



CITY COUNCIL REGULAR MEETING

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

AGENDA

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

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

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

CIVILITY INVOCATION

CALL TO ORDER

Pledge of Allegiance

Roll Call

CONSENT AGENDA

1. Approve Agenda
- [2.](#) Approve September 03, 2024 Minutes
- [3.](#) Approve MOU Salida Mountain Trails
- [4.](#) Approve Special Event Liquor License for Art Walk
- [5.](#) Approve Contract with 110% Inc. for Arts, Culture, Parks and Recreation services Financial Sustainability Strategy consulting

CITIZEN COMMENT—Three (3) Minute Time Limit

UNFINISHED BUSINESS / ACTION ITEMS

NEW BUSINESS / ACTION ITEMS

- [6.](#) **Resolution 2024-56** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA COLORADO, APPROVING THE SUBDIVISION IMPROVEMENTS AND INCLUSIONARY HOUSING AGREEMENT FOR THE SHAKEN ROOST MAJOR SUBDIVISION.
- [7.](#) **Resolution 2024-57** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, PLEDGING TO PRACTICE AND PROMOTE CIVILITY.
- [8.](#) **Resolution 2024-58** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, COMMITTING TO A PRIORITY PROCESS FOR THOSE DEVELOPMENTS CONSTRUCTING AT LEAST 50% AFFORDABLE HOUSING.
- [9.](#) **Resolution 2024-59** A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING THE SUBDIVISION IMPROVEMENTS, DEVELOPMENT IMPROVEMENTS, AND INCLUSIONARY HOUSING AGREEMENT FOR THE FLOUR MILL PLANNED DEVELOPMENT AND MAJOR SUBDIVISION.
- [10.](#) **Resolution 2024-60** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, RESOLUTION APPROVING AN INCENTIVE AND DEVELOPMENT AGREEMENT WITH BIKER BAKER HOLDINGS LLC, RELATED TO THE FLOUR MILL DEVELOPMENT.
- [11.](#) **Resolution 2024-61** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING THE FIRST AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT FOR THE CHAFFEE COUNTY MULTIJURISDICTIONAL HOUSING AUTHORITY.

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

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

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Council Reports

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

Mayor Report

Treasurer Report

Attorney Report

Department Updates

13. Department Updates

ADJOURN



City Clerk | Deputy City Clerk

Mayor Dan Shore



CITY COUNCIL REGULAR MEETING

448 E. 1st Street, Room 190 Salida, Colorado 81201
September 03, 2024 - 6:30 PM

MINUTES

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

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
Treasurer Ben Gilling

ABSENT

Mayor Dan Shore

CONSENT AGENDA

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

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

Approve Agenda

Approve August 20, 2024 Minutes

Approve Agreement with Ramps and Alleys for the Scooter Bash

Award 2024 Concrete Maintenance Project

MOTION PASSED

CITIZEN COMMENT—Three (3) Minute Time Limit

John Barnholt, Peggy Barnholt, Adam Martinez, and Kristy Olson spoke during public comment.

PROCLAMATIONS

National Hispanic Heritage Month

UNFINISHED BUSINESS / ACTION ITEMS

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. **Second Reading and Public Hearing**

Mayor Pro Tem Critelli opened the Public Hearing. Sheila Moore with the Salida School District spoke regarding the Annexation application. Hearing no further comment, the Mayor Pro Tem closed the public hearing.

Council Member Pappenfort moved to approve Ordinance 2024-17, 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 2024-18 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. **Second Reading and Public Hearing**

Mayor Pro Tem Critelli opened the Public Hearing. Hearing no comment, the Mayor Pro Tem closed the public hearing.

Council Member Naccarato moved to approve Ordinance 2024-18, 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

NEW BUSINESS / ACTION ITEMS

Resolution 2024-54 A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO, MAKING FINDINGS OF FACT, DETERMINATIONS, AND CONCLUSIONS CONCERNING THE SALIDA SCHOOL DISTRICT ANNEXATION.

Council Member Pappenfort moved to approve Resolution 2024-54, 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 2024-55 A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SALIDA AND SALIDA SCHOOL DISTRICT R-32-J

Council Member Fontana moved to approve Resolution 2024-55, 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

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Council Reports

Reports were given

Mayor Report

Treasurer Report

Attorney Report

Department Updates

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: **Legal**

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.

advice regarding lawsuit brought by the Town of Poncha Springs, Tailwind Group LLC and Full Views Matter, LLC against the City of Salida, and related discussions of next steps and negotiating parameters after August 26, 2024 court-ordered mediation.

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

MOTION PASSED

Council entered into Executive Session at 7:30pm and returned to the Regular Meeting at 8:50pm.

Mayor Pro Tem Critelli moved to direct Special Counsel, General Counsel and pertinent City Staff to respond to plaintiffs Counsel and attempt to complete negotiation and agreement of a term sheet by the next City Council meeting on September 17, 2024, 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

ADJOURNED at 8:52



City Clerk | Deputy City Clerk

Mayor Dan Shore



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Parks and Recreation	Diesel Post - Parks and Recreation Director	September 17, 2024

AGENDA ITEM

Consent agenda – MOU with Salida Mountain Trails build and maintain an improved trailhead for the Arkansas Hills that includes a bicycle skills development area.

BACKGROUND

The City’s 2024 budget included \$25,000 for Arkansas Hills trailhead improvements. The Department of Parks and Recreation has worked with Salida Mountain Trails to design the improvements and raise additional funds for a skills-development area at the trailhead that will include trail features for beginner, intermediate, and expert riders to practice and develop skills on. A map and concept are attached.

RECOMMENDATION

Staff recommends that Council approve the consent agenda and the MOU with Salida Mountain Sports for the Arkansas Hills Trailhead improvements and Skills Park area.

FISCAL IMPACT

The City budgeted \$25,000 for this project for 2024. At this time, SMT has raised approximately \$30,000 for the material required for the skills park.

MOTION

A Councilmember should make a motion to “combine and approve the items on the consent agenda”, followed by a second and a roll call vote.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into this 17th day of September 2024, by and between the CITY OF SALIDA, a Colorado statutory municipal corporation (the “City”), and Salida Mountain Trails, (“SMT”), a 501c3 nonprofit organization (collectively the “Parties”).

RECITALS

WHEREAS, SMT has been a vital partner in stewarding trails and open space in and around the City for the past 20 years; and

WHEREAS, SMT and the City have partnered to create and maintain a Bike Skills Park as part of the Arkansas Hills Trail System; and

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

NOW, THEREFORE, the Parties hereby acknowledge mutual understanding of the following arrangement:

1. Purpose and Scope. The purpose of this MOU is to establish a general framework for cooperation among the parties and to more formally identify the roles and responsibilities of each party. The parties propose to work together to achieve a common goal of creating and maintaining a public Trailhead and Bike Skills Park.

2. Term. This MOU shall remain in effect indefinitely, subject to annual appropriations by the Salida City Council, or until this MOU is canceled by mutual written agreement of the Parties.

3. Specific Intentions and Responsibilities. The Parties have agreed to the following intentions and responsibilities under this MOU as follows:

A. The City agrees to:

- i. Contract for the design and construction of the Trailhead and Bike Skills Park
- ii. Manage general upkeep of the area (eg. Mowing, weed treatment/mitigation)
- iii. Coordinate all maintenance with SMT to ensure the Trailhead, Bike Skills Park trails and features stay in consistent condition. This will include providing City staff and a City water truck, as needed.
- iv. Provide and maintain signage stating Skills Park rules, as well as on-trail signage (eg. Trail difficulty rating)

B. Salida Mountain Trails agrees to:

- i. Assist with the installation of the Trailhead, Bike Skills Park trails, features and infrastructure
- ii. Coordinate regular maintenance with City to ensure Trailhead, Bike Skills Park trails and features stay in consistent condition. This will include providing SMT staff and volunteers.
- iii. Provide and maintain trailhead kiosk(s) and maps

4. Feedback. The Parties will evaluate the effectiveness of this arrangement and relationship annually, will provide each other with any pertinent details regarding the programming and feedback taken or received. The Parties will have a meeting at least annually to discuss the relationship, success, strengths and weaknesses of the relationship, and what role each Party will take in subsequent years, if applicable.

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

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

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

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

CITY OF SALIDA

ATTEST

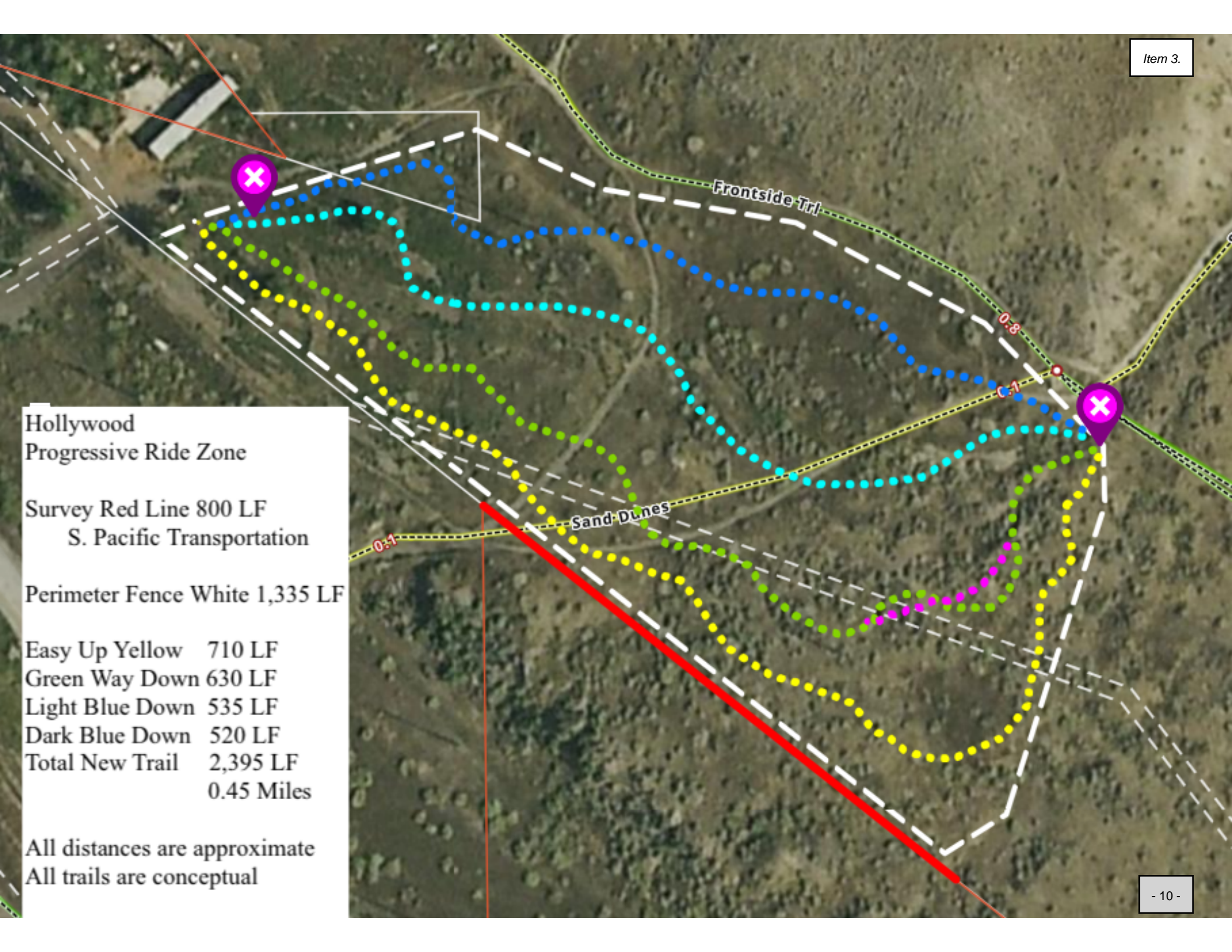
By: _____
City Administrator

By: _____
City Clerk/Deputy City Clerk

[Salida Mountain Trails]

By: _____
Name: [_____]
Title: [_____]





**Hollywood
Progressive Ride Zone**

Survey Red Line 800 LF
S. Pacific Transportation

Perimeter Fence White 1,335 LF

- Easy Up Yellow 710 LF
- Green Way Down 630 LF
- Light Blue Down 535 LF
- Dark Blue Down 520 LF
- Total New Trail 2,395 LF
- 0.45 Miles

All distances are approximate
All trails are conceptual



Item 4.

SPECIAL EVENT APPROVAL

TITLE Salida Art Walk	PRESENTED BY Parks & Recreation	DATE OF APPROVAL 9/5/24
Item: Event approval Event Date(s): 10/11-10/13 Location: F St & Riverside Park	Approved event elements: <input checked="" type="checkbox"/> Amplified Sound <input checked="" type="checkbox"/> Liquor License (must be attached) <input type="checkbox"/> Vendor(s) <input checked="" type="checkbox"/> Street Closure <input checked="" type="checkbox"/> Parade	<input type="checkbox"/> Rolling Barricade <input type="checkbox"/> Code Violation <input type="checkbox"/> Profit from public asset <input checked="" type="checkbox"/> Park rental <input type="checkbox"/> Trail/path use <input type="checkbox"/> Filming
Mission Statement: Operate high-quality, attractive event spaces and provide diverse, fun, affordable, and high-quality cultural programming, and educational opportunities for the community.		

Department	Comment	Signature
Parks and Recreation	Sackett Closure as opposed to Fst.	DocuSigned by: F72DEC7A000147F...
Public Works	Nothing at this time.	Signed by: 3B2DE75664F741F...
Police	Nothing at this time.	Signed by: 0BB88CC2AA7E4EE...
Fire	Nothing at this time	Signed by: A42DF031E37941E...
Sustainability		
Public Health	None	Signed by: 56DAE3F57AF2497...
Clerk	No Comment	DocuSigned by: D3DAAD7A66B84D2...
Administrator	Move closure to Sackett and keep F Street open.	DocuSigned by: 7703A38D07134BF...

