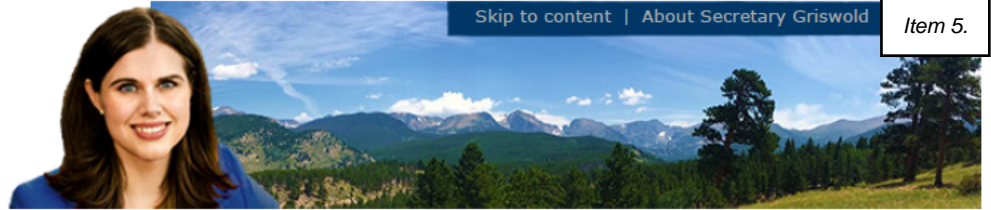
ATTEST:

The City of Salida

City Clerk/Deputy City Clerk

City Administrator

THIS LICENSE IS TO BE POSTED IN A CONSPICUOUS PLACE

**For this Record...**

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[FAQs, Glossary and Information](#)

Summary

Details			
Name	Salida Fiber Festival		
Status	Good Standing	Formation date	10/30/2011
ID number	20111605403	Form	Nonprofit Corporation
Periodic report month	October	Jurisdiction	Colorado
Principal office street address	9518 State Highway 291, Salida, CO 81201, US		
Principal office mailing address	PO Box 442, Salida, CO 81201, US		

Registered Agent	
Name	Peggy Reininger
Street address	9518 State Highway 291, Salida, CO 81201, US
Mailing address	PO Box 442, Salida, CO 81201, US

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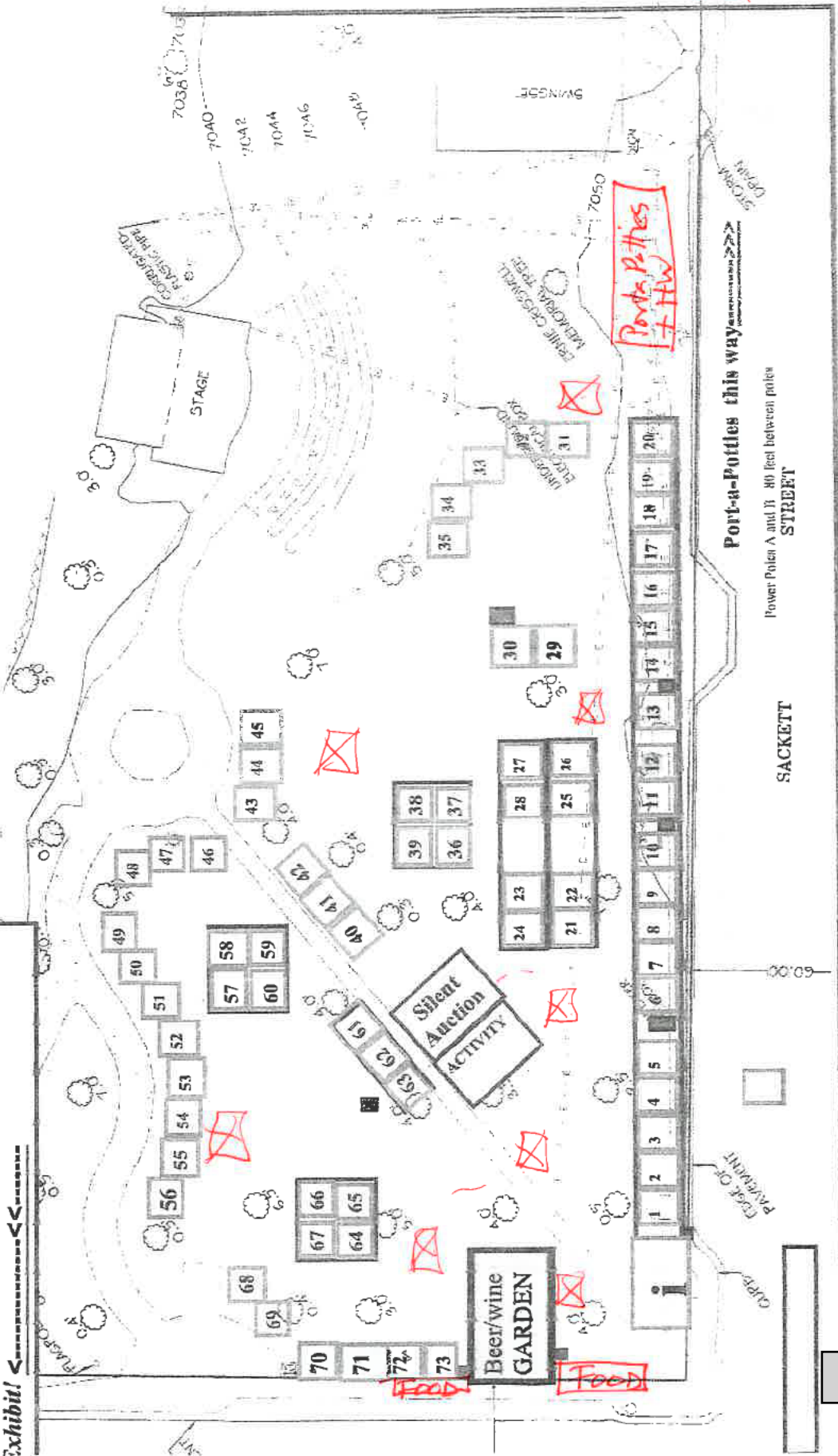
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***Walk up-river along the path to reach the
teamplant for classes and Fiber Art***





CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Sara Law - Sustainability Coordinator/PIO	August 20, 2024

AGENDA ITEM

Consent Agenda- Approve IRA Urban and Community Forestry Grant

BACKGROUND

The Colorado State Forest Service created the Colorado Inflation Reduction Act (IRA) Urban & Community Forestry (UCF) grant program with IRA funding from the USDA Forest Service. The 2024 grant cycle is the first of three rounds of funding over the next three years, and the CSFS has \$1.6 million available in this first year.

This new grant program is designed to grow the tree canopy in disadvantaged areas of Colorado. Eligible projects will prioritize capacity building and community engagement to improve forest canopies in disproportionately impacted (DI) areas, identified through the Climate and Economic Justice Screening Tool under the federal [Justice40 Initiative](#). Neighborhoods of Salida like the Oak Street corridor are identified as a DI area.

This project aims to increase the tree canopy in the right of ways and/or City easements throughout the Oak Street/291 corridor. Through interdepartmental collaboration and support from the city Tree Board, the project will utilize an Urban Tree program to increase tree plantings, maintenance and pruning plans along with creating a sense of community ownership and stewardship in disadvantaged areas.

RECOMMENDATION

Staff recommends approval of the Grant if it is awarded.

FISCAL IMPACT

There is no fiscal impact. There is no matching requirements for this grant.

MOTION

A City Councilmember should state "I move to combine and approve the items on the consent agenda", followed by a second and a roll call vote.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Sara Law - Sustainability Coordinator/PIO	August 20, 2024

AGENDA ITEM

Consent Agenda- Approve Energy Efficiency and Conservation Block Grant

BACKGROUND

The Colorado Energy Office (CEO) and [ICLEI USA](#) announced a funding opportunity for Colorado cities, counties, towns, and state-recognized tribes through the federal [Energy Efficiency and Conservation Block Grant](#) (EECBG) program. Funding was available to help eligible applicants increase staff capacity and foster regional collaboration to advance local clean energy and sustainability programs.

The City of Salida and Chaffee County submitted a regional Sustainability Implementation Proposal on August 9th to request funding for a county-wide program that would fund a new Sustainability position to help push forward city and county wide initiatives like a Greenhouse gas survey, waste diversion and recovery work as well as, an expansion of the Energy Smart Colorado program.

RECOMMENDATION

Staff recommends approval of the Grant if it is awarded.

FISCAL IMPACT

There is no fiscal impact. There is no matching requirements for this grant.

MOTION

A City Councilmember should state "I move to combine and approve the items on the consent agenda", followed by a second and a roll call vote.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Community Development	Carolyn Poissant - Senior Planner	August 20, 2024

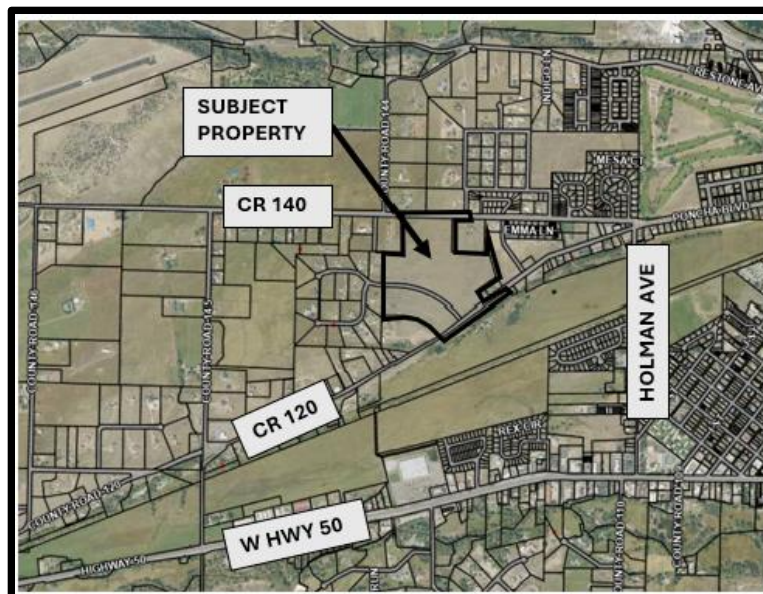
AGENDA ITEM

Ordinance 2024-13: Second reading and public hearing on the proposed Salida Quality Farms, LLC / Meadowlark Drive Annexation for a 43.02-acre property plus portions of County Road 120 and County Road 140 (approximately 48.98 acres total).

BACKGROUND

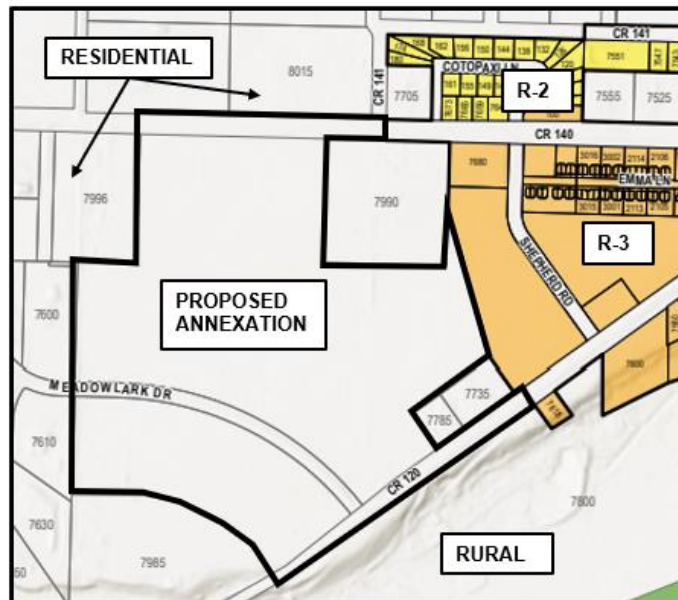
On June 5, 2024, Salida Quality Farms, LLC represented by James L. Treat submitted a complete application to annex a 43.02 - acre property described as Meadowlark Subdivision Exemption Plat Lots 1 and 2, located on Meadowlark Drive between CR 120 and CR 140 adjacent to the western edge of Angelview Subdivision, along with portions of County Road 120 and County Road 140, for a total of 48.98 acres.

Presentations were given to City Council on May 20, 2024 and July 1, 2024 regarding the “Places to Age” senior housing concept, which is a proposed use on the property. A Memorandum of Understanding was approved by City Council on August 6, 2024 (Resolution 2024-46) regarding the review and development process with respect to the future Places to Age project.



Vicinity Map

Surrounding Land Uses and Zoning: The site is currently zoned RES (Residential Zone District) in Chaffee County. The majority of the properties to the north, south, and west remain in Chaffee County and are zoned RES with the exception of the properties south of County Road 120, which are zoned RUR (Rural). A portion of the properties to the east are within the city limits and are zoned High Density Residential (R-3).



Zone Districts	
■	C-1 Commercial District
■	C-2 Central Business District
■	I Industrial District
■	PD Planned Development
■	R-1 Single-Family Residential District
■	R-2 Medium Density Residential District
■	R-3 High Density Residential District
■	R-4 Manufactured Housing Residential District
■	RMU Residential Mixed Use District

PROCESS:

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

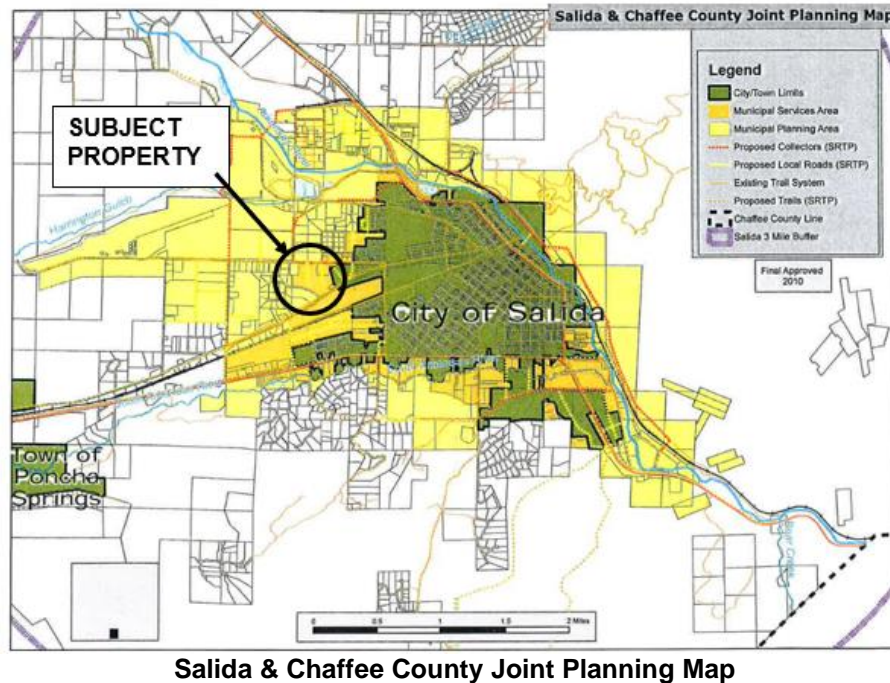
- A minimum of 1/6th (16.67%) of the perimeter of the proposed annexation must be contiguous with the City of Salida city limits.
- Staff reviews the petition for compliance with city and state statutes.
- City Council adopts a resolution stating the petition is valid and sets a public hearing date that is no less than 30 days and no greater than 60 days from the resolution date.
 - On July 2, 2024 City Council adopted Resolution 2024-39 finding the Annexation petition in compliance with city and state statutes and set the public hearing date for August 20, 2024.

- The City Council public hearing is advertised in the newspaper for four consecutive weeks.
 - Notice of such hearing was published on July 12, 2024, July 19, 2024, July 26, 2024, and August 2, 2024 in *The Mountain Mail* newspaper.
- Planning Commission holds a public hearing to review the annexation and recommend the zoning designation of the property.
 - A public hearing was held July 9, 2024.
- City Council holds a public hearing on the annexation petition.
- City Council reviews and acts on an annexation agreement.
- City Council holds a public hearing to review and act on the proposed zoning.

FINDINGS OF FACT:

As explained above, the annexation shall be considered by City Council as a required step prior to the zoning of the property. The following findings of facts are required for annexation:

1. The proposed annexation meets the required 1/6th contiguity with the municipal boundary of the City of Salida as shown on the annexation plat. This is a series annexation, with annexation plat A-1 preceding annexation plat A-2. As such, contiguity requirements are satisfied for both properties (C.R.S. 31-12-104).
2. All applicable owners of the property are party to the annexation.
3. The property to be annexed is within the Municipal Services Area (MSA) or potential MSA expansion area of the City of Salida, as defined in the city's and the county's comprehensive plans and the intergovernmental agreement (IGA) approved in 2010. According to the IGA, the MSA "encompasses properties which are eligible for annexation and extension of municipal utilities and infrastructure, within the parameters set forth in the Salida Municipal Code and Salida Comprehensive Plan, which may be amended from time to time." The portion of the property south of Meadowlark Drive is within the "potential expansion area" and the extension of city services would be dependent upon further analysis and future availability.
4. The annexation of the property is consistent with the vision and goals set forth in the Comprehensive Land Use Plan, specifically, to promote new development projects that contain a variety of housing, including affordable units. In addition, the proposal will provide for a logical extension of the City boundary to support the demand for residentially zoned land, which will provide for a variety of housing opportunities.
5. The property may be efficiently served by City fire and police departments.
6. The property is a natural extension of the City's municipal boundary and meets the legal requirements for annexation.



Salida & Chaffee County Joint Planning Map

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

Proposed Action	Planning Commission Recommendation	City Council First Reading	City Council Final Action
Findings of Fact Resolution 2024-51			8/20/2024
Annexation Ordinance 2024-13	7/9/2024	8/6/2024	8/20/2024
Annexation Agreement Resolution 2024-52			8/20/2024
Zoning Ordinance 2024-14	7/9/2024	8/6/2024	8/20/2024

Annexation Agreement: On August 20, 2024, staff will also propose an annexation agreement that will incorporate the inclusionary housing, park and open space dedication / fees In-lieu, and fair contributions to public school site requirements.

RESPONSE FROM REFERRAL DEPARTMENTS AND AGENCIES:

- Salida Fire Department: No concerns.
- Salida Police Department: No concerns.
- Salida Parks and Recreation Department: No concerns regarding the annexation. The 4.0-acre park site as shown on the Conceptual Plan is acceptable but may not be sufficient to address the needs of the entire property.
- Public Works Department and City Engineering Consultants: No concerns regarding the annexation.
 - The size of the stormwater detention basin on the proposed Concept Plan appears to be insufficient for the entire property. Appropriate calculations and sizing will need to be provided with any proposed development plan.

(Note: Draft concept / site plans do not have a bearing on the annexation and will be reviewed upon submittal of a development plan application.)

- Salida Finance Department: Upon development system development fees for water and wastewater will be required to be paid.
- Salida School District: We have no issue with this annexation. When development fees are applicable, we will take fees in lieu of land.
- Xcel Energy: No major concerns.
- Atmos Energy: No comment.
- Chaffee County Planning Department: The city should annex the appropriate portions of CR 120 and CR 140 (as included on the draft plats). A Traffic Impact Assessment should be completed with sufficient analysis to determine and address the potential impacts of any future development proposals.
- Chaffee County Building Department: No concerns at this time.

PLANNING COMMISSION RECOMMENDATION

A public hearing with the Planning Commission was held July 9, 2024. The Commission unanimously (7-0) recommended Council approve the proposed Salida Quality Farms, LLC / Meadowlark Drive Annexation with conditions recommended by staff. The Commission also requested that the developer work with adjacent property owners to create a buffer between the properties to act as a transition between the existing homes and new development. A meeting was held on Thursday, August 8, 2024 at the Chaffee County Fairgrounds for this purpose.

STAFF RECOMMENDATION

Staff recommends approval of the proposed annexation along with Council approval of an annexation agreement with, at a minimum, the following conditions:

1. All proposed development shall comply with the provisions of the Municipal Code.
2. A minimum of 4 acres of park and open space, generally consistent with the location and configuration adjacent to Angelview Subdivision as shown on the Concept Plan submitted with the annexation application, shall be dedicated prior to development of the parcel. Such dedication shall not preclude any requirements for additional park and open space dedication or fees-in-lieu associated with future development of the property.
3. A network of shared use paths located approximately as illustrated in the Concept Plans submitted with the annexation application, connecting CR 120, Meadowlark Drive, CR 140 and Angelview Subdivision, shall be constructed to meet city standards with the development of the public street network upon subdivision of the property.
4. Other conditions as stipulated in the Annexation Agreement shall apply.

MOTION

A City Councilmember should state, "I move to _____ Ordinance 2024-13 approving the annexation of approximately 48.98 acres of property known as the Salida Quality Farms, LLC / Meadowlark Drive Annexation," followed by a second and a roll call and vote.

Attachments: Ordinance 2024-13
Salida Quality Farms Annexation Petition and Annexation Plats
Minutes of July 9, 2024 Planning Commission meeting

**CITY OF SALIDA, COLORADO
ORDINANCE NO. 13
SERIES OF 2024**

AN ORDINANCE OF THE CITY OF SALIDA, COLORADO ANNEXING TO THE CITY OF SALIDA A CERTAIN TRACT OF LAND IN UNINCORPORATED CHAFFEE COUNTY KNOWN AS THE SALIDA QUALITY FARMS, LLC – MEADOWLARK DRIVE ANNEXATION

WHEREAS, on June 5, 2024, representatives of Salida Quality Farms, LLC, filed a General Development Application (the “Petition”) to commence proceedings to annex to the City of Salida (the “City”) a certain unincorporated tract of land described as Meadowlark Subdivision Exemption Plat Lots 1 and 2, located on Meadowlark Drive along with portions of County Road 120 and County Road 140, comprised of a total of 48.98 acres in the County of Chaffee, State of Colorado (the “Property”), and being more particularly described on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to C.R.S. §31-12-108, the City Council by Resolution No. 39, Series of 2024 specified that the City Council would hold a hearing on the proposed annexation at its regular meeting on August 20, 2024 commencing at the hour of 6 p.m. in the City Council Chambers, 448 East First Street, Salida, Colorado; and

WHEREAS, pursuant to C.R.S. §31-12-108 to -110, the City Council on August 20, 2024 held a duly-noticed public hearing to consider the proposed annexation; and

WHEREAS, notice of such hearing was published on July 12, 2024, July 19, 2024, July 26, 2024, and August 2, 2024 in *The Mountain Mail* newspaper; and

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

WHEREAS, the City hereby sets forth its Findings of Fact, Determinations, and Conclusions with regard to annexation to the City of the Salida Quality Farms, LLC – Meadowlark Drive Annexation; and

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

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

1. The City incorporates the foregoing recitals as findings and determinations by the City Council.
2. The City hereby approves the annexation of the Property described on Exhibit A, attached hereto with the following conditions of approval, and such real Property is hereby annexed to and made a part of the City of Salida.
 - 1) All proposed development shall comply with the provisions of the Municipal Code.
 - 2) A minimum of 4 acres of park and open space, generally consistent with the location and configuration adjacent to Angelview Subdivision as shown on the Concept Plan submitted with the annexation application, shall be dedicated prior to development of the parcel. Such dedication shall not preclude any requirements for additional park and open space dedication or fees-in-lieu associated with future development of the property.
 - 3) An internal shared-use path network and appropriate right-of-way dedications shall be required in association with any future development.
3. Within ten (10) days after final publication of this Ordinance, the City Clerk of the City of Salida, Colorado, on behalf of the City shall:
 - A. File one (1) copy of the Annexation Plat and the original of this Annexation Ordinance in the office of the City Clerk of the City of Salida, Colorado;
 - B. File for recording three (3) certified copies of this Annexation Ordinance and three (3) copies of the Annexation Plat, containing a legal description of the annexation parcel, with the County Clerk and Recorder of Chaffee County, Colorado, with directions to the Chaffee County Clerk and Recorder to file one certified copy of this Annexation Ordinance and one copy of the Annexation Map with the Division of Local Government of the Department of Local Affairs of the State of Colorado and one certified copy of this Annexation Ordinance and one copy of the Annexation Map with the Colorado Department of Revenue; and
 - C. File one certified copy of this Annexation Ordinance and one copy of the Annexation Map in the office of the County Assessor of Chaffee County, Colorado.

INTRODUCED ON FIRST READING, on the 6th day of August, 2024, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the City of Salida by the City Council on the 9th day of August, 2024, and set for second reading and public hearing on the 20th day of August, 2024.

INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED PUBLISHED BY TITLE ONLY, by the City Council on the 20th day of August, 2024.

CITY OF SALIDA, COLORADO

Mayor

[SEAL]

ATTEST:

City Clerk/Deputy Clerk

PUBLISHED IN FULL in the Mountain Mail after First Reading on the 9th day of August, 2024, and BY TITLE ONLY, after final adoption on the 23rd day of August, 2024.

City Clerk/Deputy City Clerk

EXHIBIT A

ANNEXATION PARCEL A – 1

ANNEXATION PARCEL A - 2

**LEGAL DESCRIPTION
OF
A TRACT OF LAND**

A - 1

ALL THAT TRACT OF LAND LOCATED IN THE NORTH HALF (N 1/2) OF SECTION 6, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT, MARKED BY A 1 1/2" ALUMINUM CAP STAMPED LS 16117, FROM WHENCE THE REFERENCE MONUMENT TO THE NORTH QUARTER CORNER OF SAID SECTION 6 BEARS NORTH 71°50'25" EAST, A DISTANCE OF 1067.19 FEET, SAID REFERENCE MONUMENT LIES 14.82 FEET DUE NORTH OF THE QUARTER CORNER AND IS MARKED BY A 2 1/2" ALUMINUM CAP WITNESS CORNER STAMPED LS 16117;
THENCE SOUTH 01°27'06" WEST, A DISTANCE OF 228.98 FEET;
THENCE NORTH 88°37'33" WEST, A DISTANCE OF 499.49 FEET;
THENCE SOUTH 09°16'37" EAST, A DISTANCE OF 993.48 FEET TO THE NORTHERLY RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO.120;
THENCE SOUTH 35°52'34" EAST, A DISTANCE OF 78.90 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SAID CHAFFEE COUNTY ROAD NO.120;
THENCE NORTH 54°11'52" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 769.79 FEET;
THENCE NORTH 35°52'31" WEST, A DISTANCE OF 86.72 FEET TO SAID NORTHERLY RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO.120;
THENCE SOUTH 54°14'56" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 379.80 FEET;
THENCE NORTH 35°43'57" WEST, A DISTANCE OF 175.58 FEET;
THENCE NORTH 54°19'23" EAST, A DISTANCE OF 379.80 FEET;
THENCE NORTH 16°04'31" WEST, A DISTANCE OF 622.98 FEET TO THE POINT OF BEGINNING.
CONTAINING 10.99 ACRES, MORE OR LESS.

 **LANDMARK**
SURVEYING & MAPPING
SYDNEY A. SCHIEREN, PLS 37937
PO BOX 668
SALIDA, COLORADO 81201

**LEGAL DESCRIPTION
OF
A TRACT OF LAND**

A-2

ALL THAT TRACT OF LAND LOCATED IN THE NORTH HALF (N 1/2) OF SECTION 6, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT, MARKED BY A 1 1/2" ALUMINUM CAP STAMPED LS 16117, FROM WHENCE THE REFERENCE MONUMENT TO THE NORTH QUARTER CORNER OF SAID SECTION 6 BEARS NORTH 71°50'25" EAST, A DISTANCE OF 1,067.19 FEET, SAID REFERENCE MONUMENT LIES 14.82 FEET DUE NORTH OF THE QUARTER CORNER AND IS MARKED BY A 2 1/2" ALUMINUM CAP WITNESS CORNER STAMPED LS 16117;
THENCE SOUTH 01°27'06" WEST, A DISTANCE OF 228.98 FEET;
THENCE NORTH 88°37'33" WEST, A DISTANCE OF 499.49 FEET TO A #5 REBAR WITH STEEL TAG STAMPED LS 6753 AND THE TRUE POINT OF BEGINNING;
THENCE NORTH 01°14'55" EAST, A DISTANCE OF 505.90 FEET TO THE SOUTH RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 140;
THENCE SOUTH 88°30'09" EAST ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 246.18 FEET;
THENCE NORTH 01°00'32" EAST, A DISTANCE OF 81.14 FEET TO THE NORTH RIGHT-OF-WAY OF SAID CHAFFEE COUNTY ROAD 140;
THENCE NORTH 88°30'31" WEST, A DISTANCE OF 60.01 FEET;
THENCE NORTH 88°36'35" WEST, A DISTANCE OF 948.80 FEET, THIS AND THE PRECEDING COURSE ARE ALONG SAID NORTH RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 140;
THENCE SOUTH 01°23'25" WEST, A DISTANCE OF 83.07 FEET TO SAID SOUTH RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 140 AND THE NORTHWEST CORNER OF LOT 1, MEADOWLARK SUBDIVISION EXEMPTION;
THENCE SOUTH 01°28'16" WEST, A DISTANCE OF 529.30 FEET;
THENCE NORTH 88°38'51" WEST, A DISTANCE OF 238.72 FEET;
THENCE SOUTH 01°25'56" WEST, A DISTANCE OF 479.52 FEET;
THENCE SOUTH 01°12'14" WEST, A DISTANCE OF 59.87 FEET;
THENCE SOUTH 01°24'14" WEST, A DISTANCE OF 399.57 FEET TO THE SOUTHWEST CORNER OF LOT 2, MEADOWLARK SUBDIVISION EXEMPTION;
THENCE SOUTH 89°41'44" EAST, A DISTANCE OF 250.09 FEET TO A POINT OF CURVATURE;
THENCE SOUTHEASTERLY A DISTANCE OF 682.76 FEET ALONG A CURVE DEFLECTING TO THE RIGHT AND HAVING A RADIUS OF 679.60 FEET, A DELTA ANGLE OF 57°33'44", A CHORD BEARING OF SOUTH 60°54'52" EAST AND A CHORD LENGTH OF 654.41 FEET TO THE NORTHERLY RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 120;
THENCE SOUTH 30°30'00" EAST, A DISTANCE OF 58.27 FEET TO THE SOUTH RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 120;
THENCE NORTH 59°30'00" EAST, A DISTANCE OF 89.65 FEET;
THENCE NORTH 54°11'52" EAST, A DISTANCE OF 375.89 FEET, THIS AND THE PRECEDING COURSE ARE ALONG SAID SOUTH RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 120;
THENCE NORTH 35°52'34" WEST, A DISTANCE OF 78.90 FEET TO THE NORTH RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 120;
THENCE NORTH 09°16'37" WEST, A DISTANCE OF 993.48 FEET TO THE POINT OF BEGINNING.
CONTAINING 37.99 ACRES, MORE OR LESS.

PREPARED BY:



To: Salida City Council

June 5, 2024

From: Salida Quality Farms LLC owner James Treat and Places to Age Board of Directors

Attached is the annexation application for 43 acres titled as Salida Quality Farms LLC on Meadowlark Drive currently in unincorporated Chaffee County. The annexation area also includes approximately 6 acres of adjacent public right of way, for a total annexation area of 49 acres. This is prime property to add to the City of Salida as it conforms to the county future land use map. It is also within the current Municipal Service Area. As indicated on the attached plat 4 acres on the east side of the property will be donated to the City for park land. This is adjacent to the 3/4 acre designated as park by the neighboring property AngelView Apartments LLC to help meet the goal of the Salida Parks and Recreation department for a large park for multi use in the area. As well as the walkways shown on the plat additional pathways and trails will be designated in future development plans to support a residential mixed use pedestrian friendly community.

Annexation application package includes:

1. Letter of Intent
2. General Development application and title/warranty deed
3. Annexation Petition (8 pages) & Petition for Exclusion from SAFPD(declined)
4. Annexation Map including Site Survey and Conceptual Plan
5. Major Impact Submittal Requirements (6 pages)
6. Public Notices including list of adjoining property owners and stamped addressed envelopes to same.
7. Special fee and Cost Reimbursement Agreement (4 pages) (to be provided by the city and given to Mr. Treat for notarized signature)

After annexation the owner has committed to donate 10 acres to Places to Age, a non profit organization bringing Assisted Living and Memory Care facilities to the county. Such age appropriate housing with a wide array of medical services is not currently available necessitating those in need to move away from a place they have called home when they would prefer to remain and contribute to the community. Four acres of land indicated on the concept plat are noted to be dedicated to city park land. Two of these acres are from the 10 acres of donated land gifted to Places to Age and two acres are from the land owner.

In alignment with the character of the community of Salida, Places to Age is planning to build several group homes housing 12 to 15 residents each rather than a large institutional style building. This type of resident oriented Assisted Living/Memory Care facility is becoming the norm in our country as it offers a better quality of life for both residents and staff. It is a plus that the property is close to the Heart of the Rockies Regional Medical Center to permit potential shared medical services and staff. The Assisted Living/Memory Care facilities will bring approximately 40 new job opportunities and Places to Age is collaborating with Colorado Mountain College to offer related training programs to enhance career growth opportunities. Places to Age is working with both the Chaffee Housing Authority and Chaffee Housing Trust to plan for affordable housing options that can support the staff for the facilities as well as the greater community.

The remaining 31 acres of the property will be open for development with an emphasis on quality and affordable housing for older adults. This complements both the Comprehensive Plan and the Recreation Master Plan of the City of Salida.

Rezoning as R-3 is requested which supports the Comprehensive Plan's goal of building to allow for economies of scale with infrastructure use. The property is designated as mixed use residential in the future county land use plan.

We encourage the Salida City Council and Salida Planning Commission to approve this annexation. In addition to providing much needed land for housing this will make possible the retention of older adults who need extended services and enhance the reality of the City of Salida being a community for all ages.

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

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

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

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

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

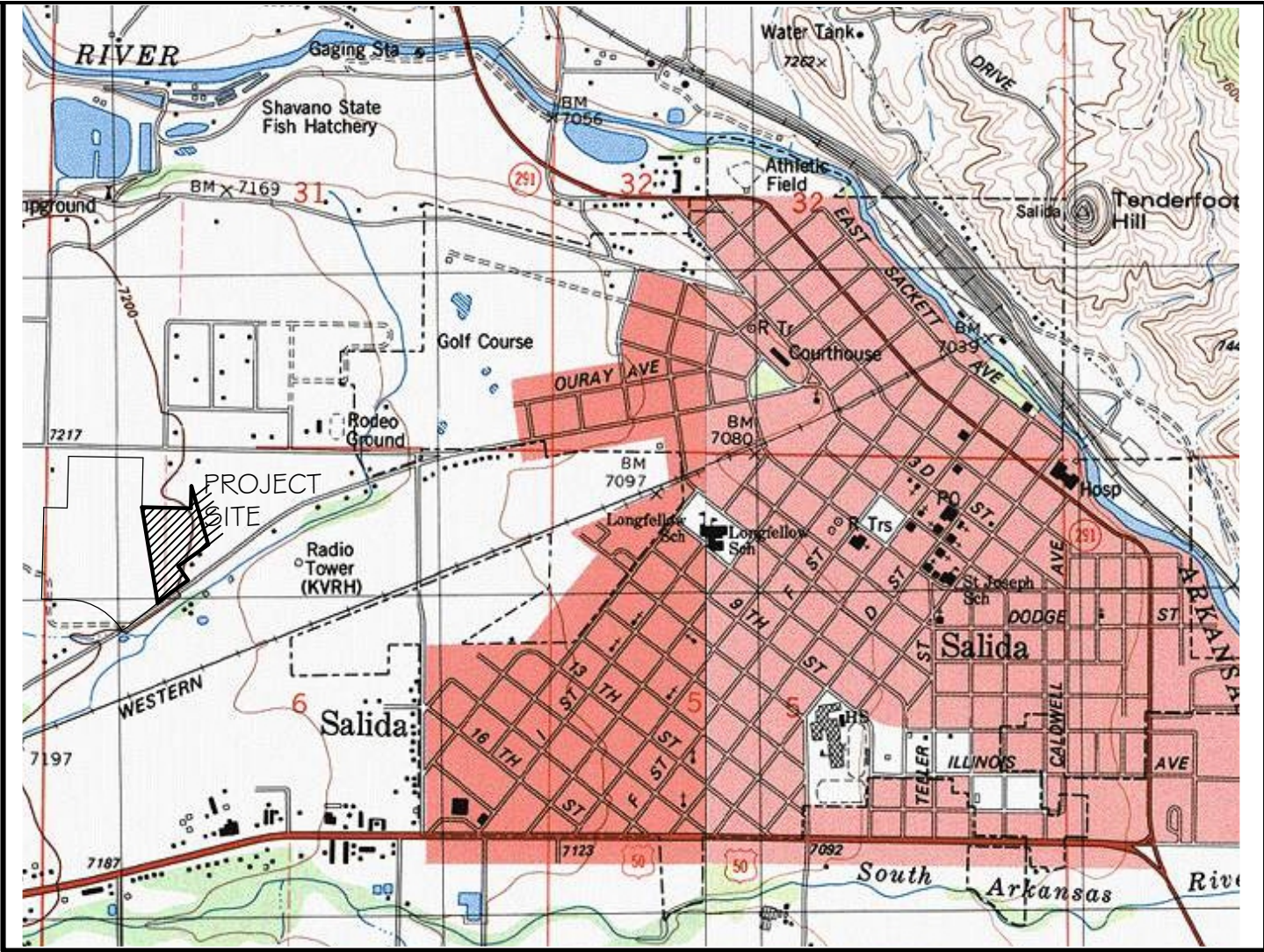
ANNEXATION PETITION

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

Signature of Petitioners Requesting Annexation to the City of Salida, Colorado	Date of Signature of Each Petitioner	Mailing Address of each Petitioner	Description of Property Included the Area Proposed for Annexation Owned by Each person Signing this Petition. (Attach separate sheet, if neces
 signed by James L. Treat		225 G Street, Salida, CO 81201	
			Salida Quality Farms LLC Lots 1&2
			Meadowlark subdivision Exemption Plat
			348581 SUB 272 REC 404372 includes 380

SALIDA QUALITY FARMS, LLC/MEADOWLARK DRIVE ANNEXATION-1

A PORTION OF LOT 1, MEADOWLARK SUBDIVISION EXEMPTION AND A PORTION OF COUNTY ROAD 120, LOCATED WITHIN THE NORTH HALF OF SECTION 6, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO



VICINITY MAP
NOT TO SCALE

CITY CLERK’S CERTIFICATE

I HEREBY CERTIFY THAT THIS ANNEXATION MAP ALONG WITH THE ORIGINAL ANNEXATION ORDINANCE FOR THE SALIDA QUALITY FARMS, LLC/MEADOWLARK DRIVE ANNEXATION-1 WERE ACCEPTED FOR FILING IN MY OFFICE ON THIS ____ DAY OF _____, 2024, AND IS DULY RECORDED.

CITY CLERK

CLERK AND RECORDER’S CERTIFICATE

I HEREBY CERTIFY THAT A CERTIFIED COPY OF THIS ANNEXATION MAP ALONG WITH A CERTIFIED COPY OF THE ANNEXATION ORDINANCE FOR THE SALIDA QUALITY FARMS, LLC/MEADOWLARK DRIVE ANNEXATION-1 WERE ACCEPTED FOR FILING IN MY OFFICE AT _____,M. ON THIS ____ DAY OF _____, 2024 UNDER RECEPTION NUMBER _____.

CHAFFEE COUNTY CLERK AND RECORDER

CITY COUNCIL APPROVAL

WHEREAS, THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO HAS BEEN PRESENTED WITH AN APPLICATION TO ANNEX TERRITORY AS DESCRIBED HEREIN BY SALIDA QUALITY FARMS, LLC, AS OWNER OF 100 PERCENT OF THE AREA TO BE ANNEXED, EXCEPT PUBLIC ROADWAYS; AND WHEREAS, THE CITY COUNCIL BY RESOLUTION ADOPTED ON _____, 2024, DETERMINED THAT THE ANNEXATION APPLICATION SUBSTANTIALLY COMPLIES WITH THE REQUIREMENT OF SECTION 31-12-107(1), WHEREAS, AFTER NOTICE AND PUBLIC HEARING ON _____, 2024, AS REQUIRED BY SECTION 31-12-108, C.R.S., THE CITY COUNCIL ADOPTED RESOLUTION NO. _____ (SERIES 2024), DETERMINING THAT THE ANNEXATION ELECTION WAS NOT REQUIRED; AND WHEREAS, ON _____, 2024 THE CITY COUNCIL ADOPTED ORDINANCE NO. _____ (SERIES 2024) APPROVING AND ANNEXING SALIDA QUALITY FARMS, LLC ANNEXATION-1, NOW, THEREFORE, THE CITY COUNCIL OF SALIDA, COLORADO DOES HEREBY APPROVE AND ACCEPT THE 'SALIDA QUALITY FARMS, LLC/MEADOWLARK DRIVE ANNEXATION-1' AS DESCRIBED HEREIN, TO WIT:

ALL THAT TRACT OF LAND LOCATED IN THE NORTH HALF (N 1/2) OF SECTION 6, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT, MARKED BY A 1 1/2" ALUMINUM CAP STAMPED LS 16117, FROM WHENCE THE REFERENCE MONUMENT TO THE NORTH QUARTER CORNER OF SAID SECTION 6 BEARS NORTH 71°50'25" EAST, A DISTANCE OF 1067.19 FEET, SAID REFERENCE MONUMENT LIES 14.82 FEET DUE NORTH OF THE QUARTER CORNER AND IS MARKED BY A 2 1/2" ALUMINUM CAP WITNESS CORNER STAMPED LS 16117;
THENCE SOUTH 01°27'06" WEST, A DISTANCE OF 228.98 FEET;
THENCE NORTH 88°37'33" WEST, A DISTANCE OF 499.49 FEET;
THENCE SOUTH 09°16'37" EAST, A DISTANCE OF 993.48 FEET TO THE NORTHERLY RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO. 120;
THENCE SOUTH 35°52'34" EAST, A DISTANCE OF 78.90 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SAID CHAFFEE COUNTY ROAD NO. 120;
THENCE NORTH 54°11'52" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 769.79 FEET;
THENCE NORTH 35°52'31" WEST, A DISTANCE OF 86.72 FEET TO SAID NORTHERLY RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO. 120;
THENCE SOUTH 54°14'56" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 379.80 FEET;
THENCE NORTH 35°43'57" WEST, A DISTANCE OF 175.58 FEET;
THENCE NORTH 54°19'23" EAST, A DISTANCE OF 379.80 FEET;
THENCE NORTH 16°04'31" WEST, A DISTANCE OF 622.98 FEET TO THE POINT OF BEGINNING, CONTAINING 10.99 ACRES, MORE OR LESS.

SIGNED THIS ____ DAY OF _____, 2024.

CITY OF SALIDA

BY: _____
MAYOR

GENERAL NOTES

- 1) BASIS OF BEARING FOR THIS SURVEY IS GRID NORTH FROM COLORADO STATE PLANE COORDINATE SYSTEM CENTRAL ZONE, BASED ON G.P.S. OBSERVATIONS ALONG THE WEST BOUNDARY OF LOT 1, MEADOWLARK SUBDIVISION EXEMPTION, BETWEEN 2 ALUMINUM CAPS AS SHOWN HEREON, HAVING A BEARING OF NORTH 16°04'31" WEST.
- 2) TOTAL AREA TO BE ANNEXED = 10.99 ACRES
- 3) THIS ANNEXATION SUBJECT TO THE TERMS & CONDITIONS AS SET FORTH IN THE ANNEXATION AGREEMENT RECORDED AT RECEPTION NO. _____

CERTIFICATION OF TITLE

I _____, A LICENSED TITLE INSURANCE AGENT IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE PROPERTY HEREBY DEDICATED AND AS SHOWN AND DESCRIBED ON THIS PLAT AND FOUND TITLE VESTED IN SALIDA QUALITY FARMS, LLC, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES EXCEPT AS LISTED BELOW:

DATED THIS ____ DAY OF _____, 2024.

TITLE AGENT

CERTIFICATE OF DEDICATION AND OWNERSHIP

THIS IS TO CERTIFY THAT SALIDA QUALITY FARMS, LLC IS THE OWNER OF 100% OF THE LAND DESCRIBED AND SET FORTH HEREIN EXCEPT PUBLIC ROADWAYS, AND THAT SUCH OWNER DESIRES AND APPROVES THE ANNEXATION OF THE TERRITORY DESCRIBED HEREIN TO THE CITY OF SALIDA, COLORADO.

EXECUTED THIS ____ DAY OF _____, 2024.

OWNERS:

JAMES TREAT (MANAGING MEMBER SALIDA QUALITY FARMS, LLC)

COUNTY OF CHAFFEE)
DATE: MAY 6, 2024) ss.
STATE OF COLORADO)

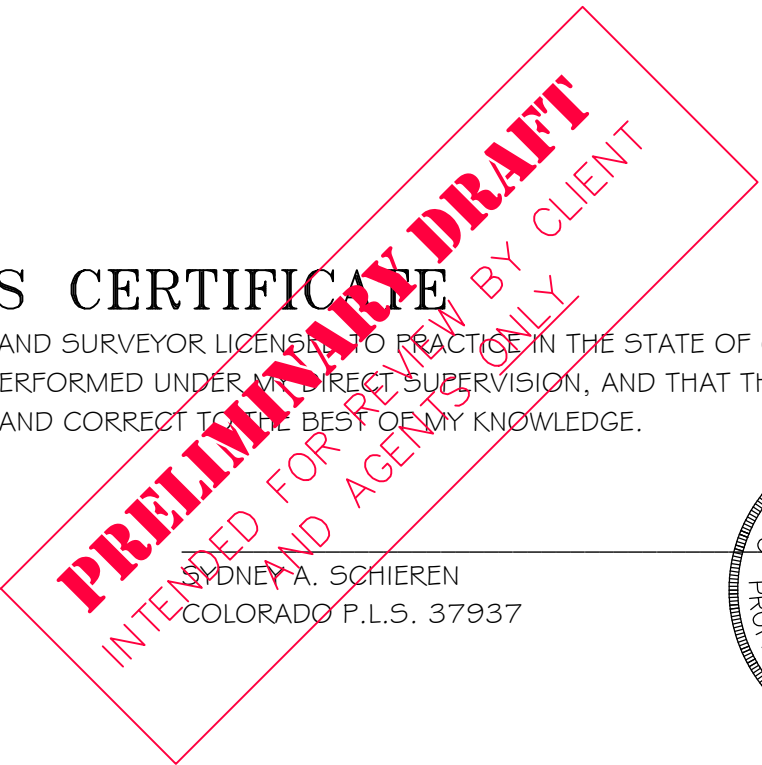
THE FORGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____ 2024, BY JAMES L. TREAT AS SALIDA QUALITY FARMS, LLC MANAGING MEMBER. WITNESS MY HAND AND SEAL.

MY COMMISSION EXPIRES _____.

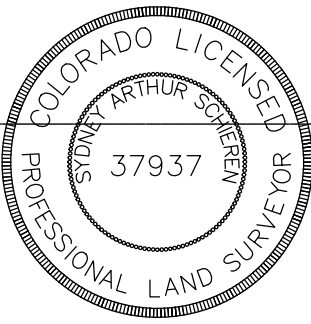
NOTARY PUBLIC

LAND SURVEYOR’S CERTIFICATE

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



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



REVISED:
DATE: MAY 6, 2024
DATE: MAY 9, 2024
DATE: JUNE 14, 2024

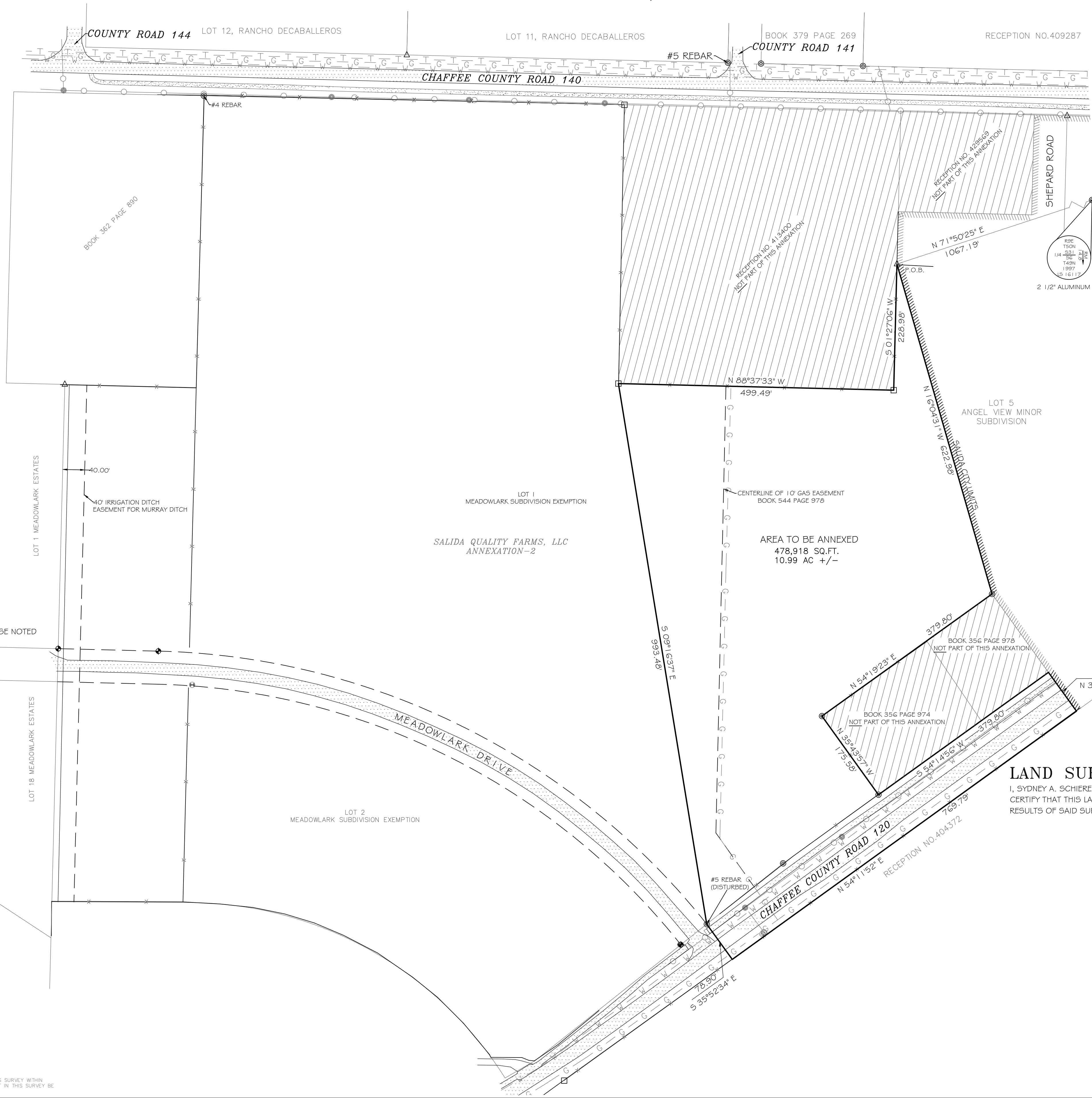
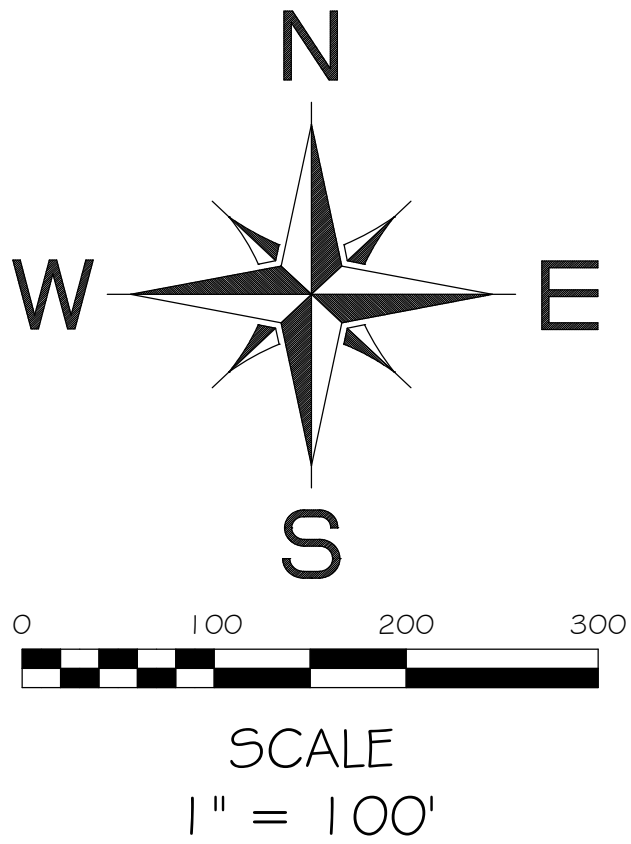
JOB # 1844
DATE: SEPTEMBER 20, 2023
SHEET 1 OF 2

**SALIDA QUALITY FARMS, LLC
MEADOWLARK DRIVE
ANNEXATION-1**
A PORTION OF LOT 1, MEADOWLARK
SUBDIVISION EXEMPTION AND A PORTION
OF COUNTY ROAD 120,
LOCATED WITHIN THE NORTH HALF OF
SECTION 6, TOWNSHIP 49 NORTH, RANGE 9
EAST OF THE NEW MEXICO PRINCIPAL
MERIDIAN,
CHAFFEE COUNTY, COLORADO

**LANDMARK
SURVEYING & MAPPING**
P.O. BOX 668 SALIDA, CO 81201
PH 719.539.4021 FAX 719.539.4031

SALIDA QUALITY FARMS, LLC/MEADOWLARK DRIVE ANNEXATION-1

A PORTION OF LOT 1, MEADOWLARK SUBDIVISION EXEMPTION AND A PORTION OF COUNTY ROAD 120,
LOCATED WITHIN THE NORTH HALF OF SECTION 6, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE
NEW MEXICO PRINCIPAL MERIDIAN,
CHAFFEE COUNTY, COLORADO



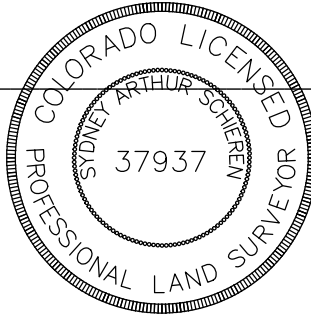
LEGEND

- FOUND 1" ALUMINUM CAP, LS 1776, UNLESS OTHERWISE NOTED
- FOUND #5 REBAR WITH STEEL TAG, LS 6753
- △ FOUND 1 1/2" ALUMINUM CAP, LS 16117
- ◆ FOUND 1 1/2" ALUMINUM CAP, LS 23904
- ⊙ WATER VALVE
- ⊙ WATER METER
- ⊙ POWER POLE
- ⊙ SEWER MAN HOLE
- ⊙ TELEPHONE PEDESTAL
- X — FENCE
- O — OVERHEAD UTILITY
- W — UNDERGROUND WATER LINE
- G — UNDERGROUND GAS LINE
- T — OVERHEAD TELEPHONE LINE

LAND SURVEYOR'S CERTIFICATE

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

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



REVISED:
DATE: MAY 6, 2024
DATE: MAY 9, 2024
DATE: JUNE 14, 2024
JOB # 23108
DATE: SEPTEMBER 20, 2023
SHEET 2 OF 2

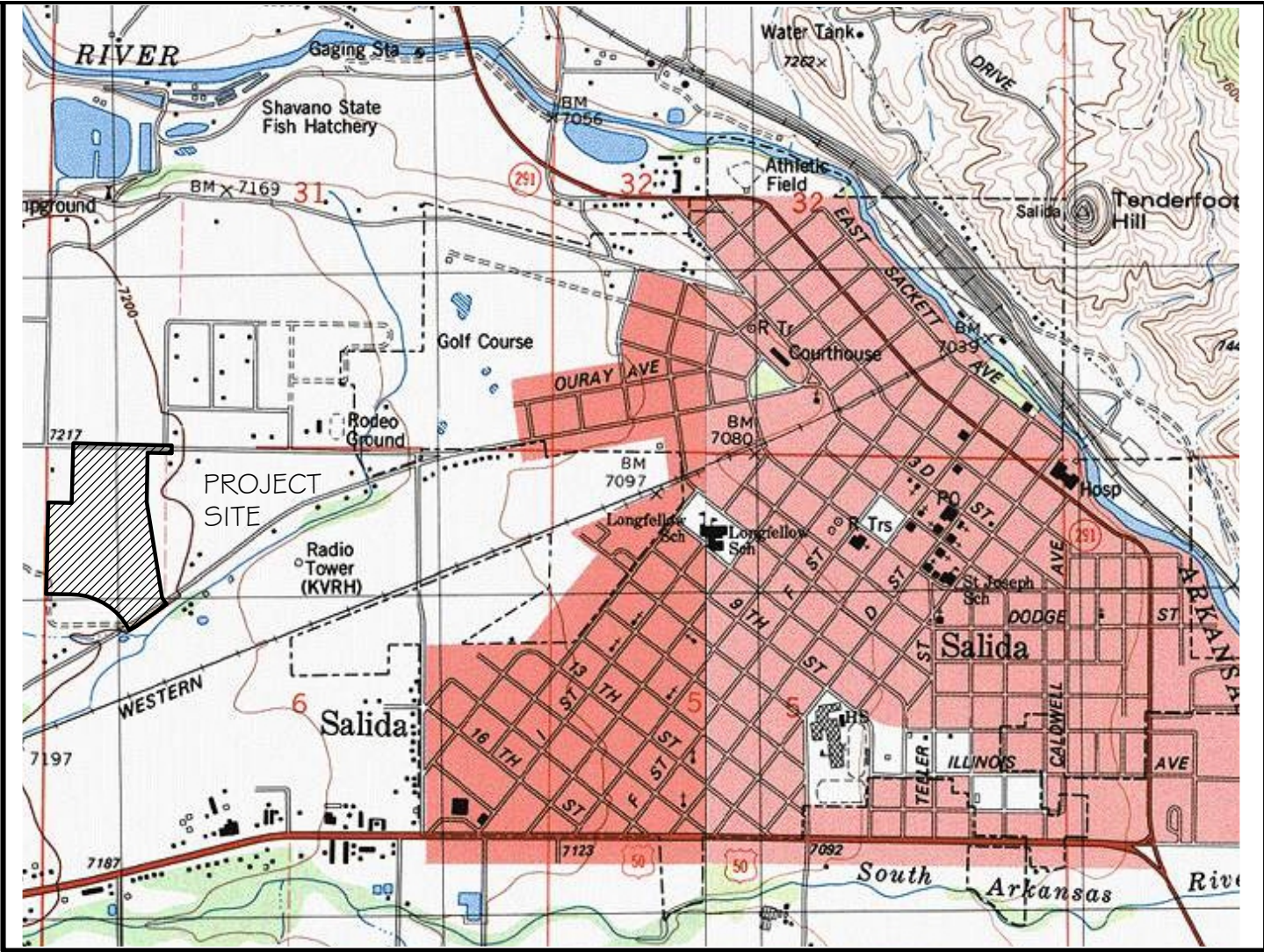
SALIDA QUALITY FARMS, LLC
MEADOWLARK DRIVE
ANNEXATION-1
A PORTION OF LOT 1, MEADOWLARK
SUBDIVISION EXEMPTION AND A PORTION
OF COUNTY ROAD 120,
LOCATED WITHIN THE NORTH HALF OF
SECTION 6, TOWNSHIP 49 NORTH, RANGE 9
EAST OF THE NEW MEXICO PRINCIPAL
MERIDIAN
CHAFFEE COUNTY, COLORADO

LANDMARK
SURVEYING & MAPPING
P.O. BOX 668 SALIDA, CO 81201
PH 719.539.4021 FAX 719.539.4031

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

SALIDA QUALITY FARMS, LLC/MEADOWLARK DRIVE ANNEXATION-2

A PORTION OF LOT 1 AND LOT 2, MEADOWLARK SUBDIVISION EXEMPTION AND PORTIONS OF COUNTY ROADS 120 AND 140, LOCATED WITHIN THE NORTH HALF OF SECTION 6, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO



VICINITY MAP
NOT TO SCALE

CITY CLERK’S CERTIFICATE

I HEREBY CERTIFY THAT THIS ANNEXATION MAP ALONG WITH THE ORIGINAL ANNEXATION ORDINANCE FOR THE SALIDA QUALITY FARMS, LLC/MEADOWLARK DRIVE ANNEXATION-2 WERE ACCEPTED FOR FILING IN MY OFFICE ON THIS ____ DAY OF _____, 2024, AND IS DULY RECORDED.

CITY CLERK

CLERK AND RECORDER’S CERTIFICATE

I HEREBY CERTIFY THAT A CERTIFIED COPY OF THIS ANNEXATION MAP ALONG WITH A CERTIFIED COPY OF THE ANNEXATION ORDINANCE FOR THE SALIDA QUALITY FARMS, LLC/MEADOWLARK DRIVE ANNEXATION-2 WERE ACCEPTED FOR FILING IN MY OFFICE AT _____M. ON THIS ____ DAY OF _____, 2024 UNDER RECEPTION NUMBER _____.

CHAFFEE COUNTY CLERK AND RECORDER

CITY COUNCIL APPROVAL

WHEREAS, THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO HAS BEEN PRESENTED WITH AN APPLICATION TO ANNEX TERRITORY AS DESCRIBED HEREIN BY SALIDA QUALITY FARMS, LLC, AS OWNER OF 100 PERCENT OF THE AREA TO BE ANNEXED, EXCEPTING ROADWAYS; AND WHEREAS, THE CITY COUNCIL BY RESOLUTION ADOPTED ON _____, 2024, DETERMINED THAT THE ANNEXATION APPLICATION SUBSTANTIALLY COMPLIES WITH THE REQUIREMENT OF SECTION 31-12-107(1), AND WHEREAS, AFTER NOTICE AND PUBLIC HEARING ON _____, 2024, AS REQUIRED BY SECTION 31-12-108, C.R.S., THE CITY COUNCIL ADOPTED RESOLUTION NO. _____ (SERIES 2024), DETERMINING THAT THE ANNEXATION ELECTION WAS NOT REQUIRED; AND WHEREAS, ON _____, 2024 THE CITY COUNCIL ADOPTED ORDINANCE NO. _____ (SERIES 2024) APPROVING AND ANNEXING SALIDA QUALITY FARMS, LLC ANNEXATION-2'. NOW, THEREFORE, THE CITY COUNCIL OF SALIDA, COLORADO DOES HEREBY APPROVE AND ACCEPT THE 'SALIDA QUALITY FARMS, LLC/MEADOWLARK DRIVE ANNEXATION-2' AS DESCRIBED HEREIN, TO WIT:

ALL THAT TRACT OF LAND LOCATED IN THE NORTH HALF (N 1/2) OF SECTION 6, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT, MARKED BY A 1 1/2" ALUMINUM CAP STAMPED LS 16117, FROM WHENCE THE REFERENCE MONUMENT TO THE NORTH QUARTER CORNER OF SAID SECTION 6 BEARS NORTH 71°50'25" EAST, A DISTANCE OF 1,067.19 FEET, SAID REFERENCE MONUMENT LIES 14.82 FEET DUE NORTH OF THE QUARTER CORNER AND IS MARKED BY A 2 1/2" ALUMINUM CAP WITNESS CORNER STAMPED LS 16117;
THENCE SOUTH 01°27'06" WEST, A DISTANCE OF 228.98 FEET;
THENCE NORTH 88°37'33" WEST, A DISTANCE OF 499.49 FEET TO A #5 REBAR WITH STEEL TAG STAMPED LS 6753 AND THE TRUE POINT OF BEGINNING;
THENCE NORTH 01°14'55" EAST, A DISTANCE OF 505.90 FEET TO THE SOUTH RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 140;
THENCE SOUTH 88°30'09" EAST ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 246.18 FEET;
THENCE NORTH 01°00'32" EAST, A DISTANCE OF 81.14 FEET TO THE NORTH RIGHT-OF-WAY OF SAID CHAFFEE COUNTY ROAD 140;
THENCE NORTH 88°30'31" WEST, A DISTANCE OF 60.01 FEET;
THENCE NORTH 88°36'35" WEST, A DISTANCE OF 948.80 FEET, THIS AND THE PRECEDING COURSE ARE ALONG SAID NORTH RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 140;
THENCE SOUTH 01°23'25" WEST, A DISTANCE OF 83.07 FEET TO SAID SOUTH RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 140 AND THE NORTHWEST CORNER OF LOT 1, MEADOWLARK SUBDIVISION EXEMPTION;
THENCE SOUTH 01°28'16" WEST, A DISTANCE OF 529.30 FEET;
THENCE NORTH 88°38'51" WEST, A DISTANCE OF 238.72 FEET;
THENCE SOUTH 01°25'56" WEST, A DISTANCE OF 479.52 FEET;
THENCE SOUTH 01°12'14" WEST, A DISTANCE OF 59.87 FEET;
THENCE SOUTH 01°24'14" WEST, A DISTANCE OF 399.57 FEET TO THE SOUTHWEST CORNER OF LOT 2, MEADOWLARK SUBDIVISION EXEMPTION;
THENCE SOUTH 89°41'44" EAST, A DISTANCE OF 250.09 FEET TO A POINT OF CURVATURE;
THENCE SOUTHEASTERLY A DISTANCE OF 682.76 FEET ALONG A CURVE DEFLECTING TO THE RIGHT AND HAVING A RADIUS OF 679.60 FEET, A DELTA ANGLE OF 57°33'44", A CHORD BEARING OF SOUTH 60°54'52" EAST AND A CHORD LENGTH OF 654.41 FEET TO THE NORTHERLY RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 120;
THENCE SOUTH 30°30'00" EAST, A DISTANCE OF 58.27 FEET TO THE SOUTH RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 120;
THENCE NORTH 59°30'00" EAST, A DISTANCE OF 89.65 FEET;
THENCE NORTH 54°11'52" EAST, A DISTANCE OF 375.89 FEET, THIS AND THE PRECEDING COURSE ARE ALONG SAID SOUTH RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 120;
THENCE NORTH 35°52'34" WEST, A DISTANCE OF 78.90 FEET TO THE NORTH RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 120;
THENCE NORTH 09°16'37" WEST, A DISTANCE OF 993.48 FEET TO THE POINT OF BEGINNING, CONTAINING 37.99 ACRES, MORE OR LESS.

SIGNED THIS ____ DAY OF _____, 2024.

CITY OF SALIDA

BY: _____
MAYOR

GENERAL NOTES

- 1) BASIS OF BEARING FOR THIS SURVEY IS GRID NORTH FROM COLORADO STATE PLANE COORDINATE SYSTEM CENTRAL ZONE, BASED ON G.P.S. OBSERVATIONS ALONG THE WEST BOUNDARY LOT 1, MEADOWLARK SUBDIVISION EXEMPTION, BETWEEN 2 ALUMINUM CAPS AS SHOWN HEREON, HAVING A BEARING OF NORTH 16°04'31" WEST.
- 2) TOTAL AREA TO BE ANNEXED= 25.64 ACRES
- 3) THIS ANNEXATION SUBJECT TO THE TERMS & CONDITIONS AS SET FORTH IN THE ANNEXATION AGREEMENT RECORDED AT RECEPTION NO. _____

CERTIFICATION OF TITLE

I _____, A LICENSED TITLE INSURANCE AGENT IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE PROPERTY HEREBY DEDICATED AND AS SHOWN AND DESCRIBED ON THIS PLAT AND FOUND TITLE VESTED IN SALIDA QUALITY FARMS, LLC, EXCEPTING ROADWAYS, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES EXCEPT AS LISTED BELOW:

DATED THIS ____ DAY OF _____, 2024.

TITLE AGENT

CERTIFICATE OF DEDICATION AND OWNERSHIP

THIS IS TO CERTIFY THAT SALIDA QUALITY FARMS, LLC IS THE OWNER OF 100% OF THE LAND DESCRIBED AND SET FORTH HEREIN, EXCEPTING ROADWAYS, AND THAT SUCH OWNER DESIRES AND APPROVES THE ANNEXATION OF THE TERRITORY DESCRIBED HEREIN TO THE CITY OF SALIDA, COLORADO.

EXECUTED THIS ____ DAY OF _____, 2024.

OWNERS:

JAMES TREAT (MANAGING MEMBER SALIDA QUALITY FARMS, LLC)

COUNTY OF CHAFFEE)
STATE OF COLORADO) ss.

THE FORGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____ 2024, BY JAMES L. TREAT AS SALIDA QUALITY FARMS, LLC MANAGING MEMBER. WITNESS MY HAND AND SEAL.

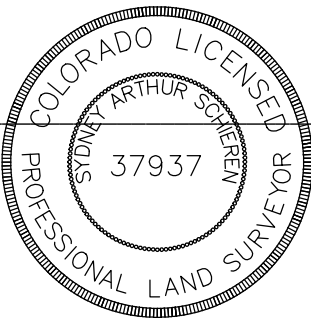
MY COMMISSION EXPIRES _____.

NOTARY PUBLIC

LAND SURVEYOR’S CERTIFICATE

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

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



REVISED:
DATE: MAY 6, 2024
DATE: MAY 9, 2024
DATE: JUNE 14, 2024

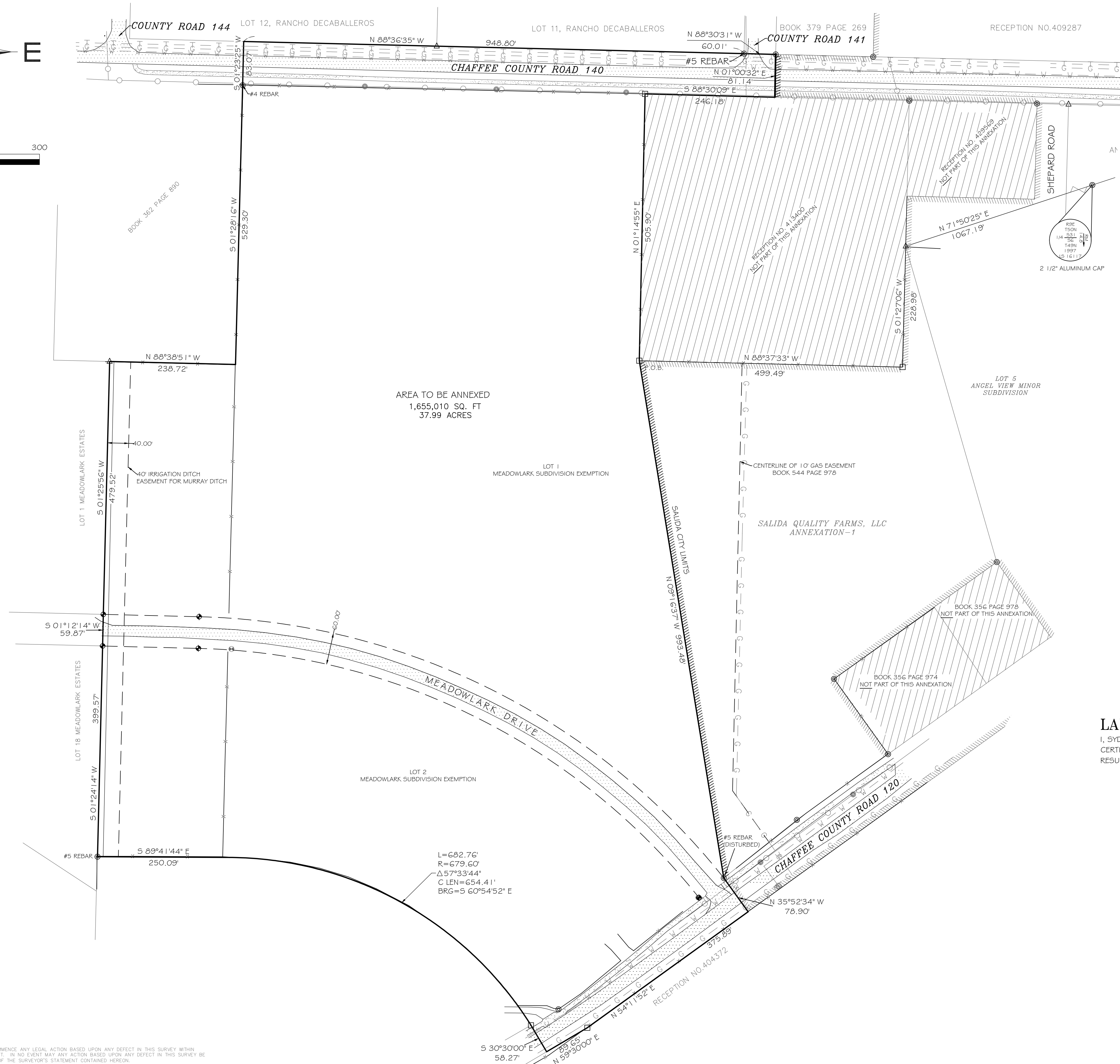
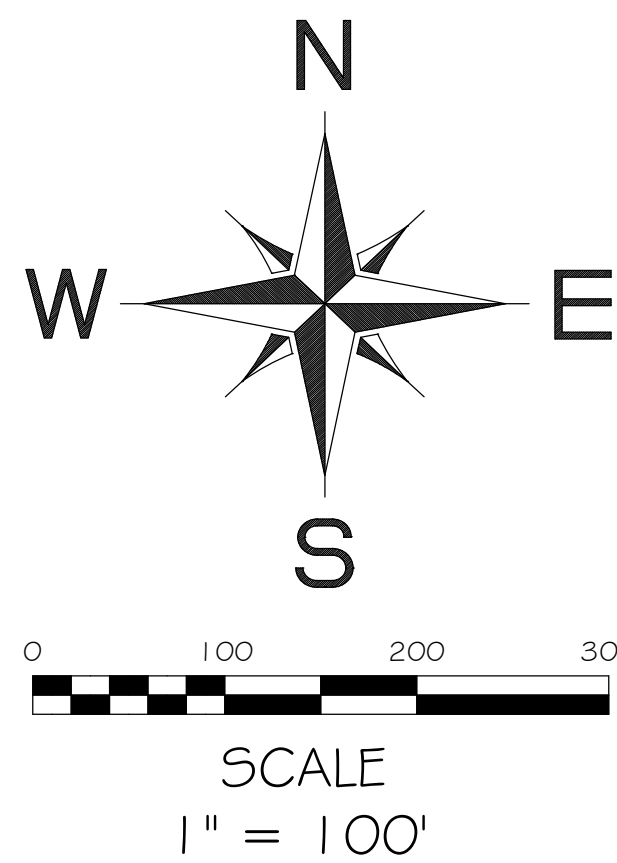
JOB # 1844
DATE: SEPTEMBER 20, 2023
SHEET 1 OF 2

**SALIDA QUALITY FARMS, LLC
MEADOWLARK DRIVE
ANNEXATION-2**
A PORTION OF LOT 1 AND LOT 2, MEADOWLARK
SUBDIVISION EXEMPTION AND PORTIONS OF
COUNTY ROADS 120 AND 140,
LOCATED WITHIN THE NORTH HALF OF SECTION 6,
TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE
NEW MEXICO PRINCIPAL MERIDIAN,
CHAFFEE COUNTY, COLORADO

**LANDMARK
SURVEYING & MAPPING**
P.O. BOX 668 SALIDA, CO 81201
PH 719.539.4021 FAX 719.539.4031

SALIDA QUALITY FARMS, LLC/MEADOWLARK DRIVE ANNEXATION-2

A PORTION OF LOT 1 AND LOT 2, MEADOWLARK SUBDIVISION EXEMPTION AND PORTIONS OF COUNTY ROADS 120 AND 140, LOCATED WITHIN THE NORTH HALF OF SECTION 6, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO



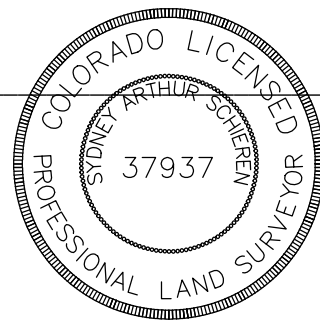
LEGEND

- ⊙ FOUND 1" ALUMINUM CAP, LS 1776, UNLESS OTHERWISE NOTED
- FOUND #5 REBAR WITH STEEL TAG, LS 6753
- △ FOUND 1 1/2" ALUMINUM CAP, LS 16117
- ⊕ FOUND 1 1/2" ALUMINUM CAP, LS 23904
- ⊙ WATER VALVE
- ⊙ WATER METER
- ⊙ POWER POLE
- ⊙ SEWER MAN HOLE
- ⊙ TELEPHONE PEDESTAL
- X — FENCE
- ○ — OVERHEAD UTILITY
- W — UNDERGROUND WATER LINE
- G — UNDERGROUND GAS LINE
- T — OVERHEAD TELEPHONE LINE

LAND SURVEYOR'S CERTIFICATE

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

PRELIMINARY DRAFT
INTENDED FOR REVIEW BY CLIENT



REVISED:	SALIDA QUALITY FARMS, LLC MEADOWLARK DRIVE ANNEXATION-2 <small>A PORTION OF LOT 1 AND LOT 2, MEADOWLARK SUBDIVISION EXEMPTION AND PORTIONS OF COUNTY ROADS 120 AND 140, LOCATED WITHIN THE NORTH HALF OF SECTION 6, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO</small>
DATE: MAY 6, 2024	
DATE: MAY 9, 2024	
DATE: JUNE 14, 2024	
JOB # 23108	LANDMARK SURVEYING & MAPPING <small>P.O. BOX 668 SALIDA, CO 81201 PH 719.539.4021 FAX 719.539.4031</small>
DATE: SEPTEMBER 20, 2023	
SHEET 2 OF 2	



PLANNING COMMISSION REGULAR MEETING

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

July 09, 2024 - 6:00 PM

MINUTES

Email public comments to: planning@cityofsalida.com

Please register for the Planning Commission meeting:
<https://attendee.gotowebinar.com/rt/1909092342220683277>

CALL TO ORDER BY CHAIRMAN – 6:00 PM

ROLL CALL – 6:07 PM

APPROVAL OF THE MINUTES – 6:08 PM

1. APPROVAL OF MINUTES OF JUNE 24, 2024

Motion: Bomer Second: Dockery

Voting Yea: Chairman Follet, Vice-Chair Bomer, Commissioner Kriebel, Commissioner Dockery, Commissioner Colby, Alternate Commissioner Layton, Alternate Commissioner Bush

UNSCHEDULED CITIZENS - None

AMENDMENT(S) TO AGENDA - None

PUBLIC HEARINGS

Public Hearings will follow the following procedure:

A. Open Public Hearing

B. Proof of Publication

C. Staff Review of Application/Proposal

D. Applicant's Presentation (if applicable)

E. Public Input

F. Close Public Hearing

G. Commission Discussion

H. Commission Decision

2. Recommendation on Proposed Salida Quality Farms, LLC / Meadowlark Drive Annexation

The applicant, Salida Quality Farms, LLC, represented by James L. Treat has submitted a complete application to annex the property located off Meadowlark Drive between CR 120 and CR 140 adjacent to the western edge of the Angelview subdivision (Parcel Number 380706200024) along with portions of County Road 120 and County Road 140, totaling 48.98 acres. This is a series annexation, with annexation plat A-1 preceding annexation plat A-2. As such, contiguity requirements are satisfied for both properties (C.R.S. 31-12-104).

A. Open Public Hearing - 6:08 PM

B. Proof of Publication

C. Staff Review of Application/Proposal - Carolyn Poissant presenting – 6:09 PM

D. Applicant's Presentation (if applicable) - Dee Dubin, Andi Bruno, and Bill Hussey – 6:14 PM

E. Public Input - 6:33 PM

F. Close Public Hearing - 6:44 PM

G. Commission Discussion - 6:44 PM

H. Commission Decision or Recommendation - below

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.

Motion:

"I hereby make a motion to recommend City Council approve the proposed Salida Quality Farms, LLC Annexation as it meets the findings of fact for annexation, subject to the following conditions to be included in the Annexation Agreement:

1. All proposed development shall comply with the provisions of the Municipal Code.
2. A minimum of 4 acres of park and open space, generally consistent with the location and configuration adjacent to Angelview Subdivision as shown on the Concept Plan submitted with the annexation application, shall be dedicated prior to development of the parcel. Such dedication shall not preclude any requirements for additional park and open space dedication or fees-in-lieu associated with future development of the property.

Motion made by Vice-Chair Bomer, Seconded by Commissioner Kriebel. – **6:44 PM**

Voting Yea: Chairman Follet, Vice-Chair Bomer, Commissioner Kriebel, Commissioner Dockery, Commissioner Colby, Alternate Commissioner Layton, Alternate Commissioner Bush

MOTION APPROVED 7-0**3. Recommendation on Proposed R-3 Zoning - Salida Quality Farms, LLC / Meadowlark Drive**

Following approval of the Salida Quality Farms, LLC / Meadowlark Drive Annexation of a 43.02-acre property plus portions of the CR 120 and CR 140 rights-of-way (48.98 acres total) into the City of Salida, the applicant James L. Treat, representing Salida Quality Farms, LLC has requested a designation of the R-3 High Density Residential zone district. The area annexed must be brought under the municipality's zoning ordinance within 90 days from the effective date of the annexation ordinance.

A. Open Public Hearing - 6:08 PM

B. Proof of Publication

C. Staff Review of Application/Proposal - Carolyn Poissant presenting – 6:45 PM

D. Applicant's Presentation (if applicable) - Bill Hussey presenting – 6:49 PM

E. Public Input - 7: 04 PM

F. Close Public Hearing - 7: 13 PM

G. Commission Discussion - 7:13 PM

H. Commission Decision or Recommendation - below

Motion:

"To approve the proposed zoning of the Salida Quality Farms, LLC / Meadowlark Drive property as proposed to be annexed, to R-3 High-Density Residential Zone District, as it meets the applicable review standards."

Motion made by Vice-Chair Bomer, Seconded by Commissioner Dockery. – **7:13 PM**

Voting Yea: Chairman Follet, Vice-Chair Bomer, Commissioner Kriebel, Commissioner Dockery, Commissioner Colby, Alternate Commissioner Layton, Alternate Commissioner Bush

MOTION APPROVED 7-0**4. Recommendation on Proposed Suesse Annexation**

The applicant, Ned Suesse, has submitted a complete application to annex the 5.71-acre property located at 6953 County Road 105, plus a 0.27-acre portion of Confluence Road right-of-way. The request to zone the property will be considered during a separate Planning Commission public hearing.

- A. Open Public Hearing - 6:08 PM
- B. Proof of Publication
- C. Staff Review of Application/Proposal - Carolyn Poissant presenting – 7:30 PM
- D. Applicant's Presentation - Ned Suesse presenting – 7:36 PM
- E. Public Input - 7:58 PM
- F. Close Public Hearing - 7:58 PM
- G. Commission Discussion - 7:59 PM
- H. Commission Decision or Recommendation - below

Motion:

I hereby make a motion to recommend City Council approve the proposed Suesse Annexation as it meets the findings of fact for annexation, subject to specific conditions as outlined below:

1. All proposed development shall meet the requirements of the Municipal Code.
2. The Annexation Agreement shall acknowledge and document the following items:
 - a. the city's intent to serve the property with appropriate public utilities;
 - b. all applicable cost recovery agreements and payment terms and conditions;
 - c. the city acknowledges and allows use of the existing well until failure, after which time the owner shall connect to city water;
 - d. the city acknowledges that existing agricultural uses are allowed to continue and existing associated structures may remain on the property;
 - e. the city acknowledges that a 0.27-acre Confluence Road dedication was made by the owner free from any compensation.

Recommendations added to (2.) "annexation agreement motion":

- f. the applicant will be only proportionately responsible for future intersections and / or common road improvements;
- g. there will be no minimum density applied to parcel(s) containing existing historic structures.

Motion made by Vice-Chair Bomer, Seconded by Chairman Follet. – **8:11 PM**

Voting Yea: Chairman Follet, Vice-Chair Bomer, Commissioner Kriebel, Commissioner Dockery, Commissioner Colby, Alternate Commissioner Layton, Alternate Commissioner Bush

MOTION APPROVED 7-0

5. Recommendation on Proposed R-3 Zoning - 6953 County Road 105 (Suesse Annexation)

Following approval of the Suesse Annexation of a 5.71-acre property plus a 0.27-acre portion of Confluence Drive right-of-way into the City of Salida, the applicant, Ned Suesse, has requested a designation of the High Density Residential (R-3) zone district. The area annexed must be brought under the municipality's zoning ordinance within 90 days from the effective date of the annexation ordinance.

- A. Open Public Hearing - 6:08 PM
- B. Proof of Publication

C. Staff Review of Application/Proposal - Carolyn Poissant presenting – 8:15 PM

D. Applicant's Presentation (if applicable) - Ned Suesse presenting – 8:18 PM

E. Public Input - 8:19 PM

F. Close Public Hearing - 8:19 PM

G. Commission Discussion - 8:19 PM

H. Commission Decision or Recommendation - below

Motion:

“To approve the proposed zoning of Suesse property as proposed to be annexed to R-3 High-Density Residential Zone District, as it meets the applicable review standards.”

Motion made by Vice-Chair Bomer, Seconded by Commissioner Colby. – **8:19 PM**

Voting Yea: Chairman Follet, Vice-Chair Bomer, Commissioner Kriebel, Commissioner Dockery, Commissioner Colby, Alternate Commissioner Layton, Alternate Commissioner Bush

MOTION APPROVED 7-0

6. Shaken Roost Major Subdivision – Major Impact Review

The hearing is regarding a major impact review application submitted by Joni Baker of Shaken Roost LLC, for a major subdivision of a .95 acre parcel located on the south side of Illinois Avenue, between Milford and Teller Streets. The proposed subdivision will consist of 14 duplex lots for the construction of 14 residential units configured as seven (7) duplex residential structures. The site is zoned Commercial District (C-1).

A. Open Public Hearing - 6:08 PM

B. Proof of Publication

C. Staff Review of Application/Proposal - Glen Van Nimwegen Presenting – 8:21 PM

D. Applicant's Presentation (if applicable) - Jamie Baker Presenting - 8:33 PM

E. Public Input - 8:38 PM – Ellen Miller spoke

F. Close Public Hearing - 8:42 PM

G. Commission Discussion - 8:42 PM

H. Commission Decision or Recommendation - below

Motion:

“I make a motion to recommend the City Council approve the Shaken Roost Major Subdivision as it meets the review standards for a subdivision, subject to the following conditions:

1. Prior to Council review of the major subdivision, the applicant will work with Xcel Energy to determine if additional public utility easements are required to serve the subdivision. If so, the plat shall be amended to show the new easements.
2. Prior to recordation of the final plat, Council shall approve a subdivision improvement / inclusionary housing agreement for the project to generally address the amount, timing and guarantee of the construction of public improvements that are necessary for the project; require the provision of any fees-in-lieu (schools and open space) and affordable housing consistent with Article XIII of Chapter 16 of the Salida Municipal Code.

- a. Two (2) built inclusionary housing units shall be provided per the requirements of Sec. 16-13-60 of the Salida Municipal Code. Additionally, fees-in-lieu for the remaining two (2) proposed units (2/6) shall be paid per the fee schedule in place at time of building permit.
3. The final plat shall have the following notes and additions:
 - a. Pursuant to Section 16-6-140 of the Salida Municipal Code (SMC), Fair Contributions to School Sites as may be amended, at the time that residential dwelling units are constructed on any of the lots herein, a payment in lieu of land dedication for Fair Contributions to Public School Sites shall be paid by the owner of each lot within this subdivision prior to issuance of a building permit for any new residence on such lot.
 - b. Pursuant to Section 16-6-120(8) of the SMC, Parks, Trails and Open Space fees-in-lieu shall be provided at the time of development (issuance of a building permit) per the fee schedule in place at time of building permit.
 - c. Provide a Typical Building Setback exhibit like as shown under Observations #4 above.
 - d. Provide a note stating the Access Easements and Outlot for Retention Pond will not be maintained by the City of Salida; or will be maintained by the homeowner's association per the C.C.& R.s recorded at Reception No._____.
 - e. The Shaken Roost Major Subdivision meets the standards of Chapter 16 of the SMC and is subject to the terms of the executed Subdivision Improvement and Inclusionary Housing Agreement as recorded at Reception No._____.
 - f. Pursuant to Section 16-6-120(11) of the SMC, no residential façade elevation may be repeated more than once per five (5) lots on the same side of the street.
4. Water and sewer system development fees are due at the time of issuance of a building permit per the fee schedule in place at time of building permit.
5. The applicant will continue to work with Xcel Energy to receive approval of utility access and maintenance as outlined in Attachment 6."

Changes to motion:

1. Strike prior to council review and continue with "applicant will work with Xcel."
2. a. First Inclusionary Housing unit must receive certificate of occupancy (CO) no later than the sixth market rate unit.

Motion made by Vice-Chair Bomer, Seconded by Commissioner Kriebel. – **8:43 PM**

Voting Yea: Chairman Follet, Vice-Chair Bomer, Commissioner Kriebel, Commissioner Dockery, Commissioner Colby, Alternate Commissioner Layton, Alternate Commissioner Bush

MOTION APPROVED 7-0

UPDATES – 8:45 PM

COMMISSIONERS' COMMENTS – 8:45 PM

ADJOURN – 8:48 PM

Motion made by Commissioner Kriebel, Seconded by Vice-Chair Bomer

APPROVED BY VOICE VOTE

****An alternate can only vote on or make a motion on an agenda item if they are designated as a voting member at the beginning of an agenda item. If there is a vacant seat or a conflict of interest, the Chairman shall designate the alternate that will vote on the matter. If a Voting member shows up late to a meeting, they cannot vote on the agenda item if the alternate has been designated.**



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Community Development	Carolyn Poissant - Senior Planner	August 6, 2024

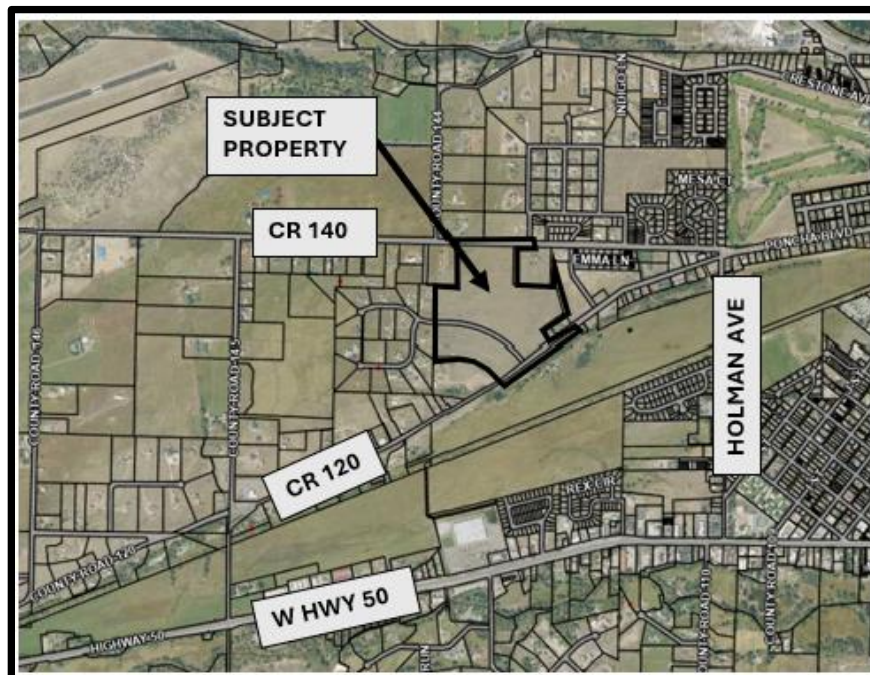
AGENDA ITEM

Ordinance 2024-14: Second reading and public hearing on the proposed zoning of High Density Residential (R-3) for the Salida Quality Farms, LLC / Meadowlark Drive Annexation.

BACKGROUND:

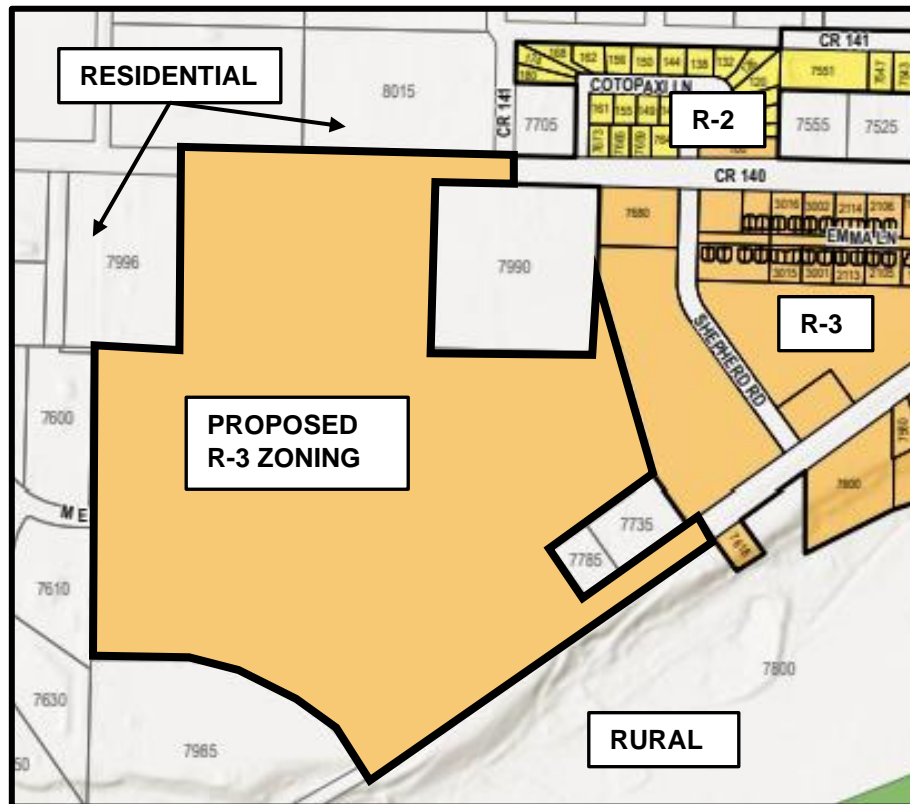
Following approval of the Salida Quality Farms, LLC / Meadowlark Drive Annexation of a 43.02-acre property plus portions of the CR 120 and CR 140 rights-of-way (48.98 acres total) into the City of Salida, the applicant James L. Treat, representing Salida Quality Farms, LLC has requested a designation of the High Density Residential (R-3) zone district. Per state statute, the area annexed must be brought under the municipality's zoning ordinance within 90 days from the effective date of the annexation ordinance.

The property is located on Meadowlark Drive, between CR 120 and CR 140, as shown on the vicinity map below. A complete legal description is included as Exhibit A with the annexation application.



Vicinity Map

Surrounding Land Uses and Zoning: The site is currently zoned RES (Residential Zone District) in Chaffee County. The majority of the properties to the north, south, and west remain in Chaffee County and are zoned RES with the exception of the properties south of County Road 120, which are zoned RUR (Rural). A portion of the properties to the east are within the city limits and are zoned High Density Residential (R-3).

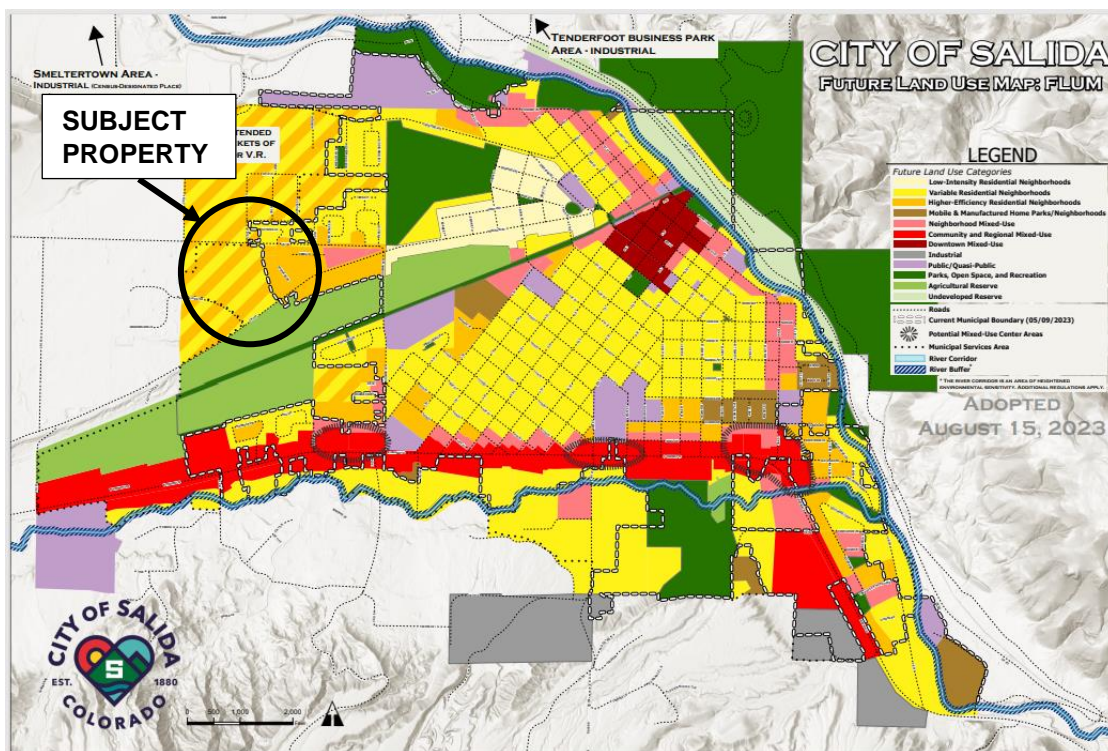


Zone Districts	
C-1	Commercial District
C-2	Central Business District
I	Industrial District
PD	Planned Development
R-1	Single-Family Residential District
R-2	Medium Density Residential District
R-3	High Density Residential District
R-4	Manufactured Housing Residential District
RMU	Residential Mixed Use District

REVIEW STANDARDS FOR ZONING MAP AMENDMENTS (Section 16-4-210):

- 1. Consistency with the Comprehensive Plan.** The proposed amendment shall be consistent with the Comprehensive Plan.
 - The Comprehensive Plan indicates:

- New development shall be within the Municipal Services Area (MSA) and be developed at maximum densities to make the best use of available infrastructure.
 - The proposed annexation lies within the MSA or MSA expansion area and will accommodate urban densities.
- Proposals should include connections to pedestrian and bicycle corridors, have sufficient water, and promote innovative and energy efficient design.
 - The Conceptual Plans include an 8-foot concrete shared use path network throughout the proposed development. Additional appropriate public right-of-way improvements (including sidewalks) meeting city standards will be required upon development of the property. City water will be provided and updated electrical / energy code requirements will be in effect.
- Zoning should continue existing patterns of development.
 - Zoning of High-Density Residential (R-3) would be consistent with the zoning found in the adjacent properties and would continue the regular pattern of zone district application.
- The proposed zoning conforms with the city's Future Land Use Map, which calls for either Variable Residential Neighborhoods or Higher-Efficiency Residential Neighborhoods, which is consistent with the proposed zone designation.



FUTURE LAND USE MAP - ADOPTED AUGUST 15, 2023

- 2. Consistency with Purpose of Zone District.** The proposed amendment shall be consistent with the purpose of the zone district to which the property is to be designated.

- Per the land use code, the purpose of the High-Density Residential (R-3) zone district is to provide for relatively high-density duplex and multi-family residential areas, including primarily triplex, townhouse and apartment uses. Complementary land uses may also include such supporting land uses as parks, schools, churches, home occupations or day care, among other uses.
 - The proposed zoning has the capability for providing a variety of relatively high-density residential developments. A park dedication and a shared use path network are also indicated on the Concept Plans, which complements the request to zone the subject property High-Density Residential (R-3).
- 3. Compatibility with Surrounding Zone Districts and Uses.** The development permitted by the proposed amendment shall be compatible with surrounding zone districts, land uses and neighborhood character.
- The proposed zoning classification of High Density Residential (R-3) is consistent and compatible with the zoning of the adjacent Angelview Subdivision properties as well as anticipated future land use patterns.
- 4. Changed Conditions or Errors.** The applicant shall demonstrate that conditions affecting the subject parcel or the surrounding neighborhood have changed, or that due to incorrect assumptions or conclusions about the property, one (1) or more errors in the boundaries shown on the Official Zoning Map have occurred.
- The proposed zoning is occurring because of the requirement to zone the property when annexed into the City in accordance with Section 16-4-50 of the Land Use and Development Code.

PLANNING COMMISSION RECOMMENDATION

A public hearing with the Planning Commission was held July 9, 2024. The Commission unanimously (7-0) recommended Council approve the proposed zoning of the Salida Quality Farms, LLC / Meadowlark Drive Annexation to High Density Residential (R-3) as it meets the applicable review standards.

STAFF RECOMMENDATION

Staff recommends approval of the proposed zoning to High Density Residential (R-3) as it complies with intent of the Comprehensive Plan and Future Land Use Map.

MOTION

A City Councilmember should state, "I move to _____ Ordinance 2024-14, an ordinance of the City of Salida, Colorado zoning certain real property known as the Salida Quality Farms, LLC / Meadowlark Drive Annexation, as High Density Residential (R-3)," followed by a second and a roll call and vote.

Attachments: Ordinance 2024-14
Application materials

**CITY OF SALIDA, COLORADO
ORDINANCE NO. 14
SERIES OF 2024**

AN ORDINANCE OF THE CITY OF SALIDA, COLORADO, ZONING CERTAIN REAL PROPERTY KNOWN AS THE SALIDA QUALITY FARMS, LLC / MEADOWLARK DRIVE ANNEXATION AS HIGH DENSITY RESIDENTIAL (R-3) ZONE DISTRICT

WHEREAS, on June 5, 2024, representatives of Salida Quality Farms, LLC, filed a General Development Application (the "Petition") to commence proceedings to annex to the City of Salida (the "City") a certain unincorporated tract of land described as Meadowlark Subdivision Exemption Plat Lots 1 and 2, located on Meadowlark Drive along with portions of County Road 120 and County Road 140, comprised of a total of 48.98 acres in the County of Chaffee, State of Colorado (the "Property"), and being more particularly described on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, by Ordinance No.13, Series of 2024 the City of Salida annexed the Salida Quality Farms, LLC / Meadowlark Drive Annexation to the City; and;

WHEREAS, Petitioner has filed an application to zone the Property within the High Density Residential (R-3) zone district, and on July 9, 2024 the City of Salida Planning Commission considered the zoning application for the Property at a duly noticed public hearing and recommended that the City Council zone it as High Density Residential (R-3); and

WHEREAS, as required by the Salida Municipal Code, the public hearing on the zoning application for the Salida Quality Farms, LLC / Meadowlark Drive Annexation will be held on August 20, 2024 at a regularly scheduled meeting of the Salida City Council.

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

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

INTRODUCED ON FIRST READING, on the 6th day of August, 2024, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the City of Salida by the City Council on the 9th day of August, 2024, and set for second reading and public hearing on the 20th day of August, 2024.

INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED PUBLISHED BY TITLE ONLY, by the City Council on the 20th day of August, 2024.

CITY OF SALIDA, COLORADO

Mayor

[SEAL]

ATTEST:

City Clerk/Deputy Clerk

PUBLISHED IN FULL in the Mountain Mail after First Reading on the 9th day of August, 2024, and BY TITLE ONLY, after final adoption on the 23rd day of August, 2024.

City Clerk/Deputy City Clerk

EXHIBIT A

ANNEXATION PARCEL A – 1

ANNEXATION PARCEL A - 2

**LEGAL DESCRIPTION
OF
A TRACT OF LAND**

A - 1

ALL THAT TRACT OF LAND LOCATED IN THE NORTH HALF (N 1/2) OF SECTION 6, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT, MARKED BY A 1 1/2" ALUMINUM CAP STAMPED LS 16117, FROM WHENCE THE REFERENCE MONUMENT TO THE NORTH QUARTER CORNER OF SAID SECTION 6 BEARS NORTH 71°50'25" EAST, A DISTANCE OF 1067.19 FEET, SAID REFERENCE MONUMENT LIES 14.82 FEET DUE NORTH OF THE QUARTER CORNER AND IS MARKED BY A 2 1/2" ALUMINUM CAP WITNESS CORNER STAMPED LS 16117;
THENCE SOUTH 01°27'06" WEST, A DISTANCE OF 228.98 FEET;
THENCE NORTH 88°37'33" WEST, A DISTANCE OF 499.49 FEET;
THENCE SOUTH 09°16'37" EAST, A DISTANCE OF 993.48 FEET TO THE NORTHERLY RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO.120;
THENCE SOUTH 35°52'34" EAST, A DISTANCE OF 78.90 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SAID CHAFFEE COUNTY ROAD NO.120;
THENCE NORTH 54°11'52" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 769.79 FEET;
THENCE NORTH 35°52'31" WEST, A DISTANCE OF 86.72 FEET TO SAID NORTHERLY RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO.120;
THENCE SOUTH 54°14'56" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 379.80 FEET;
THENCE NORTH 35°43'57" WEST, A DISTANCE OF 175.58 FEET;
THENCE NORTH 54°19'23" EAST, A DISTANCE OF 379.80 FEET;
THENCE NORTH 16°04'31" WEST, A DISTANCE OF 622.98 FEET TO THE POINT OF BEGINNING.
CONTAINING 10.99 ACRES, MORE OR LESS.

 **LANDMARK**
SURVEYING & MAPPING
SYDNEY A. SCHIEREN, PLS 37937
PO BOX 668
SALIDA, COLORADO 81201

**LEGAL DESCRIPTION
OF
A TRACT OF LAND**

A-2

ALL THAT TRACT OF LAND LOCATED IN THE NORTH HALF (N 1/2) OF SECTION 6, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT, MARKED BY A 1 1/2" ALUMINUM CAP STAMPED LS 16117, FROM WHENCE THE REFERENCE MONUMENT TO THE NORTH QUARTER CORNER OF SAID SECTION 6 BEARS NORTH 71°50'25" EAST, A DISTANCE OF 1,067.19 FEET, SAID REFERENCE MONUMENT LIES 14.82 FEET DUE NORTH OF THE QUARTER CORNER AND IS MARKED BY A 2 1/2" ALUMINUM CAP WITNESS CORNER STAMPED LS 16117;
THENCE SOUTH 01°27'06" WEST, A DISTANCE OF 228.98 FEET;
THENCE NORTH 88°37'33" WEST, A DISTANCE OF 499.49 FEET TO A #5 REBAR WITH STEEL TAG STAMPED LS 6753 AND THE TRUE POINT OF BEGINNING;
THENCE NORTH 01°14'55" EAST, A DISTANCE OF 505.90 FEET TO THE SOUTH RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 140;
THENCE SOUTH 88°30'09" EAST ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 246.18 FEET;
THENCE NORTH 01°00'32" EAST, A DISTANCE OF 81.14 FEET TO THE NORTH RIGHT-OF-WAY OF SAID CHAFFEE COUNTY ROAD 140;
THENCE NORTH 88°30'31" WEST, A DISTANCE OF 60.01 FEET;
THENCE NORTH 88°36'35" WEST, A DISTANCE OF 948.80 FEET, THIS AND THE PRECEDING COURSE ARE ALONG SAID NORTH RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 140;
THENCE SOUTH 01°23'25" WEST, A DISTANCE OF 83.07 FEET TO SAID SOUTH RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 140 AND THE NORTHWEST CORNER OF LOT 1, MEADOWLARK SUBDIVISION EXEMPTION;
THENCE SOUTH 01°28'16" WEST, A DISTANCE OF 529.30 FEET;
THENCE NORTH 88°38'51" WEST, A DISTANCE OF 238.72 FEET;
THENCE SOUTH 01°25'56" WEST, A DISTANCE OF 479.52 FEET;
THENCE SOUTH 01°12'14" WEST, A DISTANCE OF 59.87 FEET;
THENCE SOUTH 01°24'14" WEST, A DISTANCE OF 399.57 FEET TO THE SOUTHWEST CORNER OF LOT 2, MEADOWLARK SUBDIVISION EXEMPTION;
THENCE SOUTH 89°41'44" EAST, A DISTANCE OF 250.09 FEET TO A POINT OF CURVATURE;
THENCE SOUTHEASTERLY A DISTANCE OF 682.76 FEET ALONG A CURVE DEFLECTING TO THE RIGHT AND HAVING A RADIUS OF 679.60 FEET, A DELTA ANGLE OF 57°33'44", A CHORD BEARING OF SOUTH 60°54'52" EAST AND A CHORD LENGTH OF 654.41 FEET TO THE NORTHERLY RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 120;
THENCE SOUTH 30°30'00" EAST, A DISTANCE OF 58.27 FEET TO THE SOUTH RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 120;
THENCE NORTH 59°30'00" EAST, A DISTANCE OF 89.65 FEET;
THENCE NORTH 54°11'52" EAST, A DISTANCE OF 375.89 FEET, THIS AND THE PRECEDING COURSE ARE ALONG SAID SOUTH RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 120;
THENCE NORTH 35°52'34" WEST, A DISTANCE OF 78.90 FEET TO THE NORTH RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 120;
THENCE NORTH 09°16'37" WEST, A DISTANCE OF 993.48 FEET TO THE POINT OF BEGINNING.
CONTAINING 37.99 ACRES, MORE OR LESS.

PREPARED BY:





GENERAL DEVELOPMENT APPLICATION

448 East First Street, Suite 112

Salida, CO 81201

Phone: 719-539-4555 Fax: 719-539-5271

Email: planning@cityofsalida.com

Item 9.