This document serves as the event organizer's or sponsoring organization's Special Event Permit.
 This document must be present and available for Code Enforcement officers during an event.



August 25, 2024

Tina Gramann, Arts & Culture Community Engagement Supervisor
Ken Brandon, President, Salida Council for the Arts

Follow your hearts to Salida and join us in Colorado's largest National historic district and one of the state's first Creative Districts for an art filled weekend at the 31st annual Salida ArtWalk October 10-13 featuring numerous activities for art enthusiasts and collectors! The arts and artists have long been an integral part of Salida, and the downtown district features a highly concentrated number of artist-owned and operated galleries featuring regional, national, and award-winning fine artists showcasing paintings, photography, ceramics, jewelry, sculpture, fiber art, metal and glass work, mosaics, printmaking, salvaged art and more! Many artists can be found in various pop-up venues throughout downtown as well as literary artists, creative industries, live music, and a museum of art and culture. In addition to being a beautiful Fall weekend to visit, Salida ArtWalk presents gallery receptions on Friday night and curated exhibits, performances, and specialty menu items at the many restaurants, distilleries, and breweries throughout the weekend. Join us for the Art on the Rocks Sip & Paint Kick Off event presented by High Country Bank; the Invitational Ceramics Show at the Maverick Potter featuring internationally acclaimed ceramic artists; the 60' long Salida Community Mosaic public art project; the exciting "Mini Masterpieces" exhibit and auction featuring over 70 miniature pieces by local artists presented by Salida Council for the Arts; as well as artist demos, pop-up venues, public art tours, and hands on art activities for all ages. Then on Saturday evening October 12, join us as Salida's performing artists throw a giant ArtWalk pARTy featuring a Parade of the Arts with giant puppets, strolling musicians, street performers, live music, and dancing in Riverside Park- a true celebration of the arts in Salida! Stay for the patron brunch Sunday morning at the Salida Steam Plant and revisit your favorite galleries and pop-up venues and find that perfect piece of art to take home from Salida ArtWalk 2024. See www.SalidaArtWalk.org or follow Salida Art Walk on social media for more information.

DR 8439 (06/28/06)
COLORADO DEPARTMENT OF REVENUE
LIQUOR ENFORCEMENT DIVISION
1375 SHERMAN STREET
DENVER CO 80261
(303) 205-2300

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

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

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

LIAB	TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:	
2110	<input checked="" type="checkbox"/> MALT, VINOUS AND SPIRITUOUS LIQUOR	\$25.00 PER DAY
2170	<input type="checkbox"/> 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
THE CITY OF SALIDA State Sales Tax Number (Required) **01276759-0000**

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP)
**220 W SACKETT AVE.
SALIDA, CO 81201**

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP)
**100 E. SACKETT AVE.
SALIDA, CO 81201**

NAME DATE OF BIRTH HOME ADDRESS (Street, City, State, ZIP) PHONE NUMBER

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

5. EVENT MANAGER
PATRICK O'BRIEN

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?
 NO YES HOW MANY DAYS?

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?
 NO YES TO WHOM?

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

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

Date	Date	Date	Date	Date
Hours From To	Hours From To	Hours From To	Hours From To	Hours From To
10/12/24 12:00pm 9:00pm				

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 **[Signature]** TITLE **DIRECTOR** DATE **8/30/24**

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) CITY COUNTY TELEPHONE NUMBER OF CITY/COUNTY CLERK

SIGNATURE TITLE DATE

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

LIABILITY INFORMATION

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



VALID ONLY FOR THIS ORGANIZATION AT THIS LOCATION
City of Salida
100 E Sackett Ave
Salida, CO 81201

SPECIAL EVENTS PERMIT MALT, VINOUS AND SPIRITUOUS LIQUOR

FROM	Date October 12, 2024	Hour 12:00pm	TO	Date October 12, 2024	Hour 9:00pm
------	--------------------------	-----------------	----	--------------------------	----------------

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 17th day of September, 2024.

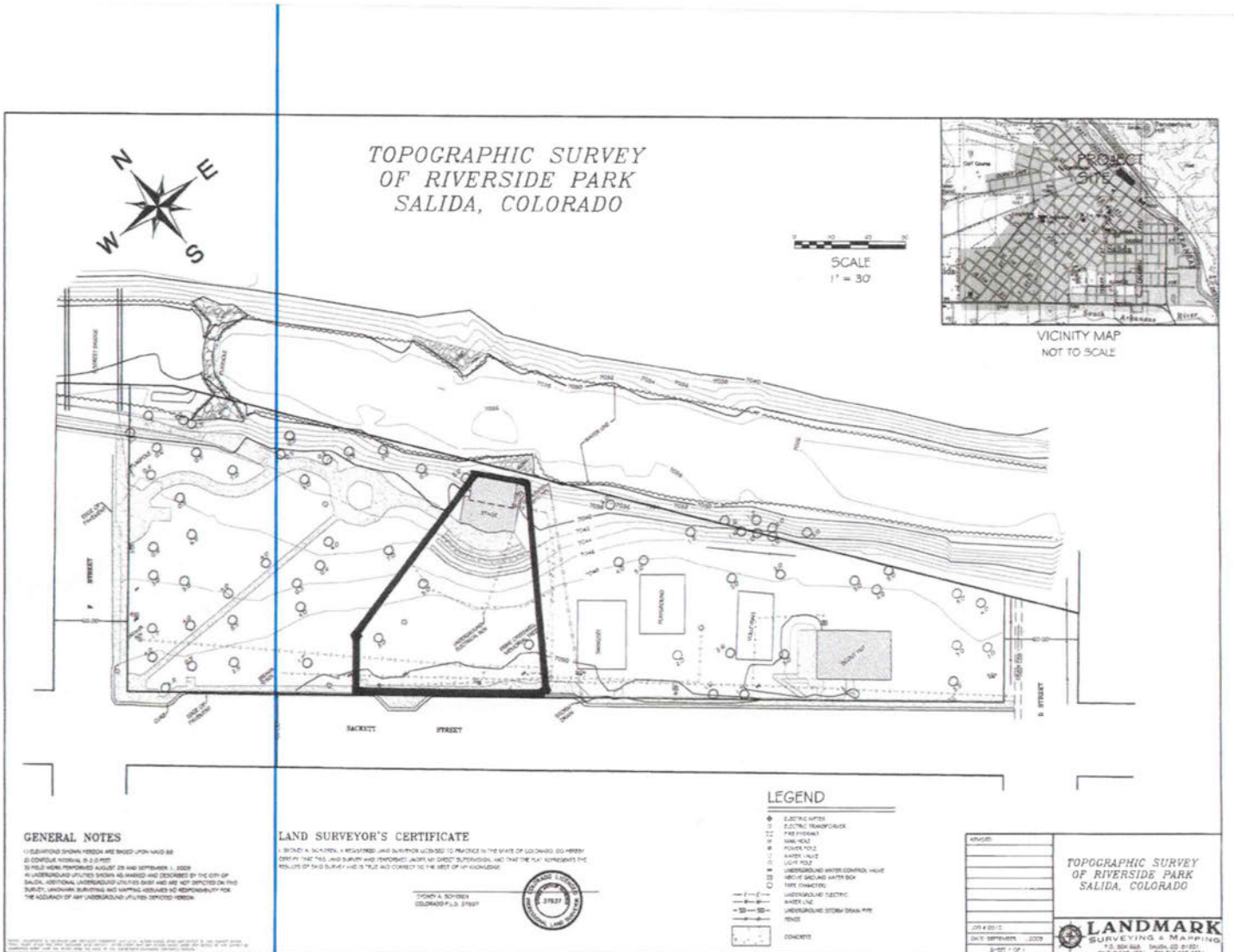
ATTEST:

The City of Salida

City Clerk/Deputy City Clerk

City Administrator

THIS LICENSE IS TO BE POSTED IN A CONSPICUOUS PLACE





CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Parks and Recreation	Diesel Post - Parks and Recreation Director	September 17, 2024

AGENDA ITEM

Consent agenda – contract with 110% Inc. for Arts, Culture, Parks and Recreation services Financial Sustainability Strategy consulting.

BACKGROUND

As a part of the 2020 PROST Master Plan, the department completed various financial analysis exercises that determined the cost of offering the variety of services that the Department led. These services included:

- Pool use and rental
- Park use and rental
- Youth Sports
- Adult Sports
- Re-sale
- Etc.

After the cost to offer these services was established, the Council, PROST, and Staff worked together to establish categories that each service fell into, along with cost recovery goals for each category. Based on this, the staff was able to develop pricing for services that was logical, justifiable, repeatable, and aligned with the goals.

The Department of Arts and Culture has the opportunity to perform the same exercises with the Council and community stakeholders in order to learn the true cost of the services offered by the Department and work collectively to align these services into categories and agree upon cost recovery goals for those categories and services.

This work aligns with the current budget process, the staffing analysis by ILG, the long-term financial plan, and the growing interest in the city’s quality of life services.

RECOMMENDATION

After discussion with the Administrator, the Director of Finance, and the Director of Parks and Recreation, staff recommends approving the contract with 110% for a Financial Sustainability Strategy project.

FISCAL IMPACT

The fiscal impact of this Contract is \$26,975, with the possibility of purchasing a “Premium Pricing Tool” for \$3,510

MOTION

A Councilmember should make a motion to “combine and approve the items on the consent agenda”, followed by a second and a roll call vote.



Salida Professional Service Agreement For 2024 Quality of Life Services Financial Sustainability Strategy Process Project

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) dated as of **Sept. 17, 2024**, is entered into by 110% Inc., a Consulting Firm of the State of Colorado, whose business address is P.O. Box 538, Salida, CO 81201, (“Contractor”) and the City of Salida, Colorado, a statutory municipality of the State of Colorado (“City” and, together with the Contractor, “Parties”).

RECITALS AND REPRESENTATIONS

WHEREAS, the City desires to have performed certain professional services as described in this Agreement; and

WHEREAS, the Contractor represents that the Contractor has the skill, ability, and expertise to perform the services described in this Agreement and within the deadlines provided by the Agreement; and

WHEREAS, the City desires to engage the Contractor to provide the services described in this Agreement subject to the terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of the benefits and obligations of this Agreement, the Parties mutually agree as follows:

1. SERVICES AND CONTRACTOR PERFORMANCE

1.1. Services and Work Product. As directed by and under the supervision of the City Administrator for the City of Salida, the Contractor shall provide the City with the services described in **Exhibit A, attached hereto and incorporated herein (“Services”)**. For purposes of this Agreement, **“Work Product”** shall consist of deliverables and/or product to be created, provided, or otherwise tendered to the City as described in the Services.

1.2. Changes to Services. At any time, the City may request a change or changes in the Services. Any changes that are mutually agreed upon between the City and the Contractor shall be made in writing and upon execution by both Parties shall become an amendment to the Services described in this Agreement. To be effective, any written change must be signed by the Contractor and by the Salida City Council (“City Council”).

1.3. Independent Contractor. The Contractor shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee, or other relationship with the City other than as a contracting party and independent contractor. The City shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor’s employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state, or federal income or other tax contributions; insurance contributions (e.g., FICA);



workers' compensation; disability, injury, or health; professional liability insurance, errors, and omissions insurance; or retirement account contributions.

1.4. Standard of Performance. In performing the Services, the Contractor shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing in the State of Colorado. Contractor represents to the City that the Contractor is, and its employees performing such Services are, properly licensed and/or registered within the State of Colorado for the performance of the Services (if licensure and/or registration is required by applicable law) and that the Contractor and employees possess the skills, knowledge, and abilities to competently, timely, and professionally perform the Services in accordance with this Agreement.

1.5. Patent Indemnification. Contractor shall indemnify, defend and hold City harmless from any and all claims, demands, and causes of action (including reasonable attorneys' fees and costs of suit) for actual or asserted infringement or actual or asserted appropriation or use by City of trade secrets, proprietary information, know-how, copyright rights, or patented inventions included in any design or specification furnished by Contractor or arising from the use or sale of materials, equipment, methods, processes, designs, and information, furnished by Contractor in connection with the Services. Contractor shall include the foregoing indemnification provision as a term of each agreement utilized by it in the performance of its work which shall extend expressly from the vendor or subcontractor to City.

1.6. Safety. When and to the extent that Contractor or any of its employees, agents, or subcontractors are working under the terms of this Agreement, Contractor will comply, and cause all its employees, agents, and subcontractors to comply, with applicable safety rules and security requirements.

1.7. Qualified Personnel. Contractor will make available all qualified Contractors, drafters, technical and clerical personnel necessary to fulfill its obligations under this Agreement. Prior to commencement of work, Contractor will provide City with the names of all Contractor personnel and their then current hourly rates, if applicable, whose services are to be employed in performance of the Services. Removal or re-assignment of personnel by Contractor will only be done with prior written approval of City.

1.8. Removal of Personnel by City. City may, in its discretion, require Contractor to dismiss from performance of the Services any personnel of Contractor or any subcontractor for any reason, effective upon written notice from City of such dismissal. City will not be required to pay salary, or any other costs associated with dismissed personnel effective upon Contractor's receipt of notice to dismiss from City.

1.9. Representations and Warranties. Contractor represents and warrants that the Services will be performed in a manner consistent with other reasonable professionals providing similar services under similar circumstances. Contractor will complete the Services in accordance with the Agreement and applicable United States laws, regulations, ordinances, and codes in existence at the time the Agreement is executed.

1.10. Maintenance of and Access to Records. Contractor will maintain detailed records of all matters relating to the Services during the term of the Agreement and for a period after its cancellation or termination of not less than five (5) years. City will have the right to copy and audit during regular business



hours all records of any kind which in any way related to the Services, whether created before, during, or after the termination of this Agreement. Access to such records will be provided to City at no cost.

1.11. Colorado Open Records Act. The parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, et seq., C.R.S. In the event of the filing of a lawsuit to compel such disclosure, the City shall inform the Contractor and will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same

1.12. Disclosure of Adverse Information. Contractor will promptly disclose to City any and all information which Contractor may learn, or which may have a material adverse impact on the Services or the Work Product or City's ability to utilize the Work Product in the manner and for the purpose for which the Work Product is intended.