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

- | | |
|--|--|
| <input checked="" type="checkbox"/> Annexation | <input type="checkbox"/> Administrative Review:
(Type) _____ |
| <input type="checkbox"/> Pre-Annexation Agreement | |
| <input type="checkbox"/> Appeal Application (Interpretation) | |
| <input type="checkbox"/> Certificate of Approval | <input type="checkbox"/> Limited Impact Review:
(Type) _____ |
| <input type="checkbox"/> Creative Sign Permit | |
| <input type="checkbox"/> Historic Landmark/District | <input checked="" type="checkbox"/> Major Impact Review:
(Type) <u>Rezone</u> |
| <input type="checkbox"/> License to Encroach | |
| <input type="checkbox"/> Text Amendment to Land Use Code | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Watershed Protection Permit | |
| <input type="checkbox"/> Conditional Use | |

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

A. Applicant Information

Name of Applicant: Salida Quality Farms LLC (owner James L Treat)

Mailing Address: 225 G Street, Salida, CO 81201

Telephone Number: 719-539-4391 FAX: _____

Email Address: chaffetitle@gmail.com

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

B. Site Data

Name of Development: Salida Quality Farms LLC

Street Address: Meadowlark Drive

Legal Description: Lot 1 & 2 Block _____ Subdivision Meadowlark (attach description)

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

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

Signature of applicant/agent _____ Date _____

Signature of property owner: James L Treat Date 5-31-2024



LIMITED IMPACT & MAJOR IMPACT SUBMITTAL REQUIREMENTS

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

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

1. PROCEDURE (Section 16-3-80)

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

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

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

- ☒ 1. A General Development Application
- ☒ 2. A copy of a current survey or the duly approved and recorded subdivision plat covering the subject lots where the proposal is for development on previously subdivided or platted lots;
- ☒ 3. A brief written description of the proposed development signed by the applicant;
- ☒ 4. Special Fee and Cost Reimbursement Agreement completed. **major impact only*
- ☒ 5. Public Notice.
 - a) List. A list shall be submitted by the applicant to the city of adjoining property owners' names and addresses. A property owner is considered adjoining if it is within 175 feet of the subject property regardless of public ways. The list shall be created using the current Chaffee County tax records.
 - b) Postage Paid Envelopes. Each name on the list shall be written on a postage-paid envelope. Postage is required for up to one ounce. Return Address shall be: City of Salida, 448 E. First Street, Suite 112, Salida, CO 81201.
 - c) Applicant is responsible for posting the property and submittal of proof of posting the public notice.

- ☐ 6. Developments involving construction shall provide the following information:
- (i) A development plan map, at a scale of one (1) inch equals fifty (50) feet or larger with title, date, north arrow and scale on a minimum sheet size of eight and one-half (8½) inches by eleven (11) inches, which depicts the area within the boundaries of the subject lot, including:
 - a. The locations of existing and proposed land uses, the number of dwelling units and the square footage of building space devoted to each use;
 - b. The location and dimensions, including building heights, of all existing and proposed Buildings or structures and setbacks from lot lines or building envelopes where exact dimensions are not available;
 - c. Parking spaces;
 - d. Utility distribution systems, utility lines, and utility easements;
 - e. Drainage improvements and drainage easements;
 - f. Roads, alleys, curbs, curb cuts and other access improvements;
 - g. Any other improvements;
 - h. Any proposed reservations or dedications of public right-of-way, easements or other public lands, and
 - i. Existing topography and any proposed changes in topography, using five-foot contour intervals or ten-foot contour intervals in rugged topography.
 - (ii) 24" x 36" paper prints certified by a licensed engineer and drawn to meet City specifications to depict the following:
 - a. Utility plans for water, sanitary sewer, storm sewer, electric, gas and telephone lines;
 - b. Plans and profiles for sanitary and storm sewers; and
 - c. Profiles for municipal water lines; and
 - d. Street plans and profiles.
 - (iii) Developments in the major impact review procedure shall provide a development plan map on paper prints of twenty-four (24) inches by thirty-six (36) inches, with north arrow and scale, and with title and date in lower right corner, at a scale of one (1) inch equals fifty (50) feet or larger which depicts the area within the boundaries of the subject lots and including those items in Section 16-3-40(a)(3).

- ☒ 7. Any request for zoning action, including review criteria for a requested conditional use (Sec. 16-4-190) or zoning variance (Sec. 16-4-180);

- ☐ 8. Any subdivision request including a plat meeting the requirements of Section 16-6-110;
- ☐ 9. Any other information which the Administrator determines is necessary to determine whether the proposed development complies with this Code, including but not limited to the following:

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

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

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

(iv) Engineering specifications for any improvements.

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

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

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

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

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

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

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

water needed on an average day and at peak time, and the resulting amounts of sewage to be treated shall be expressed in gallons per day.

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

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

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

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

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

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

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

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

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

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

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

☐ 11. A plan for locations and specifications of street lights, signs and traffic control devices.

2. REVIEW STANDARDS (If necessary, attach additional sheets)

The application for Limited or Major Impact Review shall comply with the following standards.

1. **Consistency with Comprehensive Plan.** The use shall be consistent with the City's Comprehensive Plan.

The new development will be compatible with the traditional built neighborhood character as referred to in the City's Comprehensive Plan

2. **Conformance to Code.** The use shall conform to all other applicable provisions of this Land Use Code, including, but not limited to:

- a. **Zoning District Standards.** The purpose of the zone district in which it is located, the dimensional standards of that zone district, and any standards applicable to the particular use, all as specified in Article 5, Use and Dimensional Standards.

Development will conform to zoning for R-3 City of Salida.

- b. **Site Development Standards.** The parking, landscaping, sign and improvements standards.

Development will incorporate site development standards for parking, landscaping, sign and improvement standards.

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

Development will be compatible with the character of the neighboring uses and with parks, pathways and trails to enhance the residential mixed use pedestrian friendly character.

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

Development will be respectful of the surrounding properties and not create a nuisance or undue impacts on the neighborhood.

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

Where public facilities are developed they will be in compliance with code. The designated park area will be designed, built and maintained by the City of Salida Parks & Recreation department in compliance with the Recreation Master plan which recognizes the large population of older adults in the western part of town and the importance of multi use parks appropriate to this population s health and welfare.

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

Development will mitigate adverse impacts on the environment and strive to align facilities to maximize the scenic characteristics of the area.

CITY OF SALIDA
SPECIAL FEE AND COST REIMBURSEMENT AGREEMENT

This Special Fee and Cost Reimbursement Agreement is entered into by and between the City of Salida, whose address is 448 East First Street, Suite 112, Salida, Colorado 81201 (hereinafter the "City") and Salida Quality Farms, LLC whose address is 225 G Street, Salida, CO 81201, (hereinafter "Petitioner");

W I T N E S S E T H:

WHEREAS, Petitioner is the owner of that certain real property described in Exhibit A, attached hereto and incorporated herein by this reference, and desires to undertake the projects or activities described in Paragraph 1; and

WHEREAS, the above activity or project will require the City to provide the special services and incur the costs set forth in Paragraph 2; and

WHEREAS, Section 16-2-10 of the Salida Municipal Code provides that the City may assess land use and development applicants minimum fees for review of applications submitted to the City as well as actual review costs and fees for outside professional services; and

WHEREAS, the special fees and costs paid and collected by virtue of this Agreement shall be used solely to pay for the City's minimum application fees as well as actual fees and costs for review by outside professional services, including, but not limited to, engineering and legal review, incurred by the City in relation to the anticipated project; and

WHEREAS, the City and Petitioner desire to set forth their agreements and understandings concerning this matter.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties, and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Petitioner desires to undertake the following projects or activities involving the City or its utility services:

X	Annexation
_____	Limited Impact Review
X	Major Impact Review
_____	Conditional Use
_____	Variance
_____	Review of Title 32 Special District
_____	Can and Will Serve Letter for Utility Service
_____	Other (describe) _____

2. The activity or project being undertaken by Petitioner will require the City to provide the following special services or incur the following costs:

<u> </u>	Engineering review and advice
<u> X </u>	Legal review and advice
<u> X </u>	Preparation of plats or plans
<u> </u>	Inspections
<u> X </u>	Recording fees
<u> X </u>	Filing fees
<u> X </u>	Publication Costs
<u> </u>	Other (describe) _____

3. Petitioner agrees to pay the City in full for all special services provided or actual costs incurred by the City in relation to the project or activity described above on receipt of an itemized billing for those services from the City. All such amounts are due within thirty (30) days of the date of the bill, with interest on any overdue amounts to be assessed at one and one-half percent (1.5%) per month. In the event that such amounts remain unpaid thirty (30) days after the date they are billed, the City reserves the right to cease review and processing of the Petitioner's land use and development applications. In the event the City is forced to pursue collection of any amounts due and unpaid under this provision, it shall be entitled to collect attorney's fees, filing, and recording fees incurred in such collection efforts in addition to the unpaid amounts due, plus interest.

4. Petitioner agrees to provide a deposit to the City in the amount of \$5000 at the time of making the initial application for the Annexation and Zoning. The City shall not commence to provide any of the services desired by the applicant, or advance any costs, until this deposit is received by the City. Any amount by which the applicant's deposit exceeds the cost assessed under this Paragraph shall be refunded to the applicant within a reasonable time after final action has been taken on the project. Any amount by which the deposit is less than the total costs due to the City under this Agreement shall be due and payable subject to the provisions of Paragraph 2, above.

5. The City specifically does not agree to act favorably on the application made by Petitioner in exchange for payment of the special fees set forth above.

6. This Agreement constitutes the entire and complete agreement of the parties on the subject matter herein. No promise or undertaking has been made by any party, and no understanding exists with respect to the transaction contemplated, except as expressly set forth herein. All prior and contemporaneous negotiations and understandings between the parties are embodied and merged into this Agreement.

7. This Agreement may be amended from time to time by amendments made by the parties in written form and executed in the same manner as this Agreement.

8. This Agreement shall be binding upon and inure to the benefit of the parties and their assigns and successors in interest.

9. If any covenant, term, condition, or provision under this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein.

10. The parties agree and intend that this Agreement shall run with the land described in Exhibit A, attached hereto, and be a burden upon that property until final payment has been made to the City of all fees due and payable under this Agreement, or until the earlier termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this SPECIAL FEE AGREEMENT on the day and year adjacent to their respective signatures.

CITY OF SALIDA, COLORADO

Date: _____

By _____

City Administrator

ATTEST

City Clerk/Deputy City Clerk

STATE OF COLORADO)
 ss.
COUNTY OF CHAFFEE)

Acknowledged, subscribed, and sworn to before me this _____ day of _____,
20____, by _____, as City Administrator, and by
_____, as City Clerk, on behalf of the City of Salida.

WITNESS my hand and official seal.

My Commission expires: _____

Notary Public



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Community Development	Carolyn Poissant - Senior Planner	August 20, 2024

AGENDA ITEM

Ordinance 2024-15: Second Reading and Public Hearing on the proposed Suesse Annexation for a 5.71-acre property plus a portion of Confluence Road right-of-way (approximately 5.86 acres total).

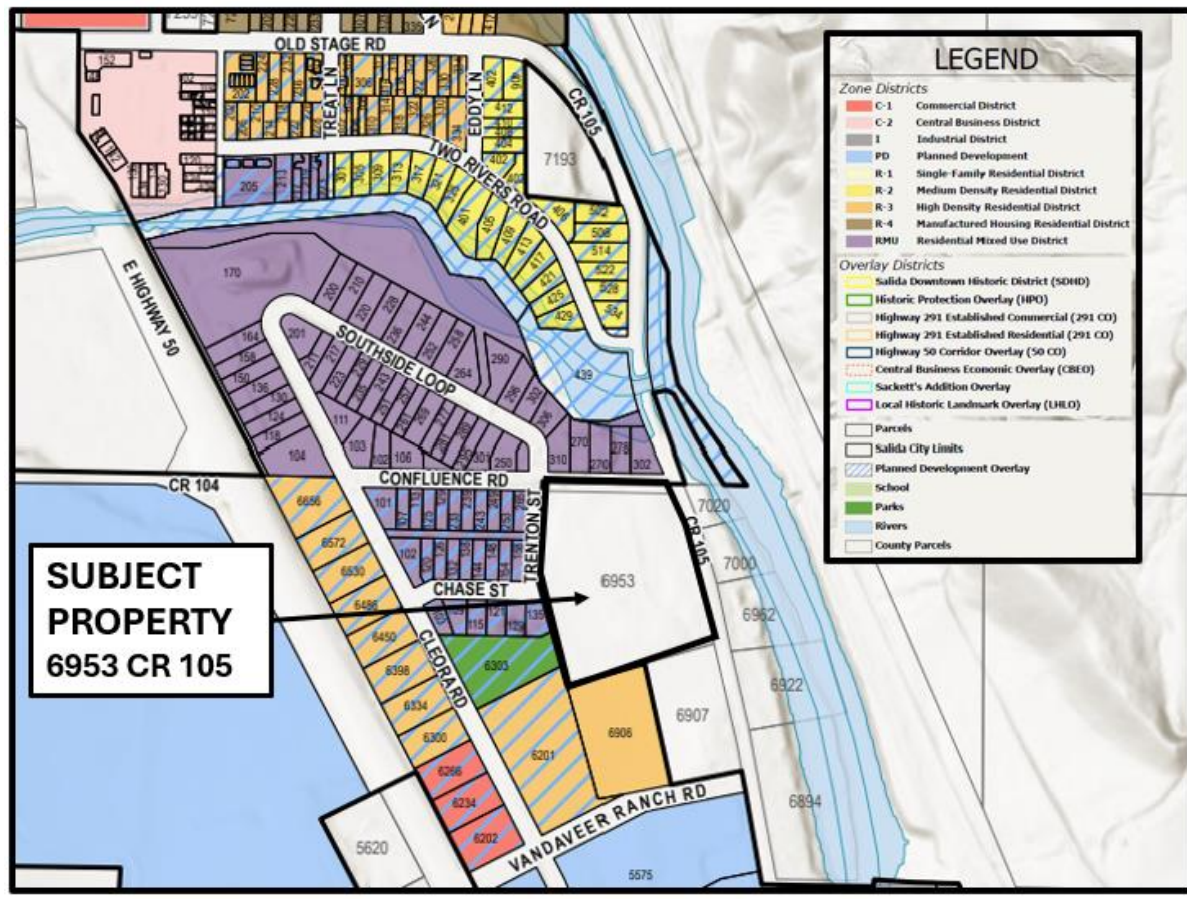
BACKGROUND

On May 22, 2024, Ned Suesse submitted a complete application to annex the 5.71-acre property located at 6953 County Road 105 plus a 0.27-acre a portion of Confluence Road right-of-way.



Vicinity Map

Surrounding Land Use and Zoning: The site is currently zoned RES (Residential Zone District) in Chaffee County. Properties to the east remain in Chaffee County and are zoned RES. Properties to the north and west are within city limits and include the Confluent Subdivision Planned Development Overlay, comprised of a residential mixed-use development (RMU); a 1.24-acre park dedication (P); and Salida Ridge (Low Income Housing Tax Credit) Apartments (R-3). The approved Bike Baker (Flour Mill) annexation and Magpie Apartments zoned R-3 High Density Residential are on the southern boundary.



PROCESS:

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

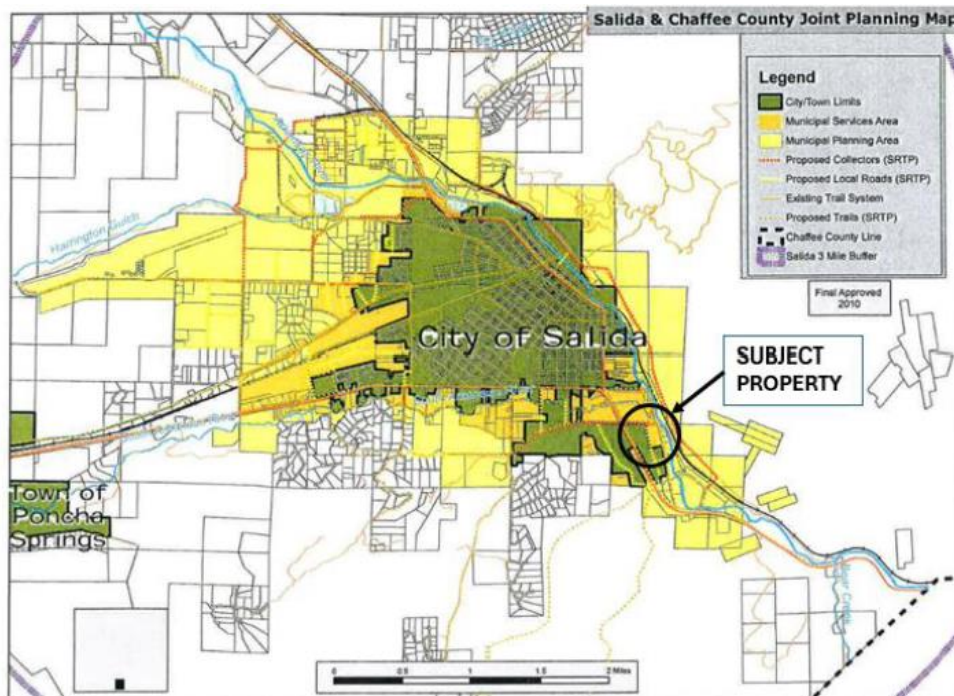
- A minimum of 1/6th (16.67%) of the perimeter of the proposed annexation must be contiguous with the City of Salida city limits.
- Staff reviews the petition for compliance with city and state statutes.
- City Council adopts a resolution stating the petition is valid and sets a public hearing date that is no less than 30 days and no greater than 60 days from the resolution date.
 - On July 2, 2024 City Council adopted Resolution 2024-40 finding the Annexation petition in compliance with city and state statutes and set the public hearing date for August 20, 2024.
- The City Council public hearing is advertised in the newspaper for four consecutive weeks.
 - Notice of such hearing was published on July 12, 2024, July 19, 2024, July 26, 2024, and August 2, 2024 in *The Mountain Mail* newspaper.

- Planning Commission holds a public hearing to review the annexation and recommend the zoning designation of the property.
 - A public hearing was held July 9, 2024.
- Planning Commission holds a public hearing to review the annexation and recommend the zoning designation of the property.
- City Council holds a public hearing on the annexation petition.
- City Council reviews and acts on an annexation agreement.
- City Council holds a public hearing to review and act on the proposed zoning.

FINDINGS OF FACT:

As explained above, the annexation shall be considered by the Commission as a required step prior to the zoning of the property. The following findings of facts are required for annexation:

1. The proposed annexation meets the required 1/6th contiguity with the municipal boundary of the City of Salida as shown on the annexation plat. This is a series annexation, with annexation plat A-1 preceding annexation plat A-2. As such, contiguity requirements are satisfied for both properties (C.R.S. 31-12-104).
2. All applicable owners of the property are party to the annexation.
3. The property to be annexed is within the Municipal Services Area (MSA) or expansion area of the City of Salida, as defined in the City's Comprehensive Plan and its intergovernmental agreement (IGA) with Chaffee County approved in 2010. According to the IGA, the MSA "encompasses properties which are eligible for annexation and extension of municipal utilities and infrastructure, within the parameters set forth in the Salida Municipal Code and Salida Comprehensive Plan, which may be amended from time to time."



Salida and Chaffee County Joint Planning Map

4. The annexation of the property is consistent with the vision and goals set forth in the Comprehensive Land Use Plan, specifically, to promote new development projects that contain a variety of housing, including affordable units. In addition, the proposal will provide for a logical extension of the City boundary to support the demand for residentially zoned land, which will provide for a variety of housing opportunities.
5. The property may be efficiently served by City fire and police departments.
6. The property is a natural extension of the City's municipal boundary and meets the legal requirements for annexation.

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

Proposed Action	Planning Commission Recommendation	City Council First Reading	City Council Final Action
Findings of Fact Resolution 2024-53			8/20/2024
Annexation Ordinance 2024-15	7/9/2024	8/6/2024	8/20/2024
Annexation Agreement Resolution 2024-			
Zoning Ordinance 2024-16	7/9/2024	8/6/2024	8/20/2024

Annexation Agreement: The petitioner has not agreed to the terms of a draft annexation agreement, as such, the recommended annexation motion and ordinance contain the conditions recommended by Planning Commission and the City Attorney.

RESPONSE FROM REFERRAL DEPARTMENTS AND AGENCIES:

- Salida Fire Department: No concerns.
- Salida Police Department: No issues
- Salida Parks and Recreation Department: Future discussions regarding an open space dedication will be needed to determine how best to compliment park resources in the area.
- Public Works Department and City Engineering Consultants: No comment.
- Salida Finance Department: The property at 6953 County Road 105 is a sewer only account. By annexing into the city, should the existing well fail, connection to city water and payment of fees in effect at that time would be required.
- Salida School District: We have no issue with this annexation. When development fees are applicable, we will take fees in lieu of land.
- Xcel Energy: No major concerns. Response letter attached.
- ATMOS Energy: No comment.
- Visionary Broadband: No response.
- Chaffee County Planning Department: The appropriate road annexations should be completed.
- Chaffee County Building Department: No concerns at this time.

PLANNING COMMISSION RECOMMENDATION

A public hearing with the Planning Commission was held July 9, 2024, and the Commission recommended Council approve the proposed Suesse Annexation with conditions included in the list below.

STAFF RECOMMENDATION

Staff recommends approval of the proposed annexation subject to the following conditions, which are included in Ordinance 2024-15 (attached):

1. All proposed development shall meet the requirements of the Municipal Code.
2. The annexation is subject to the following conditions of approval:
 - a. Upon any future development of the Property, all applicable cost recovery agreements and payment terms and conditions shall be satisfied and payable in full.
 - b. Use of the existing well is permitted until failure, after which time the owner shall connect to City water and pay all applicable system development and other fees associated with the provision of City water due at the time of such connection pursuant to the City's applicable ordinances and Schedule of Fees;
 - c. Existing agricultural uses are permitted to continue, and existing associated structures may remain on the Property in their current form, until such time that an agriculture use zone is established in the Municipal Code, after which any expansion of such agricultural use shall require the Property to be appropriately rezoned;
 - d. The applicant and/or future owners of the Property will be responsible for future intersections and / or common road improvements in proportion to the Property development's impact and pursuant to its required contributions as stated within City regulations, standards, and ordinances;
 - e. There will be no minimum density requirements applied to the area illustrated in **Exhibit C** attached hereto for as long as the historic structures contained in such area remain in existence in their current form, size, shape, location and footprint;
 - f. Appropriate right-of-way dedications and improvements for all roads abutting the Property shall be completed in compliance with City standards prior to issuance of a Certificate of Occupancy for any new residential units constructed on the Property or any applicable development of the Property;
 - g. In compliance with the Two Rivers Southside Subdivision and Confluent Park Subdivision improvement agreements, the following amounts shall be paid by the Annexor or Owner upon connection of the Property to City water, in addition to any other standard fees associated with connection to City water required at the time of such connection:
 - 1) Confluent Street water/sewer main reimbursable in the amount of \$31,419.18 as per **Exhibit D** attached hereto;

- 2) Pressure Reducing Valve Reimbursement for Southeast Planning Area as calculated by the square footage of all proposed residential units, consistent with the calculations and / or proportions indicated as per **Exhibit E** attached hereto; and
- h. Dedication of required additional right-of-way and completion of right-of-way improvements on the east side of Trenton Street shall be completed pursuant to the Letter of Agreement attached hereto as **Exhibit F**.
- i. Upon any development at the Property, Annexor or Owner shall pay, at the time of issuance of a building permit, all applicable fees and fees-in-lieu in the amounts set forth pursuant to the Salida Municipal Code, or as hereafter amended.

MOTION

A City Councilmember should state, "I move to _____ Ordinance 2024-15 approving the annexation of a 5.71-acre parcel and a 0.27-acre portion of Confluence Road right-of-way for total of 5.86-acres, known as the Suesse Annexation."

Attachments: Ordinance 2024-15
 Suesse Annexation petition and Annexation plats
 Minutes of July 9, 2024 Planning Commission meeting

**CITY OF SALIDA, COLORADO
ORDINANCE NO. 15
SERIES OF 2024**

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

WHEREAS, on May 22, 2024, Ned Suesse filed a General Development Application (the "Petition") to commence proceedings to annex to the City of Salida (the "City") a certain unincorporated tract of land comprised of a 5.71-acre parcel located at 6953 County Road 105 and a 0.27-acre portion of Confluence Road right-of-way in the County of Chaffee, State of Colorado (the "Property"), and being more particularly described on **Exhibit A**, attached hereto and incorporated herein by reference; and

WHEREAS, a Pre-Annexation Agreement (**Exhibit B** attached hereto), recorded onto the Property with the Chaffee County Clerk and Recorder on March 24, 2016 with Reception No. 425861 and constituting a covenant which runs with said real Property, required the annexation to occur once contiguity had been achieved, along with requiring right-of-way and open space dedications; and

WHEREAS, pursuant to C.R.S. §31-12-108, the City Council by Resolution No. 40, Series of 2024 specified that the City Council would hold a hearing on the proposed annexation at its regular meeting on August 20, 2024 commencing at the hour of 6 p.m. in the City Council Chambers, 448 East First Street, Salida, Colorado; and

WHEREAS, pursuant to C.R.S. §31-12-108 to -110, the City Council on August 20, 2024 held a duly-noticed public hearing to consider the proposed annexation; and

WHEREAS, notice of such hearing was published on July 12, 2024, July 19, 2024, July 26, 2024, and August 2, 2024 in *The Mountain Mail* newspaper; and

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

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

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

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

1. The City incorporates the foregoing recitals as findings and determinations by the City Council.
2. The City hereby approves the annexation of the Property described on Exhibit A, attached hereto with the following conditions of approval, and such real Property is hereby annexed to and made a part of the City of Salida.
 1. All proposed development shall meet the requirements of the Municipal Code.
 2. The annexation is subject to the following conditions of approval:
 - a. Upon any future development of the Property, all applicable cost recovery agreements and payment terms and conditions shall be satisfied and payable in full.
 - b. Use of the existing well is permitted until failure, after which time the owner shall connect to City water and pay all applicable system development and other fees associated with the provision of City water due at the time of such connection pursuant to the City's applicable ordinances and Schedule of Fees;
 - c. Existing agricultural uses are permitted to continue, and existing associated structures may remain on the Property in their current form, until such time that an agriculture use zone is established in the Municipal Code, after which any expansion of such agricultural use shall require the Property to be appropriately rezoned;
 - d. The applicant and/or future owners of the Property will be responsible for future intersections and / or common road improvements in proportion to the Property development's impact and pursuant to its required contributions as stated within City regulations, standards and ordinances;
 - e. There will be no minimum density requirements applied to the area illustrated in **Exhibit C** attached hereto for as long as the historic structures contained in such area remain in existence in their current form, size, shape, location and footprint;
 - f. Appropriate right-of-way dedications and improvements for all roads abutting the Property shall be completed in compliance with City standards prior to issuance of a Certificate of Occupancy for any new residential units constructed on the Property or any applicable development of the Property;
 - g. In compliance with the Two Rivers Southside Subdivision and Confluent Park Subdivision improvement agreements, the following amounts shall

be paid by the Annexor or Owner upon connection of the Property to City water, in addition to any other standard fees associated with connection to City water required at the time of such connection:

- 1) Confluent Street water/sewer main reimbursable in the amount of \$31,419.18 as per **Exhibit D** attached hereto;
 - 2) Pressure Reducing Valve Reimbursement for Southeast Planning Area as calculated by the square footage of all proposed residential units, consistent with the calculations and / or proportions indicated as per **Exhibit E** attached hereto; and
- h. Dedication of required additional right-of-way and completion of right-of-way improvements on the east side of Trenton Street shall be completed pursuant to the Letter of Agreement attached hereto as **Exhibit F**.
 - i. Upon any development at the Property, Annexor or Owner shall pay, at the time of issuance of a building permit, all applicable fees and fees-in-lieu in the amounts set forth pursuant to the Salida Municipal Code, or as hereafter amended.
3. Within ten (10) days after final publication of this Ordinance, the City Clerk of the City of Salida, Colorado, on behalf of the City shall:
 - A. File one (1) copy of the Annexation Plat and the original of this Annexation Ordinance in the office of the City Clerk of the City of Salida, Colorado;
 - B. File for recording three (3) certified copies of this Annexation Ordinance and three (3) copies of the Annexation Plat, containing a legal description of the annexation parcel, with the County Clerk and Recorder of Chaffee County, Colorado, with directions to the Chaffee County Clerk and Recorder to file one certified copy of this Annexation Ordinance and one copy of the Annexation Map with the Division of Local Government of the Department of Local Affairs of the State of Colorado and one certified copy of this Annexation Ordinance and one copy of the Annexation Map with the Colorado Department of Revenue; and
 - C. File one certified copy of this Annexation Ordinance and one copy of the Annexation Map in the office of the County Assessor of Chaffee County, Colorado.

INTRODUCED ON FIRST READING, on the 6th day of August, 2024, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the City of Salida by the City Council on the 9th day of August, 2024, and set for second reading and public hearing on the 20th day of August, 2024.

INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED PUBLISHED IN FULL WITH REVISIONS, by the City Council on the 20th day of August, 2024.

CITY OF SALIDA, COLORADO

Dan Shore, Mayor

[SEAL]

ATTEST:

City Clerk/Deputy Clerk

PUBLISHED IN FULL in the Mountain Mail after First Reading on the 9th day of August, 2024, and IN FULL WITH REVISIONS, after final adoption on the 23rd day of August, 2024.

City Clerk/Deputy City Clerk

EXHIBIT A

ALL THAT TRACT OF LAND LOCATED WITHIN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDAN, ALSO BEING LOT 1-R "CONFLUENCE ROAD SUBDIVISION EXEMPTION FOR PUBLIC BENEFIT," CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WITNESS CORNER TO THE NORTH QUARTER CORNER OF SAID SECTION 9, BEING MARKED BY A 3 1/4" B.L.M. BRASS CAP, FROM WHENCE THE TRUE NORTH QUARTER CORNER OF SAID SECTION 9 BEARS SOUTH 88 DEG 48'25" EAST, A DISTANCE OF 74.51 FEET; THENCE SOUTH 88 DEG 48'25" EAST ALONG THE NORTH LINE OF SAID SECTION 9, A DISTANCE OF 380.68 FEET TO THE WEST RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 105;

THENCE SOUTH 25 DEG 25'46" EAST, A DISTANCE OF 16.62 FEET TO A POINT OF CURVATURE;

THENCE SOUTHERLY A DISTANCE OF 16.89 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE RIGHT, HAVING A RADIUS OF 820.00 FEET, A DELTA ANGLE OF 1 DEG 10'48", A CHORD LENGTH OF 16.89 FEET AND A CHORD BEARING OF SOUTH 25 DEG 05'57" EAST;

THENCE CONTINUING SOUTHERLY ALONG SAID ARC A DISTANCE OF 152.25 FEET DEFLECTING TO THE RIGHT, HAVING A RADIUS OF 820.00 FEET, A DELTA ANGLE OF 10 DEG 38'18", A CHORD LENGTH OF 152.03 FEET, AND A CHORD BEARING OF SOUTH 19 DEG 11'24" EAST TO A POINT OF TANGENCY;

THENCE SOUTH 13 DEG 53'16" EAST, A DISTANCE OF 268.86 FEET;

THENCE SOUTH 12 DEG 48'58" EAST A DISTANCE OF 60.18 FEET, THIS AND THE PRECEDING 4 COURSES ARE ALONG SAID WEST RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 105;

THENCE SOUTH 73 DEG 55'54" WEST A DISTANCE OF 466.73 FEET;

THENCE NORTH 15 DEG 21'10" WEST A DISTANCE OF 343.21 FEET;

THENCE NORTH 03 DEG 10'18" EAST A DISTANCE OF 300.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.98 ACRES MORE OR LESS.

BY: LANDMARK SURVEYING & MAPPING JULY 26, 2024

*SUESSE ANNEXATION
TO THE CITY OF SALIDA*

A PORTION OF CONFLUENCE ROAD AND LOT 1-R
CONFLUENCE ROAD SUBDIVISION EXEMPTION
FOR PUBLIC BENEFIT
CHAFFEE COUNTY, COLORADO



EXHIBIT B

PRE-ANNEXATION AGREEMENT

**Lot 1,
Located within Tract 1 of the Vandaveer Subdivision Exemption Plat.
Also known as 6953 County Road 105**

THIS AGREEMENT is made and entered into this 24th day of March, 2016, by and between the CITY OF SALIDA, COLORADO, a municipal corporation (hereinafter "City"), and TRIPLE T RANCH, LLC as the owner of the real property described hereafter (hereinafter "Owner");

WITNESSETH:

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

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

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

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

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

1. Service to be Provided. The City agrees to provide Owner with municipal sewer service to the Property for residential uses at in-City rates. In the event City water service becomes available adjacent to the Property, Owner agrees to connect to City water at the then applicable in-City rates.

2. Costs. The City will provide said service subject to the rules, regulations, charges, fees, and ordinances of the City of Salida as are now in effect, or as they may hereafter be amended. All costs of extending service to the Property shall be borne by the Owner including, but not limited to, main and service line extensions. At or prior to the first delivery of municipal service pursuant to this Agreement, the Owner agrees to pay all system improvement fees at the then applicable in-City rate as provided in the Salida Municipal Code.

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

Salida insofar as they may pertain to the conditions of pre-annexation herein described.

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

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

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

7. Payment of Impact Fees. Owner agrees to pay at the time of annexation all applicable fees for the Property in the amounts set forth pursuant to the Salida Municipal Code, or as hereafter amended, and any other fees prescribed by Resolution or Ordinance as may apply to annexations.

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

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

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

11. Miscellaneous. The parties agree time is of the essence in the implementation of this Agreement. All of the terms and conditions of this Agreement shall bind the heirs,

successors, assigns, or personal representatives of the parties hereto. This Agreement constitutes a covenant which runs with the real Property. This Agreement sets forth the entire understanding between the parties, and any previous agreements, promises, or understandings have been included in this Agreement.

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

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

CITY OF SALIDA, COLORADO

By James L. Li Vecchi
Mayor

ATTEST:

[Signature]
City Clerk/Deputy City Clerk



OWNER:

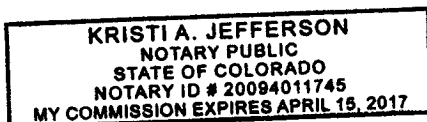
[Signature]
TRIPLE T RANCH, LLC
By: DEBORAH A. YORK
Title: SOLE MEMBER

STATE OF Colorado)
COUNTY OF Chaffee) ss.

Acknowledged, subscribed, and sworn to before me this 18th day of March, 2016, by Deborah A. York, _____ of Triple T Ranch, LLC.

WITNESS my hand and official seal.

My Commission expires: April 15, 2017



Kristi A. Jefferson
Notary Public

425861

425861 3/24/2016 11:48 AM AGR Lori A Mitchell
4 of 4 R\$25 D\$0 N\$0 S\$1 M\$0 E\$0 Chaffee County Clerk

Item 10.

EXHIBIT A

Legal Description:

LOT 1, LOCATED WITHIN TRACT 1 OF THE VANDAVEER SUBDIVISION EXEMPTION PLAT BEING WITHIN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO, BEING MORE OR LESS 5.97 ACRES.

Also known as:

6953 County Road 105
Salida, CO 81201

Parcel No. 380709100070

County of Chaffee
State of Colorado

EXHIBIT C

**Area occupied by historic structures
not subject to future minimum density requirements**



EXHIBIT D

**SUBDIVISION IMPROVEMENT;
CONFLUENCE ROAD WATER AND SEWER MAIN EXTENSION; AND
INCLUSIONARY HOUSING AGREEMENT
Two Rivers Southside Subdivision**

THIS SUBDIVISION IMPROVEMENT; CONFLUENCE ROAD WATER AND SEWER MAIN REIMBURSEMENT; AND INCLUSIONARY HOUSING AGREEMENT (the "Agreement") is made and entered into this 5th day of May, 2020, by and between the CITY OF SALIDA, COLORADO, a Colorado statutory city ("City"), and Southside, LLC ("Developer") (each a "Party" and together the "Parties").

Section 1 - Recitals

- 1.1 The Developer represents that it is the fee title owner of certain lands known as the "Two Rivers Southside Subdivision" consisting of 18.6 acres and more particularly described as Lot 5, Little River Properties LLC Subdivision as recorded at Reception No. 431288 at the Chaffee County Recorder's Office, which is incorporated herein by this reference (the "Property"). The Property is located within the boundaries of the City.
- 1.2 On October 18, 2016 the City Council entered into an annexation agreement with the Parties prescribing the required public improvements for the property; allowing cost sharing agreements; and requiring eight (8) affordable dwelling units in the first phase of the Two Rivers Subdivision and 12 % of the lots in future phases to be affordable as recorded at Reception No. 431286 of the Chaffee County Recorder's Office.
- 1.3 On December 18, 2018 the City Council approved the Two Rivers Southside major subdivision consisting of the Property described herein by adoption of Resolution 2018-55; a condition of the approval requires entering into a subdivision improvement agreement pursuant to Section 16-2-60 of the Salida Municipal Code and further defines how the affordable housing requirements of the annexation agreement will be met for this phase.
- 1.4 Pursuant to the above Resolution and City Code Sections 13-2-160 and 13-2-170, the Developer shall be entitled to recover costs associated with construction of a portion of the Water and Sewer Facilities, the extension of the water and sewer mains necessary to extend City services to the Property.
- 1.5 Pursuant to Section 16-13-20 (g) of the Land Use Code residential developments must enter into an inclusionary housing development agreement with the City Council. Such agreements may be part of a subdivision improvement 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.

- 1.6 The City wishes to advance development within municipal boundaries in accordance with the City of Salida 2013 Comprehensive Plan adopted April 16, 2013, as it may be amended.
- 1.7 Pursuant to Section 16-2-60; 13-2-160 and 170; and 16-13-20 of the Land Use Code, the City and the Developer wish to enter into this Agreement to set forth their understanding concerning the terms and conditions for the construction of subdivision public improvements and other improvements; recovery of costs for extending the Confluence Road water and sewer mains and for meeting the inclusionary housing requirements for the Two Rivers Southside major subdivision.
- 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 Improvement; Confluence Road Water and Sewer Main Extension; 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 “City” means the City of Salida, a Colorado statutory City.
- 2.3 “City Administrator” means the City Administrator of the City of Salida, and the City Administrator’s designee.
- 2.4 “City Code” means the City of Salida Municipal Code.
- 2.5 “City Council” means the City Council of the City of Salida, Colorado.
- 2.6 “Dedicated Lands” means those lands the Developer will convey to the City for public use.
- 2.7 “Developer” means Southside LLC and its successor(s).
- 2.8 “Development” means all work on the Property required to transform the Property into the Two Rivers Southside major subdivision approved by the City by means of Resolution 2018-55. 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.”

- 2.9 **“Drainage Plan”** means the drainage system designed for the subdivision in accordance with Section 16-8-60 of the Land Use Code.
- 2.10 **“Effective Date”** means the date on which City Council adopted a resolution approving the execution of this Agreement. On the Effective Date, this Agreement will become binding upon and enforceable by the City and the Developer.
- 2.11 **“Force Majeure”** means acts of God, fire, abnormal weather, explosion, riot, war, labor disputes, terrorism, or any other cause beyond the applicable Party’s reasonable control. A lack of money or inability to obtain financing does not constitute Force Majeure.
- 2.12 **“Land Use Code”** means the City’s Land Use and Development Code, Title 16 of the City Code.
- 2.13 **“Native Vegetation”** means “native plant” as defined in the Colorado Noxious Weed Act, C.R.S. § 35-5.5-103(15).
- 2.14 **“Noxious Weed”** takes the meaning given to that term in the Colorado Noxious Weed Act, C.R.S. § 35-5.5-103(16).
- 2.15 **“Other Required Improvements Warranty Period”** means a period of two years from the date that the City Engineer or the City Engineer’s designee, in accordance with the terms and conditions of paragraph 5.10 below, approves the Required Improvements that are not Public Improvements, and certifies their compliance with approved specifications.
- 2.16 **“Performance Guarantee”** means cash, a letter of credit, a cash bond, a performance bond, or other security acceptable to the City Attorney to secure the Developer’s construction and installation of the Required Improvements, in an amount equal to 125% of the estimated cost of completing said Required Improvements.
- 2.17 **“Property”** means the land that is known as the Two Rivers Southside major subdivision and described as Lot 5 of the Little River Properties, LLC Subdivision as recorded at Reception No. 431288 of the Chaffee County Recorder’s Office.
- 2.18 **“Public Improvements”** means Required Improvements constructed and installed by the Developer and dedicated to the City in accordance with this Agreement, including without limitation water mains, water service lines, water laterals, fire hydrants, and other water distribution facilities; irrigation lines and facilities; wastewater collection mains, lines, laterals, and related improvements; drainage facilities in public rights-of-way; handicap ramp improvements; and required curbs, sidewalks, and street improvements. The Required Improvements that are also Public Improvements are identified on attached **Exhibit A**.
- 2.19 **“Public Improvements Warranty Period”** means a period of one year from the date that the City Engineer or the City Engineer’s designee, in accordance with the terms and conditions

of paragraph 5.10 below, approves the Public Improvements and certifies their compliance with approved specifications.

- 2.20 “Reimbursable Costs and Fees” means all fees and costs incurred by the City in connection with the City’s processing and review of the proposed Development Plan and the Subdivision Plats; and the City’s drafting, review, and execution of this Agreement as described in **Exhibit B**.
- 2.21 “Required Improvements” means the public and other improvements that the Developer is required to make to the Property as part of the annexation and subdivision approvals and pursuant to this Agreement, including without limitation improvements for streets, landscaping, parks, trails, drainage improvements, sidewalks, and utilities.
- 2.22 “Subdivision Plat” means Two Rivers Southside major subdivision of the Property approved by Resolution No. 2018-55.
- 2.23 “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 Contractual Relationship. The purpose of this Agreement is to establish a contractual relationship between the City and the Developer with respect to the Required Improvements for the Property and the provision of inclusionary housing. The terms, conditions, and obligations described herein are contractual obligations of the Parties, and the Developer waives any objection to the enforcement of the terms of this Agreement as contractual obligations.
- 3.2 Binding Agreement. This Agreement benefits and is binding upon the City, the Developer, and the Developer’s successor(s). The Developer’s obligations under this Agreement constitute a covenant running with the Property.
- 3.3. Reservation. To the extent that the City becomes aware of new information about the Property, and notwithstanding anything to the contrary herein, the City reserves the right to require new terms, conditions, or obligations with respect to the Required Improvements for the Property.

Section 4 – Development of Property

- 4.1 The City agrees to the Development of the Property, and the Developer agrees that it will Develop the Property, only in accordance with the terms and conditions of this Agreement

and all requirements of the City Code; the Little River Properties, LLC Annexation Agreement; Resolution No. 2018-55 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 December 18, 2018 constitutes approval of the site specific development plan and establishment of vested property rights for the project per Section 16-2-20 of the Code. An established vested property right precludes any zoning or land use action by the City or pursuant to an initiated measure which would alter, impair, prevent, diminish, impose a moratorium on development, or otherwise delay the development or use of the property as set forth in the approved site specific development plan.

Section 5 – Terms and Conditions for Development of Property

- 5.1 **Other Applicable Laws and Regulations.** All terms and conditions imposed by this Agreement are in addition to and not in place of any and all requirements of the City Code; the Little River Properties LLC Annexation Agreement; Resolution No. 2018-55 and all other applicable laws and regulations, including without limitation all City Ordinances and regulations, all State statutes and regulations, and all Federal laws and regulations.
- 5.2 **Term of Vested Property Rights.** Pursuant to Section 16-2-20(f)(2) of the Code the city is authorized to extend the term for vested property rights beyond three (3) years from the date of approval of the site specific development plan if warranted for reasons such as the size and phasing of the development. The term of the vested property rights for the Two Rivers Southside Subdivision shall be three (3) years from the approval of this agreement.
- 5.3 **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.
- 5.4 **Required Improvements.** Attached **Exhibit A**, which is incorporated herein by this reference, provides a detailed list of the Required Improvements for which the Developer is responsible, along with the reasonably estimated costs to complete construction and installation of those Required Improvements, including both labor and materials. The Required Improvements must be designed, built, and installed in conformity with the City's Public Works Manual and the City's Standard Specifications for Construction ("**Standard Specifications**"), and must be designed and approved by a registered professional engineer retained by the Developer. Before the Developer's commencement of construction or installation of the Required Improvements, the City Engineer or the City Engineer's designee must review and approve the drawings and plans for such improvements, which drawings and plans must be stamped by the engineer retained by the Developer. In addition to warranting the Required Improvements as described in paragraph 5.10 below, the

Developer shall perform routine maintenance on the Public Improvements for the duration of the Public Improvements Warranty Period and on the other Required Improvements for the duration of the Other Required Improvements Warranty Period.

- 5.5 Construction Standards. The Developer shall ensure that all construction is performed in accordance with this Agreement and with the City's rules, regulations, requirements, and criteria, and with industry standards governing such construction.
- 5.6 Observation of Development and Inspection of Required Improvements. The City may observe all Development on the Property, and may inspect and test each component of the Required Improvements. Consistent with Section 16-2-20(r) of the Land Use Code, the Developer shall reimburse the City for all costs associated with the City's observation of Development on the Property and inspection of the Required Improvements, and the City shall not give its written approval of the Required Improvements, as described in paragraph 5.7 below, until such costs have been reimbursed. Such observation and inspection may occur at any point before, during, or upon completion of construction.
- 5.7 City Engineer's Written Approval of Required Improvements. At the Developer's request, the City Engineer or the City Engineer's designee shall inspect the Required Improvements to ascertain whether they have been completed in conformity with the approved plans and specifications. The City Engineer or the City Engineer's designee shall confirm in writing the date(s) on which (i) individual Required Improvements have been completed in conformity with the approved plans and specifications, and (ii) all Public Improvements have been completed in conformity with the approved plans and specifications. The Developer shall make all corrections necessary to bring the Required Improvements into conformity with the approved plans and specifications.
- 5.8 Performance Guarantee. Before commencement of any further construction on the Required Improvements, the Developer shall furnish the City with an effective Performance Guarantee in the amount of 125% of the total estimated cost of completing the Required Improvements, as shown on **Exhibit A**. The total estimated cost of completing the Required Improvements, including both labor and materials, is \$2,396,888; therefore, the Performance Guarantee must be in an amount equal to \$2,996,110.
- 5.8.1 The Performance Guarantee must provide for payment to the City upon demand, based upon the City's written certified statement that the Developer has failed to construct, install, maintain, or repair, as required by this Agreement, any of the Required Improvements.
- 5.8.2 The Developer shall extend or replace the Performance Guarantee at least thirty days prior to its expiration. In the event that the Performance Guarantee expires, or the entity issuing the Performance Guarantee becomes non-qualifying, or the City reasonably determines that the cost of completing the Required Improvements is greater than the amount of the Performance Guarantee, then the City shall give written notice to the Developer of the deficiency, and within thirty days of receipt

of such notice, the Developer shall provide the City an increased or substituted Performance Guarantee that meets the requirements of this paragraph 5.8 and the Land Use Code.

- 5.8.3 Upon completion of portions of the Required Improvements ("Completed Improvements"), the Developer may apply to the City for a release of part of the Performance Guarantee. Any such application must include submittal of as-built drawings and a detailed cost breakdown of the Completed Improvements. Upon the City Engineer's inspection and written approval of the Completed Improvements in accordance with paragraph 5.6 above, and upon approval of the City Council, the City may authorize a release of the Performance Guarantee in the amount of 75% of the documented cost of the Completed Improvements.
- 5.8.4 Upon the City Engineer's inspection and written approval of all Required Improvements in accordance with paragraph 5.6 above, City Council shall authorize a release of the Performance Guarantee in the amount of 90% of the total estimated cost of all Required Improvements, as shown on **Exhibit A**.
- 5.8.5 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 5.10 below, City Council shall authorize a full release of the Performance Guarantee.
- 5.8.6 Failure to provide or maintain the Performance Guarantee in compliance with this paragraph 5.8 will constitute an event of default by the Developer under this Agreement. Such default will be subject to the remedies, terms, and conditions listed in Section 8 below, including without limitation the City's suspension of all activities, approvals, and permitting related to the Subdivision Plats.
- 5.9 Conveyance of Public Improvements. Within twenty-eight days of the City's final acceptance of the Public Improvements in accordance with paragraph 5.10 below, the Developer shall, at no cost to the City, do the following:
- 5.9.1 Execute and deliver to the City a good and sufficient bill of sale describing all of the Public Improvements constructed, connected, and installed by the Developer pursuant to this Agreement, together with all personal property relating to the Public Improvements ("Bill of Sale"). In the Bill of Sale, the Developer shall warrant the conveyance of the Public Improvements as free from any claim, demand, security interest, lien, or encumbrance whatsoever. Pursuant to Section 16-2-60(j) of the Land Use Code, acceptance of the Bill of Sale must be authorized by City Council.
- 5.9.2 Execute and deliver to the City a good and sufficient General Warranty Deed conveying to the City, free and clear of liens and encumbrances, all easements

necessary for the operation and maintenance of the Public Improvements to the extent the Public Improvements are not constructed within dedicated easements or rights-of-way as shown on the Two Rivers Southside major subdivision recorded at Reception No. _____.

- 5.9.3 Deliver to the City all engineering designs, current surveys, current field surveys, and as-built drawings and operation manuals for the Public Improvements and for all improvements made for utilities, or make reasonable provision for the same to be delivered to the City. The legal description of all utility service lines must be prepared by a registered land surveyor at the Developer's sole expense.
- 5.10 Warranty. The Developer shall warrant the Public Improvements for one year from the date that the City Engineer, in accordance with paragraph 5.6 above, approves the Public Improvements and certifies their compliance with approved specifications ("Public Improvements Warranty Period"). The Developer shall warrant all other Required Improvements for a period of two years from the date that the City Engineer, in accordance with paragraph 5.6 above, approves the other Required Improvements and certifies their compliance with approved specifications ("Other Required Improvements Warranty Period"). In the event of any defect in workmanship or quality during the Public Improvements Warranty Period or the Other Required Improvements Warranty Period, the Developer shall correct the defect in workmanship or material. In the event that any corrective work is performed by the Developer during either Warranty Period, the warranty on said corrected work will be extended for one year from the date on which it is completed. Should the Developer default in its obligation to correct any defect in workmanship or material during either the Public Improvements Warranty Period or the Other Required Improvements Warranty Period, the City will be entitled to draw on the Performance Guarantee and/or to pursue any other remedy described in Section 8 below.
- 5.11 Final Acceptance of Public Improvements. Upon expiration of the Public Improvements Warranty Period, and provided that any breaches of warranty have been cured and any defects in workmanship and/or materials have been corrected, the City shall issue its final written acceptance of the Public Improvements. Thereafter, the City shall maintain such Public Improvements.
- 5.12 Inspection Distinguished from Approval. Inspection, acquiescence, and/or verbal approval by any City official of the Development, at any particular time, will not constitute the City's approval of the Required Improvements as required hereunder. Such written approval will be given by the City only in accordance with paragraph 5.6 above.
- 5.13 Revegetation. Any area disturbed by construction must be promptly revegetated with Native Vegetation following completion of such work unless a building permit application has been requested for such area. In addition, the Developer shall control all Noxious Weeds within such area to the reasonable satisfaction of the City.
- 5.14 Local Utilities. In addition to the Required Improvements, the Developer shall install service lines for both on-site and off-site local utilities necessary to serve the Property,

including without limitation service lines for telephone, electricity, natural gas, cable television, and street lights. The Developer shall install such service lines underground to the maximum extent feasible. If such lines are placed in a street or alley, they must be in place prior to surfacing.

- 5.15 Landscape Improvements. Other Required Improvements are landscape improvements consisting of right of way and parkway landscaping in accordance with the requirements of the approved landscape improvement plan for the Subdivision and the requirements of Section 16-8-90 of the Land Use Code. The Developer or homeowner's association shall be responsible for the Other Required Improvements Warranty Period.
- 5.16 Drainage Improvements. As shown on **Exhibit A**, 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 Plan 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 Development 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 Development, the Developer shall take all necessary steps to control trash, debris, and erosion (whether from wind or water) on the Property. The Developer also shall take all necessary steps to prevent the transfer of mud or debris from construction sites on the Property onto public rights-of-way. If the City reasonably determines and gives the Developer written notice that such trash, debris, or erosion causes or is likely to cause damage or injury, or creates a nuisance, the Developer shall correct any actual or potential damage or injury and/or abate such nuisance within five working days of receiving such written notice. When, in the opinion of the City Administrator or Chief of Police, a nuisance constitutes an immediate and serious danger to the public health, safety, or welfare, or in the case of any nuisance in or upon any street or other public way or public ground in the City, the City has authority to summarily abate the nuisance without notice of any kind consistent with Section 7-1-60 of the City Code. Nothing in this paragraph limits or affects the remedies the City may pursue under Section 8 of this Agreement.

5.20 Compliance with Environmental Laws. During Development, the Developer shall comply with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including without limitation solid waste requirements and all requirements under the Federal Water Pollution Control Act, as amended ("Clean Water Act"); and shall comply with all requirements pertaining to the disposal or existence of any hazardous substances, pollutants, or contaminants as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder.

5.21 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. Consistent with Sections 16-2-10 and 16-2-60(r) of the Land Use Code, the Developer shall reimburse the City for all fees and costs incurred by the City in connection with the City's processing and review of the proposed Subdivision Plats, including without limitation processing and review of the Zoning and Subdivision Applications and supporting documentation, and the City's drafting, review, and execution of this Agreement ("Reimbursable Costs and Fees"). The Reimbursable Costs and Fees include but are not limited to the City's costs incurred for engineering, surveying, and legal services, including the services of outside City consultants and/or counsel; recording fees; printing and publication costs; and any and all other costs incurred by the City.

5.21.2 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 B**.

- 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.

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

Section 7 – Cost Recovery for Water and Sewer Main Extension

- 7.1 Pursuant to City Code Sections 13-2-160, the Developer shall be entitled to recover costs associated with construction of a portion of the Water Facilities, the extension of the water main necessary to extend City water service to the Property. The recovery costs associated with this Agreement will be determined by the following formula:

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

C = total cost of water main extension with hydrants (\$92,780);

P = linear feet of pipe extended (1,328 feet); and

F = linear feet of adjacent lot frontage (1,242 feet) (per **Exhibit D**).

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

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

- 7.2 Pursuant to City Code Sections 13-2-160, the Developer shall be entitled to recover costs associated with construction of a portion of the Wastewater Facilities, the extension of the wastewater main necessary to extend wastewater service to the Property. The recovery costs associated with this Agreement will be determined by the following formula:

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

C = total cost of sanitary sewer main extension with manholes (\$104,304);

P = linear feet of pipe extended (1,203 feet); and

F = linear feet of adjacent lot frontage (1,242 feet) (per **Exhibit D**).

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

The reimbursement costs will be allocated to any lot or parcel adjacent to the sanitary sewer main extension that taps into this extension (**Exhibit D**).

- 7.3 Pursuant to City Code Section 13-2-170, the Developer shall be entitled to recover costs associated with the upgrading the size of wastewater lines as a part of the Wastewater Facilities to serve future growth that occurs west of Highway 50. The recovery costs associated with this Agreement will be determined by the following formula:

Reimbursement Cost = $(CS2-CS1)P = \$20,451$ where

CS1 = cost of 8" sanitary sewer main extension per foot (\$68);
CS2 = cost of 12" sanitary sewer main extension per foot (\$85); and
P = linear feet of pipe extended (1,203 feet) (per **Exhibit D**).

The total cost for upgrading the wastewater lines shall be the difference of the costs of installing a 12" or 8" sanitary sewer main multiplied the length of extension. The total Reimbursement Cost shall be due upon connection to the sanitary sewer main to serve properties lying west of Highway 50.

- 7.4 The Developer has provided the City with supporting documentation (**Exhibit D**) to set a dollar amount per measurable unit to be charged subsequent owners for their proportionate share of the facilities. The recovery charge is subject to approval by the City and will be determined by the formulas given above.
- 7.5 The City shall provide written notice to the Developer of any application submitted to the City for connection to the Water or Wastewater Facilities, which applications will trigger recovery from a current or subsequent owner of property benefitted by said Water or Wastewater Facilities. The City will require recovery in the form of a system development fee surcharge from the current or subsequent owner of property benefitted by the Water or Wastewater Facilities as a condition of any future water service connection to said Water Facilities.
- 7.6 Recovery from current or subsequent owners of property benefitted by the Water Facilities will be limited to those properties that receive approval from the City for any application to connect to the Water or Wastewater Facilities within ten years of the date of this Agreement.
- 7.7 Nothing in this Agreement is to be construed as a commitment of financial liability to the Developer or of the City's required collection or payment of the amount claimed for recovery through participation of a subsequent owner; the City is merely agreeing to facilitate an acceptable approach for subsequent owners' participation in public improvement costs.

Section 8 – Inclusionary Housing

- 8.1 Agreement to Provide Affordable Housing Consistent with Article XIII of the Land Use Code within Lots 25 and 44. Developer hereby agrees to deed restrict Lots 25 and 44 for the construction of three (3) dwelling units on each lot 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:

- 8.1.1. Issuance of building permits for the construction of the affordable units on Lots 25 and 44 shall begin within five (5) years of the issuance of the first building permit for a principal residence within the subdivision.
 - 8.1.2. The units constructed within Lots 25 and 44 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.
 - 8.1.3 Developer agrees to record a deed restriction on Lots 25 and 44 that meets the requirements of Sections 16-13-20(a)(1) and (2) and (c) through (f) which defines income eligibility; permanency of restriction; comparable design of units; and good faith marketing requirements as agreed to by Parties.
- 8.2 Agreement to Provide Affordable Housing Consistent with Article XIII of the Land Use Code within Lot 48. Developer hereby agrees to deed restrict Lot 48 for the construction of 12.5% of the total dwelling units to be constructed on Lot 48, or three (3) dwelling units, whichever is greater, to 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:
- 8.2.1. Construction of the affordable units on Lot 48 shall be at the time of construction of the market rate units.
 - 8.2.2. The affordable units constructed within Lot 48 shall be comparable to the market rate 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.
 - 8.2.3 Developer agrees to record a deed restriction on Lot 48 that meets the requirements of Sections 16-13-20(a)(1) and (2) and (c) through (f) which defines income eligibility; permanency of restriction; comparable design of units; and good faith marketing requirements as agreed to by Parties.
 - 8.2.4 Pursuant to Section 16-13-50 of the Land Use Code, Lot 48 of the Two Rivers Southside subdivision shall be allowed the revised dimensional standards in the RMU district designated by footnotes 6 and 7 of Table 16-F regarding standards for projects meeting the inclusionary housing requirements of Article XIII of Chapter 16 of the Code, attached hereto as **Exhibit E**. The parking requirement for multi-family units constructed within Lot 48 shall be a minimum of one (1) space per unit.

Section 9 – Default by Developer and City’s Remedies

- 9.1 **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:
- 9.1.1 The refusal to issue any building permit or certificate of occupancy to the Developer.
- 9.1.2 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.
- 9.1.3 Suspension of all further activities, approvals, and permitting related to the Planned Development and the Subdivision Plats.
- 9.1.4 A demand that the Performance Guarantee be paid or honored.
- 9.1.5 Any other remedy available in equity or at law.
- 9.2 **Notice of Default.** Before taking remedial action hereunder, the City shall give written notice to the Developer of the nature of the default and an opportunity to be heard before the City Council concerning such default. No sooner than thirty days after the Developer’s receipt of the notice or any hearing before City Council, whichever occurs later, the City may take any and all remedial action consistent with this Agreement, the City Code, and the Land Use Code.
- 9.3 **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.
- 9.4 **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.
- 9.5 **Waiver.** Any waiver by the City of one or more terms of this Agreement will not constitute, and is not to be construed as constituting, a waiver of other terms. A waiver of any provision of this Agreement in any one instance will not constitute, and is not to be construed as constituting, a waiver of such provision in other instances. Nothing herein allows the City to waive any provision of the City Code or Land Use Code.
- 9.6 **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 10 – Indemnification and Release

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

10.2 Indemnification.

10.2.1 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; (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; (c) the City's required disposal of hazardous substances, pollutants, or contaminants; required cleanup necessitated by leaking underground storage tanks, excavation, and/or backfill of hazardous substances, pollutants, or contaminants; or environmental cleanup responsibilities of any nature whatsoever on, of, or related to the Dedicated Lands; provided that such disposal or cleanup obligations do not arise from any hazardous substance, pollutant, or contaminant generated or deposited by the City upon the Dedicated Lands; (d) any remedial action required of the City as a result of the Developer's violation of the Clean Water Act; or (e) any other item contained in this Agreement.

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

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

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

Section 11 – Representations and Warranties

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

11.1.1 **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.

11.1.2 **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.

11.1.3 **No litigation or adverse condition.** To the best of the Developer's knowledge, there is no pending or threatened litigation, administrative proceeding, or other claim pending or threatened against the Developer that, if decided or determined adversely, would have a material adverse effect on the ability of the Developer to meet its obligations under this Agreement; nor is there any fact or condition of the Property known to the Developer that may have a material adverse effect on the Developer's ability to Develop the Property as contemplated under the Planned Development or proposed in the Subdivision Plats.

11.1.4 **Compliance with environmental laws and regulations.** To the best of the Developer's knowledge, all property to be dedicated to the City hereunder (both in fee simple and in the form of easements) is in compliance with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including solid waste requirements and all requirements under the Clean Water Act; and all such dedicated property is in compliance with all requirements pertaining to the disposal or existence of any hazardous substances, pollutants, or contaminants as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder.

11.1.5 **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.

11.2 **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:

11.2.1 **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.

- 11.2.2 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.
- 11.2.3 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 Plats.
- 11.2.4 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 12– General Provisions

- 12.1 Waiver of Defects. In executing this Agreement, the Developer waives all objections it may have to any defects in the form or execution of this Agreement concerning the power of the City to impose conditions on the Developer as set forth herein. The Developer further waives all objections it may have to the procedure, substance, and form of the Ordinances or resolutions adopting this Agreement.
- 12.2 Final Agreement. This Agreement supersedes and controls all prior written and oral agreements and representations of the Parties with respect to a Subdivision Improvement; Confluence Road Water and Sewer Main Extension; and Inclusionary Housing Agreement associated with Development of the Property, and is the total integrated agreement between the Parties with respect to those subjects.
- 12.3 Modifications. This Agreement may be modified only by a subsequent written agreement executed by both Parties.
- 12.4 Voluntary Agreement. The Developer agrees to comply with all of the terms and conditions of this Agreement on a voluntary and contractual basis.
- 12.5 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.
- 12.6 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
Salida, CO 81201

Notice to the Developer: Southside LLC
Attn: Tom Pokorny, Managing Member
P.O. Box 745
Salida, CO 81201

- 12.7 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.
- 12.8 Recording. The City shall record this Agreement with the Clerk and Recorder of Chaffee County, Colorado, at the Developer's expense. Should any term of this Agreement be severed in accordance with paragraph 12.7 above, the Parties will cooperate to record an amended form of this Agreement evidencing which terms have been severed and which terms remain in full force and effect.
- 12.9 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, confers or is intended to confer any rights or remedies whatsoever upon any person or entity other than the City or the Developer.
- 12.10 No Waiver of Immunity. Nothing in this Agreement, express or implied, waives or is intended to waive the City's immunity under Colorado State law, including without limitation the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through -120.
- 12.11 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.
- 12.12 Subject to Annual Appropriation. Any financial obligation of the City arising under this Agreement and payable after the current fiscal year is contingent upon funds for that purpose being annually appropriated, budgeted, and otherwise made available by the City Council in its discretion. Nothing herein creates a multi-year fiscal obligation on behalf of the City.
- 12.13 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.

12.14 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.

Remainder of this page intentionally left blank. Signature pages follow.



CITY OF SALIDA, COLORADO

By:

PT Wood
Mayor PT Wood

ATTEST:

Erin Kelley
City Clerk/Deputy City Clerk

STATE OF COLORADO)
)ss
COUNTY OF CHAFFEE)

Acknowledged, subscribed, and sworn to before me this 5th day of MAY 2020
by P.T. Wood, as Mayor, and by Erin Kelley,
as Clerk, on behalf of the City of Salida, Colorado.

WITNESS my hand and official seal.

My Commission expires: 8-8-2023.



Katherine Smith
Notary Public

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Lori A Mitchell
Chaffee County Clerk

Item 10.

SOUTHSIDE LLC

By:

Tom Pokorny
Tom Pokorny, Managing Member

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

Acknowledged, subscribed, and sworn to before me this 21 day of MAY 2020 by
Thomas CRAIG Pokorny

WITNESS my hand and official seal. My Commission expires: 8-8-2023

Katherine Smith
Notary Public

KATHERINE SMITH
NOTARY PUBLIC - STATE OF COLORADO
Notary ID #20194030210
My Commission Expires 8/8/2023

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Lori A Mitchell
Chaffee County Clerk

W•E Walker Engineering

Morey Walker & Associates Engineering, Inc.

905 Camino Sierra Vista
Santa Fe, NM 87505
505-820-7990 Fax 505-820-3539

Engineer's Estimate of Probable Costs

Project: Two Rivers South Subdivision

Date: 3/10/2020

Item Number	Item Description	Unit	Quantity	Unit Cost	Total Cost
	Mobilization	L.S.	1	\$3,800.00	\$3,800
	Construction Staking	L.S.	1	\$15,000.00	\$15,000
EARTHWORK AND EROSION CONTROL					
	Unclassified Earthwork	L.S.	1	\$100,000.00	\$100,000
	Construction Entrance	C.Y.	75	\$25.00	\$1,875
	Silt Fence	Lin. Ft.	1800	\$4.00	\$7,200
	Straw Wattles	Each	20	\$6.00	\$120
	Earthen Swales	Lin. Ft.	500	\$4.00	\$2,000
	SWPPP	L.S.	1	\$15,000.00	\$15,000
SANITARY SEWER					
	8" Sanitary Sewer Main	Lin. Ft.	1699	\$68.00	\$115,532
	12" Sanitary Sewer Main	Lin. Ft.	842	\$85.00	\$71,570
	4' Sanitary Sewer Manhole	Each	11	\$4,500.00	\$49,500
	4" Sch 40 PVC Service	Each	69	\$1,150.00	\$79,350
	Sewer Cleanout	Each	1	\$1,000.00	\$1,000
	Sewer Main Concrete Encasements	Each	1	\$600.00	\$600
PUBLIC WATER					
	8" PVC Water Main	Lin. Ft.	4279	\$55.00	\$235,345
	Pressure Connection	Ea.	2	\$750.00	\$1,500
	Fire Hydrants with valve	Ea.	5	\$6,580.00	\$32,900
	Double Water Service	Ea.	32	\$2,750.00	\$88,000
	Single Water Service	Ea.	6	\$2,275.00	\$13,650
	Irrigation Tap	Ea.	2	\$2,275.00	\$4,550
GAS, ELECTRIC PHONE AND CABLE					
	Gas line and services	L.S.	1	\$85,000.00	\$85,000
	Electric lines, transformers and services	L.S.	1	\$110,000.00	\$110,000
STREETS AND SIDEWALKS					
	Subgrade and Base for Roads, Alleys and Sidewalks ¹	Sq. Ft.	147015	\$1.50	\$220,523
	Subgrade and Base for Curb and Gutter	Lin. Ft.	4658	\$8.00	\$37,264
	3" PMBP ²	Sq. Ft.	89830	\$2.40	\$215,592
	Stamped and Colored Concrete Crosswalk	Sq. Ft.	1877	\$13.00	\$24,401
	Concrete Sidewalk	Sq. Ft.	21034	\$6.00	\$126,204
	18" Curb and Gutter	Lin. Ft.	4658	\$25.00	\$116,450
	Concrete Aprons for Driveways	Each	16	\$600.00	\$9,600
	Concrete Aprons for Alley Entrances	Each	4	\$1,600.00	\$6,400
	Concrete Aprons and Pans at Intersections	Sq. Ft.	247	\$8.00	\$1,976
	Type 1 Handicap Ramps	Each	13	\$1,500.00	\$19,500
	Type 2 Handicap Ramps	Each	4	\$3,000.00	\$12,000
	Clean Backfill for Parkways	Sq. Ft.	4658	\$1.00	\$4,658

EXHIBIT A: Construction Costs
page 2 of 2

Item 10.

Stop signs	Each	3	\$300.00	\$900
Street Signs	Each	3	\$250.00	\$750
Street Lights	Each	6	\$12,500.00	\$75,000
STORM SEWER AND PONDING				
12" ADS Pipe	Lin. Ft.	226	\$60.00	\$13,560
8" ADS PIPE	Lin. Ft.	202	\$40.00	\$8,080
Drop Inlet	Each	2	\$3,200.00	\$6,400
Inline Drain	Each	4	\$1,600.00	\$6,400
Pond Excavations	C.Y.	16191	\$1.50	\$24,287
Rip Rap Pond Overflow	C.Y.	20	\$150.00	\$3,000
Sidewalk Culverts	Each	5	\$2,500.00	\$12,500
LANDSCAPING				
Street Trees, Plantings and Sprinklers	L.S.	1	\$35,000.00	\$35,000
Boulder Retaining Walls	Lin. Ft.	385	\$45.00	\$17,325

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Lori A Mitchell
Chaffee County Clerk

Subtotal	\$2,031,261
Inspection, Testing, Proj. Mgmt. (8%)	\$162,501
10% Contingencies	\$203,126
Total	\$2,396,888



Open Records Policy – Exhibit B
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.

ID		Task Name	Duration	Start	Finish	Predecessors	Resource Names	S
1		Demo, Grub, Clean	14 days	Mon 12/28/20	Thu 1/14/21		Nat Hab	
2		Rough Grade	45 days	Fri 1/15/21	Thu 3/18/21	1		
3		Erosion Control - Silt Fencing	4 days	Fri 3/19/21	Wed 3/24/21	2		
4		Rough Grade-Streets	21 days	Fri 3/19/21	Fri 4/16/21	2	G.T. Structural	
5		Water Main CR105	30 days	Mon 4/19/21	Fri 5/28/21	4	Laura Weilert	
6		Sewer line/manholes	60 days	Mon 5/31/21	Fri 8/20/21	5		
7		Water lines - services	90 days	Mon 8/23/21	Fri 12/24/21	6		
8		Utility Chases	7 days	Mon 12/27/21	Tue 1/4/22	7		
9		Curb & Gutter prep	30 days	Wed 1/5/22	Tue 2/15/22	8		
10		Pour Curb and Gutter	61 days	Wed 2/16/22	Wed 5/11/22	9		
11		Drainage Ponds - Rough-in	7 days	Thu 5/12/22	Fri 5/20/22	10		
12		Excel	28 days	Mon 5/23/22	Wed 6/29/22	11		
13		Atmos	28 days	Thu 6/30/22	Mon 8/8/22	12		
14		Sidewalks-prep and pour	78 days	Thu 5/12/22	Mon 8/29/22	10		
15		Road & Alley - base & compaction	20 days	Mon 12/27/21	Fri 1/21/22	7		
16		Asphalt Roads	14 days	Thu 5/12/22	Tue 5/31/22	10		
17		Crosswalks, ramps and aprons	20 days	Wed 6/1/22	Tue 6/28/22	16		
18		Street Signs	14 days	Tue 8/30/22	Fri 9/16/22	14		
19		Street Lights - Excel	21 days	Tue 8/30/22	Tue 9/27/22	14		
20		Landscaping- trees per code	90 days	Tue 8/30/22	Mon 1/2/23	14		

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Chaffee County ClerkProject: Trial ScheduleTom
Date: Tue 4/28/20

Task



Project Summary



Split



External Tasks



Progress



External Milestone



Milestone



Deadline



Summary



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Chaffee County Clerk**EXHIBIT D**
CONFLUENT STREET WATER/SEWER MAIN COSTS

DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT COST	TOTAL COST
Furnish and Install 8" C-900 PVC water main w/fittings	1,328.0	lin. ft.	55.00	\$ 73,040.00
Furnish and Install 8" PVC sewer main	1,203.0	lin. ft.	68.00	\$ 81,804.00
Furnish and install fire hydrant	3.0	per hydrant	6580.00	19,740.00
Furnish and Install manhole	5.0	per manhole	4500.00	22,500.00
		SUBTOTAL	SUBTOTAL	\$ 197,084.00
		TAX RATE	TAX RATE	
		SALES TAX	SALES TAX	
		TOTAL	TOTAL	\$ 197,084.00

CONFLUENT STREET WATER/SEWER MAIN REIMBURSABLE AMOUNTS

PARCEL #	OWNER	LENGTH OF STREET FRONTAGE	% OF TOTAL FRONTAGE	SHARE OF TOTAL COST
380709100079	Confluent Park Salida, LLC	590'	47.5%	\$93,622.22 /2 = <u>\$46,811.11</u>
380709100078	Confluent Park Salida, LLC	256'	20.6%	\$40,622.78 /2 = <u>\$20311.39</u>
380709100081	Ned Suesse	396'	31.9%	\$62,838.36 /2 = <u>\$31,419.18</u>
Total		1242'	100.0%	\$197,084.00

TABLE 16-F

Schedule of Dimensional Standards

Dimensional Standard	R-1	R-2	R-3	R-4	RMU	C-1	C-2	I
Min. lot size (sq. ft.)	7,500	5,625	5,625 5,063 ⁶ 3,750 ⁷	4,000 3,600 ⁶	5,625 5,063 ⁶ 3,750 ⁷	5,625 5,063 ⁶ 3,750 ⁷	N/A	5,625
Density (Min. lot sq. footage per principal dwelling unit)	3,750	3,125	2,400 2,100 ⁶	2,400 2,100 ⁶	3,125 2,734 ⁶	2,800 2,450 ⁶	N/A	2,800
Min lot size (sq. ft.)—attached units	N/A	3,125	2,400 2,160 ⁶	2,400 2,160 ⁶	3,125 2,812 ⁶	2,800 2,520 ⁶	N/A	2,800
Min. lot frontage	50'	37'-6"	37'-6" 25' ⁷	37'-6" 25' ⁷	37'-6" 25' ⁷	37'-6" 25' ⁷	No Req.	37'-6"
Min. lot frontage—attached units	N/A	20'	15'	15'	20'	20'	N/A	20'

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TABLE 16-F**Schedule of Dimensional Standards**

Dimensional Standard	R-1	R-2	R-3	R-4	RMU	C-1	C-2	I
Max. lot coverage: structures (additive coverage total for structures and uncovered parking cannot exceed 90% except in C-2)	35%	40%	45% 50% ⁶	45% 50% ⁶	45% 50% ⁶	60% 66% ⁶	100% ³	60%
Max. lot coverage: uncovered parking/access (additive coverage total for structures and uncovered parking cannot exceed 90% except in C-2) ⁵	10%	15%	25%	25%	25%	60%	No Req.	30%
Min. landscape area	55%	45%	30%	30%	30%	10%	No Req. ¹	10%
Min. setback from side lot line for a primary bldg.	8'	5'	5'	5'	5'	5'***	No Req.	5'***
Min. setback from side lot line for a detached accessory bldg.	3', 5', or 10' ⁸	3', 5', or 10' ⁸	3', 5', or 10' ⁸	3', 5', or 10' ⁸	3', 5', or 10' ⁸	3', 5', or 10' ⁸	No Req.	3', 5', or 10' ⁸

Item 10.

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Chaffee County Clerk**TABLE 16-F****Schedule of Dimensional Standards**

Dimensional Standard	R-1	R-2	R-3	R-4	RMU	C-1	C-2	I
Min. setback from rear lot line: principal bldg.	30'	20'	20'	15'	15'	5' ²	No Req.	5' ²
Min. setback from rear lot line: accessory bldg.	5'	5'	5'	5'	5'	5'	N/A	5'
Min. setback from front lot line ⁴	30'	20'	20'	15'	15'	10'	No Req.	10'
Max. building height for a primary bldg.	35'	35'	35'	35'	35'	35'	35'	35'
Max. building height for a detached accessory bldg.	25'	25'	25'	25'	25'	25'	25'	25'

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31 of 31 SUM R\$163.00 D\$0.00Lori A Mitchell
Chaffee County Clerk**TABLE 16-F****Schedule of Dimensional Standards**

Dimensional Standard	R-1	R-2	R-3	R-4	RMU	C-1	C-2	I
----------------------	-----	-----	-----	-----	-----	-----	-----	---

Notes:

- 1 If a property does not utilize the zero setback allowance, the minimum landscape area shall be ten (10) percent.
- 2 If the property adjoins a residential zone district, setbacks on the side and rear lot line shall be the same as those in the residential zone.
- 3 Existing structures are not required to meet off-street parking requirements. New structures and additions shall meet off-street parking requirements.
- 4 A covered porch may encroach into the front yard setback by twenty-five (25) percent.
- 5 If a front-loaded garage is set back at least ten (10) feet behind the primary street-facing building façade, the lot coverage between the garage entrance and the primary, street-facing building façade shall not be included in the calculation of lot coverage for uncovered parking/access.
- 6 Standards for inclusionary housing development per Section 16-13-50.
- 7 Fifteen (15) percent of the single-family lots within an inclusionary housing development may be twenty-five (25) feet by one hundred fifty (150) feet.
- 8 See Section 16-4-190(c) for a description of side lot line setbacks for all accessory buildings, including ADUs.

CITY OF SALIDA
ATTN: KRISTI JEFFERSON
448 E 1ST STREET STE 112
Salida, CO 81201

Item 10.

EXHIBIT E
SUBDIVISION IMPROVEMENT;
SCOTT STREET WATER FACILITIES REIMBURSEMENT;
AND INCLUSIONARY HOUSING AGREEMENT
Confluent Park Subdivision

THIS SUBDIVISION IMPROVEMENT; SCOTT STREET WATER FACILITIES REIMBURSEMENT; AND INCLUSIONARY HOUSING AGREEMENT (the "Agreement") is made and entered into this 18th day of August, 2020, by and between the CITY OF SALIDA, COLORADO, a Colorado statutory city ("City"), and Confluent Park Salida, LLC ("Developer") (each a "Party" and together the "Parties").

Section 1 - Recitals

- 1.1 The Developer represents that it is the fee title owner of certain lands known as the "Confluent Park Subdivision" consisting of 16.4 acres and more particularly described as Lots 1-4, Confluent Park Minor Subdivision as recorded at Reception No. 456722 at the Chaffee County Recorder's Office, which is incorporated herein by this reference (the "Property"). The Property is located within the boundaries of the City.
- 1.2 On January 21, 2020 the City Council adopted Ordinance No. 2020-01 amending the Vandaveer Ranch Planned Development and creating the Confluent Park development plan for Parcel VPA-5.
- 1.3 Ordinance No. 2020-01 required certain public improvements be constructed within the project; water system improvements off-site at Scott Street; and affordable housing requirements.
- 1.4 On July 7, 2020 the City Council approved the Confluent Park major subdivision consisting of the Property described herein by adoption of Resolution 2020-24; a condition of the approval requires entering into a subdivision improvement agreement pursuant to Section 16-2-60 of the Salida Municipal Code and further defines how the affordable housing requirements will be met.
- 1.5 On July 14, 2020, after conferring with both the Planning Commission and City Council, the staff approved an insubstantial modification of the Planned Development to allow phasing of certain public improvements pursuant to Section 16-7-150 (c) of the Salida Municipal Code.
- 1.6 Pursuant to City Code Sections 13-2-160 and 13-2-170, the Developer shall be entitled to recover costs associated with construction of a portion of the Water and Sewer Facilities, and the extension of the water and sewer mains necessary to extend City services to the Property.
- 1.7 Pursuant to Section 16-13-20 (g) of the Land Use Code residential developments must enter into an inclusionary housing development agreement with the City Council. Such

agreements may be part of a subdivision improvement agreement. The agreement shall address the total number of units; the number of affordable units provided; standards for parking, density and other development standards for projects meeting the requirements; design standards for the affordable units and any restrictive covenants necessary to carry out the purposes of the inclusionary housing requirements.

- 1.8 The City wishes to advance development within municipal boundaries in accordance with the City of Salida 2013 Comprehensive Plan adopted April 16, 2013, as it may be amended.
- 1.9 Pursuant to Section 16-2-60; 13-2-160 and 170; and 16-13-20 of the Land Use Code, the City and the Developer wish to enter into this Agreement to set forth their understanding concerning the terms and conditions for the construction of subdivision public improvements and other improvements; recovery of costs for extending a water line within Scott Street and for meeting the inclusionary housing requirements as required by Ordinance 2020-01.
- 1.10 The City and the Developer acknowledge that the terms and conditions hereinafter set forth are reasonable, within the authority of each to perform, and consistent with the City of Salida Comprehensive Plan.

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

Section 2 – Definitions

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

- 2.1 “Agreement” means this Subdivision Improvement; Scott Street Water Facilities Reimbursement; and Inclusionary Housing Agreement for Confluent Park. The Recitals in Section 1 above are fully incorporated into this Agreement and made a part hereof by this reference.
- 2.2 “City” means the City of Salida, a Colorado statutory City.
- 2.3 “City Administrator” means the City Administrator of the City of Salida, and the City Administrator’s designee.
- 2.4 “City Code” means the City of Salida Municipal Code.
- 2.5 “City Council” means the City Council of the City of Salida, Colorado.
- 2.6 “Dedicated Lands” means those lands the Developer will convey to the City for public use.
- 2.7 “Developer” means Confluent Park Salida LLC and its successor(s).
- 2.8 “Development” means all work on the Property required to transform the Property into the

Confluent Park major subdivision approved by the City by means of Resolution 2020-24. 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.”

- 2.9 “Drainage Plan” means the drainage system designed for the subdivision in accordance with Section 16-8-60 of the Land Use Code.
- 2.10 “Effective Date” means the date on which City Council adopted a resolution approving the execution of this Agreement. On the Effective Date, this Agreement will become binding upon and enforceable by the City and the Developer.
- 2.11 “Force Majeure” means acts of God, fire, abnormal weather, explosion, riot, war, labor disputes, terrorism, or any other cause beyond the applicable Party’s reasonable control. A lack of money or inability to obtain financing does not constitute Force Majeure.
- 2.12 “Land Use Code” means the City’s Land Use and Development Code, Title 16 of the City Code.
- 2.13 “Native Vegetation” means “native plant” as defined in the Colorado Noxious Weed Act, C.R.S. § 35-5.5-103(15).
- 2.14 “Noxious Weed” takes the meaning given to that term in the Colorado Noxious Weed Act, C.R.S. § 35-5.5-103(16).
- 2.15 “Other Required Improvements Warranty Period” means a period of two years from the date that the City Engineer or the City Engineer’s designee, in accordance with the terms and conditions of paragraph 5.10 below, approves the Required Improvements that are not Public Improvements, and certifies their compliance with approved specifications.
- 2.16 “Performance Guarantee” means cash, a letter of credit, a cash bond, a performance bond, or other security acceptable to the City Attorney to secure the Developer’s construction and installation of the Required Improvements, in an amount equal to 125% of the estimated cost of completing said Required Improvements.
- 2.17 “Property” means the land that is known as the Confluent Park major subdivision and described as Lots 1-4 of the Confluent Park Minor Subdivision as recorded at Reception No. 456722 at the Chaffee County Recorder’s Office.
- 2.18 “Public Improvements” means Required Improvements constructed and installed by the Developer and dedicated to the City in accordance with this Agreement, including without limitation water mains, water service lines, water laterals, fire hydrants, and other water distribution facilities; irrigation lines and facilities; wastewater collection mains, lines,

laterals, and related improvements; drainage facilities in public rights-of-way; handicap ramp improvements; and required curbs, sidewalks, and street improvements. The Required Improvements that are also Public Improvements are identified on attached **Exhibit A**.

- 2.19 **“Public Improvements Warranty Period”** means a period of one year from the date that the City Engineer or the City Engineer’s designee, in accordance with the terms and conditions of paragraph 5.10 below, approves the Public Improvements and certifies their compliance with approved specifications.
- 2.20 **“Reimbursable Costs and Fees”** means all fees and costs incurred by the City in connection with the City’s processing and review of the proposed Development Plan and the Subdivision Plats; and the City’s drafting, review, and execution of this Agreement as described in **Exhibit A**.
- 2.21 **“Required Improvements”** means the public and other improvements that the Developer is required to make to the Property as part of the annexation and subdivision approvals and pursuant to this Agreement, including without limitation improvements for streets, landscaping, parks, trails, drainage improvements, sidewalks, and utilities.
- 2.22 **“Subdivision Plat”** means the Confluent Park major subdivision of the Property approved by Resolution No. 2020-24.
- 2.23 **“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 **Contractual Relationship**. The purpose of this Agreement is to establish a contractual relationship between the City and the Developer with respect to the Required Improvements for the Property and the provision of inclusionary housing. The terms, conditions, and obligations described herein are contractual obligations of the Parties, and the Developer waives any objection to the enforcement of the terms of this Agreement as contractual obligations.
- 3.2 **Binding Agreement**. This Agreement benefits and is binding upon the City, the Developer, and the Developer’s successor(s). The Developer’s obligations under this Agreement constitute a covenant running with the Property.
- 3.3. **Reservation**. To the extent that the City becomes aware of new information about the Property, and notwithstanding anything to the contrary herein, the City reserves the right

to require new terms, conditions, or obligations with respect to the Required Improvements for the Property.

Section 4 – Development of Property

- 4.1 The City agrees to the Development of the Property, and the Developer agrees that it will Develop the Property, only in accordance with the terms and conditions of this Agreement and all requirements of the City Code; the Confluent Park Planned Development Ordinance 2020-01 and major subdivision Resolution No. 2020-24 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 July 7, 2020 constitutes approval of the site specific development plan and establishment of vested property rights for the project per Section 16-2-20 of the Code. An established vested property right precludes any zoning or land use action by the City or pursuant to an initiated measure which would alter, impair, prevent, diminish, impose a moratorium on development, or otherwise delay the development or use of the property as set forth in the approved site specific development plan.

Section 5 – Terms and Conditions for Development of Property

- 5.1 Other Applicable Laws and Regulations. All terms and conditions imposed by this Agreement are in addition to and not in place of any and all requirements of the City Code; the Confluent Park Planned Development Ordinance 2020-01; Resolution No. 2020-24 and all other applicable laws and regulations, including without limitation all City Ordinances and regulations, all State statutes and regulations, and all Federal laws and regulations.
- 5.2 Term of Vested Property Rights. Pursuant to Section 16-2-20(f)(2) of the Code the city is authorized to extend the term for vested property rights beyond three (3) years from the date of approval of the site specific development plan if warranted for reasons such as the size and phasing of the development. The term of the vested property rights for the Confluent Park major subdivision shall be three (3) years from the approval of this agreement.
- 5.3 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.
- 5.4 Required Improvements. Attached **Exhibit A**, which is incorporated herein by this reference, provides a detailed list of the Required Improvements for which the Developer is responsible, along with the reasonably estimated costs to complete construction and installation of those Required Improvements, including both labor and materials. The

Required Improvements must be designed, built, and installed in conformity with the City's Public Works Manual and the City's Standard Specifications for Construction ("Standard Specifications"), and must be designed and approved by a registered professional engineer retained by the Developer. Before the Developer's commencement of construction or installation of the Required Improvements, the City Engineer or the City Engineer's designee must review and approve the drawings and plans for such improvements, which drawings and plans must be stamped by the engineer retained by the Developer. In addition to warranting the Required Improvements as described in paragraph 5.10 below, the Developer shall perform routine maintenance on the Public Improvements for the duration of the Public Improvements Warranty Period and on the other Required Improvements for the duration of the Other Required Improvements Warranty Period.

- 5.5 Construction Standards. The Developer shall ensure that all construction is performed in accordance with this Agreement and with the City's rules, regulations, requirements, and criteria, and with industry standards governing such construction.
- 5.6 Observation of Development and Inspection of Required Improvements. The City may observe all Development on the Property, and may inspect and test each component of the Required Improvements. Consistent with Section 16-2-20(r) of the Land Use Code, the Developer shall reimburse the City for all costs associated with the City's observation of Development on the Property and inspection of the Required Improvements, and the City shall not give its written approval of the Required Improvements, as described in paragraph 5.7 below, until such costs have been reimbursed. Such observation and inspection may occur at any point before, during, or upon completion of construction.
- 5.7 City Engineer's Written Approval of Required Improvements. At the Developer's request, the City Engineer or the City Engineer's designee shall inspect the Required Improvements to ascertain whether they have been completed in conformity with the approved plans and specifications. The City Engineer or the City Engineer's designee shall confirm in writing the date(s) on which (i) individual Required Improvements have been completed in conformity with the approved plans and specifications, and (ii) all Public Improvements have been completed in conformity with the approved plans and specifications. The Developer shall make all corrections necessary to bring the Required Improvements into conformity with the approved plans and specifications.
- 5.8 Performance Guarantee. Before commencement of any further construction on the Required Improvements, the Developer shall furnish the City with an effective Performance Guarantee in the amount of 125% of the total estimated cost of completing each phase of the Required Improvements, as shown on **Exhibit A**. The total estimated cost of completing every phase of the Required Improvements, including both labor and materials, is \$1,682,360. Therefore, the Performance Guarantee for Phase 1 must be in an amount equal to \$982,162.50; the Performance Guarantee for Phase 2 must be in an amount equal to \$539,042.50 and the Performance Guarantee for Phase 3 must be in an amount equal to \$581,745.00.

- 5.8.1 The Performance Guarantee must provide for payment to the City upon demand, based upon the City's written certified statement that the Developer has failed to construct, install, maintain, or repair, as required by this Agreement, any of the Required Improvements.
- 5.8.2 The Developer shall extend or replace the Performance Guarantee at least thirty days prior to its expiration. In the event that the Performance Guarantee expires, or the entity issuing the Performance Guarantee becomes non-qualifying, or the City reasonably determines that the cost of completing the Required Improvements is greater than the amount of the Performance Guarantee, then the City shall give written notice to the Developer of the deficiency, and within thirty days of receipt of such notice, the Developer shall provide the City an increased or substituted Performance Guarantee that meets the requirements of this paragraph 5.8 and the Land Use Code.
- 5.8.3 Upon completion of portions of the Required Improvements ("Completed Improvements"), the Developer may apply to the City for a release of part of the Performance Guarantee. Any such application must include submittal of as-built drawings and a detailed cost breakdown of the Completed Improvements. Upon the City Engineer's inspection and written approval of the Completed Improvements in accordance with paragraph 5.6 above, and upon approval of the City Council, the City may authorize a release of the Performance Guarantee in the amount of 75% of the documented cost of the Completed Improvements.
- 5.8.4 Upon the City Engineer's inspection and written approval of all Required Improvements in each Phase in accordance with paragraph 5.7 above, City Council shall authorize a release of the Performance Guarantee in the amount of 90% of the total estimated cost of all Required Improvements, as shown on **Exhibit A**.
- 5.8.5 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 that phase in accordance with paragraph 5.10 below, City Council shall authorize a full release of the Performance Guarantee.
- 5.8.6 Failure to provide or maintain the Performance Guarantee in compliance with this paragraph 5.8 will constitute an event of default by the Developer under this Agreement. Such default will be subject to the remedies, terms, and conditions listed in Section 8 below, including without limitation the City's suspension of all activities, approvals, and permitting related to the Subdivision Plats.
- 5.9 Conveyance of Public Improvements. Within twenty-eight days of the City's final acceptance of the Public Improvements in accordance with paragraph 5.10 below, the Developer shall, at no cost to the City, do the following:

- 5.9.1 Execute and deliver to the City a good and sufficient bill of sale describing all of the Public Improvements constructed, connected, and installed by the Developer pursuant to this Agreement, together with all personal property relating to the Public Improvements ("Bill of Sale"). In the Bill of Sale, the Developer shall warrant the conveyance of the Public Improvements as free from any claim, demand, security interest, lien, or encumbrance whatsoever. Pursuant to Section 16-2-60(j) of the Land Use Code, acceptance of the Bill of Sale must be authorized by City Council.
- 5.9.2 Execute and deliver to the City a good and sufficient General Warranty Deed conveying to the City, free and clear of liens and encumbrances, all easements necessary for the operation and maintenance of the Public Improvements to the extent the Public Improvements are not constructed within dedicated easements or rights-of-way as shown on the Confluent Park major subdivision recorded at Reception No. _____.
- 5.9.3 Deliver to the City all engineering designs, current surveys, current field surveys, and as-built drawings and operation manuals for the Public Improvements and for all improvements made for utilities, or make reasonable provision for the same to be delivered to the City. The legal description of all utility service lines must be prepared by a registered land surveyor at the Developer's sole expense.
- 5.10 Warranty. The Developer shall warrant the Public Improvements for one year from the date that the City Engineer, in accordance with paragraph 5.7 above, approves the Public Improvements and certifies their compliance with approved specifications ("Public Improvements Warranty Period"). The Developer shall warrant all other Required Improvements for a period of two years from the date that the City Engineer, in accordance with paragraph 5.6 above, approves the other Required Improvements and certifies their compliance with approved specifications ("Other Required Improvements Warranty Period"). In the event of any defect in workmanship or quality during the Public Improvements Warranty Period or the Other Required Improvements Warranty Period, the Developer shall correct the defect in workmanship or material. In the event that any corrective work is performed by the Developer during either Warranty Period, the warranty on said corrected work will be extended for one year from the date on which it is completed. Should the Developer default in its obligation to correct any defect in workmanship or material during either the Public Improvements Warranty Period or the Other Required Improvements Warranty Period, the City will be entitled to draw on the Performance Guarantee and/or to pursue any other remedy described in Section 8 below.
- 5.11 Final Acceptance of Public Improvements. Upon expiration of the Public Improvements Warranty Period, and provided that any breaches of warranty have been cured and any defects in workmanship and/or materials have been corrected, the City shall issue its final written acceptance of the Public Improvements. Thereafter, the City shall maintain such Public Improvements.

- 5.12 Inspection Distinguished from Approval. Inspection, acquiescence, and/or verbal approval by any City official of the Development, at any particular time, will not constitute the City's approval of the Required Improvements as required hereunder. Such written approval will be given by the City only in accordance with paragraph 5.7 above.
- 5.13 Revegetation. Any area disturbed by construction must be promptly revegetated with Native Vegetation following completion of such work unless a building permit application has been requested for such area. In addition, the Developer shall control all Noxious Weeds within such area to the reasonable satisfaction of the City.
- 5.14 Local Utilities. In addition to the Required Improvements, the Developer shall install service lines for both on-site and off-site local utilities necessary to serve the Property, including without limitation service lines for telephone, electricity, natural gas, cable television, and street lights. The Developer shall install such service lines underground to the maximum extent feasible. If such lines are placed in a street or alley, they must be in place prior to surfacing.
- 5.15 Landscape Improvements. Other Required Improvements are landscape improvements consisting of right of way and parkway landscaping in accordance with the requirements of the approved landscape improvement plan for the Subdivision and the requirements of Section 16-8-90 of the Land Use Code. The Developer or homeowner's association shall be responsible for the Other Required Improvements Warranty Period.
- 5.16 Drainage Improvements. As shown on **Exhibit A**, 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 Plan 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 Development 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 Development, the Developer shall take all necessary steps to control trash, debris, and erosion (whether from wind or water) on the Property. The Developer also shall take all necessary steps to prevent the transfer of mud or debris from construction sites on the Property onto public rights-of-way. If the City reasonably determines and gives the Developer written notice that such trash, debris, or erosion causes or is likely to cause damage or injury, or creates a nuisance, the Developer shall correct any actual or potential damage or injury and/or abate such nuisance within five working days of receiving such written notice. When, in the opinion of the City Administrator or Chief of Police, a nuisance constitutes an immediate and serious danger to the public health, safety, or welfare, or in the case of any nuisance in or upon any street or other public way or public ground in the City, the City has authority to summarily abate the nuisance without notice of any kind consistent with Section 7-1-60 of the City Code. Nothing in this paragraph limits or affects the remedies the City may pursue under Section 8 of this Agreement.
- 5.20 Compliance with Environmental Laws. During Development, the Developer shall comply with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including without limitation solid waste requirements and all requirements under the Federal Water Pollution Control Act, as amended ("Clean Water Act"); and shall comply with all requirements pertaining to the disposal or existence of any hazardous substances, pollutants, or contaminants as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder.
- 5.21 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. Consistent with Sections 16-2-10 and 16-2-60(r) of the Land Use Code, the Developer shall reimburse the City for all fees and costs incurred by the City in connection with the City's processing and review of the proposed Subdivision Plats, including without limitation processing and review of the Zoning and Subdivision Applications and supporting documentation, and the City's drafting, review, and execution of this Agreement ("Reimbursable Costs and Fees"). The Reimbursable Costs and Fees include but

are not limited to the City's costs incurred for engineering, surveying, and legal services, including the services of outside City consultants and/or counsel; recording fees; printing and publication costs; and any and all other costs incurred by the City.

- 5.21.2 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 B**.
- 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.

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 and installation of the Required Improvements will occur ("Construction Schedule"). If the Developer fails to commence or to complete any phase of construction and installation of the Required Improvements in compliance with the Construction Schedule, the City will take action in accordance with Section 16-2-60(e) of the Land Use Code.
- 6.2 Site Restoration. If the Developer fails to commence or complete construction and installation of the Required Improvements in accordance with the Construction Schedule, the Developer nonetheless shall complete all site restoration work necessary to protect the health, safety, and welfare of the City's residents and the aesthetic integrity of the Property

(“Site Restoration Improvements”). Site Restoration Improvements will include, at minimum, all excavation reclamation, slope stabilization, and landscaping improvements identified as Required Improvements on **Exhibit A**.

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

Section 7 – Cost Recovery for Water Facilities

- 7.1 Pursuant to City Code Sections 13-2-160, the Developer shall be entitled to recover costs associated with construction of a portion of the Water Facilities, the extension of the water main necessary to extend City water service to the Property. The recovery costs associated with this Agreement will be determined by the following formula:

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

C = total cost of water main extension with hydrants (\$62,440);
P = linear feet of pipe extended (709 feet); and
F = linear feet of adjacent lot frontage (1,257 feet per **Exhibit D**).

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

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

- 7.2 A part of the Water Facilities to be installed in Scott Street includes a Pressure Reducing Valve (PRV) that serves the subject site and other parcels (“Contributing Properties”) in the vicinity as shown in **Exhibit E**. The Confluent Park minimum share shall be \$67,914.57. To the greatest extent possible, the City will condition future annexations or land use approvals that increase the development levels above the Approved status for contributing properties to require reimbursements in the amounts shown in **Exhibit E** and to be collected as described below.
- 7.3 The City shall provide written notice to the Developer of any application submitted to the City for connection to the Water Facilities, which applications will trigger recovery from a current or subsequent owner of property benefitted by said Water Facilities. The City will require recovery in the form of a system development fee surcharge from the current or subsequent owner of property benefitted by the Water Facilities as a condition of any future water service connection to said Water Facilities.

- 7.4 Recovery from current or subsequent owners of property benefitted by the Water Facilities will be limited to those properties that receive approval from the City for any application to connect to the Water or Wastewater Facilities within ten years of the date of this Agreement.
- 7.5 Nothing in this Agreement is to be construed as a commitment of financial liability to the Developer or of the City's required collection or payment of the amount claimed for recovery through participation of a subsequent owner; the City is merely agreeing to facilitate an acceptable approach for subsequent owners' participation in public improvement costs.

Section 8 – Inclusionary Housing

- 8.1 Agreement to Provide Affordable Housing Consistent with Article XIII of the Land Use Code within Confluent Park. Per the conditions of Ordinance 2020-01, Developer hereby agrees to provide affordable housing units within the project and be afforded the revised standards as described below:
- 8.1.1. Lot 1 shall be legally restricted for up to 60 affordable rental apartments for households earning 60% or less of the Area Median Income (AMI) for Chaffee County as defined by the Colorado Housing Finance Authority (CHFA).
- 8.1.2. Upon issuance of a building permit for Lot 1 in conformance with the above requirements, credit for affordable units greater than 37 may be used to meet the affordable housing requirements for residential development within the Angel View Minor Subdivision recorded at Reception No. 428085. If this equals 100% or greater of the required affordable housing for the build-out of Angel View, the project will be afforded additional density only for R-3 as defined by Section 16-13-50. These provisions shall be defined by separate agreement for Angel View project.
- 8.1.3 If residential building permits are issued within Angel View or Confluent Park prior to issuance of building permits within Lot 1, then developer shall submit the inclusionary housing in-lieu fee for said units, to be held in escrow until construction begins on Lot 1.
- 8.1.4 Development Standards shall be as adopted in the Narrative and Planned Development Site Plan for Confluent Park (Exhibit B of Ordinance 2020-01).

Section 9 – Default by Developer and City's Remedies

- 9.1 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:

- 9.1.1 The refusal to issue any building permit or certificate of occupancy to the Developer.
- 9.1.2 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.
- 9.1.3 Suspension of all further activities, approvals, and permitting related to the Planned Development and the Subdivision Plats.
- 9.1.4 A demand that the Performance Guarantee be paid or honored.
- 9.1.5 Any other remedy available in equity or at law.
- 9.2 Notice of Default. Before taking remedial action hereunder, the City shall give written notice to the Developer of the nature of the default and an opportunity to be heard before the City Council concerning such default. No sooner than thirty days after the Developer's receipt of the notice or any hearing before City Council, whichever occurs later, the City may take any and all remedial action consistent with this Agreement, the City Code, and the Land Use Code.
- 9.3 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.
- 9.4 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.
- 9.5 Waiver. Any waiver by the City of one or more terms of this Agreement will not constitute, and is not to be construed as constituting, a waiver of other terms. A waiver of any provision of this Agreement in any one instance will not constitute, and is not to be construed as constituting, a waiver of such provision in other instances. Nothing herein allows the City to waive any provision of the City Code or Land Use Code.
- 9.6 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 10 – Indemnification and Release

- 10.1 Release of Liability. The Developer acknowledges that the City cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the City Code, City Ordinances, and the laws of the State of Colorado. The Developer further acknowledges that it acts at its own risk with respect to relying or acting upon any representation or undertaking by the City or its officers or agents or their

designees. Accordingly, the Developer expressly waives and releases any current or future claims related to or arising from any such representation or undertaking by the City or its officers or agents or their designees.

10.2 Indemnification.

10.2.1 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; (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; (c) the City's required disposal of hazardous substances, pollutants, or contaminants; required cleanup necessitated by leaking underground storage tanks, excavation, and/or backfill of hazardous substances, pollutants, or contaminants; or environmental cleanup responsibilities of any nature whatsoever on, of, or related to the Dedicated Lands; provided that such disposal or cleanup obligations do not arise from any hazardous substance, pollutant, or contaminant generated or deposited by the City upon the Dedicated Lands; (d) any remedial action required of the City as a result of the Developer's violation of the Clean Water Act; or (e) any other item contained in this Agreement.

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

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

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

Section 11 – Representations and Warranties

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

11.1.1 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.

- 11.1.2 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.
- 11.1.3 No litigation or adverse condition. To the best of the Developer's knowledge, there is no pending or threatened litigation, administrative proceeding, or other claim pending or threatened against the Developer that, if decided or determined adversely, would have a material adverse effect on the ability of the Developer to meet its obligations under this Agreement; nor is there any fact or condition of the Property known to the Developer that may have a material adverse effect on the Developer's ability to Develop the Property as contemplated under the Planned Development or proposed in the Subdivision Plats.
- 11.1.4 Compliance with environmental laws and regulations. To the best of the Developer's knowledge, all property to be dedicated to the City hereunder (both in fee simple and in the form of easements) is in compliance with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including solid waste requirements and all requirements under the Clean Water Act; and all such dedicated property is in compliance with all requirements pertaining to the disposal or existence of any hazardous substances, pollutants, or contaminants as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder.
- 11.1.5 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.
- 11.2 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:
- 11.2.1 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.
- 11.2.2 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.
- 11.2.3 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 Plats.

11.2.4 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 12– General Provisions

- 12.1 Waiver of Defects. In executing this Agreement, the Developer waives all objections it may have to any defects in the form or execution of this Agreement concerning the power of the City to impose conditions on the Developer as set forth herein. The Developer further waives all objections it may have to the procedure, substance, and form of the Ordinances or resolutions adopting this Agreement.
- 12.2 Final Agreement. This Agreement supersedes and controls all prior written and oral agreements and representations of the Parties with respect to a Subdivision Improvement; Confluence Road Water and Sewer Main Extension; and Inclusionary Housing Agreement associated with Development of the Property, and is the total integrated agreement between the Parties with respect to those subjects.
- 12.3 Modifications. This Agreement may be modified only by a subsequent written agreement executed by both Parties.
- 12.4 Voluntary Agreement. The Developer agrees to comply with all of the terms and conditions of this Agreement on a voluntary and contractual basis.
- 12.5 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.
- 12.6 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
Salida, CO 81201

Notice to the Developer: Confluent Park Salida, LLC
Attn: Walt Harder, Managing Member
130 W. 2nd Street, Suite 1
Salida, CO 81201

- 12.7 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.
- 12.8 Recording. The City shall record this Agreement with the Clerk and Recorder of Chaffee County, Colorado, at the Developer's expense. Should any term of this Agreement be severed in accordance with paragraph 12.7 above, the Parties will cooperate to record an amended form of this Agreement evidencing which terms have been severed and which terms remain in full force and effect.
- 12.9 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, confers or is intended to confer any rights or remedies whatsoever upon any person or entity other than the City or the Developer.
- 12.10 No Waiver of Immunity. Nothing in this Agreement, express or implied, waives or is intended to waive the City's immunity under Colorado State law, including without limitation the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through -120.
- 12.11 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.
- 12.12 Subject to Annual Appropriation. Any financial obligation of the City arising under this Agreement and payable after the current fiscal year is contingent upon funds for that purpose being annually appropriated, budgeted, and otherwise made available by the City Council in its discretion. Nothing herein creates a multi-year fiscal obligation on behalf of the City.
- 12.13 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.
- 12.14 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.

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19 of 27 SUAG R\$143.00 D\$0.00

Lori A M
Chaffee County Clerk

Item 10.

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20 of 27 SUAG R\$143.00 D\$0.00

Lori A M
Chaffee County Clerk

Item 10.

CITY OF SALIDA, COLORADO

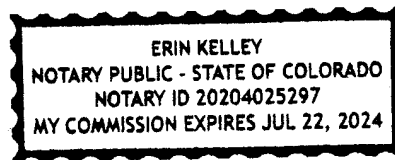
By:

PT Wood
Mayor PT Wood

ATTEST:

Erin Kelley
City Clerk/Deputy City Clerk

STATE OF COLORADO)
)ss
COUNTY OF CHAFFEE)



Acknowledged, subscribed, and sworn to before me this 18th day of August 2020
by P.T Wood, as Mayor, and by Erin Kelley,
as Clerk, on behalf of the City of Salida, Colorado.

WITNESS my hand and official seal.

My Commission expires: July 22, 2024.

Erin Kelley
Notary Public

470651

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21 of 27 SUAG R\$143.00 D\$0.00

Lori A Mitchell
Chaffee County Clerk

Item 10.