2. COMPENSATION

2.1. Commencement of and Compensation for Services. Following execution of this Agreement by the City, the Contractor shall be authorized to commence performance of the Services as described in **Exhibit A** subject to the requirements and limitations on compensation as provided by this **Section 2.0 COMPENSATION** and its Sub-Sections.

- A. For Lump sum Task Orders.** The CONTRACTOR shall perform Services as a Task Order described in **Exhibit B** and shall invoice the CITY for work performed based on percent complete the specific task.
- B. For Time and Materials Task Orders.** The CONTRACTOR shall perform the Services and shall invoice the CITY for work performed based on the rates described in **Exhibit C**.
- C. Reimbursable Expenses.** The following shall be considered "Reimbursable Expenses" for purposes of this Agreement and may be billed to the City without administrative mark-up but which must be accounted for by the Contractor and proof of payment shall be provided by the Contractor with the Contractor's monthly invoices:
 - Vehicle Mileage (billed at not more than the prevailing per-mile charge permitted by the Internal Revenue Service as a deductible business expense)
 - Printing and Photocopying Related to the Services
 - Charges incidental to securing needed information (e.g., charges imposed to obtain recorded documents)
 - Postage and Delivery Services
 - Lodging and Meals (*only* with prior written approval of the City as to dates and maximum amount permitted)



- D. Non-reimbursable Costs, Charges, Fees, or Other Expenses.** Any fee, cost, charge, penalty, or expense incurred by the Contractor not otherwise specifically authorized by this Agreement shall be deemed a non-reimbursable cost and shall be borne by the Contractor and shall not be billed or invoiced to the City and shall not be paid by the City.
- E. Increases in Compensation or Reimbursable Expenses.** Any increases or modification of compensation or Reimbursable Expenses shall be subject to the approval of the City and shall be made only by written amendment of this Agreement executed by both Parties.

2.2. Payment Processing. The Contractor shall submit invoices and requests for payment in a form acceptable to the City. Invoices shall not be submitted more often than once each month unless otherwise approved by this Agreement or in writing by the City. Unless otherwise directed or accepted by the City, all invoices shall contain sufficient information to account for all Contractor time (or other appropriate measure(s) of work effort) and all authorized Reimbursable Expenses for the Services during the stated period of the invoice. Following receipt of a Contractor's invoice, the City shall promptly review the Contractor's invoice.

2.3. City Dispute of Invoice or Invoiced Item(s). The City may dispute any Contractor time, Reimbursable Expense, and/or compensation requested by the Contractor described in any invoice and may request additional information from the Contractor substantiating any and all compensation sought by the Contractor before accepting the invoice. When additional information is requested by the City, the City shall advise the Contractor in writing, identifying the specific item(s) that are in dispute and giving specific reasons for any request for information. The City shall pay the Contractor within forty-five (45) days of the receipt of an invoice for any undisputed charges or, if the City disputes an item or invoice and additional information is requested, within thirty (30) days of acceptance of the item or invoice by the City following receipt of the information requested and resolution of the dispute. To the extent possible, undisputed charges within the same invoice as disputed charges shall be timely paid in accordance with this Agreement. Payment by the City shall be deemed made and completed upon hand delivery to the Contractor or designee of the Contractor or upon deposit of such payment or notice in the U.S. Mail, postage prepaid, addressed to the Contractor.

3. CONTRACTOR'S GENERAL RESPONSIBILITIES

3.1. The Contractor shall become fully acquainted with the available information related to the Services. The Contractor is obligated to affirmatively request from the City such information that the Contractor, based on the Contractor's professional experience, should reasonably expect is available and which would be relevant to the performance of the Services.

3.2. The Contractor shall perform the Services in accordance with this Agreement and shall promptly inform the City concerning ambiguities and uncertainties related to the Contractor's performance that are not addressed by the Agreement.

3.3. The Contractor shall provide all the Services in a timely and professional manner.



3.4. The Contractor shall promptly comply with any written City request from the City or any of the City's duly authorized representatives to reasonably access and review any books, documents, papers, and records of the Contractor that are pertinent to the Contractor's performance under this Agreement for the purpose of the City performing an audit, examination, or other review of the Services.

3.5. The Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and resolutions.

3.6. The Contractor shall be responsible at the Contractor's expense for obtaining, and maintaining in a valid and effective status, all licenses and permits necessary to perform the Services unless specifically stated otherwise in this Agreement.

4. TERM AND TERMINATION

4.1. **Term.** The provision of services under this Agreement shall commence on September 18, 2024 (the "Effective Date") and will terminate on February 1, 2025 (cumulatively, the "Term"); provided, however, under no circumstances will the Term exceed the end of the current City Fiscal year (January 1 – December 31). The Contractor understands and agrees that the City has no obligation to extend this Agreement's Term or contract for the provision of any future services, and makes no warranties or representations otherwise. Notwithstanding the foregoing; the Parties may mutually agree in writing to the monthly extension of this Agreement for up to twelve (12) consecutive calendar months if such extension is approved by the City Council and the Contractor and such extension do not alter or amend any of the terms or provisions of this Agreement.

4.2. **Continuing Services Required.** The Contractor shall perform the Services in accordance with this Agreement commencing on the Effective Date until such Services are terminated or suspended in accordance with this Agreement. The Contractor shall not temporarily delay, postpone, or suspend the performance of the Services without the written consent of the City Council.

4.3. **City Unilateral Termination.** This Agreement may be terminated by the City for any or no reason upon written notice delivered to the Contractor at least ten (10) days prior to termination. In the event of the City's exercise of the right of unilateral termination as provided by this paragraph:

- A. Unless otherwise provided in any notice of termination, the Contractor shall provide no further services in connection with this Agreement after receipt of a notice of termination; and
- B. All finished or unfinished documents, data, studies, and reports prepared by the Contractor pursuant to this Agreement shall be delivered by the Contractor to the City and shall become the property of the City, subject to the ownership restrictions in **Section 6.0** of this Agreement; and
- C. The Contractor shall submit to the City a final accounting and final invoice of charges for all outstanding and unpaid Services and Reimbursable Expenses performed prior to the Contractor's receipt of notice of termination and for any services authorized to be performed by the notice of termination as provided by **Sub-Section 4.3(A)** above. Such final accounting and final invoice shall be delivered to the City within thirty (30) days of the date of termination; thereafter, no other



invoice, bill, or other form of statement of charges owing to the Contractor shall be submitted to or accepted by the City.

4.4. Termination for Non-Performance. Should a party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party which notice shall specify the non-performance, provide both a demand to cure the non-performance and reasonable time to cure the non-performance and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purposes of this **Sub-Section 4.4**, “reasonable time” shall be not less than five (5) business days. In the event of a failure to timely cure a non-performance and upon the date of the resulting termination for non-performance, the Contractor shall prepare a final accounting and final invoice of charges for all performed but unpaid Services and authorized Reimbursable Expenses. Such final accounting and final invoice shall be delivered to the City within fifteen (15) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to the Contractor shall be submitted to or accepted by the City. Provided that notice of non-performance is provided in accordance with this **Sub-Section 4.4**, nothing in this **Sub-Section 4.4** shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

4.5. Unilateral Suspension of Services. The City may suspend the Contractor’s performance of the Services at the City’s discretion and for any reason by delivery of written notice of suspension to the Contractor which notice shall state a specific date of suspension. Upon receipt of such notice of suspension, the Contractor shall immediately cease performance of the Services on the date of suspension except: (1) as may be specifically authorized by the notice of suspension (e.g., to secure the work area from damage due to weather or to complete a specific report or study); (2) for the submission of an invoice for Services performed prior to the date of suspension in accordance with this Agreement or (3) as required by law.

4.6. Reinstatement of Services Following City’s Unilateral Suspension. The City may at its discretion direct the Contractor to continue performance of the Services following suspension. If such direction by the City is made within thirty (30) days of the date of suspension, the Contractor shall recommence performance of the Services in accordance with this Agreement. If such direction to recommence suspended Services is made more than thirty-one (31) days following the date of suspension, the Contractor may elect to: (1) provide written notice to the City that such suspension is considered a unilateral termination of this Agreement pursuant to **Sub-Section 4.3**; or (2) recommence performance in accordance with this Agreement; or (3) if suspension exceeded sixty (60) consecutive days, request from the City an equitable adjustment in compensation or a reasonable re-start fee and, if such request is rejected by the City, to provide written notice to the City that such suspension and rejection of additional compensation is considered a unilateral termination of this Agreement pursuant to **Sub-Section 4.3**. Nothing in this Agreement shall preclude the Parties from executing a written amendment or agreement to suspend the Services upon terms and conditions mutually acceptable to the Parties for any period of time.

4.7. Delivery of Notice of Termination. Any notice of termination permitted by this **Section 4.0 TERM AND TERMINATION** and its subsections shall be addressed to the persons identified in **Section 9.17** herein and at the addresses provided therein or such other address as either party may notify the other of



and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

5. INSURANCE

5.1. Insurance Generally. The Contractor shall obtain and shall continuously maintain during the Term of this Agreement insurance of the kind and in the minimum amounts specified in this **Sub-Section 5.1**. The Required Insurance shall be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All Required Insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor.

The Contractor shall secure and maintain the following ("**Required Insurance**"):

- A. Worker's Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law. Such policy of insurance, if any, shall be endorsed to include the City as a Certificate Holder.
- B. Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000.00) Dollars for each occurrence and of Two Million Dollars (\$2,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the City as Certificate Holder and name the City, and its elected officials, officers, employees, and agents as additional insured parties.
- C. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury of not less than of One Hundred Thousand Dollars (\$100,000.00) each person and each accident and for property damage of not less than Fifty Thousand Dollars (\$50,000.00) each accident with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Agreement, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the City as Certificate Holder and name the City, and its elected officials, officers, employees, and agents as additional insured parties.
- D. Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of One Million Dollars (\$1,000,000.00) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the City as a Certificate Holder.



5.2. Additional Requirements for All Policies. In addition to specific requirements imposed on insurance by this **Section 5.0 INSURANCE** and its subsections, insurance shall conform to all of the following:

- A. For Required Insurance and any other insurance carried by Contractor (“**Contractor Insurance**”), all policies of insurance shall be primary insurance, and any insurance carried by the City, its officers, or its employees shall be excess and not contributory insurance to that provided by the Contractor; provided, however, that the City shall not be obligated to obtain or maintain any insurance whatsoever for any claim, damage, or purpose arising from or related to this Agreement and the Services. The Contractor shall not be an insured party for any City-obtained insurance policy or coverage.
- B. For both Required Insurance and Contractor Insurance, the Contractor shall be solely responsible for any deductible losses.
- C. For Required Insurance, no policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.
- D. For Required Insurance, every policy of insurance shall provide that the City will receive notice no less than thirty (30) days prior to any cancellation, termination, or a material change in such policy.

5.3. Failure to Obtain or Maintain Insurance. The Contractor’s failure to obtain and continuously maintain policies of insurance in accordance with this **Section 5.0 INSURANCE** and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Agreement. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement, or, at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City immediately upon demand by the City, or at the City’s sole discretion, the City may offset the cost of the premiums against any monies due to the Contractor from the City pursuant to this Agreement.

5.4. Insurance Certificates. Prior to commencement of the Services, the Contractor shall submit to the City applicable certificates of insurance for all Required Insurance. Insurance limits, terms of insurance, insured parties, and other information sufficient to demonstrate conformance with this **Section 5.0 INSURANCE** and its subsections shall be indicated on each certificate of insurance. Certificates of insurance shall reference the “Project Name” as identified on the first page of this Agreement. The City may request, and the Contractor shall provide within three (3) business days of such request a current certified copy of any policy of Required Insurance and any endorsement of such policy. The City may, at its election, withhold payment for Services until the requested insurance policies are received and found to be in accordance with the Agreement.



6. OWNERSHIP OF DOCUMENTS

6.1. Work Product is Property of City. Upon complete payment for services rendered, the Work Product, as defined in **Sub-Section 1.1**, shall be deemed work made for hire and made in the course of Services performed under this Agreement and will be the exclusive property of the City. City will have unlimited right to make, have made, use, reconstruct, repair, modify, reproduce, publish, distribute and sell the Work Product, in whole or in part, or combine the Work Product with other matter, or not use the Work Product at all, as it sees fit. Any reuse of the Work Product produced under this Agreement for any purpose not directly related to this Agreement will be at the sole risk of City.

6.2. Obligations of Contractor's Personnel and Subcontractors. Contractor warrants it has enforceable written agreements with all of its personnel and subcontractors to be involved in performing the Services that:

- A. assign to Contractor ownership of all patents, copyrights, and other proprietary rights created in the course of their employment or engagement; and
- B. obligate such personnel or subcontractors, as the case may be, upon terms and conditions no less restrictive than are contained in this **Section 6.0 OWNERSHIP OF DOCUMENTS**, not to use or disclose any proprietary rights or information learned or acquired during the course of such employment or engagement including, without limitation, any Work Product, all Contractor property and any other information pursuant to this **Section 6.0 OWNERSHIP OF DOCUMENTS**.

6.3. Assignment of Proprietary Rights. To the extent that any title to any Work Product may not, by operation of law, vest in City, or such Work Product may not be considered to be work made for hire, Contractor hereby irrevocably transfers and assigns to City in perpetuity all worldwide right, title and interest in and to the patent rights, copyrights, trade secrets, and other proprietary rights in and ownership of, the Work Product.

6.4. City Furnished Information. Title to all materials and all documentation furnished by the City to Contractor will remain in the City. Contractor will deliver to the City any all Work Products and property, including copies thereof on whatever media rendered, upon the first to occur of:

- A. the City's written request; or
- B. completion of the Services under this Agreement; or
- C. termination of this Agreement.