Confluent Park Salida, LLC

By:

W. Harder
Walt Harder, Managing Member

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

Acknowledged, subscribed, and sworn to before me this 19th day of November 2020 by
Walt Harder

WITNESS my hand and official seal. My Commission expires: April 15, 2021

Kristi A. Jefferson
Notary Public

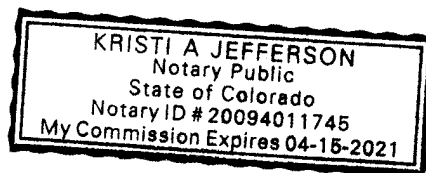


EXHIBIT A

470651

Lori A Mitchell
Chaffee County Clerk470651 5/18/2021 3:20 PM
22 of 27 SUAG R\$143.00 D\$0.00

Engineer's Opinion of Probable Cost CONFLUENT PARK									
Prepared by: Crabtree Group, Inc.									
Owner: Confluent Park Salida, LLC									
July 31, 2020									
Item	Phase 1 Qty	Phase 2 Qty	Phase 3 Qty	Unit	Description	Unit Cost	Phase 1 Total Cost	Phase 2 Total Cost	Phase 3 Total Cost
Streets									
21	65	0	0	LF	Sawcut Asphalt To Provide Clean Edge For Paving	\$ 4.00	\$ 260.00	\$ -	\$ -
22	101	0	0	SY	Remove & Dispose of Existing (Sawcut) Asphalt	\$ 4.00	\$ 404.00	\$ -	\$ -
23	1490	1577	1047	LF	Furnish & Install 30" "Catch" Curb & Gutter	\$ 33.00	\$ 49,170.00	\$ 52,041.00	\$ 34,551.00
24	0	0	2	EA	Construct Curb Opening	\$ 300.00	\$ -	\$ -	\$ 600.00
25	64	30	67	LF	Furnish & Install 4" Wide Concrete Ribbon Gutter	\$ 35.00	\$ 2,240.00	\$ 1,050.00	\$ 2,345.00
26	36	0	0	SY	Furnish & Install 6" Thick Patterned Concrete Crosswalk	\$ 125.00	\$ 4,500.00	\$ -	\$ -
27	2649	2519	2472	SY	Furnish & Install 3" Thick AC Paving Over 6" Class 6 Agg Base	\$ 32.00	\$ 84,768.00	\$ 80,608.00	\$ 79,104.00
28	1684	1189	1047	SY	Furnish & Install 4" Thick Concrete Sidewalk Over 4" Class 6 Agg Base	\$ 70.00	\$ 117,880.00	\$ 83,230.00	\$ 73,290.00
29	8	3	2	EA	Furnish & Install Type 1A ADA Curb Ramp	\$ 2,000.00	\$ 16,000.00	\$ 6,000.00	\$ 4,000.00
30	0	2	1	EA	Furnish & Install Type 2 ADA Curb Ramp	\$ 5,000.00	\$ -	\$ 10,000.00	\$ 5,000.00
31	54	161	27	SY	Furnish & Install Type 1 Concrete Driveway	\$ 85.00	\$ 4,590.00	\$ 13,685.00	\$ 2,295.00
32	744	905	748	SY	Furnish & Install 3" Thick Decorative Rock Planter	\$ 7.00	\$ 5,208.00	\$ 6,335.00	\$ 5,236.00
33	1	1	2	EA	Furnish & Install MUTCD R1-1 "Stop" Sign	\$ 500.00	\$ 500.00	\$ 500.00	\$ 1,000.00
					Furnish & Install Greenshine NSB Series, Single Davit Solar Street Light And Foundation	\$ 7,500.00	\$ 15,000.00	\$ 15,000.00	\$ 7,500.00
34	2	2	1	EA	Furnish & Install 18" Dia. Nyloplast Drain Basin W/Traffic-Rated Curb Inlet Grate	\$ 4,000.00	\$ 4,000.00	\$ -	\$ -
35	1	0	0	EA	Furnish & Install 8" Diameter ADS N-12 HDPE Drain Pipe	\$ 45.00	\$ 1,350.00	\$ -	\$ -
36	30	0	0	LF	Furnish & Install 12" Thick River Rock Energy Dissipater	\$ 15.00	\$ 960.00	\$ 960.00	\$ -
37	64	64	0	SF					
38	0	960	0	SY	Furnish & Install 6" Class 6 Compacted Aggregate Base Alley/Road	\$ 10.00	\$ -	\$ 9,600.00	\$ -
39	2	0	10	SY	Furnish & Install Concrete Spandrel	\$ 120.00	\$ 240.00	\$ -	\$ 1,200.00
					Subtotal		\$ 307,070.00	\$ 279,009.00	\$ 216,121.00
Sewer									
50	1	0	0	EA	Furnish & Install 48" Diameter Manhole in existing 24" trunk main	\$ 6,000.00	\$ 6,000.00	\$ -	\$ -
51	7	1	3	EA	Furnish & Install 48" Diameter Manhole	\$ 4,500.00	\$ 31,500.00	\$ 4,500.00	\$ 13,500.00
52	1416	225	0	LF	Furnish & Install 8" Diameter PVC Sewer Main	\$ 65.00	\$ 92,040.00	\$ 14,625.00	\$ -
53	24	0	817	LF	Furnish & Install 15" Diameter PVC Sewer Main	\$ 85.00	\$ 2,040.00	\$ -	\$ 69,445.00
54	1	15	11	EA	Furnish & Install 4" Diameter PVC Sewer Service At 2%	\$ 1,200.00	\$ 1,200.00	\$ 18,000.00	\$ 13,200.00
55	212	80	59	LF	Furnish & Install 6" Diameter PVC Sewer Service	\$ 50.00	\$ 10,600.00	\$ 4,000.00	\$ 2,950.00
56	20	0	0	LF	Furnish & Install concrete encasement	\$ 40.00	\$ 800.00	\$ -	\$ -
					Subtotal		\$ 144,180.00	\$ 41,125.00	\$ 99,095.00
Water (On Site)									
61	2	0	1	EA	Verify Top Of Pipe Elevation By "Pothole" Method	\$ 500.00	\$ 1,000.00	\$ -	\$ 500.00
62	2	0	1	EA	Connect To Existing Water Main With Appropriate Appurtenances	\$ 2,000.00	\$ 4,000.00	\$ -	\$ 2,000.00
63	2	0	1	EA	Furnish & Install 12" X 8" Tee	\$ 1,200.00	\$ 2,400.00	\$ -	\$ 1,200.00
64	979	765	1333	LF	Furnish & Install 8" Diameter PVC Water Main	\$ 60.00	\$ 58,740.00	\$ 45,900.00	\$ 79,980.00
65	3	4	5	EA	Furnish & Install 8" Gate Valve with box and concrete collar	\$ 1,200.00	\$ 3,600.00	\$ 4,800.00	\$ 6,000.00
66	1	2	4	EA	Furnish & Install 8" X 8" Tee	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 4,000.00
67	3	2	2	EA	Furnish & Install 6" Fire Hydrant Assembly	\$ 6,500.00	\$ 19,500.00	\$ 13,000.00	\$ 13,000.00
68	1	2	2	EA	Furnish & Install 8" Plug	\$ 800.00	\$ 800.00	\$ 1,600.00	\$ 1,600.00
69	0	1	3	EA	Furnish & Install 8" X 22.5 Degree Bend	\$ 800.00	\$ -	\$ 800.00	\$ 2,400.00
70	1	6	8	EA	Furnish & Install 3/4" edge lot duplex water service tap assembly	\$ 2,500.00	\$ 2,500.00	\$ 15,000.00	\$ 20,000.00
70A	0	6	0	EA	Furnish & Install 3/4" single water service tap assembly	\$ 1,500.00	\$ -	\$ 9,000.00	\$ -
71	0	3	3	EA	Furnish & Install Duplex Water Service Tap Assembly	\$ 2,500.00	\$ -	\$ 7,500.00	\$ 7,500.00
72	4	1	1	EA	Furnish & Install 4" Water Service Tap Assembly	\$ 3,000.00	\$ 12,000.00	\$ 3,000.00	\$ 3,000.00
73	1	0	0	EA	Furnish & Install 6" Water Service Tap Assembly	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -
					Subtotal		\$ 109,040.00	\$ 102,600.00	\$ 141,180.00
Water (Scott Street, 100% Reimbursable based on property frontage)									
74	2			EA	Verify Top Of Pipe Elevation By "Pothole" Method	\$ 500.00	\$ 1,000.00	\$ -	\$ -
75	2			EA	Connect To Existing Water Main With Appropriate Appurtenances	\$ 1,000.00	\$ 2,000.00	\$ -	\$ -
76	709			LF	Furnish & Install 8" Diameter PVC Water Main	\$ 60.00	\$ 42,540.00	\$ -	\$ -
77	4			EA	Furnish & Install 8" Gate Valve with box and concrete collar	\$ 1,200.00	\$ 4,800.00	\$ -	\$ -
78	4			EA	Furnish & Install 8" X 8" Tee	\$ 1,000.00	\$ 4,000.00	\$ -	\$ -
79	1			EA	Furnish & Install 6" Fire Hydrant Assembly	\$ 6,500.00	\$ 6,500.00	\$ -	\$ -
80	2			EA	Furnish & Install 8" Plug	\$ 800.00	\$ 1,600.00	\$ -	\$ -
81	193			SY	Furnish & Install Asphalt Patch	\$ 50.00	\$ 9,650.00	\$ -	\$ -
82	2			EA	Furnish & Install 8" X 90 Degree Bend	\$ 800.00	\$ 1,600.00	\$ -	\$ -
					Subtotal		\$ 62,440.00	\$ -	\$ -
Pressure Reducing Valve (PRV), cost share with future development on Vandaveer NE of US Hwy 50, land area basis									
83	1			EA	Furnish & Install PRV/Vault Assembly	\$ 150,000.00	\$ 150,000.00	\$ -	\$ -
					Subtotal		\$ 150,000.00	\$ -	\$ -
Miscellaneous									
84				LS	Stormwater BMP installation, maintenance, permitting	\$ 8,000.00	\$ 8,000.00	\$ 5,000.00	\$ 5,000.00
85				LS	Construction Survey	\$ 4,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00
86				LS	Traffic Control	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00
					Subtotal		\$ 13,000.00	\$ 8,500.00	\$ 9,000.00
							Phase 1	Phase 2	Phase 3
Civil Construction Total							\$ 785,730.00	\$ 431,234.00	\$ 465,396.00
Contingency (25%)							\$ 196,432.50	\$ 107,808.50	\$ 116,349.00
Total with Contingency							\$ 982,162.50	\$ 539,042.50	\$ 581,745.00

Limitations of Liability:

1 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.

2 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.

3 The "Client" should obtain more accurate project costs by project specific bids for all project, financing and construction decisions.

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Lori A Mitchell

23 of 27 SUAG R\$143.00 D\$0.00

Chaffee County Clerk

Open Records Policy – Exhibit B

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.

Confluer

ID	Task Mode	Task Name	Duration	Start	Finish	Predeces	Qtr 4, 2020		
							Sep	Oct	Nov
1	✖	Phase 1	154 days	Tue 9/1/20	Fri 4/2/21				
2	→	Overlot Grading	7 days	Tue 9/1/20	Wed 9/9/20				
3	→	Sewer Main / Manholes	20 days	Thu 9/10/20	Wed 10/7/20	2			
4	→	Water Main, PRV, & Scott Street Water Main	30 days	Thu 10/8/20	Wed 11/18/20	3			
5	→	Sewer Services	20 days	Thu 10/8/20	Wed 11/4/20	3			
6	→	Water Services	20 days	Thu 11/19/20	Wed 12/16/20	4			
7	→	Dry Utilities	20 days	Thu 12/17/20	Wed 1/13/21	6			
8	→	Curb & Sidewalk Prep	20 days	Thu 1/14/21	Wed 2/10/21	7			
9	→	Place Curb	15 days	Thu 2/11/21	Wed 3/3/21	8			
10	→	Asphalt Prep	15 days	Thu 3/4/21	Wed 3/24/21	9			
11	→	Place Sidewalk	10 days	Thu 2/11/21	Wed 2/24/21	8			
12	→	Parkways	15 days	Thu 2/25/21	Wed 3/17/21	11			
13	→	Striping & Signs	5 days	Thu 2/25/21	Wed 3/3/21	11			
14	→	Street Lights	5 days	Thu 3/4/21	Wed 3/10/21	13			
15	→	Place Asphalt	5 days	Mon 3/29/21	Fri 4/2/21				
16	→	Punch List	5 days	Thu 3/11/21	Wed 3/17/21	14			
17	→	Phase 1 Closing	0 days	Fri 4/2/21	Fri 4/2/21	15			
18	→	Phase 2	77 days	Mon 4/5/21	Tue 7/20/21	17			
19	→	Sewer Main / Manholes	15 days	Mon 4/5/21	Fri 4/23/21	17			
20	→	Water Main	15 days	Mon 4/26/21	Fri 5/14/21	19			
21	→	Sewer Services	10 days	Mon 4/26/21	Fri 5/7/21	19			
22	→	Water Services	10 days	Mon 5/17/21	Fri 5/28/21	20			
23	→	Dry Utilities	10 days	Mon 5/31/21	Fri 6/11/21	22			
24	→	Curb & Sidewalk Prep	10 days	Mon 6/14/21	Fri 6/25/21	23			
25	→	Place Curb	4 days	Mon 6/28/21	Thu 7/1/21	24			
26	→	Asphalt Prep	10 days	Fri 7/2/21	Thu 7/15/21	25			
27	→	Place Asphalt	2 days	Fri 7/16/21	Mon 7/19/21	26			
28	→	Place Sidewalk	4 days	Mon 6/28/21	Thu 7/1/21	24			
29	→	Parkways	7 days	Fri 7/2/21	Mon 7/12/21	28			
30	→	Striping & Signs	3 days	Fri 7/2/21	Tue 7/6/21	28			
31	→	Street Lights	5 days	Wed 7/7/21	Tue 7/13/21	30			
32	→	Punch List	5 days	Wed 7/14/21	Tue 7/20/21	31			
33	→	Phase 2 Closing	0 days	Tue 7/20/21	Tue 7/20/21	32			
34	→	Phase 3	77 days	Wed 7/21/21	Thu 11/4/21	33			
35	→	Sewer Main / Manholes	15 days	Wed 7/21/21	Tue 8/10/21	33			
36	→	Water Main	15 days	Wed 8/11/21	Tue 8/31/21	35			
37	→	Sewer Services	10 days	Wed 8/11/21	Tue 8/24/21	35			
38	→	Water Services	10 days	Wed 9/1/21	Tue 9/14/21	36			
39	→	Dry Utilities	10 days	Wed 9/15/21	Tue 9/28/21	38			
40	→	Curb & Sidewalk Prep	10 days	Wed 9/29/21	Tue 10/12/21	39			
41	→	Place Curb	4 days	Wed 10/13/21	Mon 10/18/21	40			
42	→	Asphalt Prep	10 days	Tue 10/19/21	Mon 11/1/21	41			
43	→	Place Asphalt	2 days	Tue 11/2/21	Wed 11/3/21	42			
44	→	Place Sidewalk	4 days	Wed 10/13/21	Mon 10/18/21	40			
45	→	Parkways	7 days	Tue 10/19/21	Wed 10/27/21	44			
46	→	Striping & Signs	3 days	Tue 10/19/21	Thu 10/21/21	44			
47	→	Street Lights	5 days	Fri 10/22/21	Thu 10/28/21	46			
48	→	Punch List	5 days	Fri 10/29/21	Thu 11/4/21	47			
49	→	Phase 3 Closing	0 days	Thu 11/4/21	Thu 11/4/21	48			

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24 of 27
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Lori A Mitchell
Chaffee County Clerk

Note: N
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	Dec	Qtr 1, 2021 Jan	Feb	Mar	Qtr 2, 2021 Apr	May	Jun	Qtr 3, 2021 Jul	Aug	Sep	Qtr 4, 2021 Oct	Nov
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25 of 27 SUAG R\$143.00 D\$0.00

Lori A Mitchell
Chaffee County Clerk

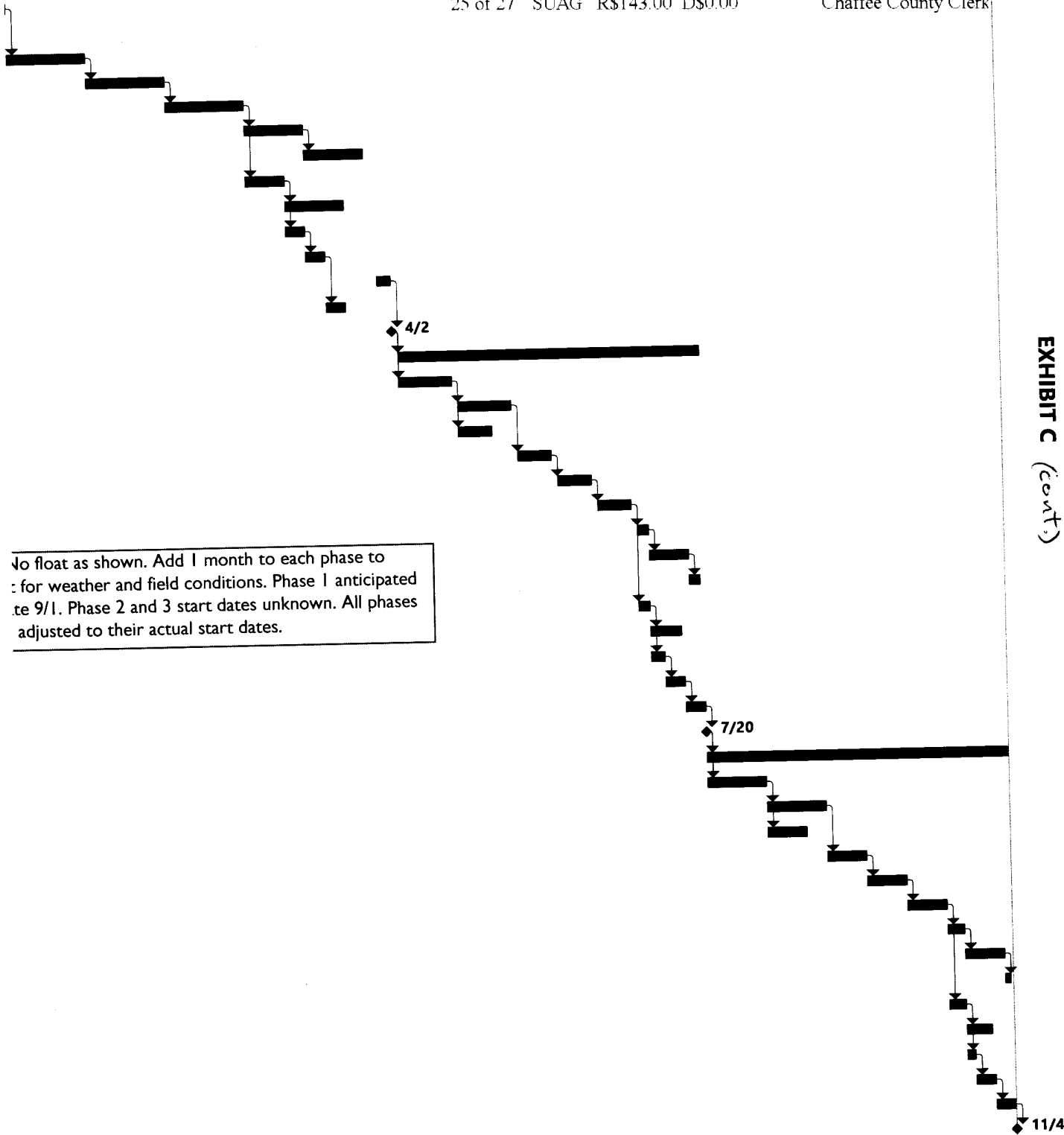


EXHIBIT C (cont.)

No float as shown. Add 1 month to each phase to
for weather and field conditions. Phase 1 anticipated
te 9/1. Phase 2 and 3 start dates unknown. All phases
adjusted to their actual start dates.

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Lori A Mitchell
Chaffee County Clerk

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26 of 27 SUAG R\$143.00 D\$0.00

EXHIBIT D

New 8" Water Main and PRV

Item 10.

EXHIBIT E

PRESSURE REDUCING VALVE REIMBURSEMENT FOR SOUTHEAST PLANNING AREA

Parcel	Acres	Approved			Potential			Average Annual Daily Flow					PRV Reimbursement
		SF Units	MF Units	Comm SF	SF Units	MF Units	Comm SF	SF	MF	Comm	Total	%	
Confluent Park	16.3	68	209	125000	68	209	125000	8296.00	19019.00	2638.72	29953.72	45.28%	\$67,914.57
Ned Suesse	5.7				91.2			11126.40			11126.4	16.82%	\$25,227.08
Triple T Ranch	2				32			3904.00			3904	5.90%	\$8,851.61
Vandaveer VPA-4	13.43		125	84462		125	84462		11375.00	1782.97	13157.97	19.89%	\$29,833.29
0014	0.2				1.2			146.40			146.4	0.22%	\$331.94
0036	0.3				1.8			219.60			219.6	0.33%	\$497.90
0037	0.5				3			366.00			366	0.55%	\$829.84
0003	0.8				4.8			585.60			585.6	0.89%	\$1,327.74
0004	1.7				10.2			1244.40			1244.4	1.88%	\$2,821.45
0005	2.95				17.7			2159.40			2159.4	3.26%	\$4,896.04
0006	2	27			27			3294.00			3294	4.98%	\$7,468.54
Total	45.88	68	334	209462	229.9	334	209462	28047.8	30394	4421.69	66157.49	100.00%	\$150,000.00

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27 of 27 SUAG R\$143.00 D\$0.00

Lori A Mitchell
Chaffee County Clerk




EXHIBIT F

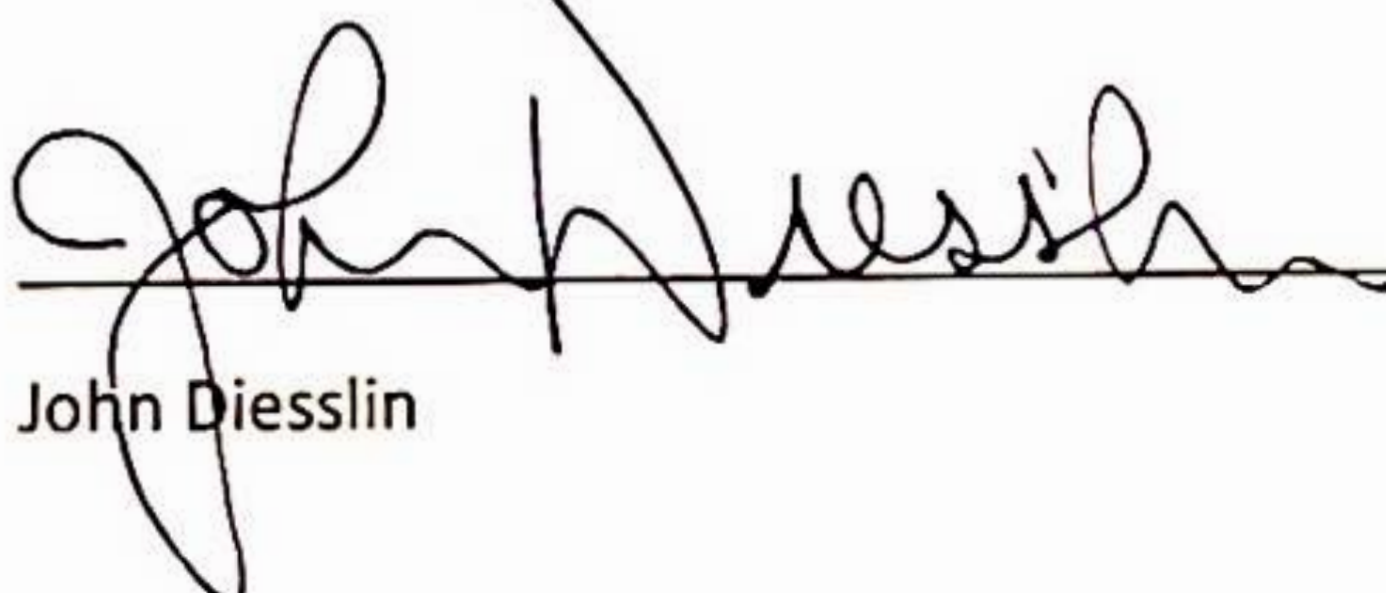
Date: January 16, 2020

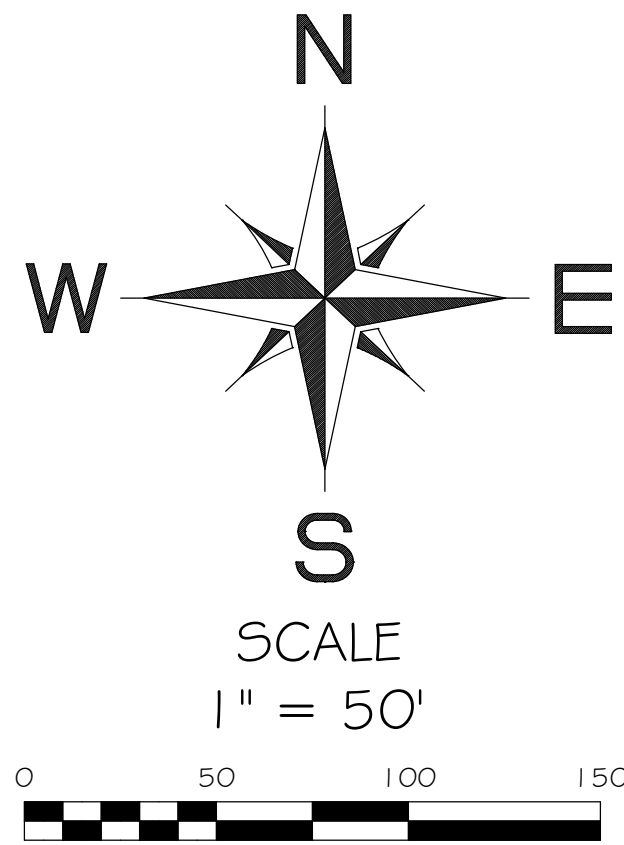
Subject: Letter of Agreement Confluent Park and Ned Suesse

The purpose of this letter of agreement between the developer of Confluent Park (parcel no. 3809071000640) and Ned Suesse (parcel no. 380709100070) is to define the development interface between the parcels along Trenton Street and the responsibility for infrastructure and surface improvements in Trenton Street.

1. Ned Suesse shall not cost share in any Trenton Street Improvements, including utilities, at this time.
2. The minimum width of the Confluent Park right of way dedication by Confluent Park shall be 42 feet in width at the South end of the street at the intersection of Chase Street to accommodate the future development of the Suesse parcel. The right of way dedication shall widen toward the direction of Confluent Drive.
3. The responsibility of completion of the east side of Trenton Street with curb, gutter, parkway and sidewalk will be the Suesse Parcel at time of the Suesse subdivision development.
4. The responsibility of completion of the west side of Trenton Street with curb, gutter, sidewalk, parkway and paved street lanes shall be Confluent Park at the time of subdivision development.


Ned Suesse
Date 1/17/20


John Diesslin
Date 1/21/2020

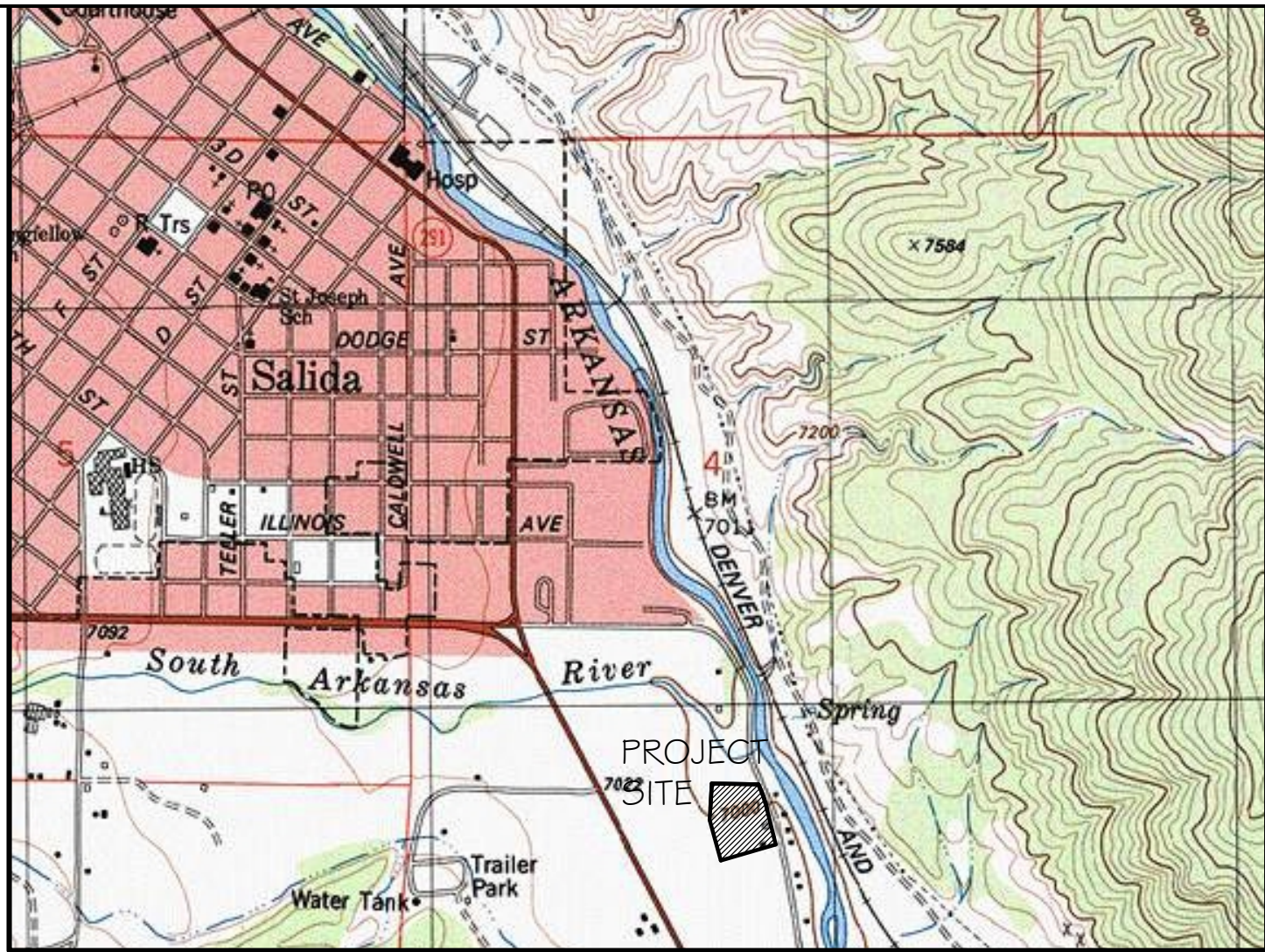


SUESSE ANNEXATION TO THE CITY OF SALIDA

A PORTION OF CONFLUENCE ROAD AND LOT 1-R CONFLUENCE ROAD SUBDIVISION EXEMPTION FOR PUBLIC BENEFIT CHAFFEE COUNTY, COLORADO

LEGEND

- ⊙ FOUND MONUMENT AS NOTED
- ◆ SET 1 1/2" ALUMINUM CAP LS 37937
- ▲ PREVIOUSLY SET 1 1/2" ALUMINUM CAP LS 37937
- FOUND 1 1/2" ALUMINUM CAP LS 16117
- POWER POLE
- SEWER MAN HOLE
- WATER VALVE
- WATER METER
- FENCE
- OVERHEAD UTILITY
- S—S— UNDERGROUND SEWER



VICINITY MAP
NOT TO SCALE

CITY COUNCIL APPROVAL

WHEREAS, THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO HAS BEEN PRESENTED WITH AN APPLICATION TO ANNEX TERRITORY AS DESCRIBED HEREIN BY NED SUESSE, AS OWNER OF 100 PERCENT OF THE AREA TO BE ANNEXED, EXCEPTING PUBLIC STREETS; AND WHEREAS, THE CITY COUNCIL BY RESOLUTION ADOPTED ON _____, 2024, DETERMINED THAT THE ANNEXATION APPLICATION SUBSTANTIALLY COMPLIES WITH THE REQUIREMENT OF SECTION 31-12-107(1), WHEREAS, AFTER NOTICE AND PUBLIC HEARING ON _____, 2024, AS REQUIRED BY SECTION 31-12-108, C.R.S., THE CITY COUNCIL ADOPTED RESOLUTION NO. _____ (SERIES 2018), DETERMINING THAT THE ANNEXATION ELECTION WAS NOT REQUIRED; AND WHEREAS, ON _____, 2024 THE CITY COUNCIL ADOPTED ORDINANCE NO. _____ (SERIES 2018) APPROVING AND ANNEXING 'SUESSE ANNEXATION'. NOW, THEREFORE, THE CITY COUNCIL OF SALIDA, COLORADO DOES HEREBY APPROVE AND ACCEPT THE 'SUESSE ANNEXATION' AS DESCRIBED HEREIN, TO WIT:

ALL THAT TRACT OF LAND LOCATED WITHIN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, ALSO BEING LOT 1-R 'CONFLUENCE ROAD SUBDIVISION EXEMPTION FOR PUBLIC BENEFIT', CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE WITNESS CORNER TO THE NORTH QUARTER CORNER OF SAID SECTION 9, BEING MARKED BY A 3 1/4" B.L.M. BRASS CAP, FROM WHENCE THE TRUE NORTH QUARTER CORNER OF SAID SECTION 9 BEARS SOUTH 88°48'25" EAST, A DISTANCE OF 74.51 FEET;
THENCE SOUTH 88°48'25" EAST ALONG THE NORTH LINE OF SAID SECTION 9, A DISTANCE OF 380.68 FEET TO THE WEST RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 105;
THENCE SOUTH 25°25'46" EAST, A DISTANCE OF 16.62 FEET TO A POINT OF CURVATURE;
THENCE SOUTHERLY A DISTANCE OF 16.89 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE RIGHT, HAVING A RADIUS OF 820.00 FEET, A DELTA ANGLE OF 1°10'48", A CHORD LENGTH OF 16.89 FEET AND A CHORD BEARING OF SOUTH 25°05'57" EAST;
THENCE CONTINUING SOUTHERLY ALONG SAID ARC A DISTANCE OF 152.25 FEET DEFLECTING TO THE RIGHT, HAVING A RADIUS OF 820.00 FEET, A DELTA ANGLE OF 1°03'8"18", A CHORD LENGTH OF 152.03 FEET AND A CHORD BEARING OF SOUTH 19°11'24" EAST TO A POINT OF TANGENCY;
THENCE SOUTH 13°53'16" EAST, A DISTANCE OF 268.86 FEET;
THENCE SOUTH 12°48'58" EAST A DISTANCE OF 60.18 FEET, THIS AND THE PRECEDING 4 COURSES ARE ALONG SAID WEST RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 105;
THENCE SOUTH 73°55'54" WEST A DISTANCE OF 466.73 FEET;
THENCE NORTH 15°21'10" WEST A DISTANCE OF 343.21 FEET;
THENCE NORTH 03°10'18" EAST A DISTANCE OF 300.18 FEET TO THE POINT OF BEGINNING.
CONTAINING 5.98 ACRES, MORE OR LESS.

SIGNED THIS ____ DAY OF _____, 2024.

CITY OF SALIDA

BY: _____
MAYOR

CERTIFICATE OF DEDICATION AND OWNERSHIP

THIS IS TO CERTIFY THAT NED SUESSE IS THE OWNER OF 100% OF THE LAND DESCRIBED AND SET FORTH HEREIN, EXCEPT STREETS, AND THAT SUCH OWNER DESIRES AND APPROVES THE ANNEXATION OF THE TERRITORY DESCRIBED HEREIN TO THE CITY OF SALIDA, COLORADO.

EXECUTED THIS ____ DAY OF _____, 2024.

OWNERS:

NED SUESSE

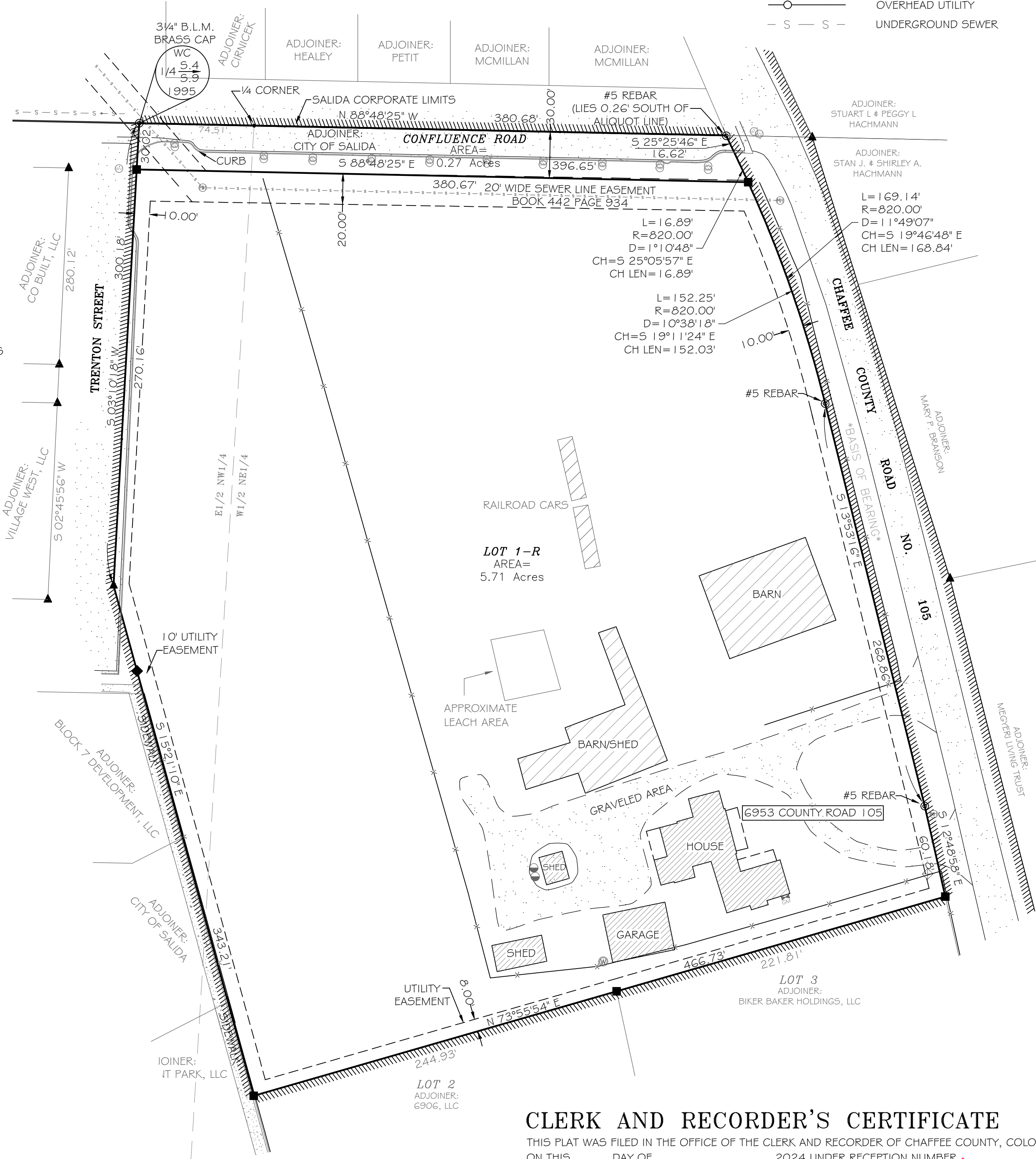
COUNTY OF CHAFFEE)
STATE OF COLORADO) ss.

THE FORGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2024, BY NED SUESSE. WITNESS MY HAND AND SEAL.

MY COMMISSION EXPIRES _____.

NOTARY PUBLIC

TOTAL PERIMETER OF LAND TO BE ANNEXED	2005.61'
CONTIGUOUS BOUNDARY WITH CITY OF SALIDA	2005.61'
CONTIGUOUS BOUNDARY REQUIREMENT 1/G=16.7%	100%



CLERK AND RECORDER'S CERTIFICATE

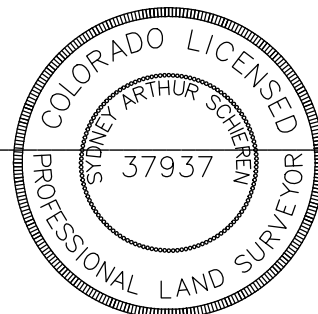
THIS PLAT WAS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF CHAFFEE COUNTY, COLORADO, AT _____ M. ON THIS ____ DAY OF _____, 2024 UNDER RECEPTION NUMBER _____.

CHAFFEE COUNTY CLERK AND RECORDER

LAND SURVEYOR'S CERTIFICATE

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

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



PRELIMINARY DRAFT
INTENDED FOR REVIEW BY CLIENT

REVISED:MARCH 4, 2024	SUESSE ANNEXATION TO THE CITY OF SALIDA A PORTION OF CONFLUENCE ROAD AND LOT 1-R CONFLUENCE ROAD SUBDIVISION EXEMPTION FOR PUBLIC BENEFIT CHAFFEE COUNTY, COLORADO
REVISED:JUNE 26, 2024	
JOB # 18112	LANDMARK SURVEYING & MAPPING P.O. BOX 668 SALIDA, CO 81201 PH 719.539.4021 FAX 719.539.4031
DATE: JANUARY 16, 2024	
SHEET 1 OF 1	

MEMORANDUM

To: Salida Mayor and Council
From: City Attorney Nina P. Williams
Date: August 20, 2024
Re: Suesse Annexation Ordinance

Attached within your packet is a Pre-Annexation Agreement, recorded onto the subject Property on March 24, 2016 with the Chaffee County Clerk and Recorder, at Reception No. 425861.

Applicant Ned Suesse purchased the Property *after* this document was recorded. This means that he purchased the Property with constructive notice of all documents recorded onto the Property with the Chaffee County Clerk and Recorder's Office. This Pre-Annexation Agreement and all other applicable deeds and documents recorded with the County Clerk would also come up in a title report that one is typically provided prior to purchasing real property.

It is not a valid excuse or acceptable affirmative defense if an individual does not look at recorded documents before purchasing a property. This is why I said Mr. Suesse had "constructive notice" of the Pre-Annexation Agreement burdening and obligating his Property. The law considers an owner of a property to have notice and knowledge of a document - whether the person has "actual notice" or not - when such document is properly recorded onto such real property. This is non-negotiable and well-established real estate law, in Colorado and throughout the country, for centuries.

Specifically, the Pre-Annexation Agreement is crystal clear regarding the Owner's legal obligation to file a petition for annexation of the Property within 60 days of becoming eligible for annexation (*see*, Section 4). This Agreement legally obligates both parties: (1) the City of Salida; and (2) the owner and all future owners of the subject Property. You might remember that the City recently required Salida School District property to annex into the City due to a recorded Pre-Annexation Agreement. It is also important to note that the City agreed to provide the Property with municipal sewer service at in-City rates, and has done so since the execution of the document (*see*, Section 1).

This is ultimately why Ned Suesse submitted an annexation petition (application) with the City of Salida. Again, he was legally obligated to do so under the recorded Pre-Annexation Agreement. It has been far more than 60 days since the Property has become eligible for annexation. That trigger occurred around five (5) years ago, in 2019. City staff has been speaking with Mr. Suesse and extending professional courtesies for many years. I personally have been working with City planners, as well as Mr. Suesse's attorney, for over one year.

What happens if you decline to approve the Annexation Ordinance? The same result would eventually be accomplished, but with significant additional cost to both the City taxpayers and Mr. Suesse. The City would be compelled to bring this Agreement to court, and ask a judge

to enforce. Since the express terms of the Agreement are clear, and the validity of the recordation upon the subject Property (and therefore the constructive notice of the current owner) cannot be questioned, there is no doubt that any court would conclude that this property must be annexed into the City. You have the ability tonight to follow the legal requirements of the Pre-Annexation Agreement and approve the Annexation Ordinance, without the need for expensive litigation.

Specifically, Section 9 of the Pre-Annexation Agreement, entitled Failure or Refusal to Annex, states:

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

Finally, you may hear questions about an Annexation Agreement. Although typically a recommended course of action, it is not technically necessary or statutorily required to effectuate an annexation. Approval of the Annexation Ordinance is what is necessary to accomplish same. The City still hopes to bring an Annexation Agreement for your consideration approval at a subsequent Council meeting, should Mr. Suesse be amenable to the terms. If that does not happen, the conditions within the Annexation Ordinance would be exclusively what applies and what is enforceable. The Annexation Ordinance gets recorded onto the Property after the effective date of such Ordinance.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Community Development	Carolyn Poissant - Senior Planner	August 20, 2024

AGENDA ITEM

Ordinance 2024-16: Second reading and public hearing on the proposed zoning of High Density Residential (R-3) for the Suesse Annexation.

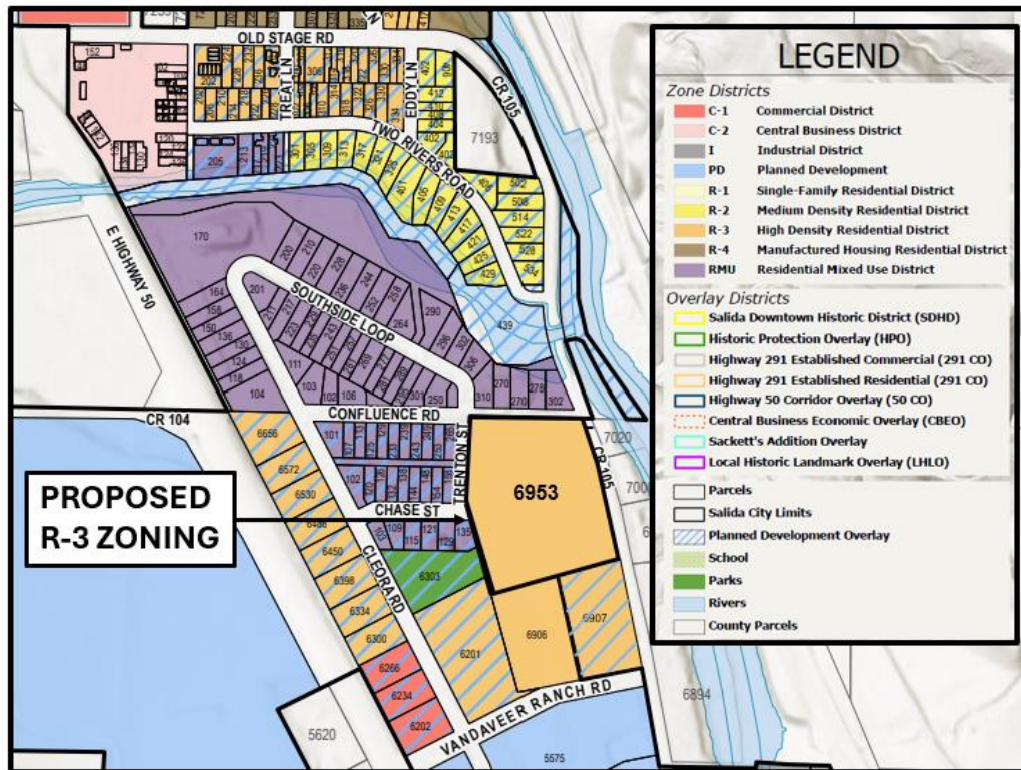
BACKGROUND

On May 22, 2024, Ned Suesse submitted a complete application to annex the 5.71-acre property located at 6953 County Road 105 plus a 0.27-acre portion of Confluence Road right-of-way.



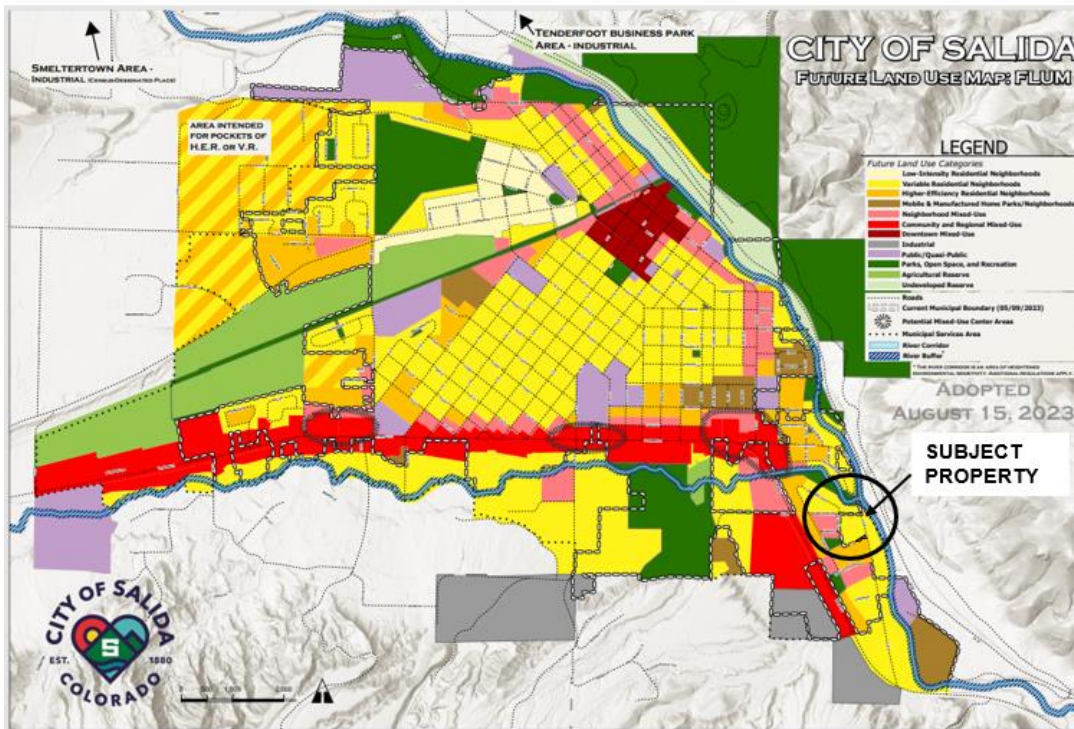
Vicinity Map

Surrounding Land Use and Zoning: The site is currently zoned RES (Residential Zone District) in Chaffee County. Properties to the east remain in Chaffee County and are zoned RES. Properties to the north and west are within city limits and include the Confluent Subdivision Planned Development Overlay, comprised of a residential mixed-use development (RMU); a 1.24-acre park dedication (P); and Salida Ridge (Low Income Housing Tax Credit) Apartments (R-3). The approved Bike Baker (Flour Mill) annexation and Magpie Apartments zoned R-3 High Density Residential are on the southern boundary.



REVIEW STANDARDS FOR ZONING MAP AMENDMENTS (Section 16-4-210):

1. **Consistency with the Comprehensive Plan.** The proposed amendment shall be consistent with the Comprehensive Plan.
 - The Comprehensive Plan indicates:
 - New development shall be within the Municipal Services Area (MSA) and be developed at maximum densities to make the best use of available infrastructure.
 - The proposed annexation lies within the MSA and will accommodate urban densities.
 - Proposals should include connections to pedestrian and bicycle corridors, have sufficient water, and promote innovative and energy efficient design.
 - A proposed 8-foot wide shared-use path is planned to be extended along County Road 105. The exact location and costs have yet to be determined.
 - Zoning should continue existing patterns of development.
 - Split zoning is not allowed, however, zoning R-3 High-Density Residential would allow for greater density to be applied to a specific the portion of the property, helping to preserve the site's existing historic resources.
 - While the Future Land Use Map calls for Variable Residential Neighborhoods, the proposed R-3 designation is generally consistent with the zoning found in the adjacent properties and would continue the surrounding patterns of development.



FUTURE LAND USE MAP - ADOPTED AUGUST 15, 2023

2. **Consistency with Purpose of Zone District.** The proposed amendment shall be consistent with the purpose of the zone district to which the property is to be designated.
 - Per the land use code, the purpose of the R-3 High-Density Residential zone district is to provide for relatively high-density duplex and multi-family residential areas, including primarily triplex, townhouse and apartment uses. Complementary land uses may also include such supporting land uses as parks, schools, churches, home occupations or day care, among other uses.
 - The proposed zoning has the capability for providing relatively high-density residential developments, which are needed to address housing demand and affordability.
3. **Compatibility with Surrounding Zone Districts and Uses.** The development permitted by the proposed amendment shall be compatible with surrounding zone districts, land uses and neighborhood character.
 - While the underlying zoning of some adjacent properties is R-2, the pattern of townhome-style developments is compatible with the proposed R-3 zoning.
 - Existing historic structures on the property are of regional and national significance, including an outbuilding that may be one of the oldest known structures in Chaffee County. The applicant wishes to preserve these historic resources on the property. The R-3 zoning could accommodate a concentration of residential units outside of the southern portion of the property, thus preserving its historic integrity.
4. **Changed Conditions or Errors.** The applicant shall demonstrate that conditions affecting the subject parcel or the surrounding neighborhood have changed, or that due to incorrect

assumptions or conclusions about the property, one (1) or more errors in the boundaries shown on the Official Zoning Map have occurred.

- The proposed zoning is occurring because of the requirement to zone the property when annexed into the City in accordance with Section 16-4-50 of the Land Use and Development Code.

PLANNING COMMISSION RECOMMENDATION:

A public hearing with the Planning Commission was held on July 9, 2024 and the Commission recommended City Council approve the proposed zoning of the Suesse Annexation property as High Density Residential (R-3) as it meets applicable review standards.

MOTION

A City Councilmember should state, "I move to _____ Ordinance 2024-16, an ordinance of the City of Salida, Colorado zoning certain real property known as the Suesse Annexation as High Density Residential (R-3)," followed by a second and a roll call and vote.

Attachments: Ordinance 2024-16
Application materials

**CITY OF SALIDA, COLORADO
ORDINANCE NO. 16
SERIES OF 2024**

AN ORDINANCE OF THE CITY OF SALIDA, COLORADO, ZONING CERTAIN REAL PROPERTY KNOWN AS THE SUESSE ANNEXATION AS HIGH DENSITY RESIDENTIAL (R-3) ZONE DISTRICT

WHEREAS, on May 22, 2024, Ned Suesse filed a General Development Application (the "Petition") to commence proceedings to annex to the City of Salida (the "City") a certain unincorporated tract of land comprised of a 5.71-acre parcel located at 6953 County Road 105 and a 0.27-acre portion of Confluence Road right-of-way in the County of Chaffee, State of Colorado (the "Property"), and being more particularly described on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, by Ordinance No. 15, Series of 2024 the City of Salida annexed the Suesse Annexation to the City; and;

WHEREAS, Petitioner has filed an application to zone the Property within the High Density Residential (R-3) zone district, and on July 9, 2024 the City of Salida Planning Commission considered the zoning application for the Property at a duly noticed public hearing and recommended that the City Council zone it as High Density Residential (R-3); and

WHEREAS, as required by the Salida Municipal Code, the public hearing on the zoning application for the Suesse Annexation will be held on August 20, 2024 at a regularly scheduled meeting of the Salida City Council.

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

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

INTRODUCED ON FIRST READING, on the 6th day of August, 2024, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the City of Salida by the City Council on the 9th day of August, 2024, and set for second reading and public hearing on the 20th day of August, 2024.

INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED PUBLISHED BY TITLE ONLY, by the City Council on the 20th day of August, 2024.

CITY OF SALIDA, COLORADO

Mayor

[SEAL]

ATTEST:

City Clerk/Deputy Clerk

PUBLISHED IN FULL in the Mountain Mail after First Reading on the 9th day of August, 2024, and BY TITLE ONLY, after final adoption on the 23rd day of August, 2024.

City Clerk/Deputy City Clerk

EXHIBIT A

ALL THAT TRACT OF LAND LOCATED WITHIN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDAN, ALSO BEING LOT 1-R "CONFLUENCE ROAD SUBDIVISION EXEMPTION FOR PUBLIC BENEFIT," CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WITNESS CORNER TO THE NORTH QUARTER CORNER OF SAID SECTION 9, BEING MARKED BY A 3 1/4" B.L.M. BRASS CAP, FROM WHENCE THE TRUE NORTH QUARTER CORNER OF SAID SECTION 9 BEARS SOUTH 88 DEG 48'25" EAST, A DISTANCE OF 74.51 FEET; THENCE SOUTH 88 DEG 48'25" EAST ALONG THE NORTH LINE OF SAID SECTION 9, A DISTANCE OF 380.68 FEET TO THE WEST RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 105;

THENCE SOUTH 25 DEG 25'46" EAST, A DISTANCE OF 16.62 FEET TO A POINT OF CURVATURE;

THENCE SOUTHERLY A DISTANCE OF 16.89 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE RIGHT, HAVING A RADIUS OF 820.00 FEET, A DELTA ANGLE OF 1 DEG 10'48", A CHORD LENGTH OF 16.89 FEET AND A CHORD BEARING OF SOUTH 25 DEG 05'57" EAST;

THENCE CONTINUING SOUTHERLY ALONG SAID ARC A DISTANCE OF 152.25 FEET DEFLECTING TO THE RIGHT, HAVING A RADIUS OF 820.00 FEET, A DELTA ANGLE OF 10 DEG 38'18", A CHORD LENGTH OF 152.03 FEET, AND A CHORD BEARING OF SOUTH 19 DEG 11'24" EAST TO A POINT OF TANGENCY;

THENCE SOUTH 13 DEG 53'16" EAST, A DISTANCE OF 268.86 FEET;

THENCE SOUTH 12 DEG 48'58" EAST A DISTANCE OF 60.18 FEET, THIS AND THE PRECEDING 4 COURSES ARE ALONG SAID WEST RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 105;

THENCE SOUTH 73 DEG 55'54" WEST A DISTANCE OF 466.73 FEET;

THENCE NORTH 15 DEG 21'10" WEST A DISTANCE OF 343.21 FEET;

THENCE NORTH 03 DEG 10'18" EAST A DISTANCE OF 300.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.98 ACRES MORE OR LESS.

BY: LANDMARK SURVEYING & MAPPING

JULY 26, 2024

*SUESSE ANNEXATION
TO THE CITY OF SALIDA*
A PORTION OF CONFLUENCE ROAD AND LOT 1-R
CONFLUENCE ROAD SUBDIVISION EXEMPTION
FOR PUBLIC BENEFIT
CHAFFEE COUNTY, COLORADO



To: Salida City Council
 RE: Letter of Intent – Annexation of 6953 CR 105

Salida City Council:

My name is Ned Suesse and I own the property located at 6953 CR 105, Salida CO 81201. Attached, you will find an annexation application for my property. The City is requiring this annexation due to a pre-annexation agreement that was executed prior to my purchase of the property. I have no development plans for the property once annexed.

Following are a list of conditions for my annexation that will need to be incorporated into an Annexation Agreement that is approved concurrently with the approval of the annexation.