6.5. The Contractor waives any right to prevent its name from being used in connection with the Services.

6.6. Notwithstanding the foregoing, the Contractor shall retain all rights, titles, and interests, including but not limited to all ownership and intellectual property rights, in all inventions, improvements, discoveries, methodologies, models, formats, software, algorithms, processes, procedures, designs, specifications,



findings, and other intellectual properties developed, gathered, compiled or produced by the Contractor prior to or independently of any of its services under this Agreement (“Background IP”), including such Background IP that the Contractor may employ in the performance of this Agreement, or may incorporate into any part of the Work Product. The Contractor grants the City an irrevocable, non-exclusive, transferable, royalty-free license in perpetuity to use, disclose, and derive from such Background IP, but only as an inseparable part of the Work Product. Third-party content that may be used or incorporated in the Work Product shall not become the property of the City. The Contractor shall secure all licenses necessary to any third-party content incorporated into the Contractor’s Work Product for the City to utilize the Contractor’s services and the Work Product for their intended purposes.

7. CONFLICT OF INTEREST

The Contractor shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for the Contractor with regard to providing the Services pursuant to this Agreement. The Contractor shall not offer or provide anything of benefit to any City official or employee that would place the official or employee in a position of violating the public trust as provided by C.R.S. §24-18-109, as amended, the Salida City Code of Ethics, as amended or the City’s ethical principles.

8. REMEDIES

In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the City may exercise the following remedial actions if the Contractor substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities, or inactions by the Contractor. The remedial actions include:

- 8.1.** Suspend the Contractor’s performance pending necessary corrective action as specified by the City without the Contractor’s entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or
- 8.2.** Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or
- 8.3.** Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the City; and/or
- 8.4.** Terminate this Agreement in accordance with this Agreement.

The foregoing remedies are cumulative and the City, in its sole discretion, may exercise any or all of the remedies individually or simultaneously.



9. MISCELLANEOUS PROVISIONS

9.1. No Waiver of Rights. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party. The City's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the City except in writing signed by the City Council or by a person expressly authorized to sign such waiver by resolution of the City Council of the City of Salida, and any written waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver unless specifically stated.

9.2. No Waiver of Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City, its officials, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

9.3. Affirmative Action. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

9.4. Americans with Disabilities Act. Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. §35.130, and all other regulations promulgated under Title II of The Americans with Disabilities Act.

9.5. Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this **Section 9.5** shall not authorize assignment.

9.6. No Third-Party Beneficiaries. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant, or sub-contractor of Contractor. Absolutely no third-party beneficiaries are intended by this Agreement. Any third-party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

9.7. Article X, Section 20/TABOR. The Parties understand and acknowledge that the City is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of



TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the City, and other applicable laws. Upon the failure to appropriate such funds, this Agreement shall be terminated.

9.8. Governing Law, Venue, and Enforcement. This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Chaffee County, Colorado, and the parties consent and agree to the jurisdiction of such courts. To reduce the cost of dispute resolution and to expedite the resolution of disputes under this Agreement, the Parties hereby waive any and all right either may have to request a jury trial in any civil action relating primarily to the enforcement of this Agreement. The Parties agree the rule providing ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.

9.9. Survival of Terms and Conditions. The Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

9.10. Assignment and Release. All or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement shall not be assigned by Contractor without the express written consent of the City Council. Any written assignment shall expressly refer to this Agreement, specify the particular rights, duties, obligations, responsibilities, or benefits so assigned, and shall not be effective unless approved by resolution or motion of the City Council. No assignment shall release the Applicant from performance of any duty, obligation, or responsibility unless such release is clearly expressed in such written document of assignment.

9.11. Paragraph Captions. The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

9.12. Integration and Amendment. This Agreement represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this must be in writing and be signed by both the City and the Contractor.

9.13. Severability. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.



9.14. Incorporation of Exhibits. Unless otherwise stated in this Agreement, exhibits, applications, or documents referenced in this Agreement shall be incorporated into this Agreement for all purposes. In the event of a conflict between any incorporated exhibit and this Agreement, the provisions of this Agreement shall govern and control.

9.15. Non-Liability of City for Indirect or Consequential Damages or Lost Profits. Parties agree that the City shall not be liable for indirect or consequential damages, including lost profits that result from the City’s declaration that the Contractor is in default of the Agreement, so long as the City acts in good faith.

9.16. Indemnity. To the fullest extent permitted by law, Contractor shall indemnify and defend the City, its members, affiliates, officers, directors, partners, employees, and agents (collectively referred to as the “City” for the purposes of this **Section 9.16**) from and against all claims, damages, losses, and expenses, including but not limited to reasonable attorney’s fees (collectively referred to “Losses”), arising out of the performance of the Services, provided that (a) any such claim, damage, loss or expense is caused by any negligent act or omission of (i) Contractor, (ii) anyone directly or indirectly employed by Contractor or (iii) anyone for whose acts Contractor may be liable; and (b) such indemnification shall not apply to the extent that such Losses are caused by the negligence of the City or other party indemnified hereunder. If Contractor is providing architectural, engineering, or surveying services; design; construction; alteration; repair; or maintenance of any building, structure, highway, bridge, viaduct, water, sewer, or gas distribution system, or other works dealing with construction, or any moving, demolition, or excavation connected with such construction, the extent of Contractor’s obligation to indemnify and defend the City is enforceable only to the extent and for an amount represented by the degree or percentage of negligence or fault attributable to the Contractor or the Contractor’s agents, representatives, subcontractors, or suppliers. If the Contractor is a person or entity providing architectural, engineering, surveying, or other design services, then the extent of Contractor’s obligation to indemnify and defend the City may be determined only after the Contractor’s liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the Contractor and City. The indemnification in this **Section 9.16** shall be construed to comply with C.R.S. § 13-50.5-102(8) et. seq.

9.17. Notices. Unless otherwise specifically required by a provision of this Agreement any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below or at such other address as has been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when deposited in the United States Mail and properly addressed to the intended recipient. Written notice may also be provided by electronic mail which shall be deemed delivered when receipt is acknowledged by reply of the recipient.

If to the City:

City of Salida
Christy Doon, City Administrator
448 E. First Street, Suite 112

If to the Contractor:

110%
P.O. Box 538
Salida, CO 81201



Salida, CO 81201
christy.doon@cityofsalida.com

With Copy to:
City Attorney
Nina P. Williams
Wilson Williams Fellman Dittman
1314 Main Street, Suite 101
Louisville, CO 80027
nina@wwfdlaw.com

Mike 'Diesel' Post
448 E. First Street, Suite 112
Salida, CO 81201
Diesel.post@cityofsalida.com

10. AUTHORITY

The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of City of Salida and the Contractor and bind their respective entities.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK-SIGNATURE PAGE FOLLOWS]



THIS AGREEMENT is executed and made effective as provided above.

CITY OF SALIDA

CONTRACTOR

By: _____

By: _____

Name: Christy Doon

Name: _____

Title: City Administrator

Title: _____

APPROVED AS TO FORM:

Nina P. Williams, City Attorney



EXHIBIT A

("Services")

Prepared for:

The City of Salida (CO)

Parks & Recreation and

Arts & Cultural Services Departments



Financial Sustainability Strategy Process

Work Plan & Approach



Serving The Parks & Recreation Industry

Influencing ethical decision-making, strengthening leadership competencies, helping create a financially sustainable future one organization at a time.

Mike "Diesel" Post

Park and Recreation Director
City of Salida, CO
410 West Hwy 50
Salida, CO 81201

Dear Diesel,

We are pleased to submit the following *Financial Sustainability Strategy Process* proposal to the City of Salida's Parks & Recreation and Arts & Cultural Services Departments. The pages that follow outline a process intended to lead to the development of a useful and actionable financial sustainability strategy for your organization.

Providing project oversight and leadership, 110% Inc. brings an unrivaled approach to creating financial sustainability strategies largely due to substantial practical experiences in public sector management and a focus on adaptive leadership in today's dynamic social, economic, and environmental times. We will facilitate a process and deliver results that cannot be matched by any other consulting firm.

110% Inc. brings the following to each project we lead and organization for which we work.

- An extensive understanding of the parks and recreation industry including trends and issues, service delivery, and management challenges strengthening efforts to develop relevant strategy.
- A history of unparalleled client satisfaction and customer loyalty.
- Authenticity and a commitment to facilitating each project based upon the unique attributes of your organization and the community you serve.
- Strategic financial sustainability concepts, approaches, and methodologies proven to be effective.

In the event you have any questions as you review this proposal, please email me at jsabbach@110percent.net or call 720.304.2167.

Respectfully,

Jamie S. Sabbach
President & Principal in Charge



Phone
720.304.2167



Email
info@110percent.net



Website
110percent.net



LinkedIn
[@110-percent-i](https://www.linkedin.com/company/110percent-inc)

Our commitment is to help your organization position itself for long-term financial resilience, strength, and vitality.

Parks & Reconomics©

There are few approaches to creating cost recovery or financial sustainability strategies for public parks and recreation organizations which exist today - and none quite like **110%'s Financial Sustainability Strategy process**. This game-changing approach builds on the philosophy of Parks & Reconomics© - how parks and recreation organizations manage finite resources - and an interest in every park and recreation professional being able to confidently say, "We responsibly manage our financial resources".

The 110% Difference

Since 2010, **110%** has been synonymous with cost recovery and financial sustainability efforts in public parks and recreation across the U.S., helping hundreds of organizations. Our unique and comprehensive approach and methodology positions organizations to create effective and actionable financial sustainability philosophies and strategies.

Why we do what we do

At 110%, we recognize the untapped potential within the parks and recreation industry. Our journey together begins with a commitment to break through the status quo, to explore the uncharted, and to advocate for change based upon rich information and data. We are not just another consulting firm; we are thought leaders committed to helping you in the pursuit of ethical decision making, strengthening leadership competencies, and ensuring the financial sustainability of parks and recreation.

At 110%, we're not just shaping the future; we're defining it – one professional and one agency at a time.

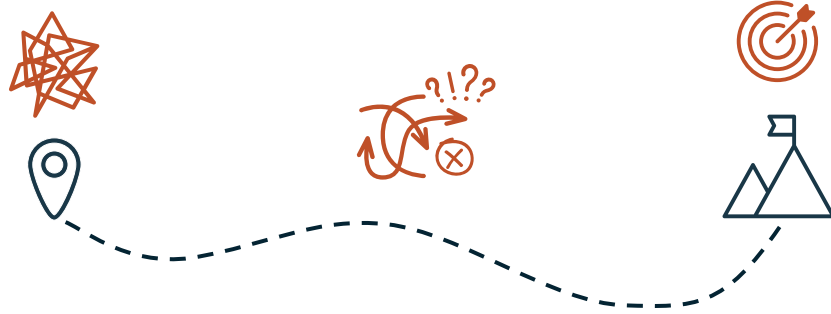
Say hello to Earl!

Keep an eye out for our passionate Parks & Rec nut throughout this proposal for additional details on each section of work.



Financial Sustainability in Quality of Life Services

Key Focus Areas...



Through careful analysis and thoughtful planning, your organization can develop a comprehensive strategy that aligns with your goals working towards financial sustainability.

#1

Education & Training

- Financial Sustainability 101 Workshop(s)
- Service Category Development Workshop
- Beneficiary of Service Work Sessions

#2

Financial Analysis

- Cost-of-Service Analysis - Operating
- Financial Insights and Historic Trends
- Operating and Performance Metrics

#3

Strategies & Recommendations

- Cost Recovery/Subsidy Goal Setting
- Financial Sustainability Strategy & Alternatives



Focus Area #1 Education & Training

Item 5.



Financial Sustainability in Quality of Life Services

Staff, Stakeholder Groups, and Board & City Council Workshops

These workshops provide a comprehensive overview of the *Financial Sustainability Strategy* process for the City’s quality of life services such as parks and recreation as well as arts and cultural services, explaining the essential nature of this work in local government and the outcomes which result for service quality and delivery. Topics include financial management and cost recovery, revenue generation, responsible spending/investment of taxpayer dollars, and the importance of a sound financial sustainability strategy.

Note: Two (2) sessions will be provided: (1) City Council, PROST Advisory Board, Parks & Recreation stakeholder group, Arts & Cultural Services stakeholder group; (1) Parks & Recreation and Arts & Culture staff.

Service Category Development Update

Staff Work session

Working collaboratively, the consulting team and the Parks and Recreation Department’s project team will update the department’s current service categories to ensure relevance. Special consideration will be given to arts and cultural services so that they are represented. The work session will include a review of service category development, distinctions between services, service areas, and service categories, and a resource guide for defining service categories. This is a necessary step in the development of an effective financial sustainability strategy.

Beneficiary of Service: Staff, Stakeholder Groups, and Board & City Council Work Sessions

These interactive work sessions enable staff, stakeholder groups, board and City Council members the opportunity to rank service categories based upon their alignment with the “common good” in contrast to those services which are “exclusive”. By ranking all service categories in this manner, the City can justify and rationalize the distribution of subsidies, focusing investment in “common good” services while considering responsible subsidies and revenue generating opportunities for “exclusive” services.

Note: Four (4) sessions will be provided: (1) City Council and PROST Advisory Board; (1) Parks & Recreation stakeholder group; (1) Arts & Cultural Services stakeholder group; (1) Parks & Recreation and Arts & Culture staff.



Focus Area #2 Financial Conditions Analysis

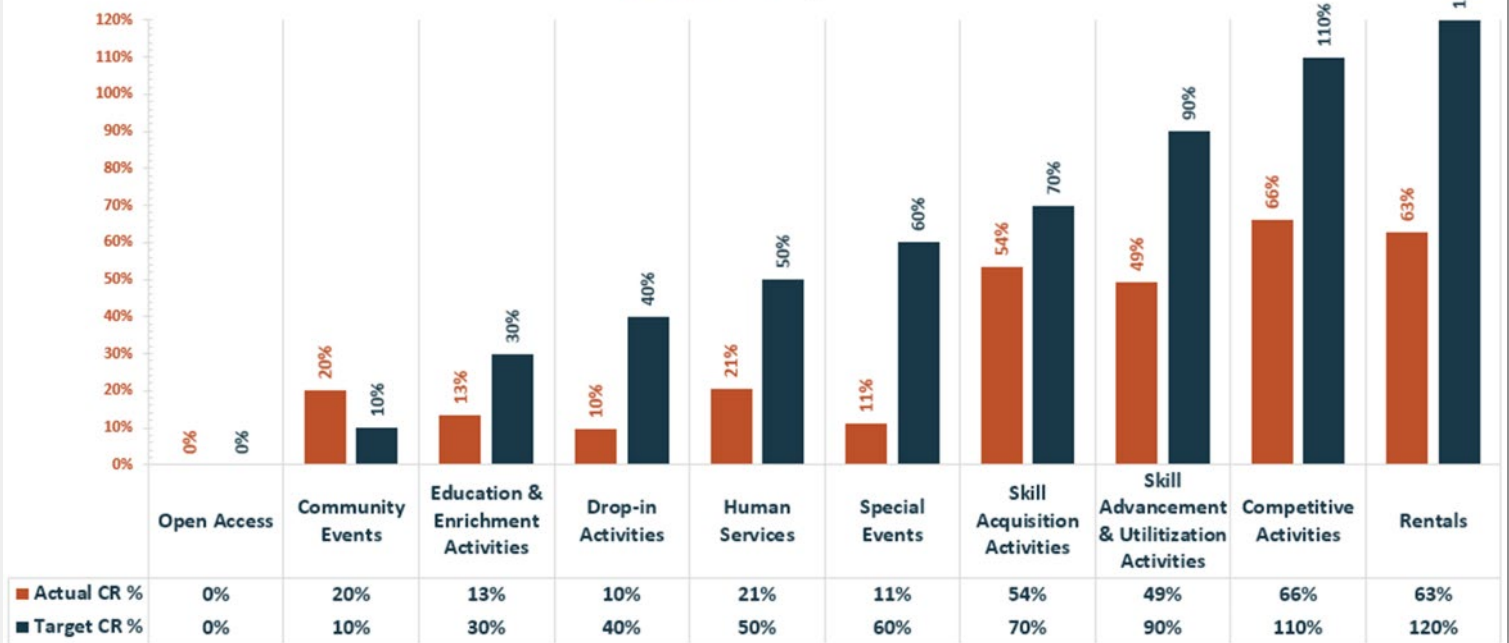
Item 5.

Cost-of-Service Analysis - Operating

The cost-of-service analysis identifies the organization's total cost-of-service delivery by thoroughly reviewing and analyzing all expenses and participation/use data provided for the study period. The Parks and Recreation Department will undergo a cost-of-service update to previous efforts and a cost-of-service analysis will be completed for arts and cultural services. The consulting team works closely with a City appointed data gathering team to ensure that all expenses and services are identified, and to develop meaningful service, facility, and park areas to appropriately attribute expenses to services. The result is a clear picture of total cost-of-service which will guide the development of cost recovery/subsidy investment goals.

SERVICE CATEGORIES
ACTUAL TO TARGET COST RECOVERY %

Actual CR % Target CR %



We specialize in transforming data into **actionable strategy**. Our approach is focused on navigating current realities while proactively planning for the future.

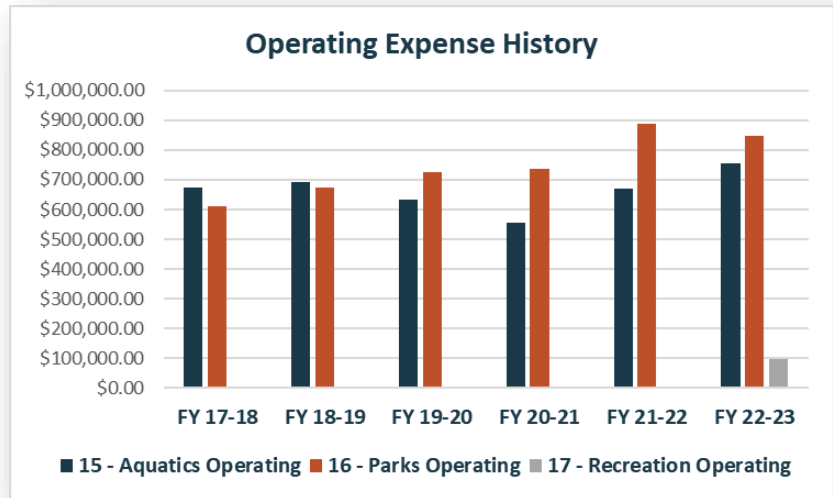


Focus Area #2 Financial Conditions Analysis

Item 5.

Financial Insights & Historical Trends

Through this process, insight into how your organization utilizes its expense budget is developed. In addition, a look back at historical trends provides important context for current data. This review contributes to a holistic understanding of your organization's fiscal landscape and plays a pivotal role in forecasting future performance and capital investment needs.



Performance & Operational Metrics

Dependent upon the availability, quality, and consistency of additional data provided by your organization, additional insights may include cost per acre, cost per park amenity, cost per mile of trail, cost per square foot, resident vs. non-resident usage, % of program capacity, etc. These metrics, paired with data from other assessment areas offer a deeper understanding of your organization's operational efficiency and financial performance.

Parks	Acres	Direct Expense Per Park (Annual)
Adair Park	5.00	\$ 41,123.50
Corley Commons	0.62	\$ 5,099.31
Dearborn Park	8.70	\$ 71,554.90
Ebster park	4.27	\$ 35,119.47
Glenlake Park (Pool & Tennis Center)	14.32	\$ 117,777.71
Glenn Creek Nature Preserve	2.50	\$ 20,561.75
Rev. Roy Moss Sr. Garden	2.29	\$ 18,834.56
Harmony Park	0.65	\$ 5,346.06
Hidden Cove Park	9.85	\$ 81,013.30
McKoy Park	8.98	\$ 73,857.81
Mead Road Park	0.67	\$ 5,510.55
Oakhurst Park (Oakhurst Rec Center)	12.01	\$ 98,778.65
Oakview Road Park	0.26	\$ 2,138.42
Parkside Circle Park	1.81	\$ 14,886.71
Poplar Circle Trail Extension	0.37	\$ 3,043.14
Scott Park (Decatur Rec Center)	2.92	\$ 24,016.13
Spring Stree Pocket Park	0.11	\$ 904.72
Sycamore Park	1.04	\$ 8,553.69
Waddell Park	0.59	\$ 4,852.57
Wylde Woods	0.22	\$ 1,809.43
Total	77.18	
Cost Per Acre Total Direct Parks Expense	\$ 8,224.70	\$ 634,782.40



We work *with* you. Leverage this strategic approach and insights to strengthen your organization.



Focus Area #3 Strategies & Recommendations

Item 5.

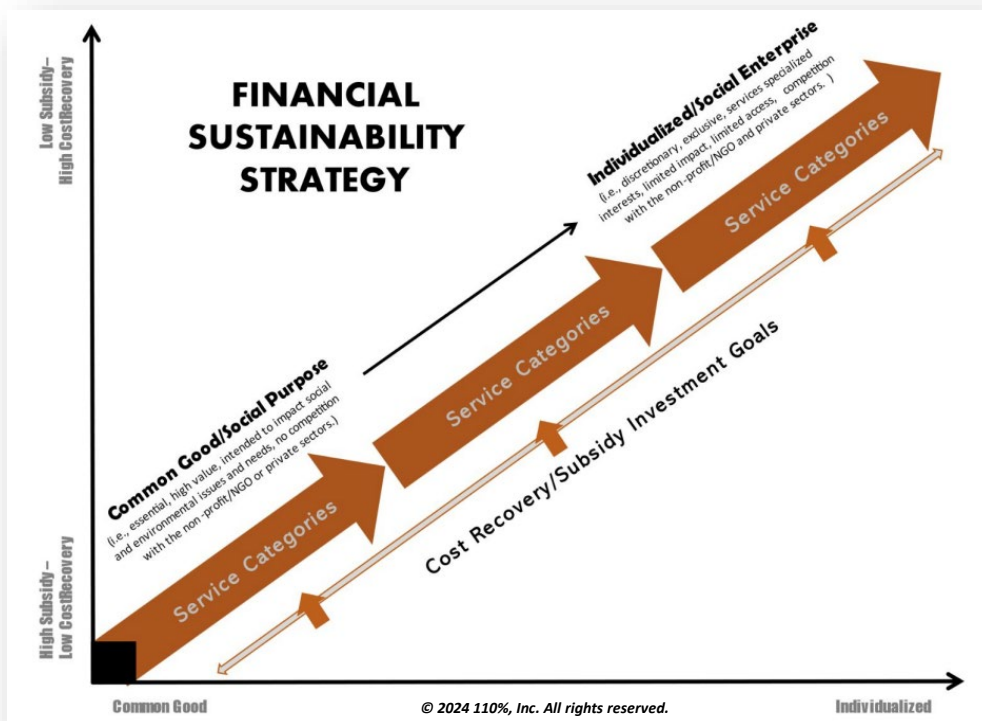
Cost Recovery/Subsidy Goal Setting

After completing the financial conditions analysis, your organization will set cost recovery/subsidy investment goals based upon current performance, analysis insights, and budget projections. At this point, the Financial Sustainability Strategy begins to take shape.

Financial Sustainability Strategy & Alternatives

Your organization's financial sustainability strategy serves as the cornerstone for sound financial decision-making. Strategy alternatives are useful for addressing performance gaps or exploring new revenue streams. These options may focus on specific service areas like enterprise operations (e.g., golf course, water park) or on short-term vs long-term performance objectives.

Additionally, the City has the option to create one continuum that represents both the parks and recreation and arts and cultural services, or each of the two departments can create a separate continuum that's reflective of their own services.



Final Presentation

Formal in-person presentations of the final results will be provided to staff, PROST Advisory Board, and to City Council, as directed by the Project Manager.

Deliverables

Comprehensive, detailed information will be provided based upon all project work as identified in this proposal and confirmed in the project kick-off meeting. A final financial sustainability strategy report will be delivered to close out the process, providing key summaries and discovered findings.

Note: Deliverables will be presented for review, and the project lead/team will have the opportunity to provide comments prior to approval and final delivery.



Final Report
Comprehensive overview of data



Financial Sustainability Strategy



Cost-of-Service Analysis
Detailed results



Interactive Simulator & Pricing Calculator*

*Pricing simulator and calculator included in all projects; Premium Pricing Tool add-on available. See next page for more information.



EXHIBIT B
("Task Order")

Project Budget & Timeline

Financial Sustainability Strategy Project Budget

Financial Sustainability in Quality of Life Services	\$4,200	Cost Recovery/Subsidy Goal Setting	\$950
Service Category Development Update	\$1,275	Financial Sustainability Strategy & Alternatives	\$1,500
Beneficiary of Service work sessions	\$4,200	Final presentation	\$950
Cost-of-Service Analysis	\$13,900		
		Project Price:	\$26,975

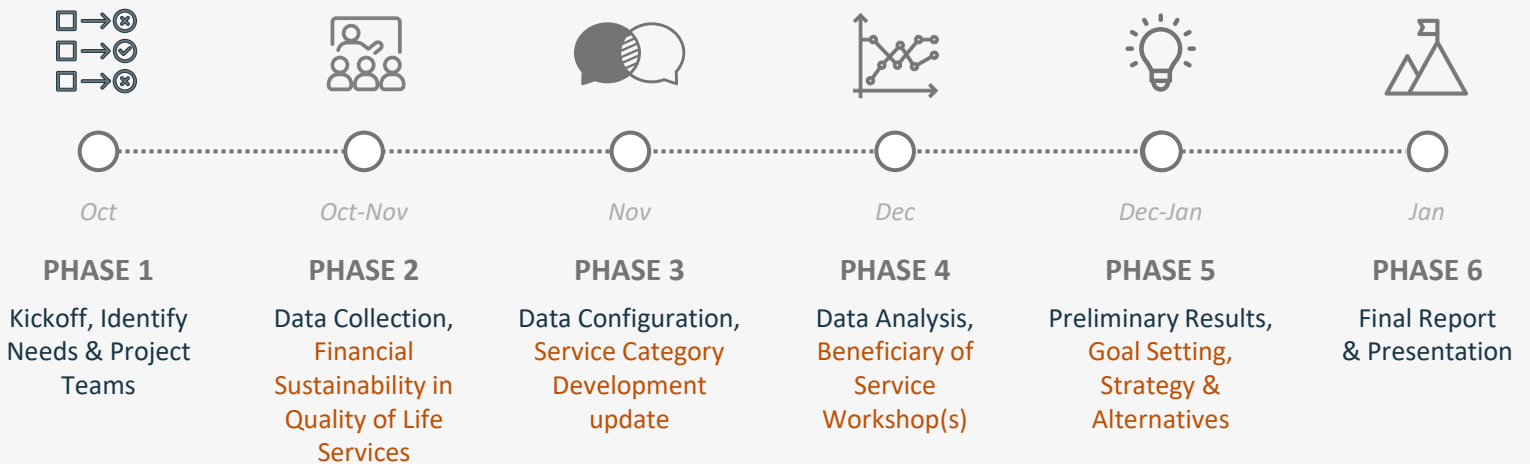
+ Premium Pricing Tool Add-on: + \$3,510

NOTE: All pricing above reflects a virtual process. In-person facilitation is available upon request and priced per project trip @ \$3990 per consultant. Consultant hourly rates used to calculate the budget include: 110% - Principal: \$235/hour; Project Consultant: \$175/hour. Organization has two (2) weeks from the date of delivery of the final project deliverables to submit any questions or comments to 110% Inc. that may result in modifications. Any additional requests submitted to 110% after this two (2) week period are not included in the project budget. 110% reserves the right to accept or refuse additional requests. Accepted requests by 110% will be billed at the hourly rates stated above unless otherwise agreed upon in writing.

Proposed Timeline

The proposed timeline below provides anticipated dates for each phase of the project.

NOTE: Date ranges are subject to change based upon the availability of staff within your organization and adherence to proposed deadlines.