1. R3 Zoning for the property;
2. No requirement to cost share for any non-contiguous road or bridge improvements;
3. Acknowledgment and documentation of the City's intent to serve my property with utilities;
4. Acknowledgment and documentation of all existing cost recovery agreements and agreement that no cost recovery will be required of improvements made by other parties beyond those specifically referenced in an Annexation Agreement;
5. Expressly allow use of the existing well until failure, after which time the owner shall connect to city water;
6. Existing agricultural uses are allowed to continue and associated structures may remain on the property;
7. Existing structures and a surrounding envelope of 200' or the property boundary, whichever is greater, as pre-existing, non-conforming structures, are exempt from future minimum density calculations; and
8. Acknowledgment that .27 acre Confluence Road dedication was made by the owner free from any compensation.
9. Short term rental permit made available at the time of annexation for the primary residence;

Because I have no current plans for development, the following issues will be tabled until such time that a future owner or myself move forward with a development plan since these items will be based on the requested units and density and subject to the city code requirements at time of development:

1. Dedication of rights-of-way;
2. Dedication of parks and open space;
3. Affordable and inclusionary housing requirements; and
4. Building envelopes and plans.

These items have been discussed with City staff over the course of several years. You will find an application fee included with this application as well as the most recent plat of the property. Feel free to reach out to me with any questions.

Sincerely,



Ned Suesse

"INSERT A"

(Description of territory proposed for annexation)

Lot No. 1

TRIPLE T RANCH MINOR SUBDIVISION

per Plat filed November 30, 2015 at Reception No. 423912

Chaffee County, Colorado

also know by street and number as: 6953 County Road 105, Salida CO 81201

**GENERAL DEVELOPMENT APPLICATION**

448 East First Street, Suite 112

Salida, CO 81201

Phone: 719-539-4555 Fax: 719-539-5271

Email: planning@cityofsalida.com**1. TYPE OF APPLICATION** (Check-off as appropriate)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Annexation | <input type="checkbox"/> Administrative Review:
(Type) _____ |
| <input type="checkbox"/> Pre-Annexation Agreement | |
| <input type="checkbox"/> Appeal Application (Interpretation) | <input type="checkbox"/> Limited Impact Review:
(Type) _____ |
| <input type="checkbox"/> Certificate of Approval | |
| <input type="checkbox"/> Creative Sign Permit | <input checked="" type="checkbox"/> Major Impact Review:
(Type) <u>Rezoning</u> |
| <input type="checkbox"/> Historic Landmark/District | |
| <input type="checkbox"/> License to Encroach | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Text Amendment to Land Use Code | |
| <input type="checkbox"/> Watershed Protection Permit | |
| <input type="checkbox"/> Conditional Use | |

2. GENERAL DATA (To be completed by the applicant)**A. Applicant Information**

Name of Applicant: NED SUESSE

Mailing Address: 6953 CR 105, SALIDA, CO 81201

Telephone Number: 719-338-4077 FAX: _____

Email Address: NED @ NED SUESSE, COM

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

B. Site Data

Name of Development: SUESSE ANNEXATION

Street Address: 6953 CR 105

Legal Description: Lot _____ Block _____ Subdivision _____ (attach description)

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

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

Signature of applicant/agent [Signature] Date 5/22/24

Signature of property owner _____ Date _____



LIMITED IMPACT & MAJOR IMPACT SUBMITTAL REQUIREMENTS

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

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

1. PROCEDURE (Section 16-3-80)

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

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

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

- ☒ 1. A General Development Application
- ☒ 2. A copy of a current survey or the duly approved and recorded subdivision plat covering the subject lots where the proposal is for development on previously subdivided or platted lots;
- ☒ 3. A brief written description of the proposed development signed by the applicant;
- ☐ 4. Special Fee and Cost Reimbursement Agreement completed. **major impact only*
- ☒ 5. Public Notice.
 - a) List. A list shall be submitted by the applicant to the city of adjoining property owners' names and addresses. A property owner is considered adjoining if it is within 175 feet of the subject property regardless of public ways. The list shall be created using the current Chaffee County tax records.
 - b) Postage Paid Envelopes. Each name on the list shall be written on a postage-paid envelope. Postage is required for up to one ounce. Return Address shall be: City of Salida, 448 E. First Street, Suite 112, Salida, CO 81201.
 - c) Applicant is responsible for posting the property and submittal of proof of posting the public notice.

☐ 6. Developments involving construction shall provide the following information:

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

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

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

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

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

☒ 7. Any request for zoning action, including review criteria for a requested conditional use (Sec. 16-4-190) or zoning variance (Sec. 16-4-180);

- ☐ 8. Any subdivision request including a plat meeting the requirements of Section 16-6-110;
- ☐ 9. Any other information which the Administrator determines is necessary to determine whether the proposed development complies with this Code, including but not limited to the following:

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

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

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

(iv) Engineering specifications for any improvements.

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

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

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

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

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

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

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

water needed on an average day and at peak time, and the resulting amounts of sewage to be treated shall be expressed in gallons per day.

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

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

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

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

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

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

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

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

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

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

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

☐ 11. A plan for locations and specifications of street lights, signs and traffic control devices.

2. REVIEW STANDARDS (If necessary, attach additional sheets)

The application for Limited or Major Impact Review shall comply with the following standards.

1. **Consistency with Comprehensive Plan.** The use shall be consistent with the City's Comprehensive Plan.

THE ZONING IS IN RESPONSE TO CITY REQUEST, SO
I ASSUME IT IS CONSISTENT

2. **Conformance to Code.** The use shall conform to all other applicable provisions of this Land Use Code, including, but not limited to:

- a. **Zoning District Standards.** The purpose of the zone district in which it is located, the dimensional standards of that zone district, and any standards applicable to the particular use, all as specified in Article 5, Use and Dimensional Standards.

PER CITY REQUEST

- b. **Site Development Standards.** The parking, landscaping, sign and improvements standards.

NO DEVELOPMENT OR CHANGE

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

NO CHANGE OR DEVELOPMENT

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

NO DEVELOPMENT OR CHANGE

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

NO DEVELOPMENT OR CHANGE

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

NO DEVELOPMENT OR CHANGE



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	August 20, 2024

AGENDA ITEM

Resolution 2024-50, A Resolution of the City Council for the City of Salida, Colorado, Approving A Right-of-Way Agreement with Visionary Broadband.

BACKGROUND

On April 16, 2019 the City of Salida entered into a Right-of-Way Agreement with Colorado Central Telecom via Resolution 2019-18. This agreement allowed CCT to install transmission infrastructure in and across property owned by the City for the purposes of providing internet services to individuals and businesses within the City. CCT has subsequently changed ownership. The new owners, Visionary Broadband, wish to continue having access to City Rights of Way for the same purposes and was originally intended.

RECOMMENDATION

After working with the owners of Visionary Broadband, and receiving their approval of the attached, staff is recommending Council approve Resolution 2024-50 and the associated agreement.

FISCAL IMPACT

There is no fiscal impact.

MOTION

A City Councilmember should state "I move to _____ Resolution 2024-50, A Resolution of the City Council for the City of Salida, Colorado, Approving A Right-of-Way Agreement with Visionary Broadband", followed by a second and a roll call vote.

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 50
(Series of 2024)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO
AUTHORIZING THE RIGHT-OF-WAY USE AGREEMENT WITH VISIONARY
COMMUNICATIONS, LLC**

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, Visionary Communications, LLC (“Visionary”) has acquired the assets of Aristata Communications, formally Colorado Central Telecommunications; and

WHEREAS, some of those assets are located in the City and are part of Visionary’s network located in City rights-of-way, facilitating Visionary’s provision of broadband and telecommunications services in the City; and

WHEREAS, Colorado law (C.R.S. § 38-5.5-106) requires that no telecommunications or broadband provider may construct, operate and maintain facilities within any “public highway” (as defined in C.R.S. § 38-5.5-102(6)) without first obtaining consent of the jurisdiction with jurisdiction over these areas; and

WHEREAS, Colorado law (C.R.S. § 38-5.5-103) grants Visionary the right to construct, maintain, and operate conduit, cable, switches and related appurtenances and facilities along, across, upon, above, and under any public highway in the state subject to the jurisdiction’s police powers ((C.R.S. § 38-5.5-101(b)); and

WHEREAS, the Rights-of Way within the City fit within the State definition of Public Highway; and

WHEREAS, Visionary wishes to obtain a Right-of-Way Use Agreement with the City for purposes of obtaining the authorization required by State law, for the purpose of providing telecommunications services to the City’s inhabitants; and

WHEREAS, the City is willing to grant Visionary such Right-of-Way Use Agreement subject to the terms contained therein; and

WHEREAS, the City Council (“Council”) has determined that the attached Right-of-Way Use Agreement is in the best interests of the City and therefore authorizes the City Manager to enter into this Right-of-Way Use Agreement.

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

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

Section 2. The Salida City Council hereby authorizes the City Manager to execute the Right-of-Way Use Agreement, attached hereto as Exhibit A.

RESOLVED, APPROVED, AND ADOPTED this 20th day of August, 2024.

CITY OF SALIDA

By: _____
Dan Shore, Mayor

[SEAL]

ATTEST: _____
City Clerk/Deputy City Clerk

Exhibit A
Right-of-Way Use Agreement with Visionary Communications, LLC

RIGHT-OF-WAY USE AGREEMENT

THIS RIGHT-OF-WAY USE AGREEMENT (“Agreement”), made this ____ day of _____, 2024 (the “Effective Date”), by and between the City of Salida, Colorado (the “City”) and Visionary Communications, LLC (“Visionary”) (each a “Party” or collectively, the “Parties”).

WHEREAS, Visionary has acquired the assets of Aristata Communications, formally Colorado Central Telecommunications;

WHEREAS, Visionary has a Certificate of Public Convenience and Necessity (CPCN) from the Colorado Public Utilities Commission (PUC);

WHEREAS, Colorado law (C.R.S. § 38-5.5-106) requires that no telecommunications or broadband provider may construct, operate and maintain facilities within any “public highway” (as defined in C.R.S. § 38-5.5-102(6)) without first obtaining consent of the jurisdiction with jurisdiction over these areas;

WHEREAS, Colorado law (C.R.S. § 38-5.5-103) grants Visionary the right to construct, maintain, and operate conduit, cable, switches and related appurtenances and facilities along, across, upon, above, and under any public highway in the state subject to the jurisdiction’s police powers ((C.R.S. § 38-5.5-101(b));

WHEREAS, Colorado law (C.R.S. § 38-5.5-103.2) requires that local jurisdictions shall not discriminate or grant a preference to telecommunications providers or erect unreasonable requirements for the issuance of permits;

WHEREAS, the Rights-of Way within the City, as defined herein, fit within the State definition of Public Highway;

WHEREAS, Visionary wishes to obtain a Right-of-Way Use Agreement with the City for purposes of obtaining the authorization required by State law, and quantifying the permitting and insurance requirements of the City associated with Visionary’s authority to construct, maintain, operate, upgrade, adjust, protect, support, raise, lower, disconnect, remove and relocate its cables, poles, wires, conduits, conductors, pipes, structures, and related appurtenances (“Facilities”) for its telecommunications infrastructure in, under, along, over and across the present and future streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks, rights of way and similar public areas of the City (“Rights-of-Way” or “ROW”), for the purpose of providing telecommunications services to the City’s inhabitants;

WHEREAS, the City is willing to grant Visionary such Right-of-Way Use Agreement subject to the terms contained herein and Applicable Law (for purposes of this Agreement, “Applicable Law” means any statute, ordinance, judicial decision, order including, without limitation, FCC orders, executive order or regulation having the force and effect of law that determines the legal standing of a case or issue);

WHEREAS, the City and Visionary wish to memorialize their agreement as set forth herein.

NOW, THEREFORE, based on good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Visionary agree as follows:

1. **Scope of Agreement.** Visionary is hereby granted a non-exclusive license in, under, along, over and across the present and future Rights-of-Way of the City, for the purpose of providing telecommunications services to the City's inhabitants. All rights expressly granted to Visionary under this Agreement, which shall be exercised at Visionary's sole cost and expense, shall be subject to Applicable Law. All rights expressly granted to Visionary under this Agreement shall be subject to the City's lawful exercise of its police powers and the prior and continuing right of the City under Applicable Law to use any parts of the ROW exclusively or concurrently with any other person or entity and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, leases, licenses, permits, franchises, encumbrances, and claims of title of record which may affect the ROW. Except with respect to the License granted herein, nothing in this Agreement shall be deemed to grant convey, create, or vest in Visionary a real property interest in land, including any fee, leasehold interest, or easement. Any work performed pursuant to the rights granted under this Agreement shall be subject to, and conform with, Applicable Law. Nothing in this Agreement shall be deemed to grant a franchise, nor permit the City to collect a franchise fee. This Agreement does not grant a franchise or other right to utilize the Public ROW to construct a cable system, provide cable or other video programming services, or construct mobile wireless communications facilities, including, without limitation, "small cell facilities" as defined in C.R.S. § 29-27-402(4). Any Fixed Wireless or microwave transmission sites shall require compliance with City Code and any applicable regulations and must follow the City's generally applicable application processes prior to installation.

2. **Term.** The Term of this Agreement is ten (10) years.

3. **Location of Facilities/Maintenance.**

- a. Potholes must be performed so any conflicts with existing utilities can be avoided and are shown in the profile view of the drawings to be approved by the City. Potholes must be filled with flo-fill or flashfill and the backfill method must be approved by the City prior to undertaking such work. GIS data on the potholes and pipe material, if it can be visually identified, shall be submitted with each applicable right of way permit. All underground Facilities shall be placed a minimum of: (i) ten (10) feet, measured horizontally, from existing and known planned storm sewer, sanitary sewer, and potable and non-potable water lines; and (ii) eighteen (18) inches, measured vertically, above or below, existing and known planned storm sewer, sanitary sewer, and potable and non-potable water lines and wherever possible at perpendicular crossings. In the event Visionary is unable install Facilities in accordance with this Section, or has otherwise determined such placement is not feasible, Visionary and the City will work collaboratively to determine the location of the Facilities in accordance with the City Code and other Applicable Law.
- b. For aerial construction, Visionary will be required to abide by all provisions and limitations of its Joint Use Agreement (JUA) with Xcel Energy for the utilization of power poles. Notwithstanding the foregoing, the JUA does not give Visionary any right or authority to act or fail to act in any manner contrary to any legal requirements imposed by the City, and nothing herein shall be interpreted as a City waiver of any

legal authority it may have in connection with Visionary's construction and maintenance of its facilities. Visionary shall be bound by any requirements placed on Xcel by the City regarding undergrounding of aerial facilities and shall cooperate with Xcel in connection with any such requirements to underground facilities.

- c. Potholes shall also be performed during construction activities for all utility crossings.
- d. Warranty. Visionary warrants that all Facilities installed by it shall be in accordance with generally accepted professional practices and the level of competency presently maintained by others in the same or similar type of work, and in compliance with Applicable Law; (b) the plans and specifications provided by Visionary to the City and approved by the City (the "Plans"); and (c) the same standards that Visionary applies to construction of its own facilities (collectively referred to as the "Construction Standards"). Visionary further warrants that the Facilities shall be free from obstructions and otherwise fully comply with the Construction Standards.

4. Permits. Visionary shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Right-of-Way or installation of wireless hardware on private or public rights-of-way. Visionary shall be solely and absolutely responsible for paying all fees charged for such permits.

5. Utility Notification Center. Visionary shall contact the Utility Notification Center of Colorado, <https://www.colorado811.org/>, for location of any underground utilities, and locate the Facilities as required. Visionary shall use commercially reasonable efforts to coordinate with the City and any affected utilities to undertake locations in accordance with the policies of each entity.

6. Inspection/Stop Work. During Visionary's installation work, the City shall have the right to inspect the installation work. If the City determines that execution of the work is not in full compliance with Applicable Law, and because of this, the installation work needs to be stopped or modified, the City shall notify Visionary who shall immediately comply with the terms and conditions of the City's notice. The decision of whether to issue an order to stop or modify the installation process shall be based upon a specific finding that the work is not proceeding in accordance with the standards referenced above and that Visionary has refused to cure the City's objection within fifteen (15) days of receipt.

7. Relocation of Facilities. Visionary understands and acknowledges that the City may require Visionary to relocate one or more of its Facility installations horizontally or vertically. Visionary shall at the City's direction relocate such Facilities at Visionary's sole cost and expense not later than ninety (90) days after receiving written notice that the City reasonably determines that the relocation is needed for any of the following purposes: (a) if required for the construction, completion, repair, relocation, or maintenance of a City facility or ROW; (b) because the Facilities are interfering with or adversely affecting proper operation of street lights, traffic signals, governmental communications networks or other City property; or (c) to protect or preserve the public health or safety. In any such case, the City shall use its best efforts (but shall not be required to incur financial

costs) to afford Visionary a reasonably equivalent alternate location. If Visionary shall fail to relocate any Facilities as requested by the City within sixty (90) days after the above-referenced notice in accordance with the foregoing provision, the City shall be entitled to relocate the Facilities at Visionary's sole cost and expense, without further notice to Visionary.

8. **Damage and Restoration.** Unless otherwise provided by Applicable Law, whenever the installation, removal, or relocation of any Facilities is required or permitted under this Agreement, and such installation, removal, or relocation shall cause the ROW or any City or other public or private property to be damaged, or whenever Visionary, in connection with any of its operations, causes damage to the ROW or any other public or private property, Visionary, at its sole cost and expense, shall repair or cause to be repaired, the damage and return the ROW or other property in which the Facilities are located and all affected property to a safe and satisfactory condition, as follows: if the City determines that any damage poses a risk to the safety or health of the public, such damage shall be repaired within twenty-four (24) hours; any damage to public infrastructure, including roadways, sidewalks, drainage or utility infrastructure, and associated items, or actively operating irrigation systems, shall be repaired within five (5) days; any other damage to private property shall be repaired within fifteen (15) days. If Visionary does not repair the damage as described herein, then the City shall have the option, upon five (5) days' prior written notice to Visionary, to perform or cause to be performed such reasonable and necessary work on behalf of Visionary and to charge Visionary for the actual costs incurred by the City at City's standard rates, including administrative time. Upon the receipt of a demand for payment by the City, Visionary shall promptly reimburse the City for such costs. In the case of fire, disaster or other emergency impacting the public health and safety, the City may remove or disconnect the applicable Facilities located in the ROW or on any other property of the City. To the extent feasible as a result of any emergency, the City shall provide reasonable notice to Visionary prior to taking such action and if the situation safely permits, provide Visionary with the opportunity to perform such action within twenty-four (24) hours unless, in the City's reasonable discretion, the imminent threat to public health safety or welfare makes such notice impractical.

9. **Removal and Abandonment.**

- a. **Notice of Abandoned Facilities Prior to Termination.** If at any time prior to the expiration or termination of this Agreement Visionary intends to discontinue use of any Facilities, it shall notify the City in writing of the intent to discontinue use. Such notice shall describe the Facilities for which the use is to be discontinued, a date of discontinuance of use, which date shall not be less than thirty (30) days from the date such notice is submitted to the City and the method of removal and restoration. Visionary may not remove, destroy, or permanently disable any such Facilities during said thirty (30) day period without written approval of the City. After thirty (30) days from the date of such notice, Visionary shall remove and dispose of such Facilities as set forth in the notice, as the same may be modified by the City, restore any property damaged by such removal, and shall complete such removal, disposal, and restoration within sixty (60) days, unless additional time is requested from and approved by the City. If Visionary fails to complete this removal and restoration work on or before the sixty (60) days subsequent to the issuance of notice pursuant to this

Section, then the City, upon written notice to Visionary, shall have the right at the City's sole election, but not the obligation, to perform this removal or restoration work and charge Visionary for the actual costs and expenses, including, without limitation, reasonable administrative costs. Visionary shall pay to the City actual costs and expenses incurred by the City in performing any removal or restoration work and any storage of the Company's property after removal within sixty (60) days after the date of a written demand for this payment from the City.

- b. **Abandoned Facilities After Termination.** Within sixty (60) days of the termination date of this Agreement or any extensions to this Agreement, if removal of Facilities is required by this Agreement and/or Applicable Law, Visionary shall advise the City in writing of its formal plans for removing its Facilities from the ROW and conducting required restoration, including without limitation, and the anticipated beginning and completion dates for the removal work. After termination and subsequent notification from the City requiring removal of Facilities, Visionary shall remove and dispose of such Facilities as set forth in the notice, as the same may be modified by the City, restore any property damaged by such removal, and shall complete such removal, disposal, and restoration within sixty (60) days after termination and notification, unless additional time is requested from and approved by the City. If Visionary fails to complete this removal and restoration work on or before the sixty (60) days subsequent to termination and notification, then the City, upon written notice to Visionary, shall have the right at the City's sole election, but not the obligation, to perform this removal or restoration work and charge Visionary for the actual costs and expenses, including, without limitation, reasonable administrative costs. Visionary shall pay to the City actual costs and expenses incurred by the City in performing any removal or restoration work and any storage of Visionary's property after removal within sixty (60) days after the date of a written demand for this payment from the City. If the City does not elect to remove such items and seek reimbursement from Visionary, after Visionary's failure to so remove, any items of Visionary's property remaining on or about the ROW may, at the City's option, be deemed abandoned and the City may dispose of such property in any manner permitted by Applicable Law.
- c. **Conveyance of Facilities.** At the discretion of the City, and upon written notice from the City within thirty (30) days of the City's receipt of a notice of abandonment, the City may notify Visionary that it may abandon the Facilities in place, and shall further convey full title and ownership of such abandoned Facilities to the City in a form acceptable to the City. The consideration for the conveyance is the City's permission to abandon the Facilities in place. Visionary shall be responsible for all obligations as owner of the Facilities, or other liabilities associated therewith, if the City does not authorize the conveyance.
- d. **Abandonment of Facilities in Place.** Visionary may request that the City permit Visionary to leave the Facilities in place as is and Visionary may propose that it transfer its ownership of the Facilities to the City. To do so, Visionary shall send written notice to the City of its intent to transfer ownership of the Facilities. The City, in its sole and absolute discretion, shall determine whether to accept or reject the proposal to transfer ownership and shall advise Visionary of its decision within ninety

(90) days of receipt of Visionary's notice. If the City agrees to accept ownership, Visionary shall execute and deliver to the City bills of sale in a format acceptable to the City, and such other documents as the City deems necessary to effectuate such transfer of ownership to the City within thirty (30) days of the City's written notice of its intent to accept the transfer. If Visionary does not propose to transfer ownership, or if it does and the City decides not to accept ownership, the City may direct Visionary to remove its Facilities within ninety (90) days of notice, at the Visionary's sole expense.

- e. Survival. The provisions of this Section 9 shall survive the expiration or earlier termination of this Agreement. Unless removed by the City as set forth herein, Visionary may remove its Facilities from the ROW at any time at its discretion, provided that any such removal is in compliance with Applicable Law.

10. Other Utilities, Other Service Providers.

- a. Visionary agrees and understands that separation requirements between other utilities shall be met as required by City Standards and other utility requirements.
- b. Visionary agrees and understands that if the City has permitted or allowed natural gas gathering, storage, transmission, distribution, or related facilities within the ROW, Visionary has been fully advised by the City that such natural gas facilities may now transport and may continue to transport natural gas at significant pressures. Visionary shall advise all employees, agents, contractors, and other persons who enter upon the ROW the existence and nature of such natural gas facilities and the potential danger and risk involved.
- c. Visionary agrees and understands that any natural gas facilities, if located within the ROW, may be subject to cathodic protection by rectifier and related anode beds, and that the City shall not be liable for stray current or interfering signals induced in the Facilities as a result of the operating of the cathodic protection system.
- d. Visionary agrees and understands that if the City has permitted and allowed to be constructed electric transmission, distribution, or related facilities within the ROW, Visionary has been fully advised by the City that such electric facilities may now transmit and may continue to transmit electric current at significant voltages, and that the conductors on electric lines may not be insulated. Visionary shall advise all of its employees, agents, contractors, and other persons who enter upon the ROW of the existence and nature of such electric facilities and the potential danger and risk involved.

11. Hazardous Substances. Visionary agrees that Visionary, its contractors, subcontractors, and agents, will not use, generate, store, produce, transport or dispose any Hazardous Substance on, under, about or within the area of the ROW or adjacent property in violation of any Applicable Law. Except to the extent of the negligence or intentional misconduct of the City, Visionary shall pay, indemnify, defend, and hold City harmless against and to the extent of any loss or liability incurred by reason of any Hazardous Substance produced, disposed of, or used by Visionary pursuant to this Agreement. Visionary shall ensure that any on-site or off-site storage, treatment, transportation, disposal, or other handling of any Hazardous Substance will be performed

by persons who are properly trained, authorized, licensed and otherwise permitted to perform those services. The Parties recognize that Visionary is only using a small portion of the ROW and that Visionary shall not be responsible for any environmental condition or issue except to the extent resulting from Visionary's, its agents' or contractors' specific activities and responsibilities under this Agreement.

12. Visionary will maintain in full force and effect for the Term of the Right-of-Way Agreement, at Visionary's expense, the following insurance coverage:

- a. Workers' Compensation and Company's Liability Insurance. Visionary shall provide to the City proof of workers' compensation coverage for all its employees who are to work on the Facilities within the Rights-of-Way. Visionary's insurance shall include liability coverage, in an amount not less than one million dollars (\$1,000,000.00) per employee for each accident and disease. Visionary shall also supply to the City proof of workers' compensation and employer's liability insurance on any subcontractor before allowing that subcontractor on the job site.
- b. Commercial General Liability Insurance. Visionary shall provide coverage, during the entire Term, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground collapse and explosion, and products and completed operations, in an amount not less than two million dollars (\$2,000,000.00) per occurrence and four million dollars (\$4,000,000.00) general aggregate.
- c. Business Automobile Liability. Visionary shall maintain, during the entire Term, automobile liability insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence.
- d. Policies Primary. All policies required hereunder shall be in effect for the Initial Term and any Renewal Terms. All policies shall be primary and not contributory. Visionary shall pay the premiums on all insurance policies, and all insurance certificates must include a clause stating that the insurance may not be revoked, canceled, amended, or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the City.
- e. City as Additional Insured. All insurance policies required hereunder, except workers' compensation, shall name the City as an additional insured, and shall contain a waiver of subrogation against the City, its agents and employees. Visionary shall provide a copy of an endorsement providing this coverage.
- f. City's Right to Reject. The City reserves the right to reject a certificate of insurance if the insurance company is widely regarded in the insurance industry as financially unstable.

13. Visionary agrees to indemnify and hold the City harmless from any claims arising out of Visionary's work or use of the ROW Use Agreement granted herein except for claims, loss and damages caused by the gross negligence or willful misconduct to the City. Said agreement to indemnify and hold the City harmless includes, without limitation, reasonable attorney fees incurred

by the City in defense of such claims, investigative expenses regarding such claims and any amounts paid by or on behalf of the City arising out of such claims.

14. While the parties agree that there is a preference for underground installation, aerial installation of lines and other facilities may be permitted by the City under this Agreement 1) when “piggy backing” or use of preexisting overhead facilities is possible; or 2) when due to physical conditions installation of overhead facilities including poles is deemed by the City to be reasonably necessary. Installation of facilities shall comply with all City rules and regulations.

15. Visionary agrees to keep accurate records of its deployed network facilities. The City shall have the right to request such records to determine extent of fiber deployment.

16. Visionary shall indemnify, defend, and hold harmless the City and its officers, agents, employees, successors, and assignees from any and all third-party claims, lawsuits, losses, and liability arising out of Visionary’s use and occupancy of the rights-of-way, provided however that Visionary shall not be required to indemnify the City under this provision to the extent any such claims, lawsuits, losses, or liability are attributable to the negligence or wrongful actions or inactions of the City, its officials, boards, commissions, agents, contractors and/or employees.

17. In addition to installation work, this Agreement also authorizes Visionary access to its Facilities installed pursuant to this Agreement for purposes of maintenance and repair. Any such maintenance or repair efforts undertaken by Visionary shall be governed by all terms and conditions set forth in this Agreement and all applicable City Ordinances, Rules, Regulations, Codes or other legal authority.

18. Attorney Fees. In the event of any litigation between the parties hereto arising out of or relating to this Agreement, or the breach hereof, or the interpretation hereof, the prevailing party shall be entitled, in addition to other damages or costs, and award of reasonable attorney fees from the other party.

19. In the event of any court of competent jurisdiction declares any portion of this agreement to be void or unenforceable, the remaining terms and conditions of the Agreement shall remain in full force and effect.

20. Relocation for Third Parties. Upon the reasonable advance written notice of a request of a third-party holding a lawful permit issued by the City requiring temporary actions, Visionary shall protect, support, raise, lower, temporarily disconnect, relocate in or remove from the rights-of-way as necessary any Facilities, provided that the expense of such is paid by any such third-party. Visionary may require such payment in advance. For purposes of this subsection, “reasonable advance written notice” shall be no less than twenty (20) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

21. Any and all notices required pursuant to this Agreement shall be forwarded to the following:

- a. The City of Salida
448 E. 1st Street
Salida, CO 81201
ATTN: Director of Public Works
- b. Visionary Communications, LLC
Regulatory Compliance
1001 S Douglas Hwy, Suite 201
Gillette, WY 82716

22. This Agreement contains the entire understanding and agreement between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings between or among the parties relating to the subject matter of this Right-of-Way Use Agreement which are not fully expressed herein.

23. Governmental Immunity. The City and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., as amended, or otherwise available to the City and its officers, attorneys or employees.

24. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other. There are no intended third-party beneficiaries to this Agreement.

25. This Agreement may only be modified upon written agreement of the Parties.

26. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Chaffee County, Colorado.

The rest of this page intentionally left blank

IN WITNESS THEREOF, parties hereunto set their hand this ____ day of _____, 2024.

CITY OF SALIDA

By: _____

ATTEST:

_____, Deputy City Clerk

Visionary Communications, LLC

Signature: _____

Name/Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day
of _____, 2024, by _____ as _____ of Visionary Communications, LLC.

My commission expires: _____



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Community Development	Carolyn Poissant - Senior Planner	August 20, 2024

AGENDA ITEM

Resolution 2024-51: Approving the Findings of Fact of the Salida Quality Farms, LLC / Meadowlark Drive Annexation.

BACKGROUND

The proposed actions for the Salida Quality Farms, LLC / Meadowlark Drive Annexation are as follows:

Proposed Action	Planning Commission Recommendation	City Council First Reading	City Council Final Action
Findings of Fact Resolution 2024-51			8/20/2024
Annexation Ordinance 2024-13	7/9/2024	8/6/2024	8/20/2024
Annexation Agreement Resolution 2024-52			8/20/2024
Zoning Ordinance 2024-14	7/9/2024	8/6/2024	8/20/2024

State statutes require cities to approve findings that the proposed annexation has met the requirements of the State of Colorado. The proposed annexation consists of a 43.02 - acre property described as Meadowlark Subdivision Exemption Plat Lots 1 and 2 located on Meadowlark Drive between CR 120 and CR 140, along with portions of County Road 120 and County Road 140, for a total of 48.98 acres. The findings include:

- Notice in the paper for four consecutive weeks: the proposed annexation was published in the Mountain Mail on July 12, July 19, July 26, and August 2, 2024.
- Mail notice by registered mail to County Clerk, County Attorney, Salida School District, HRRMC Hospital District, Upper Arkansas Water Conservancy District, Salida Regional Library, Colorado Mountain College-Salida District and South Arkansas Fire Protection District. The letters were mailed on July 24, 2024.
- A public hearing was held on the annexation on August 20, 2024 and determined the area to be annexed complies with state statutes including:
 - That not less than one-sixth of the perimeter of the area is adjacent to Salida's boundary;
 - The property has not been divided since starting the annexation;

- No other annexation proceedings including the property have been started by another municipality;
- The annexation will not cause the property to be detached from the school district; and
- The annexation is not three miles beyond our municipality and there is a Three Mile Plan in place.

RECOMMENDATION

All of the findings have been met and staff recommends City Council adopt Resolution 2024-51.

MOTION

A City Councilmember should state, "I move to adopt Resolution 2024-51 approving the findings of facts for the Salida Quality Farms, LLC / Meadowlark Drive Annexation."

Attachment:

Resolution 2024-51

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 51
SERIES OF 2024**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, MAKING FINDINGS OF FACT, DETERMINATIONS, AND CONCLUSIONS CONCERNING THE SALIDA QUALITY FARMS, LLC / MEADOWLARK DRIVE ANNEXATION

WHEREAS, on June 5, 2024, representatives of Salida Quality Farms, LLC, filed a General Development Application (the "Petition") to commence proceedings to annex to the City of Salida (the "City") a certain unincorporated tract of land described as Meadowlark Subdivision Exemption Plat Lots 1 and 2, located on Meadowlark Drive along with portions of County Road 120 and County Road 140, comprised of a total of 48.98 acres in the County of Chaffee, State of Colorado (the "Property"), and being more particularly described on **Exhibit A**, attached hereto and incorporated herein by reference; and

WHEREAS, the City Council by Resolution 39, Series of 2024, found that the Petition is in substantial compliance with § 31-12-107(1) of the Colorado Revised Statutes; and

WHEREAS, the City Clerk has provided notice of public hearing on the proposed annexation by publication once per week for four successive weeks and by registered mail to the Clerk of the Board of County Commissioners, the County Attorney, the school district and to any special district having territory in the area to be annexed; and

WHEREAS, the City Council has completed a public hearing on August, 20, 2024 to determine that the proposed annexation complies with Article II, Section 30 of the Colorado Constitution and Sections 31-12-104 and 105, Colorado Revised Statutes, to establish eligibility for annexation.

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

That the City Council hereby finds and concludes with regard to the annexation of the territory described in Exhibit A attached hereto and incorporated herein, that not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the existing boundaries of the City and because of such contiguity, a community of interest exists between the territory proposed to be annexed and the City; and

BE IT FURTHER RESOLVED:

That the City Council finds and determines that no land held in identical ownership has been divided or included without written consent of the owner thereof; that no annexation proceedings have been commenced by another municipality; that the annexation will not result in the detachment of area from a school district; that the annexation will not result in the extension of a municipal boundary more than three miles; that the City has in place a plan for

said three mile area; and that in establishing the boundaries of the area to be annexed the entire width of any street or alley is included with the area annexed.

BE IT FURTHER RESOLVED:

That an election is not required, and no additional terms or conditions are to be imposed upon the area to be annexed.

RESOLVED, APPROVED AND ADOPTED this 20th day of August, 2024.

CITY OF SALIDA, COLORADO

Dan Shore, Mayor

[SEAL]

ATTEST:

City Clerk/Deputy City Clerk

EXHIBIT A

ANNEXATION PARCEL A – 1

ANNEXATION PARCEL A-2

LEGAL DESCRIPTION OF A TRACT OF LAND A - 1

ALL THAT TRACT OF LAND LOCATED IN THE NORTH HALF (N 1/2) OF SECTION 6, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, MARKED BY A 1 1/2" ALUMINUM CAP STAMPED LS 16117, FROM WHENCE THE REFERENCE MONUMENT TO THE NORTH QUARTER CORNER OF SAID SECTION 6 BEARS NORTH 71°50'25" EAST, A DISTANCE OF 1067.19 FEET, SAID REFERENCE MONUMENT LIES 14.82 FEET DUE NORTH OF THE QUARTER CORNER AND IS MARKED BY A 2 1/2" ALUMINUM CAP WITNESS CORNER STAMPED LS 16117;

THENCE SOUTH 01°27'06" WEST, A DISTANCE OF 228.98 FEET; THENCE NORTH 88°37'33" WEST, A DISTANCE OF 499.49 FEET;

THENCE SOUTH 09°16'37" EAST, A DISTANCE OF 993.48 FEET TO THE NORTHERLY RIGHT-OF- WAY OF CHAFFEE COUNTY ROAD NO.120;

THENCE SOUTH 35°52'34" EAST, A DISTANCE OF 78.90 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SAID CHAFFEE COUNTY ROAD NO.120;

THENCE NORTH 54°11'52" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 769.79 FEET;

THENCE NORTH 35°52'31" WEST, A DISTANCE OF 86.72 FEET TO SAID NORTHERLY RIGHT-OF- WAY OF CHAFFEE COUNTY ROAD NO.120;

THENCE SOUTH 54°14'56" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 379.80 FEET;

THENCE NORTH 35°43'57" WEST, A DISTANCE OF 175.58 FEET; THENCE NORTH 54°19'23" EAST, A DISTANCE OF 379.80 FEET;

THENCE NORTH 16°04'31" WEST, A DISTANCE OF 622.98 FEET TO THE POINT OF BEGINNING. CONTAINING 10.99 ACRES, MORE OR LESS.

PREPARED BY:

 **LANDMARK**
SURVEYING & MAPPING
SYDNEY A. SCHIEREN, PLS 37937 PO BOX
668
SALIDA, COLORADO 81201

LEGAL DESCRIPTION OF A TRACT OF LAND

A-2

ALL THAT TRACT OF LAND LOCATED IN THE NORTH HALF (N 1/2) OF SECTION 6, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT, MARKED BY A 1 1/2" ALUMINUM CAP STAMPED LS 16117, FROM WHENCE THE REFERENCE MONUMENT TO THE NORTH QUARTER CORNER OF SAID SECTION 6 BEARS NORTH 71°50'25" EAST, A DISTANCE OF 1,067.19 FEET, SAID REFERENCE MONUMENT LIES 14.82 FEET DUE NORTH OF THE QUARTER CORNER AND IS MARKED BY A 2 1/2" ALUMINUM CAP WITNESS CORNER STAMPED LS 16117; THENCE SOUTH 01°27'06" WEST, A DISTANCE OF 228.98 FEET; THENCE NORTH 88°37'33" WEST, A DISTANCE OF 499.49 FEET TO A #5 REBAR WITH STEEL TAG STAMPED LS 6753 AND THE TRUE POINT OF BEGINNING; THENCE NORTH 01°14'55" EAST, A DISTANCE OF 505.90 FEET TO THE SOUTH RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 140; THENCE SOUTH 88°30'09" EAST ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 246.18 FEET; THENCE NORTH 01°00'32" EAST, A DISTANCE OF 81.14 FEET TO THE NORTH RIGHT-OF-WAY OF SAID CHAFFEE COUNTY ROAD 140; THENCE NORTH 88°30'31" WEST, A DISTANCE OF 60.01 FEET; THENCE NORTH 88°36'35" WEST, A DISTANCE OF 948.80 FEET, THIS AND THE PRECEDING COURSE ARE ALONG SAID NORTH RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 140; THENCE SOUTH 01°23'25" WEST, A DISTANCE OF 83.07 FEET TO SAID SOUTH RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 140 AND THE NORTHWEST CORNER OF LOT 1, MEADOWLARK SUBDIVISION EXEMPTION; THENCE SOUTH 01°28'16" WEST, A DISTANCE OF 529.30 FEET; THENCE NORTH 88°38'51" WEST, A DISTANCE OF 238.72 FEET; THENCE SOUTH 01°25'56" WEST, A DISTANCE OF 479.52 FEET; THENCE SOUTH 01°12'14" WEST, A DISTANCE OF 59.87 FEET; THENCE SOUTH 01°24'14" WEST, A DISTANCE OF 399.57 FEET TO THE SOUTHWEST CORNER OF LOT 2, MEADOWLARK SUBDIVISION EXEMPTION; THENCE SOUTH 89°41'44" EAST, A DISTANCE OF 250.09 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY A DISTANCE OF 682.76 FEET ALONG A CURVE DEFLECTING TO THE RIGHT AND HAVING A RADIUS OF 679.60 FEET, A DELTA ANGLE OF 57°33'44", A CHORD BEARING OF SOUTH 60°54'52" EAST AND A CHORD LENGTH OF 654.41 FEET TO THE NORTHERLY RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 120; THENCE SOUTH 30°30'00" EAST, A DISTANCE OF 58.27 FEET TO THE SOUTH RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 120; THENCE NORTH 59°30'00" EAST, A DISTANCE OF 89.65 FEET; THENCE NORTH 54°11'52" EAST, A DISTANCE OF 375.89 FEET, THIS AND THE PRECEDING COURSE ARE ALONG SAID SOUTH RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 120;

THENCE NORTH 35°52'34" WEST, A DISTANCE OF 78.90 FEET TO THE NORTH RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 120;
THENCE NORTH 09°16'37" WEST, A DISTANCE OF 993.48 FEET TO THE POINT OF BEGINNING.
CONTAINING 37.99 ACRES, MORE OR LESS.

PREPARED BY:

 **LANDMARK**
SURVEYING & MAPPING
SYDNEY A. SCHIEREN, PLS 37937
PO BOX 668, SALIDA, COLORADO 81201



CITY COUNCIL ACTION FORM

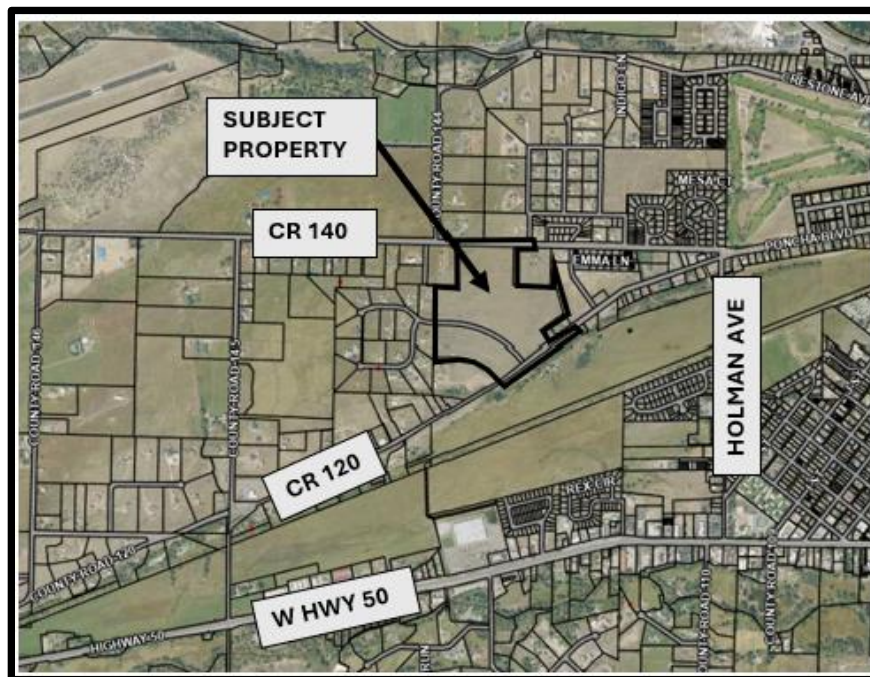
DEPARTMENT	PRESENTED BY	DATE
Community Development	Carolyn Poissant - Senior Planner	August 20, 2024

AGENDA ITEM

Resolution 2024-52 : A Resolution of the City Council of the City of Salida, Colorado, Approving an Annexation Agreement with Salida Quality Farms, LLC for the Annexation of Certain Real Property into the City.

BACKGROUND

On June 5, 2024, Salida Quality Farms, LLC represented by James L. Treat submitted a complete application to annex a 43.02 - acre property described as Meadowlark Subdivision Exemption Plat Lots 1 and 2, located on Meadowlark Drive between CR 120 and CR 140 adjacent to the western edge of Angelview Subdivision, along with portions of County Road 120 and County Road 140, for a total of 48.98 acres.



Vicinity Map

A public hearing with the Planning Commission was held July 9, 2024. The Commission unanimously (7-0) recommended Council approve the proposed Salida Quality Farms, LLC / Meadowlark Drive Annexation with conditions recommended by staff. The Commission also requested that the developer work with adjacent property owners to create a buffer between the properties to act as a transition between the existing homes and new development. A meeting was held on Thursday, August 8, 2024 at the Chaffee County Fairgrounds for this purpose, which staff attended. No specific proposal or offer was provided by the property owner (Mr. James L. Treat) at that time.

STAFF RECOMMENDATION

Staff recommends approval of the proposed annexation agreement, which includes the conditions stipulated in the annexation approval (Ordinance 2024-13).

MOTION

A City Councilmember should state, "I move to _____ Resolution 2024-52 approving the Salida Quality Farms, LLC / Meadowlark Drive Annexation Agreement," followed by a second and a roll call and vote.

Attachments: Resolution 2024- 52
Salida Quality Farms, LLC / Meadowlark Drive Annexation Agreement

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 52
(Series of 2024)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,
APPROVING AN ANNEXATION AGREEMENT WITH SALIDA QUALITY FARMS, LLC FOR
THE ANNEXATION OF CERTAIN REAL PROPERTY INTO THE CITY.**

WHEREAS, Salida Quality Farms, LLC is the “Owner” of certain real property described as Meadowlark Subdivision Exemption Plat Lots 1 and 2, located on Meadowlark Drive in unincorporated Chaffee County, Colorado (the “Property”); and

WHEREAS, the Property is eligible for annexation under C.R.S. § 31-12-104, and the Owners desire to annex the Property into the City of Salida (the “City”); and

WHEREAS, the Owners desire that the City provide municipal services at the Property on the same terms and conditions as those services are provided throughout the rest of the City; and

WHEREAS, the City and the Owners desire to enter into an Annexation Agreement, attached as **Exhibit A** and incorporated herein by this reference, pursuant to C.R.S. §31-12-101 *et seq.* to set forth the terms and conditions of the Property’s annexation into the City.

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

1. Incorporation of Recitals. The City incorporates the foregoing recitals as findings and determinations by the City Council.
2. Enactment. The City Council finds it is in the best interests of the City, approves the attached Annexation Agreement, and authorizes the Mayor to sign it.

RESOLVED, APPROVED AND ADOPTED this 20th day of August, 2024.

CITY OF SALIDA, COLORADO

Dan Shore, Mayor

[SEAL]

ATTEST:

City Clerk/Deputy City Clerk

SALIDA QUALITY FARMS, LLC / MEADOWLARK DRIVE ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT ("Agreement") is made and entered into this 20th day of August, 2024, by and between the CITY OF SALIDA, COLORADO, a Colorado statutory city ("City"), and SALIDA QUALITY FARMS, LLC ("Annexor"), each a "Party" and together the "Parties."

Section 1 - Recitals

- 1.1 The Annexor is the fee title owner of 100% of certain lands known as the "Salida Quality Farms, LLC / Meadowlark Drive Annexation" and more particularly described on attached **Exhibit A**, which is incorporated herein by this reference (the "Property").
- 1.2 The Property is contiguous to the current municipal boundaries of the City and contains approximately 48.98 total acres, more or less, in unincorporated Chaffee County, Colorado.
- 1.3 The Annexor desires to have the Property annexed to the City, and the City desires to annex the Property on the terms and conditions set forth herein.
- 1.4 Under Colorado law, the City may not annex the Property without the consent of the Annexor.
- 1.5 On June 5, 2024, the Annexor filed with the City Clerk a petition for annexation of the Property ("Annexation Petition").
- 1.6 The City has determined that the Annexation Petition complies with the Colorado Municipal Annexation Act of 1965, as amended, Colorado Revised Statutes sections 31-12-101 through -123 (the "Annexation Act"), and Article IX of the City's Land Use and Development Code.
- 1.7 The City has accepted the Annexation Petition, has given all notices and conducted all hearings required by the Annexation Act, has determined that the Property is eligible for annexation to the City, and has made all necessary findings in support of the annexation of the Property.
- 1.8 On July 9, 2024 the Salida Planning Commission held a public hearing and reviewed the annexation map and all required supportive information and has submitted a written recommendation to the City Council to approve the proposed annexation.
- 1.9 On August 20, 2024 the City Council adopted Ordinance No. 2024-13 annexing the Property to the City; and Ordinance No. 2024-14, zoning the Property as High Density Residential (R-3).
- 1.10 The City and the Annexor desire to enter into this Agreement to set forth their agreements

concerning the terms and conditions of the annexation of the Property to the City and the zoning and development of the Property.

- 1.11 The City and the Annexor acknowledge that the terms and conditions hereinafter set forth are reasonable; within the authority of each to perform; necessary to protect, promote, and enhance the health, safety, and general welfare of the residents and property owners of the City; and mutually advantageous.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Annexor agree as follows:

Section 2 – Definitions

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

- 2.1 “Agreement” means this Annexation Agreement. The Recitals in Section 1 above are fully incorporated into this Agreement and made a part hereof by this reference.
- 2.2 “Annexation Act” means sections 31-12-101 through -123, Colorado Revised Statutes.
- 2.3 “Annexation Petition” means the Petition for Annexation of the Property filed of record with the City Clerk on June 5, 2024.
- 2.4 “Annexor” means Salida Quality Farms, LLC, and the successor(s), assigns and agent(s).
- 2.5 “City” means the City of Salida, a Colorado statutory City.
- 2.6 “City Code” means the City of Salida Municipal Code (SMC).
- 2.7 “City Council” means the City Council of the City of Salida, Colorado.
- 2.8 “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 Annexor.
- 2.9 “Final Annexation Approval” means that all of the following have occurred:
- 2.9.1 City Council has adopted a resolution approving the execution of this agreement;
- 2.9.2 The effective date of Ordinance No. 2024-13 annexing the Property to the City, has occurred; and
- 2.9.3 The effective date of Ordinance No. 2024-14, zoning the Property as High Density Residential (R-3) has occurred.

- 2.10 “Property” means the land that is described as the Salida Quality Farms, LLC / Meadowlark Drive Annexation in the Annexation Petition and that is legally described in attached **Exhibit A**.
- 2.11 “Reimbursable Costs and Fees” means all fees and costs incurred by the City in connection with the City’s processing and review of the proposed annexation, including without limitation processing and review of the Annexation Petition, zoning applications, and development proposals; and the City’s drafting, review, and execution of this Agreement.

Section 3 – Purpose of Agreement and Binding Effect

- 3.1 The purpose of this Agreement is to establish a contractual relationship between the City and the Annexor with respect to the annexation of the Property, and to establish the terms and conditions upon which the Property will be annexed, zoned, and developed. The terms, conditions, and obligations described herein, including without limitation restrictions upon the zoning and development of the Property, are contractual obligations of the Parties, and the Parties waive any objection to the enforcement of the terms of this Agreement as contractual obligations.
- 3.2 This Agreement benefits and is binding upon the City, the Annexor, and the Annexor’s successor(s). Unless otherwise specified herein, the Annexor’s obligations under this Agreement constitute a covenant running with the Property. As described in Section 9.13 below, the Annexor shall record this Agreement with the Clerk and Recorder of Chaffee County, Colorado.

Section 4 – Annexation of Property

- 4.1 The Annexor agrees to the Annexation of the Property, and the City agrees that it will annex the Property, only in accordance with the terms and conditions of this Agreement.

Section 5 – Terms and Conditions for Annexation of Property

- 5.1 All terms and conditions imposed by this Agreement are in addition to and not in place of any and all requirements of the City Code, the Annexation Act, and all other applicable laws and regulations.
- 5.2 Annexation of the Property to the City will not be effective until both of the following conditions have been met:
- 5.2.1 The Annexor and the City have mutually executed and delivered this Agreement;
and
- 5.2.2 Final Annexation Approval has occurred.

5.3 Zoning of Property.

- 5.3.1 On July 9, 2024, the Salida Planning Commission recommended zoning the Property as High Density Residential (R-3).
- 5.3.2 At its August 20, 2024 meeting, the City Council approved zoning the Property as High Density Residential (R-3).
- 5.3.3 Nothing in this Agreement limits, restricts, or abrogates in any way, and this Agreement is not to be construed to limit, restrict, or abrogate in any way, the power or authority of the City to rezone the Property or any portion thereof at any time after annexation, either on the City's own motion or in response to a zoning petition.

5.4 Development of Property.

- 5.4.1 All proposed development shall comply with the provisions of the Municipal Code.
- 5.4.2 A minimum of 4 acres of park and open space, generally consistent with the location and configuration adjacent to Angelview Subdivision as shown on the Concept Plan submitted with the annexation application, shall be dedicated prior to development of the parcel. Such dedication shall not preclude any requirements for additional park and open space dedication or fees-in-lieu associated with future development of the property.
- 5.4.3 A network of shared use paths located approximately as illustrated in the Concept Plans submitted with the annexation application, connecting CR 120, Meadowlark Drive, CR 140 and Angelview Subdivision, shall be constructed to meet city standards with the development of the public street network upon subdivision of the property.

5.5 Utilities and Municipal Services. The City shall provide the Property the usual and customary municipal services provided by the City within its municipal limits generally, in accordance with the City Code and City policies. Limitations upon the availability of City utility service may exist from time to time. The Property is and will remain subject to all policies, ordinances, rules, regulations, platting restrictions, and permitting procedures currently in effect or enacted in the future to allocate or regulate the use of the City's utility resources generally throughout the City.

- 5.4.4 Water and Wastewater Service. The City shall provide water and wastewater treatment services to the Property upon the same basis as such services are provided to other properties within the City, subject to the rules and regulations given in Section 13 of the City Code, as it exists now and as it may be amended.

- 5.5.2 Fire Protection Services. The City shall provide fire protection services to the

Property upon the same basis as such services are provided to other properties within the City.

5.5.3 Police Services. The City shall provide police services to the Property upon the same basis as such services are provided to other property within the City.

5.5.4 Electric, Natural Gas, Telephone, Cable TV, and Other Utility Services. The City does not provide electric, natural gas, telephone, or cable TV facilities or services. Such services are available within the City from private entities. The extension of such services to the Property is not the obligation or responsibility of the City.

5.5.5 Streets and Roads. Within its municipal boundaries, the City shall maintain any duly dedicated and accepted public streets and roads that serve the Property, both on- and off-site, upon the same basis as such services are provided to other properties within the City.

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

5.6.1 Unless otherwise approved by City Council, the Annexor 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 proposed annexation, including without limitation processing and review of the Annexation Petition, zoning applications, and development proposals, 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. Interest will be imposed at rate of 1.5% per month on all balances not paid to the City within thirty (30) days of the effective date of the City's invoicing of the Annexor for the Reimbursable Costs and Fees, with that effective date determined in accordance with Section 9.8 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 attorney's fees and costs incurred in said collection efforts in addition to the amount due and unpaid.

5.6.2 Payment of Currently Existing Fees as a Condition of Annexation. The Annexor 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 annexation, and as a pre-condition to any development review. The Annexor further agrees not to contest any ordinance imposing such fees as they pertain to the Property.

Section 6 – Zoning

- 6.1 The Annexor requests and consents to High Density Residential District (R-3). Upon Final Annexation Approval, the Property will be subject to and must adhere to all applicable zoning regulations of the City, as those regulations may be amended. The Annexor shall cease and desist from any non-conforming uses on the Property within one (1) year from the date of Final Annexation Approval. In that one (1) year period, there must be no expansion of any non-conforming use.