Navy = Cost-of-Service Work **Orange** = Education & Strategy



CITY COUNCIL ACTION FORM

DEPARTMENT Community Development	PRESENTED BY Glen Van Nimwegen - Associate Planner	DATE September 17, 2024
--	--	-----------------------------------

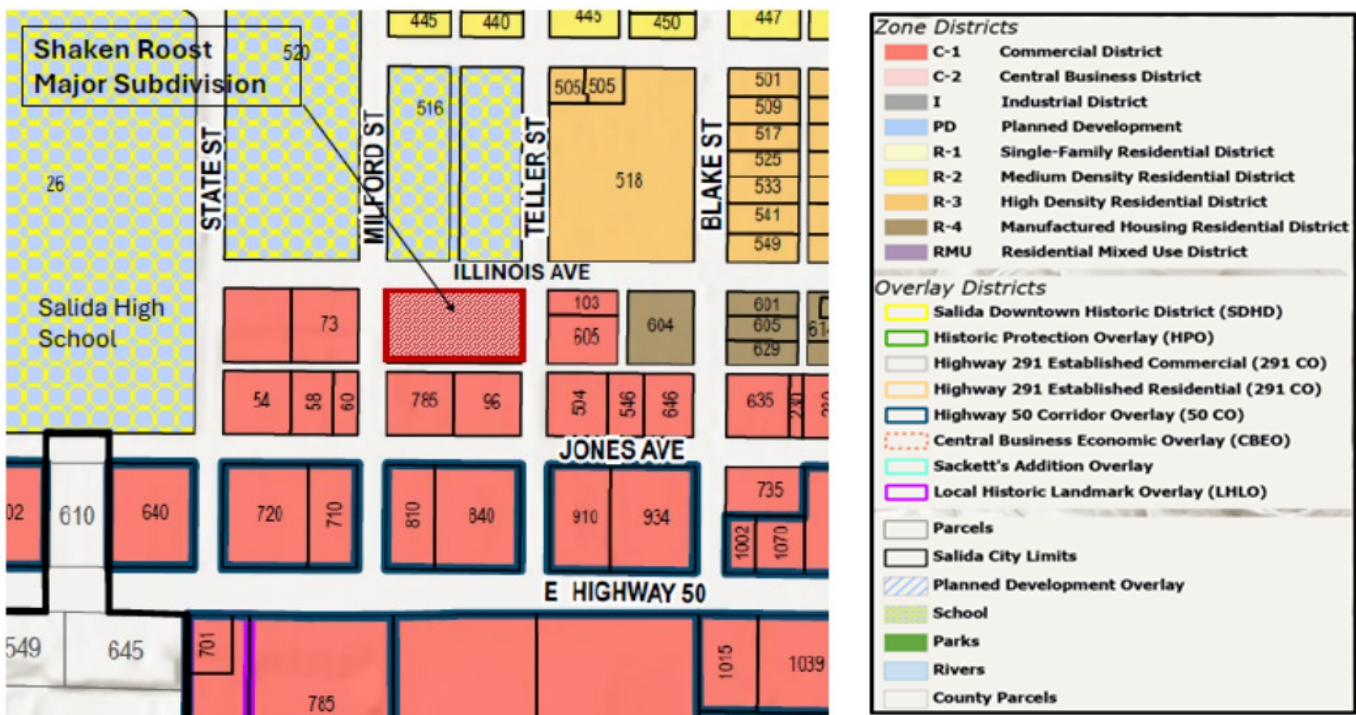
AGENDA ITEM

Resolution 2024-56: Approval of the Subdivision Improvements and Inclusionary Housing Agreement for the Shaken Roost Major Subdivision.

BACKGROUND

The Planning Commission and City Council held a conceptual review meeting of the proposed subdivision on March 18, 2024. The Planning Commission recommended approval of the major subdivision on July 6, 2024. City Council approved the Major Subdivision on August 6, 2024 subject to Council's approval of the subdivision improvements and inclusionary housing agreement.

The proposed major subdivision reconfigures the north half of Block 17, Roberd's Addition to the City of Salida into 14 duplex lots. The proposed Agreement sets the rules for construction and dedication of public improvements, fees for schools and open space, and affordable housing.

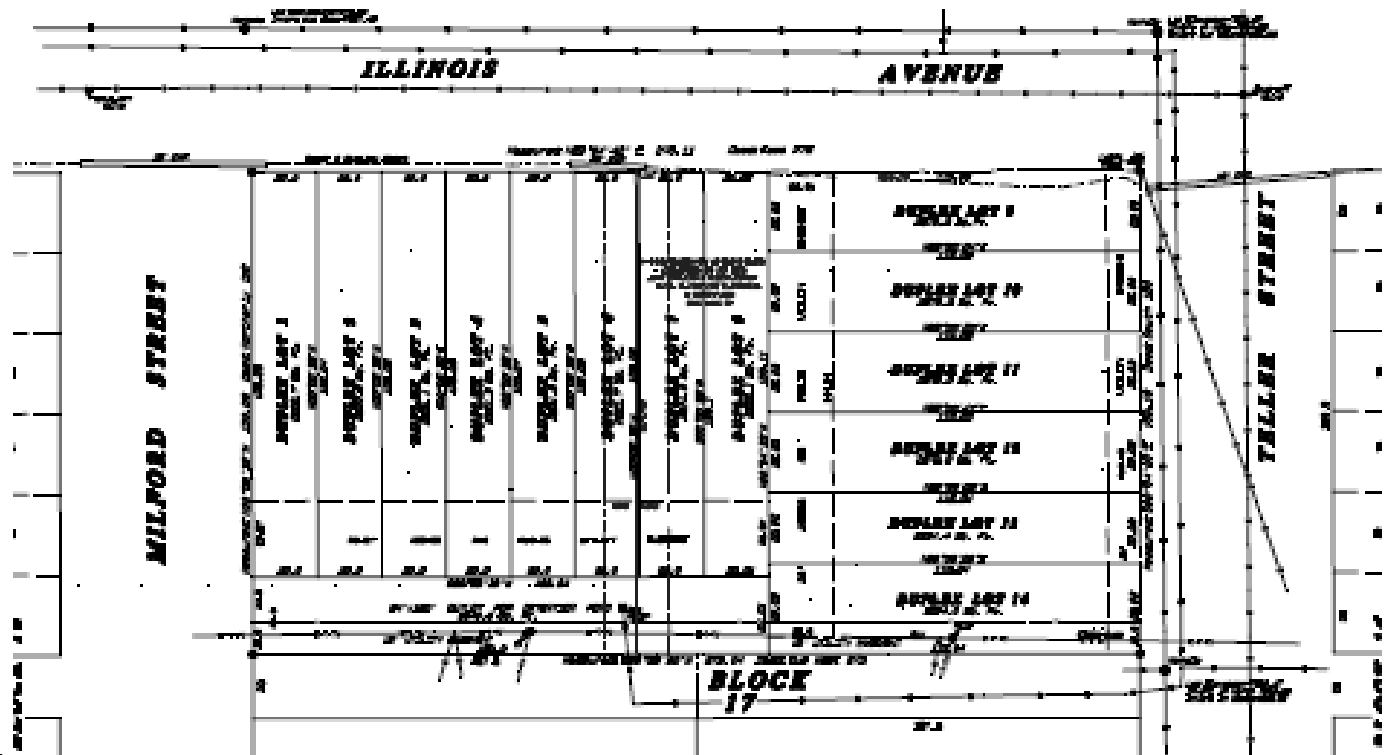


DISCUSSION

The applicant has made the changes to the major subdivision plat as approved by Council; and designed and received staff approval of the public improvements. This agreement describes how and when the improvements will be installed and how the subdivision will meet the affordable housing requirements as described below.

Subdivision Improvements

Section 16-2-60 of the Salida Municipal Code (SMC) requires an improvements agreement for new subdivisions. Section 5 of the agreement sets the standards for the development of the property which includes putting in place a financial guarantee in place for the public improvements which the City can utilize to complete the project in case of default by the developer. It also defines inspection and approval process for the public improvements. Section 5.14 lays out the required fees in lieu for Schools and Open Space. Section 6 and Exhibit C defines the projected construction schedule which includes two phases.



Inclusionary Housing

Article XIII of Chapter 16 of the SMC requires major subdivisions to include 16.7% of the units as affordable; and pay a fee-in-lieu for the fractional remainder. For the Shaken Roost Major Subdivision which includes seven duplex buildings (14 units), they will be building two affordable units on lots 5 and 6 and paying the remainder (.34) as a fee in lieu. The code requires an agreement between the City and Developer to define how the requirements will be met. This is described in Section 7 and Exhibit D.

RECOMMENDATION

Staff recommends approval of Resolution 2024-56 approving the Subdivision Improvements and Inclusionary Housing Agreement for the Shaken Roost Major Subdivision

MOTION

A City Councilmember should state “I move to _____ Resolution 2024-56 approving the Subdivision Improvements and Inclusionary Housing Agreement for the Shaken Roost Major Subdivision, followed by a second and a roll call vote.

Attachments

Resolution 2024-56

Subdivision Improvements and Inclusionary Housing Agreement for Shaken Roost Major Subdivision

Resolution 2024-45 Approving the Shaken Roost Major Subdivision

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 56
(Series of 2024)**

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

WHEREAS, Shaken Roost LLC (“Developers”), represented by Joni Baker, is the owner of the Shaken Roost Major Subdivision; and

WHEREAS, on August 6, 2024 the City Council approved Resolution No. 2024-45 approving the Shaken Roost Major Subdivision which consists of 14 lots and seven duplex residential structures on the .95 acre parcel (“Property”) located on the south side of Illinois Avenue, between Milford and Teller Streets; and

WHEREAS, pursuant to Sections 16-2-60 of the Salida Municipal Code (“Land Use Code”) and the conditions set forth in Resolution 2024-45, the City and Developer wish to enter into a Subdivision Improvements Agreement to set forth their understanding concerning the terms and conditions for the construction of the development’s public improvements and other improvements; and

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

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

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

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

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

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

CITY OF SALIDA

By _____
Dan Shore, Mayor

[SEAL]

ATTEST: _____
City Clerk/Deputy City Clerk

**SUBDIVISION IMPROVEMENTS AND INCLUSIONARY HOUSING AGREEMENT
(Shaken Roost Major Subdivision)**

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into this _____ day of _____, 2024, by and between the CITY OF SALIDA, COLORADO, a Colorado statutory city (“City”), and Shaken Roost, LLC, a Colorado limited liability company, (“Developer”) (each a “Party” and together the “Parties”).

Section 1 - Recitals

- 1.1 The Developer contends that it is the fee title owner of certain lands known as the Shaken Roost Major Subdivision (the “Project”), and more particularly described on attached **Exhibit A**, which is incorporated herein by this reference (the “Property”). The Property is located within the boundaries of the City.
- 1.2 The Developer (represented by Joni Baker, President) received approval for a 14-lot major subdivision for the residential project on a .95 acre site zoned C-1 on August 6, 2024 when the City Council adopted Resolution 2024-45. Condition #1 of the approving resolution requires Council approval of a Subdivision Improvements and Inclusionary Housing Agreement prior to recording the final plat.
- 1.3 Section 16-2-60 of the Salida Municipal Code requires that the applicants enter into a subdivision improvements agreement with the City. Pursuant to Section 16-13-20 (f) of the Land Use Code, residential developments must also enter into an inclusionary housing development agreement with the City Council, which may be part of a development improvements or subdivision improvements agreement. The agreement shall address the total number of units; the number of affordable units provided; standards for parking, density and other development standards for projects meeting the requirements; design standards for the affordable units; and any restrictive covenants necessary to carry out the purposes of the inclusionary housing requirements.
- 1.4 Pursuant to Section 16-2-60 of the Land Use Code, the City and the Developer wish to enter into this Agreement to set forth their understanding concerning requirements of the Project including fees; provision of affordable housing, and on-site public improvements to be constructed and installed on the Property in association with the Developer’s activities under any building permit issued under the Permit Application, if approved (“Building Permit”).
- 1.5 The final subdivision plat was recorded on _____, 2024 at reception number _____ of the Chaffee County Recorder’s Office.
- 1.6 The City wishes to advance development within municipal boundaries in accordance with the City of Salida Comprehensive Plan adopted April 16, 2013; and the Future Land Use Map adopted August 15, 2023 as they may be amended.

- 1.7 The City has determined that this Agreement is consistent with the City of Salida 2013 Comprehensive Plan, 2023 Future Land Use Map and all applicable City Ordinances and regulations.
- 1.8 The City and the Developer acknowledge that the terms and conditions hereinafter set forth are reasonable, within the authority of each to perform, and consistent with the City of Salida Comprehensive Plan and Future Land Use Map.

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

Section 2 – Definitions

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

- 2.1 “Agreement” means this Subdivision Improvements and Inclusionary Housing Agreement. The Recitals in Section 1 above are fully incorporated into this Agreement and made a part hereof by this reference.
- 2.2 “Affordable Housing” means units that are deed restricted to be rented or sold to households earning no more than the designated percentage of the Area Median Income for Chaffee County as specified within Section 16-13-20 of the Salida Land Use Code and paragraph 7.1 herein.
- 2.3 “Building Permit” means any building permit issued under the Permit Application, if approved.
- 2.4 “City” means the City of Salida, a Colorado statutory City.
- 2.5 “City Administrator” means the City Administrator of the City of Salida, and the City Administrator’s designee.
- 2.6 “City Code” means the City of Salida Municipal Code.
- 2.7 “City Council” means the City Council of the City of Salida, Colorado.
- 2.8 “Dark Sky-Compliant” means lighting in compliance with Section 16-8-100 of the Land Use Code and intended to protect the night sky from nuisance glare and stray light from poorly aimed, poorly placed, poorly maintained, or poorly shielded light sources.
- 2.9 “Developer” means Shaken Roost, LLC, the owner of the Property, and shall include any successor(s)-in-interest, assigns and/or any subsequent owners of the Property who shall be obligated under the covenants and terms of this Agreement.
- 2.10 “Development” means all work on the Property required to transform the Property into the Shaken Roost Major Subdivision approved by the City by means of Resolution 2024-

45. The term “Development” includes, without limitation, the demolition of existing structures; grading; construction of new structures; and construction of improvements, including without limitation streets, signage, landscaping, drainage improvements, sidewalks, utilities, and other improvements. When the context so dictates, the verb “Develop” may be used in place of the noun “Development.”
- 2.11 “Drainage Plan” means the drainage system designed for the subdivision in accordance with Section 16-8-60 of the Land Use Code.
- 2.12 “Easement Lands” means all real property to be dedicated to the City hereunder in the form of easements.
- 2.13 “Effective Date” means the date on which City Council adopted a resolution approving the execution of this Agreement. On the Effective Date, this Agreement will become binding upon and enforceable by the City and the Developer.
- 2.14 “Force Majeure” means acts of God, fire, abnormal or adverse weather conditions not reasonably anticipated, explosion, riot, war, labor disputes, terrorism, any written or oral order, directive, interpretation or determination made by any governmental entity having jurisdiction or any other cause beyond the applicable Party’s reasonable control. A lack of money or inability to obtain financing does not constitute Force Majeure.
- 2.15 “Land Use Code” means the City’s Land Use and Development Code, Title 16 of the Salida Municipal Code.
- 2.16 “Native Vegetation” means “native plant” as defined in the Colorado Noxious Weed Act, C.R.S. § 35-5.5-103(15).
- 2.17 “Noxious Weed” takes the meaning given to that term in the Colorado Noxious Weed Act, C.R.S. § 35-5.5-103(16).
- 2.18 “Other Required Improvements Warranty Period” means a period of two years from the date that the City Engineer or the City Engineer’s designee, in accordance with the terms and conditions of paragraph 5.9 below, approves the Required Improvements that are not Public Improvements, and certifies their compliance with approved specifications.
- 2.19 “Performance Guarantee” means cash, a letter of credit, a cash bond, a performance bond, or other security acceptable to the City Attorney to secure the Developer’s construction and installation of the Required Improvements, in an amount equal to 125% of the estimated cost of said Required Improvements.
- 2.20 “Permit Application” means the Developer’s full and complete application for a building permit for any residential units to be constructed on the Property. The Permit Application is on file in the office of the City Administrator and is fully incorporated herein and made a part hereof by this reference.

- 2.21 “Property” means the land that is known as the “Shaken Roost Major Subdivision” and described in attached **Exhibit A**.
- 2.22 “Public Improvements” means Required Improvements constructed and installed by the Developer and dedicated to the City in accordance with this Agreement, including without limitation water mains, water service lines, water laterals, fire hydrants, and other water distribution facilities; irrigation lines and facilities; wastewater collection mains, lines, laterals, and related improvements; drainage facilities in public rights-of-way; handicap ramp improvements; and required curbs, sidewalks, and street improvements. The Required Improvements that are also Public Improvements are identified on attached **Exhibit B**.
- 2.23 “Public Improvements Warranty Period” means a period of one year from the date that the City Engineer or City Engineer’s designee, in accordance with the terms and conditions of paragraph 5.9 below, approves the Public Improvements and certifies their compliance with approved specifications.
- 2.24 “Reimbursable Costs and Fees” means all fees and costs incurred by the City in connection with the City’s processing and review of the Development Plan, Subdivision Plat, Permit Application and the Building Permit; and the City’s drafting, review, and execution of this Agreement.
- 2.25 “Required Improvements” means the public and other improvements that the Developer is required to make to the Property in association with the Developer’s activities under the Permit Application and the Building Permit, including without limitation improvements for roads, signage, landscaping, drainage improvements, sidewalks, and utilities.
- 2.26 “Subdivision Plat” means Shaken Roost Major Subdivision of the Property approved by Resolution No. 2024-45.
- 2.27 “Water Facilities” means the water main, service line, and all other appurtenances and necessary components of the water distribution system to be constructed by the Developer to extend City water service to the Property.

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

Section 3 – Purpose of Agreement and Binding Effect

- 3.1 Shaken Roost Major Subdivision. The Shaken Roost Major Subdivision is a residential project consisting of residential uses in conformance with specific requirements stated in Resolution 2024-45. The Developer intends to develop the project including 14 residential units for rental or sale; of which a minimum of two (2) must be rented or sold as affordable housing. The remaining fraction of an affordable unit must be provided in the form of a fee-in-lieu as described in paragraph 7.1 herein.

- 3.2 Contractual Relationship. The purpose of this Agreement is to establish a contractual relationship between the City and the Developer with respect to the improvements the Developer is required to make to the Property in association with the Developer's activities under the Permit Application and the Building Permit, and to establish terms and conditions for such improvements. The terms, conditions, and obligations described herein are contractual obligations of the Parties, and the Developer waives any objection to the enforcement of the terms of this Agreement as contractual obligations.
- 3.3 Binding Agreement. This Agreement benefits and is binding upon the City, the Developer, and the Developer's successor(s). The Developer's obligations under this Agreement constitute a covenant running with the Property.

Section 4 – Development of Property

- 4.1 The City agrees to the Development of the Property, and the Developer agrees that it will Develop the Property, only in accordance with the terms and conditions of this Agreement and all requirements of the City Code; Resolution No. 2024-45; 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 August 6, 2024 constitutes approval of the site-specific development plan and establishment of vested property rights for the project per Section 16-2-20 of the Code. Because this project meets the requirement for providing affordable housing on-site, the alternative standards for parking and development standards described in Section 16-13-50 apply. An established vested property right precludes any zoning or land use action by the City or pursuant to an initiated measure which would alter, impair, prevent, diminish, impose a moratorium on development, or otherwise delay the development or use of the property as set forth in the approved site-specific development plan.

Section 5 – Terms and Conditions for Development of Property

- 5.1 Other Applicable Laws and Regulations. All terms and conditions imposed by this Agreement are in addition to and not in place of any and all requirements of the City Code as it may be amended, including without limitation the Land Use Code, and all other applicable laws and regulations, including all City Ordinances and regulations, all State statutes and regulations, and all Federal laws and regulations.
- 5.2 Submittals to and Approvals by City Administrator. Unless this Agreement specifically provides to the contrary, all submittals to the City in connection with this Agreement must be made to the City Administrator. In addition, unless this Agreement specifically provides to the contrary, the City Administrator and/or City Council must provide all approvals required of the City in connection with this Agreement.

- 5.3 Required Improvements. The Developer shall complete the construction and installation, at no cost to the City, of all public improvements required for the Development in compliance with Salida Municipal Code. The public improvements must be designed, built and installed in conformity with the City's Public Works Manual and the City's Standard Specifications for Construction ("Standard Specifications"), and must be designed and approved by a registered professional engineer retained by the Developer. Building permits may be issued within corresponding Phases as described in **Exhibit C** if the builder and developer are the same entity. No Certificate of Occupancies shall be approved in Phase until the public improvements are accepted in accordance with paragraph 5.7 or as approved by the Public Works Director..
- 5.4 Required Improvements. Attached **Exhibit B**, which is incorporated herein by this reference, provides a detailed list of the Required Improvements for which the Developer is responsible, along with the reasonably estimated costs to complete construction and installation of those Required Improvements, including both labor and materials. Cost estimate based on public improvements per civil engineering construction drawings as prepared by Nathan Curtis, PE of 3 Rocks Engineering and Surveying. The Required Improvements must be designed, built, and installed in conformity with the City's Standard Specifications for Construction, as those Standard Specifications may be amended, and must be designed, approved, and stamped by a registered professional engineer retained by the Developer. Before the Developer's commencement of construction or installation of the Required Improvements, the City Engineer or City Engineer's designee must review and approve the drawings and plans for such improvements. In addition to warranting the Required Improvements as described in paragraph 5.10 below, the Developer shall perform routine maintenance on the Public Improvements for the duration of the Public Improvements Warranty Period and on the other Required Improvements for the duration of the Other Required Improvements Warranty Period.
- 5.5 Construction Standards. The Developer shall ensure that all construction is performed in accordance with this Agreement and with the City's rules, regulations, requirements, criteria, and standards governing such construction, as they may be amended.
- 5.6 Observation of Development and Inspection of Required Improvements. The City may observe all Development on the Property, and may inspect and test each component of the Required Improvements. Consistent with Section 16-2-60(r) of the Land Use Code, the Developer shall reimburse the City for all costs associated with the City's observation of Development on the Property and inspection of the Required Improvements, and the City shall not give its written approval of the Required Improvements, as described in paragraph 5.7 below, until such costs have been reimbursed. Such observation and inspection may occur at any point before, during, or upon completion of construction.
- 5.7 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 construction under the Development Plan or Subdivision Plat, as approved, and the Building Permit, if issued, the Developer shall furnish the City with an effective Performance Guarantee in the amount of 125% of the total estimated cost of the Required Improvements, as shown on **Exhibit B**. The total estimated cost of the Required Improvements, including both labor and materials, is **\$74,739.00**; therefore, the Performance Guarantee must be in an amount equal to **\$93,424.00**.
- 5.8.1 The Performance Guarantee must provide for payment to the City upon written demand, within thirty days, based upon the City's written certified statement that the Developer has failed to construct, install, maintain, or repair, as required by this Agreement, any of the Required Improvements.
- 5.8.2 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 the Required Improvements is greater than the amount of the Performance Guarantee, then the City shall give written notice to the Developer of the deficiency, and within thirty days of receipt of such notice, the Developer shall provide the City an increased or substituted Performance Guarantee that meets the requirements of this paragraph 5.7.
- 5.8.3 Upon completion of portions of the Required Improvements ("Completed Improvements"), the Developer may apply to the City for a release of part of the Performance Guarantee. Any such application must include submittal of as-built drawings and a detailed cost breakdown of the Completed Improvements. Upon the City Engineer's inspection and written approval of the Completed Improvements in accordance with paragraph 5.9 below, the City Council 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 5.9 below, the City Council shall authorize a release of the Performance Guarantee in the amount of 90% of the total estimated cost of all Required Improvements, as shown on **Exhibit B**.
- 5.8.5 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 5.9 below, the City Council shall authorize a full release of the Performance Guarantee.

- 5.8.6 Failure to provide or maintain the Performance Guarantee in compliance with this paragraph 5.7 will constitute an event of default by the Developer under this Agreement. Such default will be subject to the remedies, terms, and conditions listed in Section 8 below, including without limitation the City's suspension of all activities, approvals, and permitting related to the Subdivision Plats or Development Plan.
- 5.9 Conveyance of Public Improvements. Within twenty-eight days of the City's final acceptance of the Public Improvements in accordance with paragraph 5.9 below, the Developer shall, at no cost to the City, do the following:
- 5.9.1 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 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 5.11 below, approves the Public Improvements and certifies their compliance with approved specifications ("Public Improvements Warranty Period"). The Developer shall warrant all other Required Improvements for a period of two years from the date that the Director of Public Works, in accordance with paragraph 5.10 below, approves the other Required Improvements and certifies their compliance with approved specifications ("Other Required Improvements Warranty Period"). In the event of any defect in workmanship or quality during the Public Improvements Warranty Period or the Other Required Improvements Warranty Period, the Developer shall correct the defect in workmanship or material, without cost to City and in accordance with City's written instructions, initiate remedial action promptly after receipt of a written notice from City. In the event that any corrective work is performed by the Developer during either Warranty Period, the warranty on said corrected work shall be extended to one year after the date of the performance of the remedial work or furnishing of the materials and equipment, even though it may extend the duration of any warranty beyond the initial year period. Should the Developer default in its obligation to correct any

defect in workmanship or material during either the Public Improvements Warranty Period or the Other Required Improvements Warranty Period, the City will be entitled to draw on the Performance Guarantee and/or to pursue any other remedy described in Section 8 below.

- 5.11 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 Final Acceptance. Inspection, acquiescence, and/or verbal approval by any City official of construction on the Property, at any particular time, will not constitute the City's Final Acceptance of the Required Improvements as required hereunder. Such written approval of the Final Acceptance of the Required Improvements will be given by the City only in accordance with paragraph 5.10 above.
- 5.13 Revegetation. Any area disturbed by construction must be promptly revegetated, within a reasonable time, with Native Vegetation following completion of such work unless a building permit application has been requested for such area. In addition, the Developer shall control all Noxious Weeds within such area to the reasonable satisfaction of the City.
- 5.14 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 Public Use Dedication. Consistent with Section 16-6-140 of the Land Use Code and Condition #2.a of Resolution 2024-45, the Developer shall pay the fee per residential unit, applicable at time of building permit submittal, in lieu of dedication of land for Fair Contributions for Public School Sites. Consistent with Section 16-6-120 of the Land Use Code and Condition #2.b of Resolution 2024-45, the Developer shall pay the fee per residential unit, applicable at the time of building permit submittal, in lieu of dedication of land for parks, trails, and open space.
- 5.16 Landscape and Pedestrian Improvements. As shown on **Exhibit B**, certain of the Required Improvements are landscape improvements to include required street trees, live ground cover and irrigation equipment. The Developer shall construct all landscape improvements as described in **Exhibit C** and in accordance with the requirements of Section 16-8-90 of the Land Use Code. The Developer or homeowner's association shall be responsible for the Other Required Improvements Warranty Period.

- 5.17 Drainage Improvements. As shown on **Exhibit B**, certain of the Required Improvements are drainage improvements.
- 5.17.1 In accordance with Section 16-8-60 of the Land Use Code, the Developer has retained a registered professional engineer who has prepared a drainage study of the Property and designed a drainage system according to generally accepted storm drainage practices. The drainage plan conforms to the City's flood control regulations, as given in Article XI of the Land Use Code, and has been reviewed and approved in writing by the City Engineer.
- 5.17.2 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.
- 5.17.3 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 as shown on the Shaken Roost Major Subdivision.
- 5.18 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.
- 5.19 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.
- 5.20 Trash, Debris, and Erosion. During construction, the Developer shall take all necessary steps to control trash, debris, and erosion (whether from wind or water) on the Property. The Developer also shall take all necessary steps to prevent the transfer of mud or debris from construction sites on the Property onto public rights-of-way. If the City reasonably determines and gives the Developer written notice that such trash, debris, or erosion causes or is likely to cause damage or injury, or creates a nuisance, the Developer shall correct any actual or potential damage or injury and/or abate such nuisance within five working days of receiving such written notice. When, in the opinion of the City Administrator or Chief of Police, a nuisance constitutes an immediate and serious danger to the public health, safety, or welfare, or in the case of any nuisance in or upon any street or other public way or public ground in the City, the City has authority to summarily abate the nuisance without notice of any kind consistent with Section 7-1-60 of the City Code. Nothing in this paragraph limits or affects the remedies the City may pursue under Section 8 of this Agreement.