Section 7 – Breach by Annexor and City’s Remedies

- 7.1 In the event of a breach of any of the terms and conditions of this Agreement by the Annexor, the City may take any action necessary or appropriate to enforce its rights, including without limitation any or all of the following:
- 7.1.1 The refusal to issue any building permit or Certificate of Occupancy to the Annexor; provided, however, that this remedy will be unavailable to the City until after the affidavit described in Section 7.1.2 below has been recorded; and provided further that this remedy will not be available against a bona fide third party.
 - 7.1.2 The recording with the Chaffee County Clerk and Recorder of a first affidavit approved in writing by the City Attorney and signed by the City Administrator or the City Administrator’s designee, declaring that the terms and conditions of this Agreement have been breached by the Annexor. At the next regularly scheduled City Council meeting following recording of such first affidavit, the City Council shall either approve the filing of said first affidavit or direct the City Administrator to file a second affidavit declaring that the default has been cured and nullifying the first affidavit. Upon the recording of a first affidavit, no parcels or portions thereof on the Property may be sold until the default has been cured. An affidavit signed by the City Administrator or the City Administrator’s designee and approved by the City Council declaring that the default has been cured will remove this restriction and be sufficient evidence when recorded that the default has been cured.
 - 7.1.3 The refusal to allow further development review for the Property.
 - 7.1.4 Any other remedy available in equity or at law.
- 7.2 Unless immediate action is necessary to protect the health, safety, or welfare of the City’s residents, the City shall give the Annexor ten (10) days’ written notice of the City’s intent to take any action under this Section 7, during which 10-day period the Annexor may cure the breach described in said notice and prevent further remedial action by the City. In the event the breach is not cured within the 10-day period, the City will consider whether the Annexor has undertaken reasonable steps to timely complete the cure if additional time is required.

- 7.3 The District Court of the County of Chaffee, State of Colorado, will have exclusive jurisdiction to resolve any dispute over this Agreement.
- 7.4 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.

Section 8 – Indemnification and Release

- 8.1 Release of Liability. The Annexor acknowledges that the City cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the City Code, City ordinances, and the laws of the State of Colorado. The Annexor further acknowledges that it acts at its own risk with respect to relying or acting upon any representation or undertaking by the City or its officers or agents or their designees, which representation or undertaking subsequently is held unlawful by a court of competent jurisdiction. Accordingly, the Annexor expressly waives and releases any current or future claims related to or arising from any such representation or undertaking by the City or its officers or agents or their designees.
- 8.2 Indemnification.
- 8.2.1 The Annexor shall release 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 proposed annexation, (b) the City's approval of the proposed zoning, (c) any approval given during development review of the Property; (d) except to the extent of any actual negligence on the part of the City, and the City's officers, agents, employees, and their designees, any road or sidewalk enlargement, extension, realignment, improvement, or maintenance, or approval thereof; or (e) any other item contained in this Agreement.
- 8.2.2 Nothing in this Agreement obligates or compels the City to proceed with any action or referendum position, other than as the City Council, in its sole discretion, directs.

Section 9 – General Provisions

- 9.1 Waiver of Defects. In executing this Agreement, the Annexor waives all objections it may have to any defects in the form or execution of this Agreement concerning the power of the City to impose conditions on the Annexor as set forth herein. The Annexor further waives all objections it may have to the procedure, substance, and form of the ordinances or resolutions adopting this Agreement.
- 9.2 Final Agreement. This Agreement supersedes and controls all prior written and oral

agreements and representations of the Parties with respect to the subject matter hereof and is the total integrated agreement between the Parties.

- 9.3 Modifications. This Agreement may be modified only by a subsequent written agreement executed by both Parties.
- 9.4 Voluntary Agreement. The Annexor agrees to comply with all of the terms and conditions of this Annexation Agreement on a voluntary and contractual basis, as a condition of annexation of the Property to the City.
- 9.5 Election. The Annexor represents and submits that to the extent an election would be required by the Annexation Act to approve the annexation or impose terms and conditions upon the Property to be annexed, the Annexor owns one hundred percent (100%) of the Property to be annexed and would vote to approve the annexation and all terms and conditions as set forth herein. Thus, any election necessarily would result in a majority of the electors' approval to the annexation and the terms and conditions.
- 9.6 Annexor's Representations. All representations of the Annexor, either oral or as set forth in the Annexation Petition and zoning application, and all documents previously or subsequently submitted with reference thereto, are to be considered incorporated into this Annexation Agreement as if set forth in full herein.
- 9.7 Survival. The City's and the Annexor'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.
- 9.8 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 (72) 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, Ste. 112
 Salida, CO 81201

Notice to the Annexors: Salida Quality Farms, LLC
 James L. Treat
 225 G Street
 Salida, CO 81201

- 9.9 Terms and Conditions as Consideration for Annexation. The Annexor acknowledges that the City's decision to annex the Property is at the City's sole discretion. In consideration for the City's agreement to annex, the Annexor agrees to be bound by all of the terms and

conditions of such annexation contained herein, and further acknowledges that such terms and conditions are requisite to the City's decision to annex the Property. The Annexor further agrees and acknowledges that its decision to proceed with annexation is a voluntary act of the Annexor, and that the Annexor has the sole and absolute discretion to withdraw its petition for annexation in lieu of such voluntary act.

- 9.10 Applicable Laws, Ordinances, and Regulations. The Annexor understands and agrees that the Property, upon annexation, and all subsequent development of the Property, will be subject to and bound by the applicable provisions of laws, ordinances, resolutions, regulations, and policies of the City or the State as they exist at the time of annexation and as they may from time to time be amended or adopted. Nothing in this Agreement constitutes or is to be construed as constituting a repeal of existing ordinances or regulations, or as a waiver or abnegation of the City's legislative, governmental, or police powers to protect the health, safety, and general welfare of the City and its inhabitants.
- 9.11 Termination. In the event that the annexation of the Property is for any reason not completed, this Agreement will terminate and become null and void and of no force and effect. In such an event, the Annexor shall pay all Reimbursable Costs and Expenses incurred by the City to the time of termination. Otherwise, unless and until the Property is disconnected from the City in accordance with Colorado law, including without limitation sections 31-12-601 through -605, the term of this Agreement is perpetual.
- 9.12 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.
- 9.13 Recording. The Annexor shall record this Agreement with the Clerk and Recorder of Chaffee County, Colorado.
- 9.14 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 Annexor, and the Annexor's successor(s).

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

CITY OF SALIDA, COLORADO

By _____
Dan Shore, Mayor

ATTEST:

City Clerk/Deputy City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

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

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

Notary Public

By _____
Salida Quality Farms, LLC
James L. Treat

EXHIBIT A

**LEGAL DESCRIPTION
OF A-1
TRACT OF LAND TO BE ANNEXED**

**LEGAL DESCRIPTION
OF A-2
TRACT OF LAND TO BE ANNEXED**

A - 1

ALL THAT TRACT OF LAND LOCATED IN THE NORTH HALF (N 1/2) OF SECTION 6, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, MARKED BY A 1 1/2" ALUMINUM CAP STAMPED LS 16117, FROM WHENCE THE REFERENCE MONUMENT TO THE NORTH QUARTER CORNER OF SAID SECTION 6 BEARS NORTH 71°50'25" EAST, A DISTANCE OF 1067.19 FEET, SAID REFERENCE MONUMENT LIES 14.82 FEET DUE NORTH OF THE QUARTER CORNER AND IS MARKED BY A 2 1/2"

ALUMINUM CAP WITNESS CORNER STAMPED LS 16117;

THENCE SOUTH 01°27'06" WEST, A DISTANCE OF 228.98 FEET;

THENCE NORTH 88°37'33" WEST, A DISTANCE OF 499.49 FEET;

THENCE SOUTH 09°16'37" EAST, A DISTANCE OF 993.48 FEET TO THE NORTHERLY RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO.120;

THENCE SOUTH 35°52'34" EAST, A DISTANCE OF 78.90 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SAID CHAFFEE COUNTY ROAD NO.120;

THENCE NORTH 54°11'52" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 769.79 FEET;

THENCE NORTH 35°52'31" WEST, A DISTANCE OF 86.72 FEET TO SAID NORTHERLY RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO.120;

THENCE SOUTH 54°14'56" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 379.80 FEET;

THENCE NORTH 35°43'57" WEST, A DISTANCE OF 175.58 FEET;

THENCE NORTH 54°19'23" EAST, A DISTANCE OF 379.80 FEET;

THENCE NORTH 16°04'31" WEST, A DISTANCE OF 622.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.99 ACRES, MORE OR LESS.



A-2

ALL THAT TRACT OF LAND LOCATED IN THE NORTH HALF (N 1/2) OF SECTION 6, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT, MARKED BY A 1 1/2" ALUMINUM CAP STAMPED LS 16117, FROM WHENCE THE REFERENCE MONUMENT TO THE NORTH QUARTER CORNER OF SAID SECTION 6 BEARS NORTH 71°50'25" EAST, A DISTANCE OF 1,067.19 FEET, SAID REFERENCE MONUMENT LIES 14.82 FEET DUE NORTH OF THE QUARTER CORNER AND IS MARKED BY A 2 1/2" ALUMINUM CAP WITNESS CORNER STAMPED LS 16117;
 THENCE SOUTH 01°27'06" WEST, A DISTANCE OF 228.98 FEET;
 THENCE NORTH 88°37'33" WEST, A DISTANCE OF 499.49 FEET TO A #5 REBAR WITH STEEL TAG STAMPED LS 6753 AND THE TRUE POINT OF BEGINNING;
 THENCE NORTH 01°14'55" EAST, A DISTANCE OF 505.90 FEET TO THE SOUTH RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 140;
 THENCE SOUTH 88°30'09" EAST ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 246.18 FEET;
 THENCE NORTH 01°00'32" EAST, A DISTANCE OF 81.14 FEET TO THE NORTH RIGHT-OF-WAY OF SAID CHAFFEE COUNTY ROAD 140;
 THENCE NORTH 88°30'31" WEST, A DISTANCE OF 60.01 FEET;
 THENCE NORTH 88°36'35" WEST, A DISTANCE OF 948.80 FEET, THIS AND THE PRECEDING COURSE ARE ALONG SAID NORTH RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 140;
 THENCE SOUTH 01°23'25" WEST, A DISTANCE OF 83.07 FEET TO SAID SOUTH RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 140 AND THE NORTHWEST CORNER OF LOT 1, MEADOWLARK SUBDIVISION EXEMPTION;
 THENCE SOUTH 01°28'16" WEST, A DISTANCE OF 529.30 FEET;
 THENCE NORTH 88°38'51" WEST, A DISTANCE OF 238.72 FEET;
 THENCE SOUTH 01°25'56" WEST, A DISTANCE OF 479.52 FEET;
 THENCE SOUTH 01°12'14" WEST, A DISTANCE OF 59.87 FEET;
 THENCE SOUTH 01°24'14" WEST, A DISTANCE OF 399.57 FEET TO THE SOUTHWEST CORNER OF LOT 2, MEADOWLARK SUBDIVISION EXEMPTION;
 THENCE SOUTH 89°41'44" EAST, A DISTANCE OF 250.09 FEET TO A POINT OF CURVATURE;
 THENCE SOUTHEASTERLY A DISTANCE OF 682.76 FEET ALONG A CURVE DEFLECTING TO THE RIGHT AND HAVING A RADIUS OF 679.60 FEET, A DELTA ANGLE OF 57°33'44", A CHORD BEARING OF SOUTH 60°54'52" EAST AND A CHORD LENGTH OF 654.41 FEET TO THE NORTHERLY RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 120;
 THENCE SOUTH 30°30'00" EAST, A DISTANCE OF 58.27 FEET TO THE SOUTH RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 120;
 THENCE NORTH 59°30'00" EAST, A DISTANCE OF 89.65 FEET;
 THENCE NORTH 54°11'52" EAST, A DISTANCE OF 375.89 FEET, THIS AND THE PRECEDING COURSE ARE ALONG SAID SOUTH RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 120;
 THENCE NORTH 35°52'34" WEST, A DISTANCE OF 78.90 FEET TO THE NORTH RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 120;
 THENCE NORTH 09°16'37" WEST, A DISTANCE OF 993.48 FEET TO THE POINT OF BEGINNING.
 CONTAINING 37.99 ACRES, MORE OR LESS.

PREPARED BY:

 **LANDMARK**
 SURVEYING & MAPPING
 SYDNEY A. SCHIEREN, PLS 37937
 PO BOX 668, SALIDA, COLORADO 81201



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Community Development	Carolyn Poissant - Senior Planner	August 20, 2024

AGENDA ITEM

Resolution 2024-53 : Approving the Findings of Fact of the Suesse Annexation.

BACKGROUND

The proposed actions for the Suesse Annexation are as follows:

Proposed Action	Planning Commission Recommendation	City Council First Reading	City Council Final Action
Findings of Fact Resolution 2024-53			8/20/2024
Annexation Ordinance 2024-15	7/9/2024	8/6/2024	8/20/2024
Annexation Agreement Resolution 2024-			
Zoning Ordinance 2024-16	7/9/2024	8/6/2024	8/20/2024

State statutes require cities to approve findings that the proposed annexation has met the requirements of the State of Colorado. The proposed annexation consists of a 5.71-acre property plus a portion of Confluence Road right-of-way (5.86 acres total). The findings include:

- Notice in the paper for four consecutive weeks: the proposed annexation was published in the Mountain Mail on July 12, July 19, July 26, and August 2, 2024.
- Mail notice by registered mail to County Clerk, County Attorney, Salida School District, HRRMC Hospital District, Upper Arkansas Water Conservancy District, Salida Regional Library, Colorado Mountain College-Salida District and South Arkansas Fire Protection District. The letters were mailed on July 24, 2024.
- A public hearing was held on the annexation on August 20, 2024 and determined the area to be annexed complies with state statutes including:
 - That not less than one-sixth of the perimeter of the area is adjacent to Salida's boundary;
 - The property has not been divided since starting the annexation;
 - No other annexation proceedings including the property have been started by another municipality;
 - The annexation will not cause the property to be detached from the school district; and

- The annexation is not three miles beyond our municipality and there is a Three Mile Plan in place.

RECOMMENDATION

All of the findings have been met and staff recommends City Council adopt Resolution 2024-53.

MOTION

A City Councilmember should state, "I move to adopt Resolution 2024-53 approving the findings of facts for the Suesse Annexation."

Attachment:

Resolution 2024-53

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 53
SERIES OF 2024**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, MAKING FINDINGS OF FACT, DETERMINATIONS, AND CONCLUSIONS CONCERNING THE SUESSE ANNEXATION

WHEREAS, on May 22, 2024, Ned Suesse filed a General Development Application (the "Petition") to commence proceedings to annex to the City of Salida (the "City") a certain unincorporated tract of land comprised of a 5.71-acre parcel located at 6953 County Road 105 and a 0.27-acre portion of Confluence Road right-of-way in the County of Chaffee, State of Colorado (the "Property"), and being more particularly described on **Exhibit A**, attached hereto and incorporated herein by reference; and

WHEREAS, the City Council by Resolution 40, Series of 2024, found that the Petition is in substantial compliance with § 31-12-107(1) of the Colorado Revised Statutes; and

WHEREAS, the City Clerk has provided notice of public hearing on the proposed annexation by publication once per week for four successive weeks and by registered mail to the Clerk of the Board of County Commissioners, the County Attorney, the school district and to any special district having territory in the area to be annexed; and

WHEREAS, the City Council has completed a public hearing on August, 20, 2024 to determine that the proposed annexation complies with Article II, Section 30 of the Colorado Constitution and Sections 31-12-104 and 105, Colorado Revised Statutes, to establish eligibility for annexation.

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

That the City Council hereby finds and concludes with regard to the annexation of the territory described in Exhibit A attached hereto and incorporated herein, that not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the existing boundaries of the City and because of such contiguity, a community of interest exists between the territory proposed to be annexed and the City; and

BE IT FURTHER RESOLVED:

That the City Council finds and determines that no land held in identical ownership has been divided or included without written consent of the owner thereof; that no annexation proceedings have been commenced by another municipality; that the annexation will not result in the detachment of area from a school district; that the annexation will not result in the extension of a municipal boundary more than three miles; that the City has in place a plan for

said three mile area; and that in establishing the boundaries of the area to be annexed the entire width of any street or alley is included with the area annexed.

BE IT FURTHER RESOLVED:

That an election is not required, and no additional terms or conditions are to be imposed upon the area to be annexed.

RESOLVED, APPROVED AND ADOPTED this 20th day of August, 2024.

CITY OF SALIDA, COLORADO

Dan Shore, Mayor

[SEAL]
ATTEST:

City Clerk/Deputy City Clerk

EXHIBIT A

ALL THAT TRACT OF LAND LOCATED WITHIN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDAN, ALSO BEING LOT 1-R "CONFLUENCE ROAD SUBDIVISION EXEMPTION FOR PUBLIC BENEFIT," CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WITNESS CORNER TO THE NORTH QUARTER CORNER OF SAID SECTION 9, BEING MARKED BY A 3 1/4" B.L.M. BRASS CAP, FROM WHENCE THE TRUE NORTH QUARTER CORNER OF SAID SECTION 9 BEARS SOUTHWEST 88 DEG 48'25" EAST, A DISTANCE OF 74.51 FEET; THENCE SOUTHWEST 88 DEG 48'25" EAST ALONG THE NORTH LINE OF SAID SECTION 9, A DISTANCE OF 380.68 FEET TO THE WEST RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 105;

THENCE SOUTHWEST 25 DEG 25'46" EAST, A DISTANCE OF 16.62 FEET TO A POINT OF CURVATURE;

THENCE SOUTHERLY A DISTANCE OF 16.89 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE RIGHT, HAVING A RADIUS OF 820.00 FEET, A DELTA ANGLE OF 1 DEG 10'48", A CHORD LENGTH OF 16.89 FEET AND A CHORD BEARING OF SOUTHWEST 25 DEG 05'57" EAST;

THENCE CONTINUING SOUTHERLY ALONG SAID ARC A DISTANCE OF 152.25 FEET DEFLECTING TO THE RIGHT, HAVING A RADIUS OF 820.00 FEET, A DELTA ANGLE OF 10 DEG 38'18", A CHORD LENGTH OF 152.03 FEET, AND A CHORD BEARING OF SOUTHWEST 19 DEG 11'24" EAST TO A POINT OF TANGENCY;

THENCE SOUTHWEST 13 DEG 53'16" EAST, A DISTANCE OF 268.86 FEET;

THENCE SOUTHWEST 12 DEG 48'58" EAST A DISTANCE OF 60.18 FEET, THIS AND THE PRECEDING 4 COURSES ARE ALONG SAID WEST RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 105;

THENCE SOUTHWEST 73 DEG 55'54" WEST A DISTANCE OF 466.73 FEET;

THENCE NORTHWEST 15 DEG 21'10" WEST A DISTANCE OF 343.21 FEET;

THENCE NORTHWEST 03 DEG 10'18" EAST A DISTANCE OF 300.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.98 ACRES MORE OR LESS.

BY: LANDMARK SURVEYING & MAPPING JULY 26, 2024

*SUESSE ANNEXATION
TO THE CITY OF SALIDA*

A PORTION OF CONFLUENCE ROAD AND LOT 1-R
CONFLUENCE ROAD SUBDIVISION EXEMPTION
FOR PUBLIC BENEFIT
CHAFFEE COUNTY, COLORADO





CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Community Development	Kathryn Dunleavy - Associate Planner	August 20, 2024

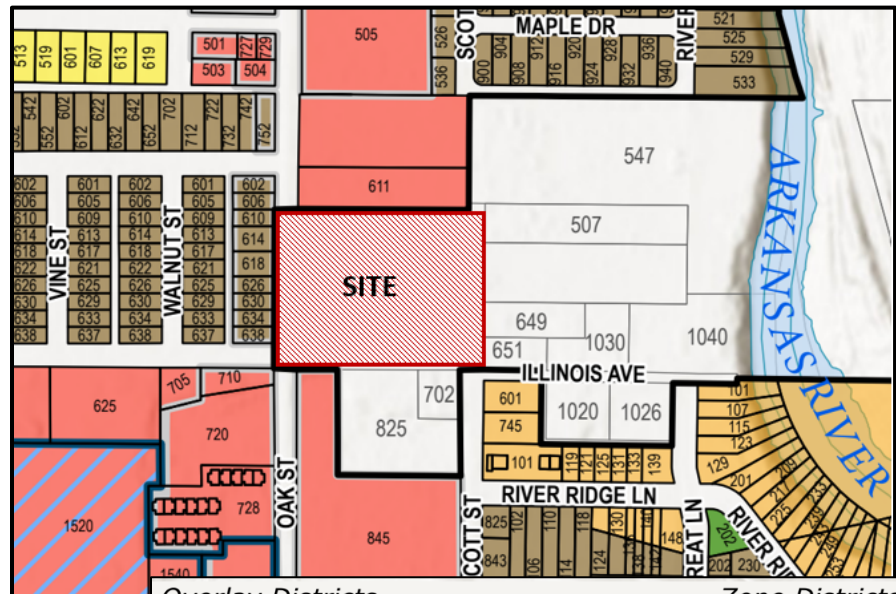
AGENDA ITEM

Ordinance 2024-17: First Reading and setting a public hearing on a proposed annexation to the City of Salida a certain tract of land in unincorporated Chaffee County known as the Salida School District Annexation.

BACKGROUND

The applicant, Salida School District, submitted a complete application to annex the 4.43 acre property, inclusive of adjacent rights-of-way, located at 627 Oak Street, on May 30, 2024.

Surrounding Land Use and Zoning: The site is currently zoned COM (Commercial) in the County. The properties to the east and south are in Chaffee County and are zoned RES (Residential). The properties to the north, west, southwest, and southeast are within the City limits and are zoned C-1 (Commercial), R-4 (Manufactured Housing Residential) C-1 (Commercial), and R-3 (High Density Residential), respectively. The properties to the west and southwest are also in the SH 291 Established Commercial Overlay.



ANNEXATION PROCESS:

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

- 1/6th of the perimeter of a proposed annexation must be contiguous with the City of Salida;
- Staff reviews the petition for compliance with city and state statutes and Council adopts a resolution stating the petition is valid and sets a public hearing date that is no less than 30 days and no greater than 60 days from the resolution date;

Overlay Districts	Zone Districts
 Salida Downtown Historic District (SDHD)	 C-1
 Historic Protection Overlay (HPO)	 C-2
 Creative District Boundary	 I
 Highway 291 Established Commercial (291 CO)	 PD
 Highway 291 Established Residential (291 CO)	 R-1
 Highway 50 Corridor Overlay (50 CO)	 R-2
 Central Business Economic Overlay (CBE0)	 R-3
 Sackett's Addition Overlay	 R-4
	 RMU

➤ On July 16, 2024 City Council adopted Resolution 2024-44 finding the Annexation petition in compliance with city and state statutes and set the public hearing date for September 3, 2024.

- The (City Council) public hearing is advertised in the newspaper for four consecutive weeks;
- The Planning Commission holds a public hearing to review the annexation and recommend the zoning designation of the property;
- Council holds the public hearing on the annexation petition;
- Council holds a public hearing to review and possibly approves the proposed zoning.

Annexation Agreement: An annexation agreement is not proposed with this annexation. All terms of this annexation were recently approved by City Council on March 19, 2024 in Resolution 2024-13, an amended pre-annexation agreement. That agreement included, but was not limited to, the school's obligations for right-of-way dedication, fees-in-lieu of street improvements, drainage improvements, and landscape requirements. Those obligations are required to be met prior to connection to municipal water services.

FINDINGS OF FACT:

As explained above, the annexation shall be considered by the Commission as a required step prior to the zoning of the property. The following findings of facts are required for annexation:

1. The proposed annexation meets the required 1/6th contiguity with the municipal boundary of the City of Salida as shown on the annexation plat.
2. All applicable owners of the property are party to the annexation.
3. The annexation property is within the Municipal Services Area (MSA) of the City of Salida, as defined in the City's Comprehensive Plan and its intergovernmental agreement (IGA) with Chaffee County approved in 2010. According to the IGA, the MSA "encompasses properties which are eligible for annexation and extension of municipal utilities and infrastructure, within the parameters set forth in the Salida Municipal Code and Salida Comprehensive Plan, which may be amended from time to time."
4. The property may be efficiently served by City fire and police departments.
5. The property is a natural extension of the City's municipal boundary and meets the legal requirements for annexation.

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

Proposed Action	Planning Commission Recommendation	City Council First Reading	City Council Final Action
Findings of Fact Resolution 2024 - XX			09/03/2024
Annexation Ordinance 2024 - 17	7/22/2024	08/20/2024	09/03/2024
Annexation Agreement - Not Applicable			
Zoning Ordinance 2024 - 18	7/22/2024	08/20/2024	09/03/2024

RESPONSE FROM REFERRAL DEPARTMENTS AND AGENCIES:

- Salida Fire Department: Assistant Fire Chief, Kathy Rohrich, responded "Fire Department has no concerns at this time."
- Salida Police Department: Police Chief, Russ Johnson, responded "No issues from PD at this time."

- Public Works Department: Public Works, Director, David Lady, responded that sufficient right-of-way dedication has been shown on the annexation plat. The requested drainage report has been submitted. All other requirements of the pre-annexation agreement must be met prior to connection to municipal water services. This includes payment of fees-in-lieu of constructing required site improvements in the amount described in the cost estimate provided by the School District dated February 23, 2024.
- Salida Finance Department: Staff Accountant, Renee Thonhoff, responded that the account is classified as Sewer Only In City. System Development fees for commercial water, a water meter, and the equivalent wastewater fees (minus any existing credit) shall be required upon annexation.
- Xcel Energy: (Full Response Letter Attached) Donna George, Right of Way and Permits, responded "Please be advised that Public Service Company has existing both overhead and underground electric distribution facilities within the areas indicated in this proposed rezone. Public Service Company has no objection to this proposed rezone, contingent upon Public Service Company of Colorado's ability to maintain all existing rights and this amendment should not hinder our ability for future expansion, including all present and any future accommodations for natural gas transmission and electric transmission related facilities."
- Atmos Energy: Dan Higgins, responded, "Atmos Energy has no comment".
- Chaffee County Planning Department: Planning Director, Miles Cottom, responded that according to County maps and records, the portion of Illinois Ave. abutting the southern property boundary (between Oak St. and Scott St.) and the portion of Scott St. abutting the eastern property boundary are still technically in the County. If your records reflect the same, this may be a good time to formally annex those two into the City.
- Chaffee County Building Department: Chief Building Official, Chad Chadwick, responded, "No concerns at this time."

RECOMMENDATION

PLANNING COMMISSION RECOMMENDATION

A public hearing was held July 22, 2024 and the Commission recommended Council approve the proposed Salida School District Annexation.

STAFF RECOMMENDATION

Staff recommends approval of the proposed annexation.

FISCAL IMPACT

Fiscal Impact does not apply to this application.

MOTION

A City Councilmember should state "I move to _____ Ordinance 2024-17 on first reading and setting the second reading and public hearing for September 3, 2024." followed by a second and a roll call vote.

**CITY OF SALIDA, COLORADO
ORDINANCE NO. 17
(Series of 2024)**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO
ANNEXING TO THE CITY OF SALIDA A CERTAIN TRACT OF LAND IN
UNINCORPORATED CHAFFEE COUNTY KNOWN AS THE SALIDA SCHOOL
DISTRICT ANNEXATION**

WHEREAS, on May 30, 2024, representatives of the Salida School District, R-32-J, filed a General Development Application (the "Petition") to commence proceedings to annex to the City of Salida (the "City") a certain unincorporated tract of land comprised of 4.43 acres located at 627 Oak Street in the County of Chaffee, State of Colorado (the "Property"), and being more particularly described on Exhibit A, attached hereto and incorporated herein by reference; and; and

WHEREAS, pursuant to C.R.S. §31-12-108, the City Council by Resolution No.44, Series of 2024 specified that the City Council would hold a hearing on the proposed annexation at its regular meeting on September 3, 2024, commencing at the hour of 6 p.m. in the City Council Chambers, 448 East First Street, Salida, Colorado; and; and

WHEREAS, pursuant to C.R.S. §31-12-108 to -110, the City Council on September 3, 2024 held a duly-noticed public hearing to consider the proposed annexation; and

WHEREAS, notice of such hearing was published on July 26, 2024, August 2, 2024, August 9, 2024, and August 16, 2024 in *The Mountain Mail* newspaper; and

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

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

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

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

1. The City incorporates the foregoing recitals as findings and determinations by the City Council.
2. The City hereby approves the annexation of the Property described on Exhibit A, attached hereto, and such real Property is hereby annexed to and made a part of the City of Salida.
3. Within ten (10) days after final publication of this Ordinance, the City Clerk of the City of Salida, Colorado, on behalf of the City shall:
 - A. File one (1) copy of the Annexation Plat and the original of this Annexation Ordinance in the office of the City Clerk of the City of Salida, Colorado;
 - B. File for recording three (3) certified copies of this Annexation Ordinance and three (3) copies of the Annexation Plat, containing a legal description of the annexation parcel, with the County Clerk and Recorder of Chaffee County, Colorado, with directions to the Chaffee County Clerk and Recorder to file one certified copy of this Annexation Ordinance and one copy of the Annexation Map with the Division of Local Government of the Department of Local Affairs of the State of Colorado and one certified copy of this Annexation Ordinance and one copy of the Annexation Map with the Colorado Department of Revenue; and
 - C. File one certified copy of this Annexation Ordinance and one copy of the Annexation Map in the office of the County Assessor of Chaffee County, Colorado.

INTRODUCED ON FIRST READING, on the 20th day of August, 2024, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the City of Salida by the City Council on the ____ day of _____, 20__, and set for second reading and public hearing on the 3rd day of September, 2024.

CITY OF SALIDA, COLORADO

Mayor

[SEAL]

ATTEST:

City Clerk/Deputy Clerk

PUBLISHED IN FULL in the Mountain Mail after First Reading on the ____ day of _____, 20__, and BY TITLE ONLY, after final adoption on the ____ day of _____, 20__.

City Clerk/Deputy City Clerk

EXHIBIT A

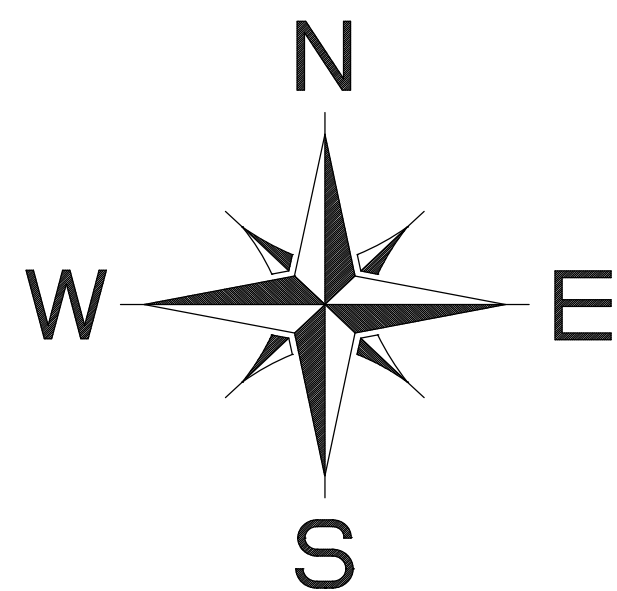
**LEGAL DESCRIPTION
OF A TRACT OF LAND**

A TRACT OF LAND LOCATED WITHIN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF THE PROPERTY DESCRIBED AT RECEPTION NO. 474501, BEING MARKED BY A 1 ½" ALUMINUM CAP STAMPED LS 16117, FROM WHENCE THE CENTER QUARTER CORNER OF SAID SECTION 4, BEING MARKED BY A 2 ½" ALUMINUM CAP STAMPED LS 16117, BEARS NORTH 78°21'04" EAST, A DISTANCE OF 1290.53 FEET;
THENCE SOUTH 89°21'33" EAST, A DISTANCE OF 38.99 FEET TO THE EAST RIGHT-OF-WAY OF SCOTT STREET;
THENCE SOUTH 00°18'13" WEST, ALONG SAID EAST RIGHT-OF-WAY OF SCOTT STREET, A DISTANCE OF 378.79 FEET;
THENCE NORTH 89°41'31" WEST, ALONG THE SOUTH RIGHT-OF-WAY OF ILLINOIS AVENUE, A DISTANCE OF 350.90 FEET;
THENCE NORTH 89°59'07" WEST, ALONG THE SOUTH RIGHT-OF-WAY OF ILLINOIS AVENUE, A DISTANCE OF 97.41 FEET TO THE EAST RIGHT-OF-WAY OF COLORADO STATE HIGHWAY NO. 291 (OAK STREET);
THENCE NORTH 89°59'07" WEST, A DISTANCE OF 60.00 FEET TO THE WEST RIGHT-OF-WAY OF COLORADO STATE HIGHWAY NO. 291 (OAK STREET);
THENCE NORTH 00°43'13" EAST, ALONG THE WEST RIGHT-OF-WAY OF COLORADO STATE HIGHWAY NO. 291 (OAK STREET), A DISTANCE OF 382.55 FEET;
THENCE SOUTH 89°21'33" EAST, A DISTANCE OF 59.06 FEET TO THE NORTHWEST CORNER OF SAID PROPERTY DESCRIBED AT RECEPTION NO. 474501;
THENCE SOUTH 89°21'33" EAST, ALONG THE NORTH BOUNDARY OF SAID PROPERTY DESCRIBED AT RECEPTION NO. 474501, A DISTANCE OF 407.49 FEET TO THE POINT OF BEGINNING.
CONTAINING 4.43 ACRES

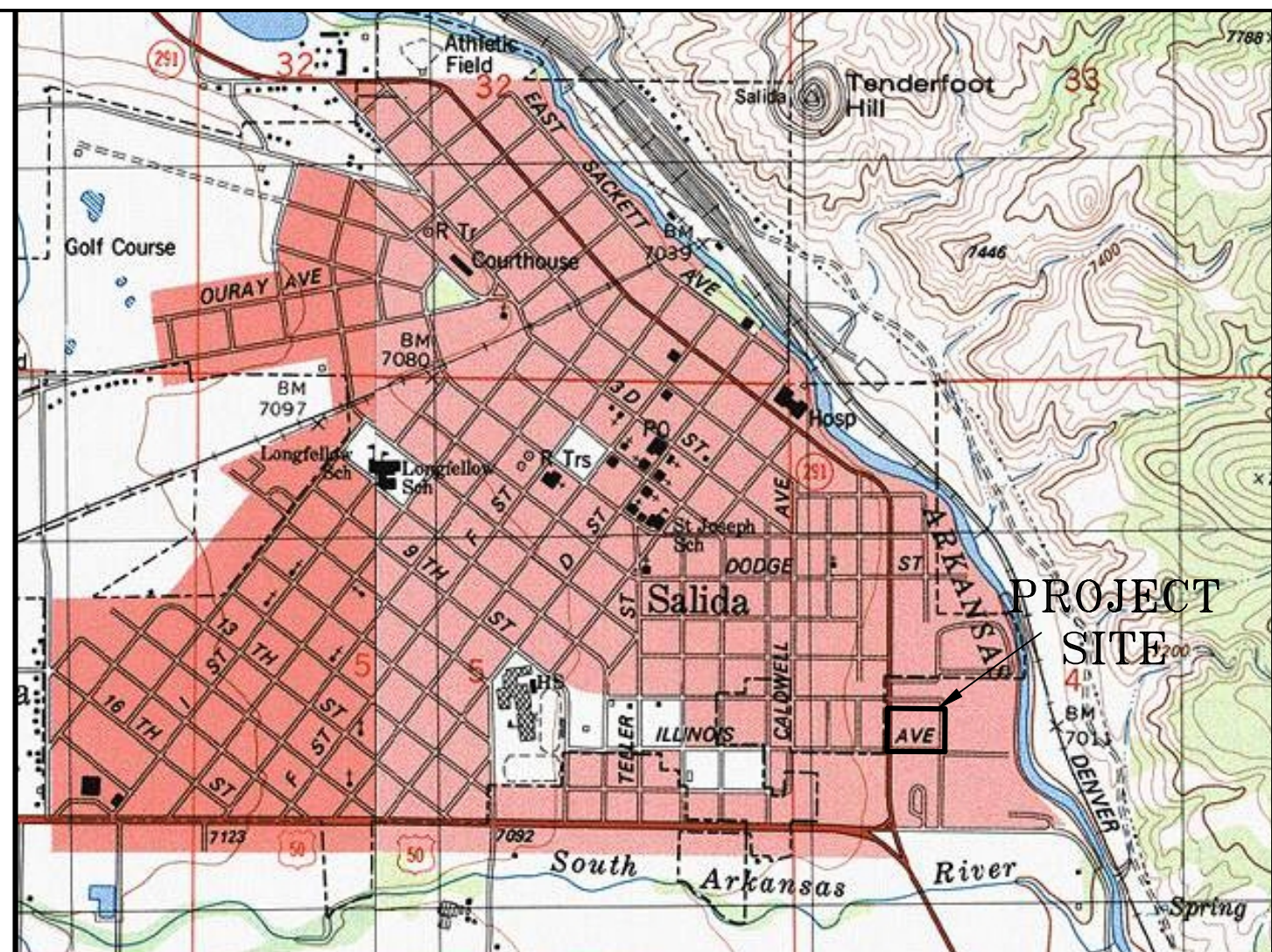
PREPARED BY:

 **LANDMARK**
SURVEYING & MAPPING
SYDNEY A. SCHIEREN, PLS 37937
PO BOX 668
SALIDA, COLORADO 81201

LOCATED WITHIN THE NORTH HALF OF THE SOUTHWEST
QUARTER OF SECTION 4, TOWNSHIP 49 NORTH, RANGE 9
EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN,
CHAFFEE COUNTY, COLORADO



SCALE
1" = 30'



VICINITY MAP
NOT TO SCALE

CITY COUNCIL APPROVAL

WHEREAS, THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO HAS BEEN PRESENTED WITH AN APPLICATION TO ANNEX TERRITORY AS DESCRIBED HEREIN BY SALIDA SCHOOL DISTRICT R32-J AS OWNER OF 100 PERCENT OF THE AREA TO BE ANNEXED, EXCEPT PUBLIC STREETS; AND WHEREAS, THE CITY COUNCIL BY RESOLUTION ADOPTED ON _____, 20____, DETERMINED THAT THE ANNEXATION APPLICATION SUBSTANTIALLY COMPLIES WITH THE REQUIREMENT OF SECTION 31-1-2-107(1), C.R.S.; AND

WHEREAS, AFTER NOTICE AND PUBLIC HEARING ON _____, 20____ AS REQUIRED BY SECTION 31-1-2-108, C.R.S., THE CITY COUNCIL ADOPTED RESOLUTION NO. _____ (SERIES 20____) DETERMINING THAT THE ANNEXATION SATISFIED THE REQUIREMENTS OF SECTIONS 31-1-2-107 AND 108, C.R.S. AND THAT AN ANNEXATION ELECTION WAS NOT REQUIRED; AND

WHEREAS, ON _____, 20____ THE CITY COUNCIL ADOPTED ORDINANCE NO. _____ (SERIES 20____) APPROVING AND ANNEXING **SALIDA SCHOOL DISTRICT ANNEXATION.**

NOW, THEREFORE, THE CITY COUNCIL OF SALIDA, COLORADO DOES HEREBY APPROVE AND ACCEPT THE **SALIDA SCHOOL DISTRICT ANNEXATION** AS DESCRIBED HEREIN, TO WIT:

A TRACT OF LAND LOCATED WITHIN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE PROPERTY DESCRIBED AT RECEPTION NO. 474501, BEING MARKED BY A 1 1/2" ALUMINUM CAP STAMPED LS 16117, FROM WHENCE THE CENTER QUARTER CORNER OF SAID SECTION 4, BEING MARKED BY A 2 1/2" ALUMINUM CAP STAMPED LS 16117, BEARS NORTH 78°21'04" EAST, A DISTANCE OF 1290.53 FEET, THENCE SOUTH 89°21'33" EAST, A DISTANCE OF 38.99 FEET TO THE EAST RIGHT-OF-WAY OF SCOTT STREET; THENCE SOUTH 00°18'13" WEST, ALONG SAID EAST RIGHT-OF-WAY OF SCOTT STREET, A DISTANCE OF 378.79 FEET; THENCE NORTH 89°41'31" WEST, ALONG THE SOUTH RIGHT-OF-WAY OF ILLINOIS AVENUE, A DISTANCE OF 350.90 FEET; THENCE NORTH 89°59'07" WEST, ALONG THE SOUTH RIGHT-OF-WAY OF ILLINOIS AVENUE, A DISTANCE OF 97.41 FEET TO THE EAST RIGHT-OF-WAY OF COLORADO STATE HIGHWAY NO. 291 (OAK STREET); THENCE NORTH 89°59'07" WEST, A DISTANCE OF 60.00 FEET TO THE WEST RIGHT-OF-WAY OF COLORADO STATE HIGHWAY NO. 291 (OAK STREET); THENCE NORTH 00°43'13" EAST, ALONG THE WEST RIGHT-OF-WAY OF COLORADO STATE HIGHWAY NO. 291 (OAK STREET), A DISTANCE OF 382.55 FEET; THENCE SOUTH 89°21'33" EAST, A DISTANCE OF 59.06 FEET TO THE NORTHWEST CORNER OF SAID PROPERTY DESCRIBED AT RECEPTION NO. 474501; THENCE SOUTH 89°21'33" EAST, ALONG THE NORTH BOUNDARY OF SAID PROPERTY DESCRIBED AT RECEPTION NO. 474501, A DISTANCE OF 407.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.43 ACRES

SIGNED THIS DAY OF , 2024

MAYOR OF THE CITY OF SALIDA

CERTIFICATION OF TITLE

I _____, A LICENSED TITLE INSURANCE AGENT IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE PROPERTY HEREBY DEDICATED AND AS SHOWN AND DESCRIBED ON THIS PLAT AND FOUND TITLE VESTED IN SALIDA SCHOOL DISTRICT R32-J, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES EXCEPT AS LISTED BELOW:

DATED THIS _____ DAY OF _____, 2024.

TITLE AGENT

CERTIFICATE OF DEDICATION AND OWNERSHIP

THIS IS TO CERTIFY THAT SALIDA SCHOOL DISTRICT R32-J IS THE OWNER OF 100% OF THE LAND DESCRIBED AND SET FORTH HEREIN, EXCEPT PUBLIC STREETS, THAT SUCH OWNER DESIRES AND APPROVES THE ANNEXATION OF THE TERRITORY DESCRIBED HEREIN TO THE CITY OF SALIDA, COLORADO AND DOES HEREBY DEDICATE TO THE CITY OF SALIDA THAT PORTION OF PROPERTY TO BECOME THE RIGHT-OF-WAY OF SCOTT STREET AS SHOWN HEREON.

EXECUTED THIS _____ DAY OF _____, 2024.

OWNERS:

REPRESENTATIVE SALIDA SCHOOL DISTRICT R32-J

COUNTY OF CHAFFEE)
) ss
STATE OF COLORADO)

THE FORGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____ 2024, BY REPRESENTATIVE SALIDA SCHOOL DISTRICT R32-J. WITNESS MY HAND AND SEAL.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

TOTAL PERIMETER OF LAND TO BE ANNEXED	1775.19
CONTIGUOUS BOUNDARY WITH CITY OF SALIDA	1006.51
CONTIGUOUS BOUNDARY REQUIREMENT 1/6 = 16.7%	56.7%

CITY CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THIS ANNEXATION MAP ALONG WITH THE ORIGINAL ORDINANCE FOR THE SALIDA SCHOOL DISTRICT WERE ACCEPTED FOR FILING IN THE COUNTY CLERK'S OFFICE ON THIS ____ DAY OF _____, 2024, AND IS DULY RECORDED.

CITY CLERK

CLERK AND RECORDER'S CERTIFICATE

THIS ANNEXATION PLAT WAS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF CHAFFEE COUNTY, COLORADO, AT _____ M. ON THIS _____ DAY OF _____, 2024 UNDER RECEPTION NUMBER _____.

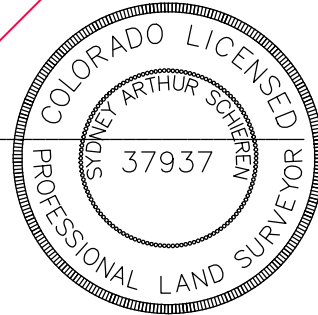
CHAFFEE COUNTY CLERK AND RECORDER

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

LAND SURVEYOR'S CERTIFICATE

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

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



1 1/2" ALUM. CAP
ON #5 REBAR
ILLEG-BURIED 1.0'



GENERAL DEVELOPMENT APPLICATION

448 East First Street, Suite 112

Salida, CO 81201

Phone: 719-539-4555 Fax: 719-539-5271

Email: planning@cityofsalida.com

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

- | | |
|--|--|
| <input checked="" type="checkbox"/> Annexation | <input type="checkbox"/> Administrative Review:
(Type) _____ |
| <input type="checkbox"/> Pre-Annexation Agreement | |
| <input type="checkbox"/> Appeal Application (Interpretation) | <input type="checkbox"/> Limited Impact Review:
(Type) _____ |
| <input type="checkbox"/> Certificate of Approval | |
| <input type="checkbox"/> Creative Sign Permit | <input checked="" type="checkbox"/> Major Impact Review:
(Type) <u>EDNING</u> |
| <input type="checkbox"/> Historic Landmark/District | |
| <input type="checkbox"/> License to Encroach | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Text Amendment to Land Use Code | |
| <input type="checkbox"/> Watershed Protection Permit | |
| <input type="checkbox"/> Conditional Use | |

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

A. Applicant Information

Name of Applicant: Salida School District R-32-J

Mailing Address: 627 Oak Street, Salida, CO 81201

Telephone Number: 719-530-5200 FAX: 719-539-6220

Email Address: smoore@salidaschools.org

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

B. Site Data

Name of Development: Horizon Exploratory Academy

Street Address: 627 Oak Street, Salida, CO 81201
Tract in p23W4 4-49-9

Legal Description: Lot _____ Block _____ Subdivision _____ (attach description)

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

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

Signature of applicant/agent _____ Date _____

Signature of property owner [Signature] Date 5/6/24



SALIDA SCHOOL DISTRICT R-32-J

BOARD OF EDUCATION

Joe Smith, President

Jodi Breckenridge Petit, Vice-President; Matthew Hobbs, Treasurer

Directors: Ben Hill, Karen Lundberg, Mandy Paschall, Jenn Schuchman

David Blackburn, Superintendent

William Wooddell, Assistant Superintendent

Item 16.

To the City of Salida:

As previously discussed in our pre-annexation agreement, The Salida School District is seeking to annex our current county property located at 627 Oak St. into the city in the coming months. We are currently on County land, and we are looking at moving into the city with the intent of building up this side of the community along with the new fire station. This will also allow the district to put forth work to tap into city utilities as we pursue a remodel project on the land with intent to improve programming facilities for many students within the district. This development will allow us to safely serve more students in a learning-rich environment within the city lines.

Our development of the land will consist of adding on an additional square footage on the structure already existing at 627 Oak St with the intent of bringing our Horizons Exploratory Academy into the facility. We currently have one of our middle schools meeting at this location, and this addition will allow us to bring more students onto a centralized campus. We will also be endeavoring to create an appealing and well-kept space that fosters student learning as well as improves the visual appeal for the entire town. We have appreciated the partnership we have with the city in our other main campus locations and feel this would be a move that would allow us to continue our partnership allowing for the district and city to better serve our community and specifically the students within the community.

Thank you for your consideration,

Joe Smith

Salida School Board - President



ANNEXATION APPLICATION

448 East First Street, Suite 112

Salida, CO 81201

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

Email: planning@cityofsalida.com

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

A. Development Process

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

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

✓ 1. General Development Application

2. Annexation Petition

DLR
Already
Submitted

→ 3. Annexation Map. The preferred scale of the map is one (1) inch equals one hundred (100) feet; the minimum allowable scale is one (1) inch equals two hundred (200) feet. Sheet size shall be twenty-four (24) inches by thirty-six (36) inches. If it is necessary to draw the map on more than one (1) sheet, a sheet index shall be placed on the first sheet. The annexation map shall contain the following:

- a. Annexation Name
- b. Legal description. Legal description of the perimeter
- c. Names and addresses. Names and addresses of the owners, subdivider, land planner and land surveyor registered in the State.
- d. Scale
- e. North arrow
- f. Date. The date the map was prepared.
- g. Boundary lines and dimensions. Boundary lines of the proposed annexation. Distinction of the boundary that is contiguous to the City and the length of the same boundary on the map, including required showing of contiguity in feet.
- h. Platted lots. Lot and block numbers if the area is already platted.
- i. Improvements and easements. The location and dimensions of all existing and proposed streets, alleys, easements, ditches and utilities within or adjacent to the proposed annexation.
- j. Vicinity map. The vicinity map shall show the location of the proposed annexation, in relation to the City.
- k. Acreage. Total acreage to be annexed.
- l. Certificates. Certificates required to appear on the final annexation plat are described in Section 16-9-40 of the Land Use Code.

DLR
Already
Submitted

4. Digital Copy. A digital copy of the plat compatible with the City GIS shall be submitted.

5. Application Fee - According to current adopted fee schedule

7. Public Notice.

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

8. Petition for Exclusion from the South Arkansas Fire Protection District (optional)**9. Notarized Special Fee and Cost Reimbursement Agreement completed**

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

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

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

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

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

ANNEXATION PETITION

"INSERT A"

(Description of territory proposed for annexation)

**LEGAL DESCRIPTION
OF A TRACT OF LAND**

A TRACT OF LAND LOCATED WITHIN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
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PREPARED BY:

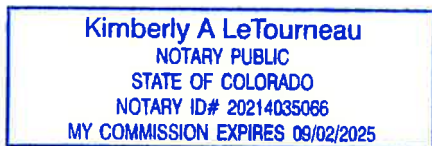


ANNEXATION PETITION

CIRCULATOR'S AFFIDAVIT

STATE OF COLORADO)
) ss.
 COUNTY OF CHAFFEE)

being first duly sworn, upon oath deposes and says that she/he was the circulator of the above and foregoing petition and that the signatures on said petition are the signatures of the persons whose names they purport to be.




 Circulator

Subscribed and sworn to before me this 6th day of May, A. D. 2024.

Witness my hand and official seal. My commission expires: September 2, 2025.


 Notary Public



Right of Way & Permits
 1123 West 3rd Avenue
 Denver, Colorado 80223
 Telephone: **303.571.3306**
 Facsimile: 303.571.3284
 Donna.L.George@xcelenergy.com

May 22, 2024

City of Salida
 448 East First Street, Suite 112
 Salida, CO 81201

Attn: Kathryn Dunleavy

Re: 627 Oak Street Annexation and Zoning

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the documentation for **627 Oak Street Annexation and Zoning**. Please be advised that Public Service Company has existing both overhead and underground electric distribution facilities within the areas indicated in this proposed rezone. Public Service Company has no objection to this proposed rezone, contingent upon Public Service Company of Colorado's ability to maintain all existing rights and this amendment should not hinder our ability for future expansion, including all present and any future accommodations for natural gas transmission and electric transmission related facilities.

The City of Salida must send us notification after approval of the proposed annexation has been finalized. This notification should be sent to Ashley Valdez at Ashley.R.Valdez@xcelenergy.com. This will allow our mapping department to make the necessary updates to our mapping system.

The property owner/developer/contractor must complete the application process for any new electric service, or modification to existing facilities via xcelenergy.com/InstallAndConnect. It is then the responsibility of the developer to contact the Designer assigned to the project for approval of design details.

For additional easements that may need to be acquired by separate PSCo document, a Right-of-Way Agent, must be contacted.

As a safety precaution, PSCo would like to remind the developer to contact Colorado 811 for utility locates prior to construction.

Donna George
 Right of Way and Permits
 Public Service Company of Colorado dba Xcel Energy
 Office: 303-571-3306 – Email: Donna.L.George@xcelenergy.com



CITY COUNCIL ACTION FORM

DEPARTMENT Community Development	PRESENTED BY Kathryn Dunleavy - Associate Planner	DATE August 20, 2024
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AGENDA ITEM

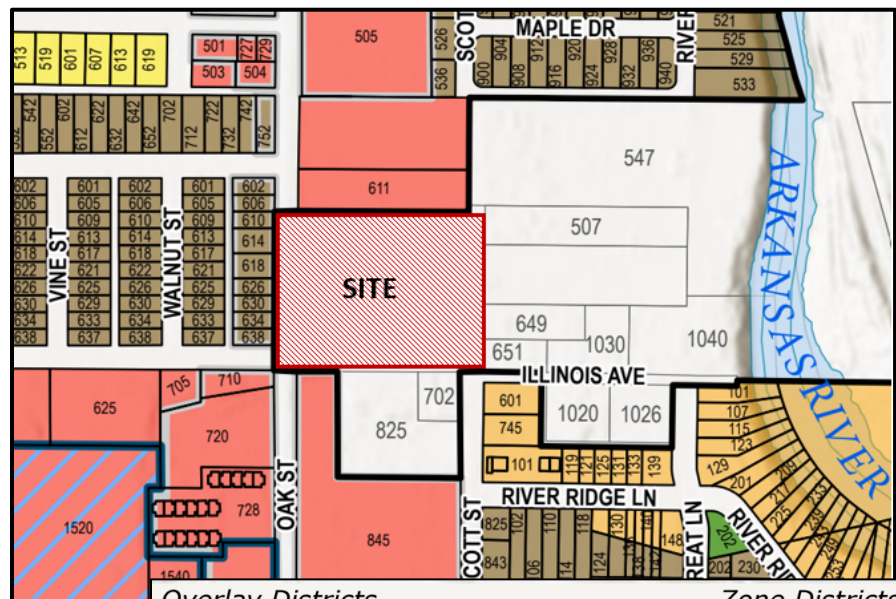
Ordinance 2024-18: First reading and setting a public hearing on proposed zoning of Commercial (C-1) for the Salida School District Annexation.

BACKGROUND

Following approval of the Salida School District Annexation of the 4.43 acre property into the City of Salida, the applicant has requested a designation of Commercial (C-1) zone district. The area annexed must be brought under the municipality's zoning ordinance within 90 days from the effective date of the annexation ordinance. The property is located at 627 Oak Street, directly south of the City of Salida fire station currently under construction.

Surrounding Land Use and Zoning:

The site is currently zoned COM (Commercial) in the County. The properties to the east and south are in Chaffee County and are zoned RES (Residential). The properties to the north, west, southwest, and southeast are within the City limits and are zoned C-1 (Commercial), R-4 (Manufactured Housing Residential) C-1 (Commercial), and R-3 (High Density Residential), respectively. The properties to the west and southwest are also in the SH 291 Established Commercial Overlay.



REVIEW STANDARDS FOR MAP AMENDMENTS (Section 16-4-210):

1. Consistent with Comprehensive Plan.

The proposed amendment shall be consistent with the Comprehensive Plan.

- The Comprehensive Plan includes the goals that new projects should complement the neighborhood's mass and scale; be focused within the Municipal Services Area (MSA) and be developed at maximum densities to make the best use of available infrastructure.

Overlay Districts	Zone Districts
 Salida Downtown Historic District (SDHD)	 C-1
 Historic Protection Overlay (HPO)	 C-2
 Creative District Boundary	 I
 Highway 291 Established Commercial (291 CO)	 PD
 Highway 291 Established Residential (291 CO)	 R-1
 Highway 50 Corridor Overlay (50 CO)	 R-2
 Central Business Economic Overlay (CBEO)	 R-3
 Sackett's Addition Overlay	 R-4
	 RMU

- A school as well as district offices are complementary to the existing mix of commercial / residential / light industrial / institutional buildings and uses that exist along this corridor.
- The area is within the MSA.
- A school as well as district offices maximizes the utilization of this lot for an essential public use.

2. Consistency with Purpose of Zone District. The proposed amendment shall be consistent with the purpose of the zone district to which the property is to be designated.

- Per the land use code, the purpose of the Commercial (C-1) zone district is: “to provide for commercial and service businesses in a pattern that allows ease of access by both vehicles and pedestrians. Typically, residential uses are conditional within a C-1 zone district. Areas designated Commercial (C-1) are located primarily along the City’s main entrance corridors.”
- This is the most compatible zone district that the Land Use Code offers. In lieu of an “Institutional” district, this proposed amendment is consistent with the purposes of the Commercial (C-1) district.

3. Compatibility with Surrounding Zone Districts and Uses. The development permitted by the proposed amendment shall be compatible with surrounding zone districts, land uses and neighborhood character.

- The zoning classification of Commercial (C-1) is compatible with the surrounding zoning of C-1, R-4, and R-3. The existing C-1 and R-4 zoned properties do have an SH 291 Established Commercial Overlay that was not included on the fire station property directly north of this site, nor is being requested for this property. C.R.S. §22-32-124(1) provides that a school board retains final authority to decide where schools are needed and to build the necessary buildings. In the forthcoming Land Use Code and Zoning Conversion, this site is designated to be converted to the “Institutional Use” zone.
- Adjacent uses include a future fire station, manufactured housing, and multi-family residential.

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

- The proposed zoning is occurring because of the requirement to zone the property when annexed into the City in accordance with Section 16-4-50 of the Land Use and Development Code.

RECOMMENDATION

PLANNING COMMISSION RECOMMENDATION

A public hearing was held July 22, 2024 and the Commission recommended City Council approve the proposed zoning of the site as Commercial (C-1).

STAFF RECOMMENDATION

Staff recommends approval of the proposed zoning.

FISCAL IMPACT

Fiscal Impact does not apply to this application.

MOTION

A City Councilmember should state “I move to _____ Ordinance 2024-18 on first reading and setting the second reading and public hearing for September 3, 2024.” followed by a second and a roll call vote.

**CITY OF SALIDA, COLORADO
ORDINANCE NO. 18
(Series of 2024)**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SALIDA, ZONING
CERTAIN REAL PROPERTY KNOWN AS THE SALIDA SCHOOL DISTRICT
ANNEXATION AS COMMERCIAL (C-1) ZONE DISTRICT**

WHEREAS, on May 30, 2024, representatives of the Salida School District, R-32-J, filed a General Development Application (the "Petition") to commence proceedings to annex to the City of Salida (the "City") a certain unincorporated tract of land comprised of 4.43 acres located at 627 Oak Street in the County of Chaffee, State of Colorado (the "Property"), and being more particularly described on Exhibit A, attached hereto and incorporated herein by reference; and;

WHEREAS, by Ordinance No.17, Series of 2024 the City of Salida annexed the Salida School District Annexation to the City; and

WHEREAS, Petitioner has filed an application to zone the Property within the Commercial (C-1) zone district, and on July 22, 2024 the City of Salida Planning Commission considered the zoning application for the Property at a duly noticed public hearing and recommended that the City Council zone it as Commercial (C-1); and

WHEREAS, as required by the Salida Municipal Code, the public hearing on the zoning application for the Salida School District Annexation will be held on September 3, 2024 at a regularly scheduled meeting of the Salida City Council.

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

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

INTRODUCED ON FIRST READING, on the 20th day of August, 2024, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the City of Salida by the City Council on the ____ day of _____, 20__, and set for second reading and public hearing on the 3rd day of September, 2024.

CITY OF SALIDA, COLORADO

Mayor

[SEAL]

ATTEST:

City Clerk/Deputy Clerk

PUBLISHED IN FULL in the Mountain Mail after First Reading on the ____ day of _____, 20__, and BY TITLE ONLY, after final adoption on the ____ day of _____, 20__.

City Clerk/Deputy City Clerk

EXHIBIT A

**LEGAL DESCRIPTION
OF A TRACT OF LAND**

A TRACT OF LAND LOCATED WITHIN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF THE PROPERTY DESCRIBED AT RECEPTION NO. 474501, BEING MARKED BY A 1 ½" ALUMINUM CAP STAMPED LS 16117, FROM WHENCE THE CENTER QUARTER CORNER OF SAID SECTION 4, BEING MARKED BY A 2 ½" ALUMINUM CAP STAMPED LS 16117, BEARS NORTH 78°21'04" EAST, A DISTANCE OF 1290.53 FEET;
THENCE SOUTH 89°21'33" EAST, A DISTANCE OF 38.99 FEET TO THE EAST RIGHT-OF-WAY OF SCOTT STREET;
THENCE SOUTH 00°18'13" WEST, ALONG SAID EAST RIGHT-OF-WAY OF SCOTT STREET, A DISTANCE OF 378.79 FEET;
THENCE NORTH 89°41'31" WEST, ALONG THE SOUTH RIGHT-OF-WAY OF ILLINOIS AVENUE, A DISTANCE OF 350.90 FEET;
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THENCE NORTH 89°59'07" WEST, A DISTANCE OF 60.00 FEET TO THE WEST RIGHT-OF-WAY OF COLORADO STATE HIGHWAY NO. 291 (OAK STREET);
THENCE NORTH 00°43'13" EAST, ALONG THE WEST RIGHT-OF-WAY OF COLORADO STATE HIGHWAY NO. 291 (OAK STREET), A DISTANCE OF 382.55 FEET;
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THENCE SOUTH 89°21'33" EAST, ALONG THE NORTH BOUNDARY OF SAID PROPERTY DESCRIBED AT RECEPTION NO. 474501, A DISTANCE OF 407.49 FEET TO THE POINT OF BEGINNING.
CONTAINING 4.43 ACRES

PREPARED BY:

 **LANDMARK**
SURVEYING & MAPPING
SYDNEY A. SCHIEREN, PLS 37937
PO BOX 668
SALIDA, COLORADO 81201



GENERAL DEVELOPMENT APPLICATION

448 East First Street, Suite 112
 Salida, CO 81201
 Phone: 719-539-4555 Fax: 719-539-5271
 Email: planning@cityofsalida.com

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

- | | |
|--|--|
| <input checked="" type="checkbox"/> Annexation | <input type="checkbox"/> Administrative Review:
(Type) _____ |
| <input type="checkbox"/> Pre-Annexation Agreement | |
| <input type="checkbox"/> Appeal Application (Interpretation) | <input type="checkbox"/> Limited Impact Review:
(Type) _____ |
| <input type="checkbox"/> Certificate of Approval | |
| <input type="checkbox"/> Creative Sign Permit | <input checked="" type="checkbox"/> Major Impact Review:
(Type) <u>EDNING</u> |
| <input type="checkbox"/> Historic Landmark/District | |
| <input type="checkbox"/> License to Encroach | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Text Amendment to Land Use Code | |
| <input type="checkbox"/> Watershed Protection Permit | |
| <input type="checkbox"/> Conditional Use | |

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

A. Applicant Information

Name of Applicant: Salida School District R-32-J
 Mailing Address: 627 Oak Street, Salida, CO 81201
 Telephone Number: 719-530-5200 FAX: 719-539-6220
 Email Address: smoore@salidaschools.org
 Power of Attorney/ Authorized Representative: _____
 (Provide a letter authorizing agent to represent you, include representative's name, street and mailing address, telephone number, and FAX)

B. Site Data

Name of Development: Horizon Exploratory Academy
 Street Address: 627 Oak Street, Salida, CO 81201
Tract in p23W4 4-49-9
 Legal Description: Lot _____ Block _____ Subdivision _____ (attach description)

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

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

Signature of applicant/agent _____ Date _____

Signature of property owner [Signature] Date 5/6/24



SALIDA SCHOOL DISTRICT R-32-J

BOARD OF EDUCATION

Joe Smith, President

Jodi Breckenridge Petit, Vice-President; Matthew Hobbs, Treasurer

Directors: Ben Hill, Karen Lundberg, Mandy Paschall, Jenn Schuchman

David Blackburn, Superintendent

William Wooddell, Assistant Superintendent

Item 17.

To the City of Salida:

As previously discussed in our pre-annexation agreement, The Salida School District is seeking to annex our current county property located at 627 Oak St. into the city in the coming months. We are currently on County land, and we are looking at moving into the city with the intent of building up this side of the community along with the new fire station. This will also allow the district to put forth work to tap into city utilities as we pursue a remodel project on the land with intent to improve programming facilities for many students within the district. This development will allow us to safely serve more students in a learning-rich environment within the city lines.

Our development of the land will consist of adding on an additional square footage on the structure already existing at 627 Oak St with the intent of bringing our Horizons Exploratory Academy into the facility. We currently have one of our middle schools meeting at this location, and this addition will allow us to bring more students onto a centralized campus. We will also be endeavoring to create an appealing and well-kept space that fosters student learning as well as improves the visual appeal for the entire town. We have appreciated the partnership we have with the city in our other main campus locations and feel this would be a move that would allow us to continue our partnership allowing for the district and city to better serve our community and specifically the students within the community.

Thank you for your consideration,

Joe Smith

Salida School Board - President



ANNEXATION APPLICATION

448 East First Street, Suite 112

Salida, CO 81201

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

Email: planning@cityofsalida.com

Item 17.

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

A. Development Process

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

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

✓ 1. General Development Application

2. Annexation Petition

DLR
Already
Submitted

→ 3. Annexation Map. The preferred scale of the map is one (1) inch equals one hundred (100) feet; the minimum allowable scale is one (1) inch equals two hundred (200) feet. Sheet size shall be twenty-four (24) inches by thirty-six (36) inches. If it is necessary to draw the map on more than one (1) sheet, a sheet index shall be placed on the first sheet. The annexation map shall contain the following:

- a. Annexation Name
- b. Legal description. Legal description of the perimeter
- c. Names and addresses. Names and addresses of the owners, subdivider, land planner and land surveyor registered in the State.
- d. Scale
- e. North arrow
- f. Date. The date the map was prepared.
- g. Boundary lines and dimensions. Boundary lines of the proposed annexation. Distinction of the boundary that is contiguous to the City and the length of the same boundary on the map, including required showing of contiguity in feet.
- h. Platted lots. Lot and block numbers if the area is already platted.
- i. Improvements and easements. The location and dimensions of all existing and proposed streets, alleys, easements, ditches and utilities within or adjacent to the proposed annexation.
- j. Vicinity map. The vicinity map shall show the location of the proposed annexation, in relation to the City.
- k. Acreage. Total acreage to be annexed.
- l. Certificates. Certificates required to appear on the final annexation plat are described in Section 16-9-40 of the Land Use Code.

DLR
Already
Submitted

4. Digital Copy. A digital copy of the plat compatible with the City GIS shall be submitted.

5. Application Fee - According to current adopted fee schedule

7. Public Notice.

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

8. Petition for Exclusion from the South Arkansas Fire Protection District (optional)**9. Notarized Special Fee and Cost Reimbursement Agreement completed**

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

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

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

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

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

ANNEXATION PETITION

"INSERT A"

(Description of territory proposed for annexation)

**LEGAL DESCRIPTION
OF A TRACT OF LAND**

A TRACT OF LAND LOCATED WITHIN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
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CONTAINING 4.43 ACRES

PREPARED BY:

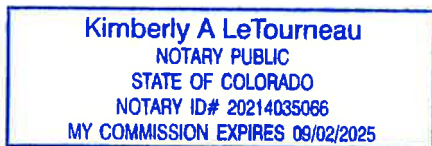
 **LANDMARK**
SURVEYING & MAPPING
SYDNEY A. SCHIEREN, PLS 37937
PO BOX 668
SALIDA, COLORADO 81201

ANNEXATION PETITION

CIRCULATOR'S AFFIDAVIT

STATE OF COLORADO)
) ss.
 COUNTY OF CHAFFEE)

being first duly sworn, upon oath deposes and says that she/he was the circulator of the above and foregoing petition and that the signatures on said petition are the signatures of the persons whose names they purport to be.




 Circulator

Subscribed and sworn to before me this 6th day of May, A. D. 2024.

Witness my hand and official seal. My commission expires: September 2, 2025.


 Notary Public

CITY OF SALIDA, COLORADO
CITY SALES TAX AND COUNTY SALES TAX SHARED WITH CITY
June 2024



Item 18.

The City of Salida Sales Tax and Chaffee County Sales Tax report examines tax collections for the month of June 2024, which were remitted to the City of Salida in August 2024.

Summary Results for City and Chaffee County Sales Taxes

June City sales tax collections increased by \$7,042 (0.8%) as compared to June 2023. The City's portion of Chaffee County sales tax collections increased by \$837, a 0.2% increase over June 2023. In total, sales tax receipts are 0.6% higher for June and 3.0% higher year-to-date. Actual collections are 1.2% behind budget year-to-date (budget is spread throughout the year based on historical collection proportions, not evenly).

Current Month							
	June 2024	June 2023	2024 - 2023 \$ Change	2024 - 2023 % Change	June 2024 Budget	2024 Budget \$ Variance	2024 Budget % Variance
3% City Sales Tax	\$ 942,419	\$ 935,377	\$ 7,042	0.8%	\$ 965,837	\$ (23,418)	-2.4%
Shared County Tax	\$ 350,852	\$ 350,016	\$ 837	0.2%	\$ 348,577	\$ 2,275	0.7%
Total	\$ 1,293,272	\$ 1,285,392	\$ 7,879	0.6%	\$ 1,314,414	\$ (21,142)	-1.6%
Year-to-Date							
	Year-to-date 2024	Year-to-date 2023	2024 - 2023 \$ Change	2024 - 2023 % Change	Year-to-date 2024 Budget	2024 Budget \$ Variance	2024 Budget % Variance
3% Sales Tax	\$ 4,674,284	\$ 4,482,436	\$ 191,848	4.3%	\$ 4,744,189	\$ (69,905)	-1.5%
Shared County Tax	\$ 1,648,012	\$ 1,655,322	\$ (7,309)	-0.4%	\$ 1,651,666	\$ (3,654)	-0.2%
Total	\$ 6,322,297	\$ 6,137,758	\$ 184,539	3.0%	\$ 6,395,855	\$ (73,558)	-1.2%

CITY OF SALIDA, COLORADO
CITY SALES TAX AND COUNTY SALES TAX SHARED WITH CITY
MAY 2024



Item 18.

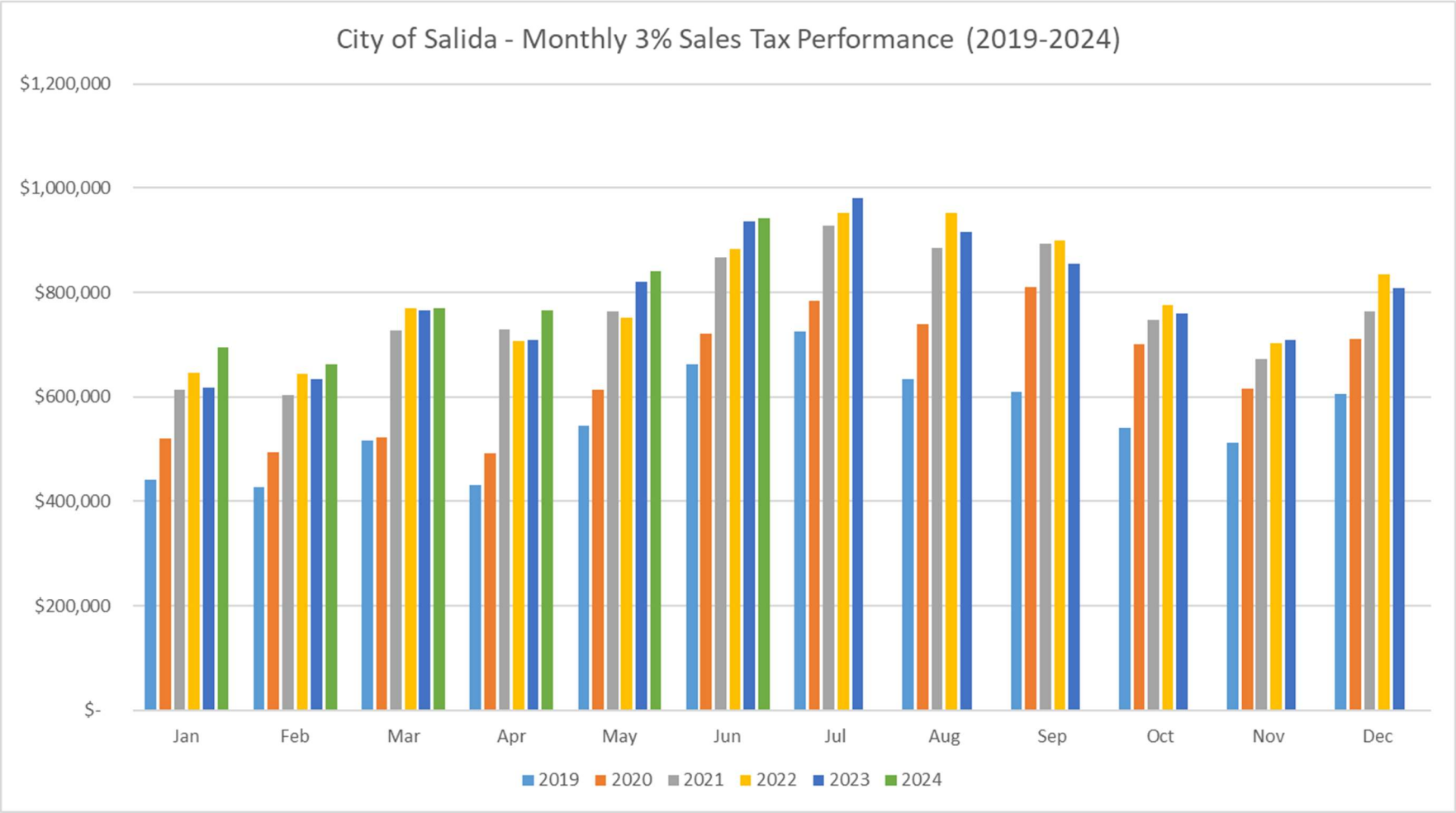
Below is the tracking by NAICS industry sector report for the 3% City sales tax collections in MAY, the state is having problems related to a software update getting the data reports distributed, thus information is not yet available for June year to date. This will be updated when the information is available.

3% City Sales Tax by Industry Sector

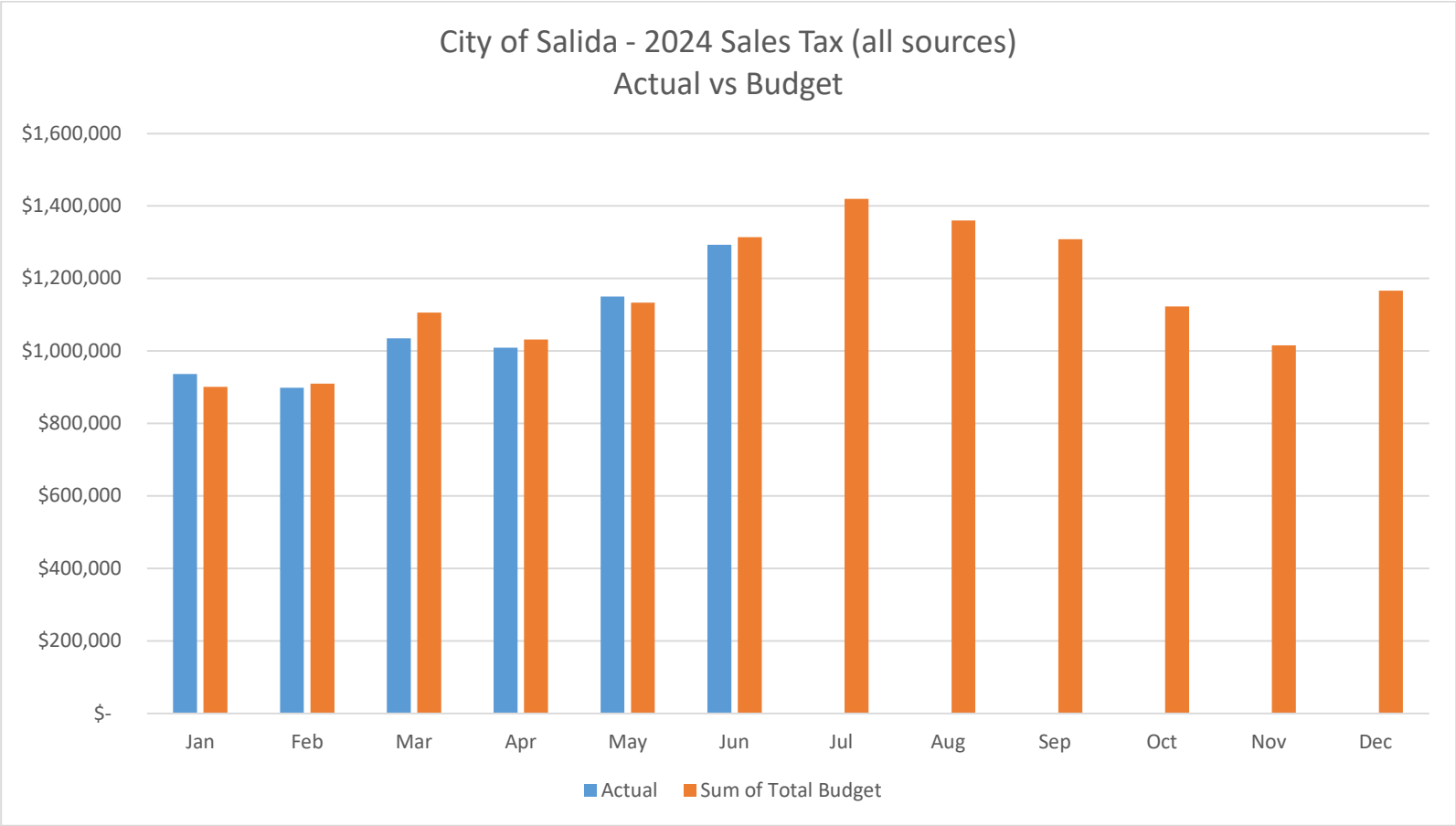
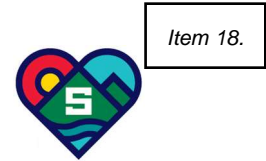
Current Month				
NAICS Sector	May 2024	May 2023	2024-2023 \$ Change	2024-2023 % Change
Retail Trade	\$ 575,051	\$ 562,173	\$ 12,878	2.3%
Accommodation & Food Service	\$ 162,381	\$ 148,409	\$ 13,972	9.4%
All Other	\$ 35,892	\$ 37,135	\$ (1,243)	-3.3%
Manufacturing	\$ 20,178	\$ 20,043	\$ 135	0.7%
Wholesale Trade	\$ 30,065	\$ 31,250	\$ (1,185)	-3.8%
Information	\$ 10,002	\$ 9,066	\$ 936	10.3%
Construction	\$ 1,872	\$ 5,452	\$ (3,580)	-65.7%
Real Estate,Rental and Leasing	\$ 4,773	\$ 7,603	\$ (2,830)	-37.2%
Total	\$ 840,214	\$ 821,131	\$ 19,083	2.3%

Year to Date			
YTD 2024	YTD 2023	2024-2023 \$ Change	2024-2023 % Change
\$2,575,715	\$ 2,453,874	\$ 121,841	5.0%
\$ 641,383	\$ 594,080	\$ 47,303	8.0%
\$ 192,552	\$ 191,961	\$ 591	0.3%
\$ 82,423	\$ 74,791	\$ 7,632	10.2%
\$ 136,566	\$ 132,027	\$ 4,539	3.4%
\$ 51,964	\$ 48,994	\$ 2,970	6.1%
\$ 25,095	\$ 24,992	\$ 103	0.4%
\$ 26,167	\$ 26,340	\$ (173)	-0.7%
\$3,731,865	\$ 3,547,059	\$ 184,806	5.2%

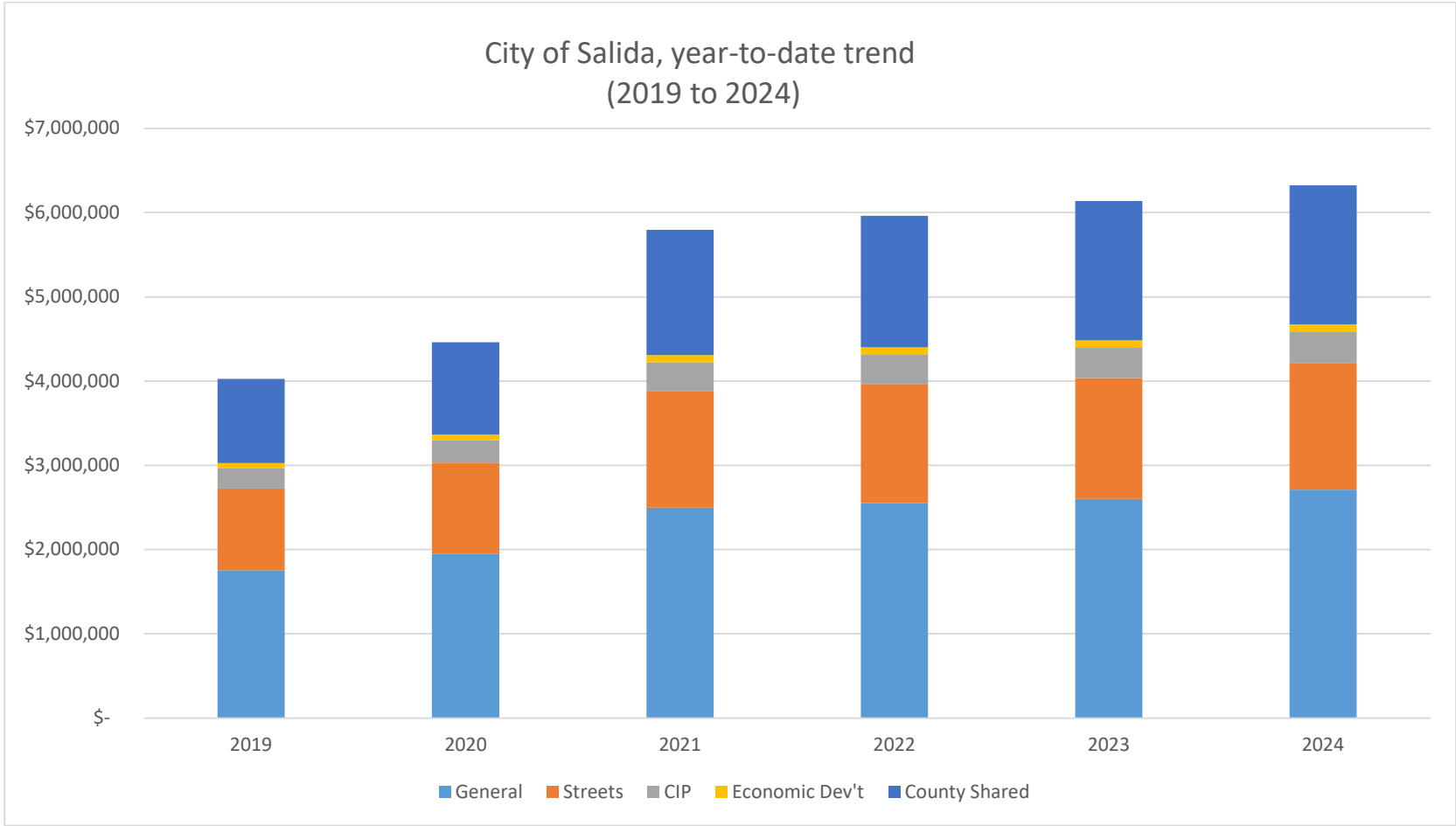
CITY OF SALIDA, COLORADO
CITY SALES TAX AND COUNTY SALES TAX SHARED WITH CITY
JUNE 2024



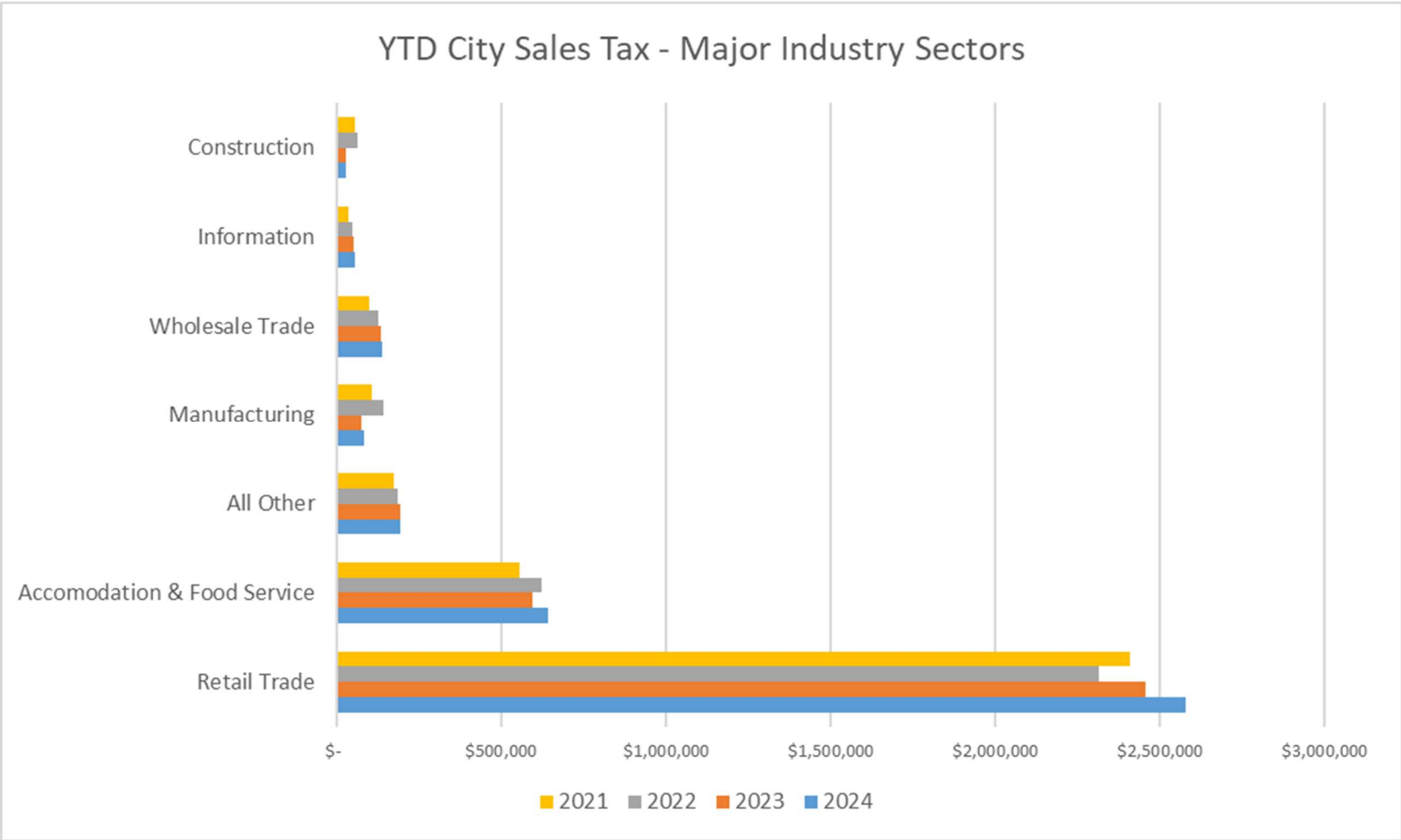
CITY OF SALIDA, COLORADO
CITY SALES TAX AND COUNTY SALES TAX SHARED WITH CITY
JUNE 2024



CITY OF SALIDA, COLORADO
CITY SALES TAX AND COUNTY SALES TAX SHARED WITH CITY
JUNE 2024

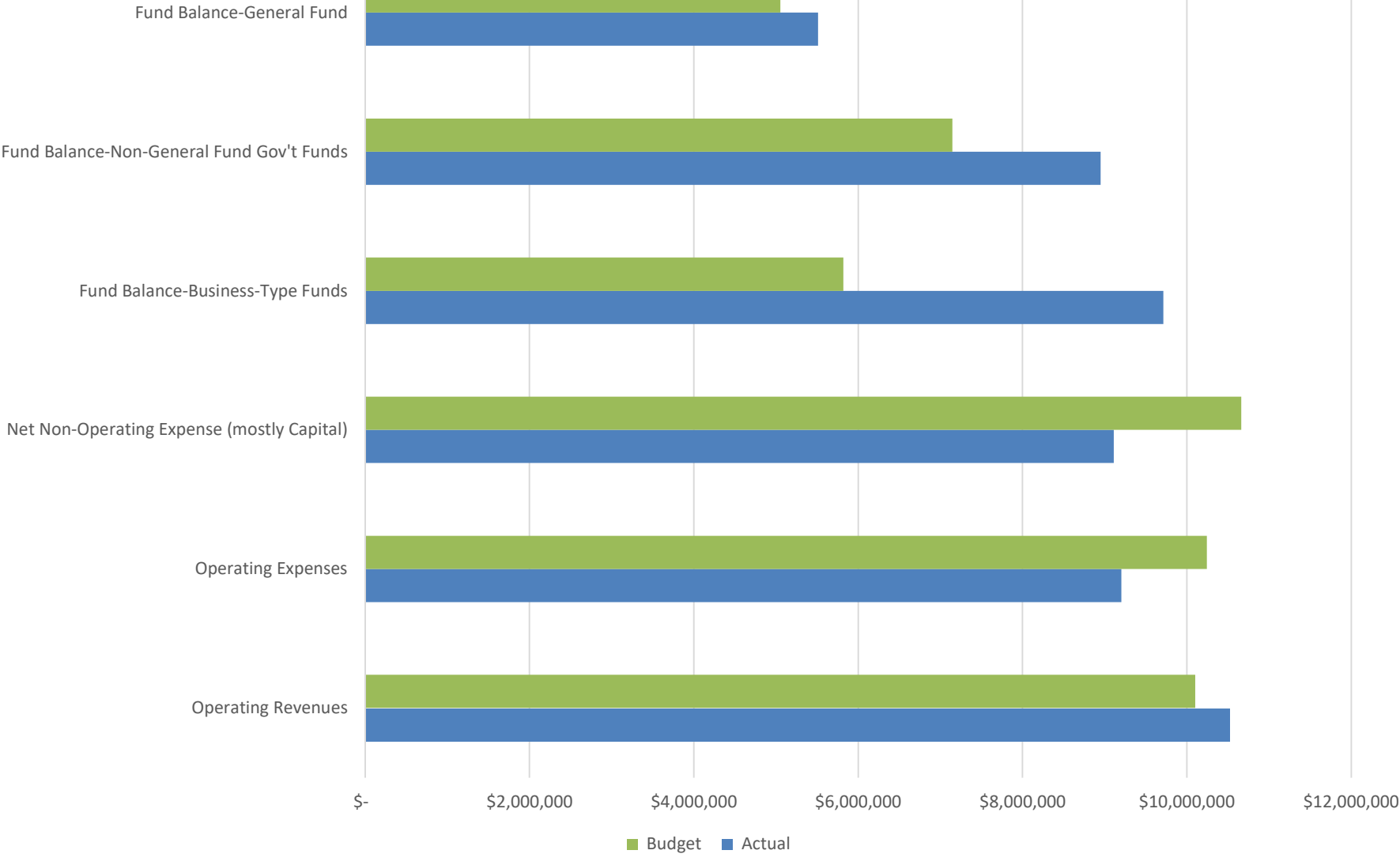


CITY OF SALIDA, COLORADO
CITY SALES TAX AND COUNTY SALES TAX SHARED WITH CITY
MAY 2024 (Data is not available from state to update for June yet)



Note: It is generally considered "favorable" if actual (blue) is greater than budget (green) in revenue or fund balance categories and if the actual is less than budget in expense categories.

Budget to Actual Tracking-All Funds
Six Months Ending June 30, 2024



City of Salida
Budget Tracking Analysis
Combined Funds: General and Lodging Tax Funds
Six Months Ending June 30, 2024

Percentage of year passed:

50%

	YTD June 2023	YTD June 2024	YTD Budget *	YTD Budget Variance Favorable (Unfavorable)	Annual Budget	% Spent
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
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16						
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27						
28						
29						

* YTD budget spread evenly throughout year except as noted in (1) and (2) below

(1) Budget spread in the same (seasonal) proportion as actual collections in previous year.

(2) Salaries, FICA tax and retirement benefits within the payroll group are spread over 26 pay periods rather than evenly throughout the year.

(3) Financing Obligations budget spread based on when debt payments are due.

~ Non operating revenues and expenses are related to capital equipment or projects and interfund transfers; expenses can fluctuate greatly from month to month and are difficult to predict timing of.

^ Operating Costs includes all costs of running government not broken out in other line items to include Airport contribution, community support, staff training, subscriptions, travel costs, Repairs & Maintenance, lease expense, bank fees, advertising, publications, subscriptions, etc.

City of Salida
Budget Tracking Analysis - Business-Like Fund Types
Combined Funds: Water and Wastewater
Six Months Ending June 30, 2024

Percentage of year passed:

50%

	YTD June 2023	YTD June 2024	YTD Budget *	YTD Budget Variance Favorable (Unfavorable)	Annual Budget	% Spent
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						

* YTD budget spread evenly throughout year except as noted in (1) and (2)

(1) Salaries, FICA tax and retirement benefits within the payroll group are spread over 26 pay periods rather than evenly throughout the year.

(2) Financing Obligations budget spread based on when debt payments are due.

~ Non operating revenues and expenses are related to capital equipment or projects, expenses can fluctuate greatly from month to month and are difficult to predict timing of.

^ Operating Costs includes all costs of running government not broken out in other line items to include insurance, repairs & maintenance, lease expense training, etc.



DEPARTMENT UPDATES

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	July 16, 2024

Administration and Human Resources

- 61 new hires or rehires processed YTD
- 66 terminations processed YTD
- ADP Comprehensive Services upgrade is going well. Enhanced benefit and talent management modules are under construction.
- Submitted three grants: Mini Grant through DOLA, IRA Urban and Community Forestry Grant through the Colorado Forestry Service & Energy Efficiency and Conservation Block Grant through the Colorado Energy Office for a Total of \$1,109,000 requested.
- The Mini Grant through DOLA was approved. The City will be using this grant to enhance bicycle infrastructure around the Touber Building this fall.
- Passed a social media policy and email retention policy
- Wrote letter of support for local government climate action accelerator program which received \$70M in EPA Climate Pollution Reduction Grant funding. This means that Salida will be eligible for these funds once they are ready to be distributed.

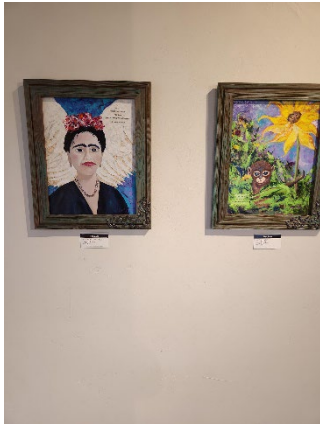
Arts and Culture

- An exhibit was hung in the Paquette Gallery featuring the works from artist, Pat Smith. The artist was recognized at the reception held during the monthly Creative Mixer, which was attended by 60 people. Additionally, local musician Richard Posadas entertained the attendees.
- Arts & Culture's Summer Creativity Camps wrapped up July with attendance continuing with 50 "campers" each for the last two sessions – Culinary Creations, Upcycled Arts Fashion.
- Arts & Culture continued the annual Summer Concert Series in July with performances by Front Range band Heavy Diamond Ring, regional band Westrock and locals The Dirty Groovers. The first two events of the 10-date schedule drew an audience of 900.
- The performance highlights of the month came from both a free concert in Riverside Park by the United States Air Force Academy Falconaires and the annual return of Chris Collins' John Denver Tribute Concert. The two performances were attended by a total of 1,030 people.
 - The SteamPlant and Scout Hut played host venues to many municipal, county, educational, business and non-profit groups, including CDOT, Colorado Mountain College, Dept. of Human Services, Collegiate Peaks Forum Series, Palmer Land Conservancy, Chaffee County Economic Development Corporation, OEDIT and Brewers Guild. All total the LISTED events/meetings were attended throughout the month by 453.
- TOTAL GUESTS Attending (39) Events/Meetings for July = 3,908
 - Number of free arts and culture events/no admission = 9
 - Number of attendees at free events = 2068
 - Number of events paying rental fees = 21
 - Number of entities using the facilities = 22



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Art Exhibit in Paquette



Summer Concert Series



Palmer Lan Conservancy Screening

City Clerk

- Processing a new liquor license, a liquor license transfer, a change in location for Fiesta Mexicana and several liquor license renewals.
- Processed one Arborist License.
- Processed several amplified sound permits for a total of 132 permits issued this year.
- Processed Marijuana renewal license for Sun House at 248 E. Hwy 50.
- Processed 13 CORA requests, including the largest request the city has ever had. The total amount of time spent on research and retrieval for the Brownstein Hyatt Farber Schreck, LLP CORA request was 74 hours of staff and attorney time., . The overall fees collected for this request was \$2,484.92. We have processed 58 CORA requests so far in 2024.
- August Municipal Court had 45 cases.
- Attended August Special Event Committee to review the upcoming August and September special events.
- attended the Colorado Municipal Clerk's Institute Training Conference last month and learned a lot about Records Retention, Liquor Licensing, Elections, Laws for Clerks and running Council meetings.

Community Development

- Building Permits: Following a brisk start to 2024, building permits have slowed considerably. Thus far through 8/15/24, we have seen 95 total building permits, including 136 new residential units (2 mixed-use building permits alone accounted for 75 units within Salida Crossings). At this time in 2023, we had seen 157 total building permits, inc. 86 new residential units. In 2022, we had seen 120 total building permits, inc. 50 new residential units. In 2021, we had seen 153 total building permits, inc. 130 new residential units.
- South Ark Neighborhood Phase I Infrastructure: The last of two DOLA awards (totaling \$4 mil) is expected to be under contract in the coming days, which will allow for final design and engineering work for Phase I infrastructure to begin with JR Engineering. Design is anticipated to take place over the next 6-8 months. A general contractor for the infrastructure will then be secured next spring/summer with construction anticipated to begin sometime



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next summer. Agreements with the County and CMC re: their contributions towards the infrastructure project are in the process of being finalized.

- 1st and D Apartments Project: A general contractor who will assist with final designs, coordinate cost estimating, and commence construction will be chosen by Artspace in the coming days. It is still possible that some slight modifications to the internal layout could result in additional flexible creative space without sacrificing the other residential elements (lobby space, management office, storage units, etc.) that Council saw value in at the last meeting or adding cost to the project. These options will be explored further as architectural designs are being finalized and cost estimates are made, prior to administrative review of the project, anticipated to happen later this year. Plans are to begin construction Q1 2025.
- CHFA Landbanking Grant: Negotiations continue with property owners to help acquire land on the east side of town for future lower-income senior living apartments and an adjacent public park using \$750K from Prop 123 and CHFA. Additional funds for the acquisition will come from the housing fund and potentially open space fees. Council will hopefully see contracts on the property in the coming weeks.
- Construction: Heightened interest rates continue to slow down construction of housing that has already been approved. Anticipated reductions in interest rates later this summer could result in a construction boom in the fall or spring of 2025, as there is still considerable latent demand.

Finance

- The 2025 budget is as difficult to balance as anticipated, but we are moving toward bringing an affordable budget proposal to the Council next month.
- The framework for a revised financial management plan has been put together. Staff will work with the finance advisory team at UMB to assist with this important update which should be available for Council review in October.
- Quarterly grant reporting for the various grants the City is fortunate to have has been accomplished.
- Staff are keeping up with the daily work while short one staff member (out of 4 total)



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Finance Office - Key Operating Metrics - 2024							
	January	February	March	April	May	June	July
Number of front desk customers served	264	212	167	212	214	154	255
Number of invoices paid	364	328	338	443	290	352	256
Number of utility bills processed	4261	4263	4268	4270	4292	4298	4315
Number of utility ACHs processed	1268	1272	1275	1267	1259	1260	1265
Number of MARS payments processed	85	84	86	88	85	85	83
Number of web portal payments brought in through cashing (Kristen)	1351	1369	1417	1391	1425	1460	1432
Number of late fees processed	256	330	344	241	320	317	276
Number of disconnect notices processed	54	44	44	39	45	49	51
Number of water shut offs	15	9	9	14	6	8	7
Number of journal entries prepared	90	75	87	59	59	47	46
Number of payroll checks processed	456	341	321	478	314	317	387
Number of utility service orders processed	183	94	95	85	78	48	94
Number of new construction utility accounts set up	22	21	10	7	5	5	4
Number of accounts receivable payments processed	39	36	50	54	51	43	48

Fire

- Operations
 - Incidents-This summer has been busy for the fire department, lots of emergency calls due to the increase of recreation in the summer. We have responded to numerous river incidents and some small fires.



- Training
 - Live Fire Training-The firefighters have been rigorously training using the Division of Fire Prevention and Control's live fire training trailer, as Salida lacks a local live fire training facility. This absence is particularly challenging for the south side of the county. Chief Jonke is prioritizing the development of a live burn facility, aiming to secure funding through grants and collaborative county efforts. This is a crucial step given Salida's reliance on inconsistent sales tax revenues.
 - Atmos Gas Training- Atmos Gas recently conducted a natural gas emergency training with all fire department crews, highlighting the critical nature of these potentially dangerous situations. This initiative

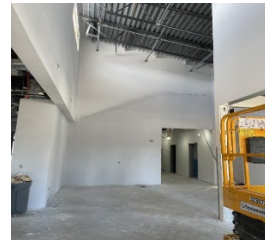
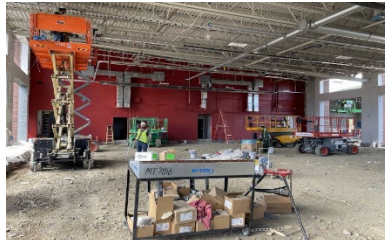


DEPARTMENT UPDATES

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exemplifies the fire department's commitment to going the extra mile by collaborating with community partners to enhance safety and preparedness across Salida.

- Fire Prevention
 - Inspections-Fire prevention is essential for protecting lives, property, and community well-being. Recently, we completed several inspections and reviewed plans for fire code compliance, underscoring our dedication to community safety and proactive fire prevention measures.
 - Plans Reviews-Salida Fire is actively involved in the Salida School District's building remodel, ensuring plans meet all applicable codes. Additionally, we are assisting the Montessori School with plan reviews and life safety compliance for their new facility.
- Community Risk Reduction
 - Fire Drills-School is back in session, and our staff is actively collaborating with the school district to enhance school safety. We are focusing on conducting and refining fire drills, ensuring that both students and staff are well-prepared and knowledgeable about emergency procedures.
 - Fire Alarms- On August 13th, during a significant power outage that affected six schools, the Salida Fire Department collaborated closely with the school district. Our team promptly addressed fire alarm trouble codes and provided fire watch support, ensuring safety until power was fully restored.
 - Fire Extinguishers- Community involvement is a cornerstone of our mission at the fire department. To this end, our firefighters actively engage with community members, demonstrating how to properly use fire extinguishers. These educational sessions not only equip our residents with essential fire safety skills but also strengthen the bond between the fire department and the community we serve.
- New firehouse
 - The construction of the new firehouse is progressing well, with drywall installation and painting currently underway. We anticipate that the facility will be operational before the end of the year. This modern firehouse, replacing a 123-year-old building, marks a significant milestone in enhancing public safety infrastructure. Considering that firehouses are designed to last 100 years, we certainly maximized the value of our previous facility, and this new building promises to serve our community well into the future.



- Wildland Fire
 - Two Departments Acting as One- The Salida Fire Department and South Arkansas Fire Protection District share a unique and vital relationship, with two departments effectively functioning as one cohesive unit. South Arkansas geographically surrounds Salida, creating a partnership where both entities rely heavily on each other to provide comprehensive fire services. This interdependence is crucial for maximizing resources and ensuring efficient and effective response across both jurisdictions. Chief Jonke wants to look at the possibility of consolidation in the future for efficiency.
 - Wildfire- This summer has been particularly challenging across the Western United States, with several very large wildfires burning. South Ark has been actively involved, deploying firefighters to over six states to assist in combating these fires, including several within Colorado. Our nationwide deployment is part of



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a coordinated effort to address this serious wildfire problem, demonstrating our commitment to both local and national fire suppression and safety efforts.



Parks and Recreation

- Parks
 - High school seasonals are back to school
 - Completed Centennial Park rest area improvements
 - Completed the final 2 stairs on the Scout Wave staircase
 - Connected the ADA Scout Wave viewing pad to the River Trail
 - Preparing for Ark Hills trailhead bike skills area build
- Aquatics
 - Still haven't been able to hire a Lifeguard 3
 - Jenn Davisson had been out for 2 weeks recovering from knee surgery
 - Pool is entered in Fall/Winter hours on Aug 5:
 - Monday-Thursday: 6:00am-1:00pm and 4:00-8:00pm
 - Friday: 6:00am-8:00pm
 - Saturday: 10:30am-6:00pm
 - Sunday: 12:00-6:00pm
 - Lifeguard shortage continues - offering a Lifeguard course in Sept.
- Recreation
 - Skateboard Lessons
 - Offering Private and group lessons at Centennial Park Skate Park
 - Private Lessons \$95/2 hrs. M-F 9-11am, 12-2pm, 2-4pm, 4-6pm. Ages 10+. Instructor Derek Scott. Info and registration [HERE](#)
 - Group Lessons \$6/2hrs. W, Th 4:40-6:30 pm. Ages 5+. Instructor Ethan Smith. Info and registration [HERE](#)
 - Youth Tennis Lessons
 - Youth lessons end Friday, August 30.
 - Ages 6-10 are 3-4 pm
 - Ages 11-15 are 4-5 pm



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- \$5 drop-in fee
 - Here is the link to registration and more details - [Here](#)
- Adult Kickball
 - Team registration is closed! for Adult Coed Kickball.
 - Free agent registration is also open and available with more details - [Here](#)
 - Games start Wednesday 8/14 at Marvin Park Softball Field.
- Youth Football
 - Registration is closed for youth football!
 - Tackle started August 12 and Flag starts August 14
- Mobile Recess
 - The activity is free to the public and will run from 10 am - 1 pm every Wednesday through the end of August.
- Touch a Truck
 - Touch-a-truck is coming up on September 21st! We'll have more details soon.
 - Please reach out to Tina or Ryan if you are interested in volunteering.
- Salida Scooter Bash
 - Registration is open. Link to [registration](#).
 - The competition will be for youth ages 17 and under
 - Sunday 9/15 from 10 am-2 pm at the downtown skatepark
- Youth level 2/3 Kayak Program
 - Registration is full! We have 2-3 people on each waitlist.
 - This activity starts on August 23 and will take place at the Salida Play Park.
- Heart of the Rockies Halloween
 - We are starting our planning process for Heart of the Rockies Halloween today! Reach out if you are interested in participating or have a fun idea for the event!
- Field Trip Fridays
 - Field Trip Fridays will be back this fall.
- Youth Volleyball Camp
 - Youth volleyball camp will be back this fall. More details to come.
- Facilities
 - Hire an Operator in Responsible Charge at the Pool to maintain Colorado Department of Public Health and Environment compliance
 - Interviewing for a new Facilities Supervisor
 - Comparing new Toubert Building signs and wayfinding
 - Fixing leaky roof in the SteamPlant Event Center
- Events
 - Marvin Park: Salida Recreation Youth Football league kicks off their season this week at Marvin Park! They will be at the fields for games/practices on Monday & Friday evenings this Fall. Adult Kickball season starts the week of September 9, and they use the park on Wednesday or Thursday evenings, alternating between the two days from week to week.
 - Event: Mobile Recess
 - Date(s): 8/21 (+ every Wednesday thru August) Time: 10am - 1pm
 - Location: Alpine Park
 - Attendance: 50-100



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- Event: Summer Concert Series
 - Date(s): 8/22 Time: 4-9pm
 - Location: Riverside Park
 - Attendance: 300
- Event: Farmers Market
 - Date(s): 8/24 (+ every Saturday thru October) Time: 8am - Noon
 - Location: Alpine Park
 - Attendance: 300
- Event: Lucky Duck Race
 - Date(s): 8/25 Time: 1 – 3:30pm
 - Location: Riverside Park
 - Attendance: 200
- Event: Mobile Recess
 - Date(s): 8/28 (+ every Wednesday thru August) Time: 10am - 1pm
 - Location: Alpine Park
 - Attendance: 50-100
- Event: Summer Concert Series
 - Date(s): 8/29 Time: 4-9pm
 - Location: Riverside Park
 - Attendance: 300
- Event: Farmers Market
 - Date(s): 8/31 (+ every Saturday thru October) Time: 8am - Noon
 - Location: Alpine Park
 - Attendance: 300
- Event: Summer Concert Series
 - Date(s): 9/5 Time: 4-9pm
 - Location: Riverside Park
 - Attendance: 300
- Event: Rally in the Valley Pickleball Tournament
 - Date(s): 9/6 - 9/8 Time: all day
 - Location: Centennial Park Courts
 - Attendance: about 75 per session
- Event: Salida Fiber Fest
 - Date(s): 9/7 - 9/8 Time: 9am – 4pm
 - Location: Riverside Park
 - Attendance: 300
- Event: Vapor Trail 125
 - Date(s): 9/7 - 9/8
 - Time: 10pm 9/7 - 8pm 9/8
 - Location: starts on F St bridge (then leaves Salida for duration of event)
 - Attendance: 125
- Event: Salida 76
 - Date(s): 9/14 (event set-up on 9/13) Time: 8am - 8pm
 - Location: Riverside Park



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- Attendance: 125
- Event: Banana Belt
 - Date(s): 9/15 Time: 7am – 5pm
 - Location: South Ark
 - Attendance: 200
- Event: Salida Bowl Bash Scooter Competition
 - Date(s): 9/15 Time: 8am – 2pm
 - Location: Downtown Skatepark

Police

No Report

Public Works

- Planning/Engineering/Construction
 - Planning and Construction
 - Streets
 - Oak Street – Utility construction for Phase 1 complete. Storm sewer underway.
 - Truck traffic enforcement needs coordinated with PD to comply with City ordinances.
 - Continual coordination with contractors PIO and City PIO on detour needs and impacts.
 - SRTS CDOT Local Agency Project - Final engineering and CDOT clearances underway.
 - West SH-291 Improvements – Preliminary engineering underway. Council memo and concepts prepared.
 - South Ark Neighborhood – Preliminary engineering work to initiate with DOLA grants finalized.
 - Working with Finance Department and financial consultant on Utility Rate Study updates and Budget
 - Attended Colorado Connect (regional broadband conference) and spoke on board related to local interactions for effective implementation of fiber projects.
 - Utilities
 - SCADA overhaul and upgrades underway
 - Smart Meter upgrades underway
 - Other CIP Items:
 - Pasquale – generator installation completed. Completion of programming remains.
 - Asphalt Maintenance Project completed
 - Concrete Maintenance Project – project out to bid for sidewalk repairs and construction
- Operations
 - Streets
 - Staff assistance with wayfinding sign placement soon to initiate.
 - New tree grates installed downtown, weed treatment in ROW completed, new pavement markings installed.
 - Storm drainage and culvert cleaning.



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Oak Street Storm Sewer



Oak Street Curb at Crest Academy