- 5.21 Compliance with Environmental Laws. During construction, the Developer shall comply with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including solid waste requirements; and shall comply with all requirements pertaining to the disposal or existence of any hazardous substances, pollutants, or contaminants as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder.
- 5.22 Fees. The Developer shall pay to the City the fees described below at the time set forth below:
- 5.22.1 Developer's Reimbursement of Processing Fees. The Developer shall reimburse the City for all fees and actual costs incurred by the City in connection with the City's processing and review of the Permit Application and the Building Permit; and the City's drafting, review, and execution of this Agreement ("Reimbursable Costs and Fees"). The Reimbursable Costs and Fees include but are not limited to the City's costs incurred for engineering, surveying, and legal services, including the services of outside City consultants and/or counsel; recording fees; printing and publication costs; and any and all other reasonable costs incurred by the City.
- 5.22.2 Work by City staff other than City Attorney. Reimbursable Costs and Fees attributable to work completed by City staff, not including the City Attorney, will be determined based on the fee schedule attached to the City's then-effective Open Records Policy. The fee schedule attached to the Open Records Policy in effect as of the date of this Agreement is attached as **Exhibit D**.
- 5.22.3 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.
- 5.22.4 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.
- 5.22.5 Currently existing fees. Payment of Currently Existing Fees as a Condition of Development. The Developer shall pay to the City any fees required to be paid under this Agreement or the currently existing City Code, regardless of whether the relevant provisions of the City Code are later amended, repealed, or declared to be invalid. Payment of such fees pursuant to this Agreement is agreed to by and

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

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

Section 6 – Construction Schedule

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

Section 7 – Inclusionary Housing

- 7.1 Agreement to Provide Affordable Housing Consistent with Article XIII of the Land Use Code. Developer hereby agrees to construct and deed restrict two (2) dwelling units as permanently affordable. At least one unit shall be for-sale and shall be affordable to households earning 140% or less of the Area Median Income for Chaffee County as defined by the Colorado Housing and Finance Authority. If and when the second unit is for-sale, it shall be affordable to households earning 120% or less of the Area Median Income. Up to one of the affordable units may be rented at a rate that is affordable to households earning 80% or less of the Area Median Income.

In addition to construction two (2) permanently deed restricted units, Developer hereby agrees to contribute their remaining fractional requirement at a rate defined in the fee schedule in effect at the time of submitting building permit applications for the last two market rate units. At the time of this agreement the fractional fee-in-lieu for this development would be \$8.15 (for two new lots created) per square foot for each of the last two market rate principal units. This payment will be made as directed by staff. Development of the affordable housing units shall be according to the additional standards specified below:

- 7.1.1 The on-site affordable units will be constructed no later than the sixth market rate unit.
- 7.1.2. Notwithstanding anything to the contrary listed above, the affordable units shall meet the requirements of Chapter 16, Article VIII of the Salida Municipal Code.
- 7.1.3 With the construction of the initial four market rate units, Developer shall make a surety deposit equal to the Inclusionary Housing fee-in-lieu for each unit at the rate defined in the fee schedule in effect at the time of submitting the building permit applications. At the time of this agreement the fee-in-lieu deposit would be \$10.87 (for four new units created) per square foot of each principal unit. Each deposit will be made at the time of permit issuance. Once the required affordable units have received certificate of occupancy, the surety deposit shall be returned to the Developer.

Section 8 – Default by Developer and City’s Remedies

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

of the default and an opportunity to be heard before the City Council concerning such default. If the default has not been cured within thirty days of receipt of the notice or the date of any hearing before the City Council, whichever is later, the City will consider whether the Developer has undertaken reasonable steps to timely complete the cure if additional time is required.

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

Section 9 – Indemnification and Release

- 9.1 Release of Liability. The Developer acknowledges that it has not relied upon any representations or warranties by the City, or of any of its officers or agents or their designees except as expressly set forth herein and in accordance with the City Code, City Ordinances, and the laws of the State of Colorado, and therefore, the Developer expressly waives and releases any claims related to or arising from any such representations by the City or its officers or agents or their designees, as provided for in this Section 9.1.
- 9.2 Indemnification.
- 9.2.1 The Developer shall indemnify and hold harmless the City, and the City's officers, agents, employees, and their designees, from and against any and all claims, damages, losses, and expenses, including but not limited to attorneys' fees and costs, arising from or in connection with the following: (a) the City's approval of the Planned Development or the Subdivision Plats or the City's issuance of the Building Permit if the Permit Application is approved; (b) acts or omissions by the Developer, its officers, employees, agents, consultants, contractors, or subcontractors in connection with the Planned Development or the Subdivision Plats or Permit Application, if it is approved, and the Building Permit, if it is issued; (c) the City's required disposal of hazardous substances, pollutants, or contaminants; required cleanup necessitated by leaking underground storage tanks, excavation, and/or backfill of hazardous substances, pollutants, or contaminants; or

environmental cleanup responsibilities of any nature whatsoever on, of, or related to the Easement Lands; provided that such disposal or cleanup obligations do not arise from any hazardous substance, pollutant, or contaminant generated or deposited by the City upon the Easement Lands; or (d) any other item contained in this Agreement.

9.2.2 The Developer shall reimburse the City for all fees, expenses, and costs, including attorneys' fees and costs, incurred in any action brought against the City as a result of the City's approval of the Planned Development or Subdivision Plat, or issuance of the Building Permit if the Permit Application is approved; and shall reimburse the City for all fees, expenses, and costs, including attorneys' fees and costs, associated with any referendum election, review of petition for referendum, protest, or any other proceedings to challenge the City's approval of the Subdivision Plat, or issuance of the Building Permit if the Permit Application is approved. Nothing in this Agreement obligates or compels the City to proceed with any action or referendum position.

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

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

Section 10 – Representations and Warranties

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

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

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

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

Property known to the Developer that may have a material adverse effect on the Developer's ability to complete construction on the Property as contemplated under the Permit Application.

- 10.1.4 Compliance with environmental laws and regulations. To the best of the Developer's knowledge, all Easement Lands to be dedicated to the City hereunder are in compliance with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including solid waste requirements; and all such dedicated property is in compliance with all requirements pertaining to the disposal or existence of any hazardous substances, pollutants, or contaminants as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder.
- 10.1.5 No conflict. Neither the execution of this Agreement nor the consummation of the transaction contemplated by this Agreement will constitute a breach under any contract, agreement, or obligation to which the Developer is a party or by which the Developer is bound or affected.
- 10.2 City's Representations and Warranties. The City hereby represents and warrants to the Developer that the following are true and correct as of the date of the City's execution of this Agreement and will be true and correct as of the Effective Date:
- 10.2.1 Authority. Upon execution, this Agreement will have been duly authorized by City Council as a legal, valid, and binding obligation of the City, and is enforceable as to the City in accordance with its terms.
- 10.2.2 Authorized signatory. The person executing this Agreement on behalf of the City is duly authorized and empowered to execute this Agreement on behalf of the City.
- 10.2.3 No adverse condition. To the best of the City's knowledge, there is no fact or condition of the Property known to the City that may have a material adverse effect on the Developer's ability to develop the Property as contemplated under the Development Plan or as proposed in the Subdivision Plat.
- 10.2.4 No conflict. Neither the execution of this Agreement nor the consummation of the transaction contemplated by this Agreement will constitute a breach under any contract, agreement, or obligation to which the City is a party or by which the City is bound or affected.

Section 11– General Provisions

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

- 11.8 Recording. The City shall record this Agreement with the Clerk and Recorder of Chaffee County, Colorado, at the Developer’s expense
- 11.9 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, confers or is intended to confer any rights or remedies whatsoever upon any person or entity other than the City, the Developer, and the Developer’s successor(s).
- 11.10 No Waiver of Immunity. Nothing in this Agreement, express or implied, waives or is intended to waive the City’s immunity under Colorado State law, including without limitation the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through 21-10-120.
- 11.11 Joint Drafting. The Parties acknowledge that this Agreement represents the negotiated terms, conditions, and covenants of the Parties, and that the Party responsible for drafting any such term, condition, or covenant is not to be prejudiced by any presumption, canon of construction, implication, or rule requiring construction or interpretation against the Party drafting the same.
- 11.12 Subject to Annual Appropriation. Any financial obligation of the City arising under this Agreement and payable after the current fiscal year is contingent upon funds for that purpose being annually appropriated, budgeted, and otherwise made available by the City Council in its discretion.
- 11.13 Exhibits. All schedules, exhibits, and addenda attached to this Agreement and referred to herein are to be deemed to be incorporated into this Agreement and made a part hereof for all purposes.
- 11.14 Counterparts. This Agreement may be executed in multiple counterparts, all of which taken together constitute one and the same document.

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

CITY OF SALIDA, COLORADO

By

Mayor

ATTEST:

City Clerk/Deputy City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

Acknowledged, subscribed, and sworn to before me this ____ day of _____ 2024
by _____, as Mayor, and by _____,
as Clerk, on behalf of the City of Salida, Colorado.

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

Notary Public

DEVELOPER:

Joni Baker, President
Shaken Roost, LLC

Acknowledged, subscribed, and sworn to before me this ____ day of _____ 2024 by
Joni Baker, President, Shaken Roost, LLC, a Colorado Limited Liability Company.

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

Notary Public

EXHIBIT A

That part of the Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) of Section 5, Township 49 North, Range 9 East of the New Mexico Principal Meridian, (City of Salida), Chaffee County, Colorado, described as follows:

Beginning at the intersection of the south line of Illinois Avenue with the west line of Teller Street, the same being the northeast corner of Block No. 17 of Roberd's Third Addition to the City of Salida, Colorado;

thence running South along the west line of Teller Street 150 feet to the intersection of the west line of Teller Street with the north line of the East-West alley in said Block;

thence at right angles and due West along said alleyway boundary 275 feet to the east line of Millford Street;

thence Northerly along the easterly line of Milford Street 150 feet to the intersection of the east line of Milford Street with the south line of Illinois Avenue;

thence East along the south line of Illinois Avenue 275 feet to the place of beginning, being the North half (N1/2) of said Block No. 17, Roberd's Third Addition.

Shaken Roost Major Subdivision Public Improvements EOPC

Item	Quantity	Unit	Cost/Unit	Total
4" Concrete SW	104	SY	\$130.00	\$13,462
Concrete Curb Ramp	10	SY	\$252.00	\$2,567
Curb & Gutter	626	LF	\$20.00	\$12,520
Sawcut Asphalt	931	LF	\$9.14	\$8,509
Remove Asphalt Milling (2" Planing)	235	SY	\$12.50	\$2,941
2" Asphalt Overlay (HMA GR SX PG 64-22)	82	TON	\$110.00	\$8,974
2" Asphalt Patch	23	TON	\$200.00	\$4,565
Landscape Improvements	14	EA	\$300	\$4,200
Mobilization/Demob				\$ 17,000
Total				\$74,739
Total w/ 25% Contingency				\$93,424

Here's a detailed construction timeline for Phase 1, incorporating all the given tasks and their respective dates. This timeline assumes that each task will proceed smoothly without significant delays.

Phase 1 Construction Timeline November 2024 - April 2027

Building of Lots 9 and 10

- Begin construction of Lots 9 and 10
- Duration: 9 months to 1 year

Electric Infrastructure

- **April 2025**
 - Start electric infrastructure coordination with Xcel
 - Installation of transformers/pedestals for all of Phase 1

Barn Demolition

- **May 2025**
 - Begin demolition of barn

Teller Street Cuts and Utilities

- **June 2025**
 - Start street cuts on Teller Street
 - Stub utilities onto property for all units in Phase 1

Curb, Gutter, Sidewalks, and Landscaping for Lots 9 and 10

- **July 2025**
 - Curb and Gutter and Sidewalks will immediately follow for the length of Teller St to be concluded at the end of July 2025 in preparation of the start of the school year.
 - Finish landscaping for Lots 9 and 10

Construction of Lots 11-14

- **August 2025**
 - Begin construction of Lots 11-14
 - Groundwork for the detention pond will be completed

Final Utilities and Landscaping for Lots 11-14

- **August 2026**
 - Finalize utilities connections for Lots 11-14
 - Complete landscaping for Lots 11-14

Visual Timeline Overview

- **November 2024 - August 2025:** Construction of Lots 9 and 10
- **April 2025:** Electric infrastructure installation
- **May 2025:** Barn demolition
- **June 2025:** Teller Street cuts and utility stubbing
- **July 2025:** Curb, gutter, sidewalks, and landscaping for Lots 9 and 10
- **August 2025:** Construction of Lots 11-14 begins
- **August 2025:** Groundwork for the detention pond completed
- **August 2026:** Final utilities and landscaping for Lots 11-14, including required tree planting.
- **April 2027:** Anticipated Completion of Phase 1

***Access will be maintained via the current driveway that enters the property from the West on Milford St. and from the North on Illinois for emergency vehicles with adequate room for fire trucks and other vehicles as needed. Current tenants of rental property will be made aware that the driveway is not to be blocked at any time. (note that the out buildings and vegetation in the middle of the property will be removed prior to starting phase 1, which allows for even more access.)**



This timeline may be adjusted based on project needs, weather conditions, or other variables impacting the schedule.

Phase 2 Construction Timeline **April 2026 - August 2029**

- We anticipate being able to begin some prep work and construction in conjunction with the later timeline of phase 1

August 2026 - April 2027: Initial Work

- **August 2026**
 - **Foundations for Lots 5-8 and Detention Facility:** Begin foundation work and construct detention facility.
 - **Demolition of Existing House:** Start demolition of the existing house.
 - **Existing Water Well:** Develop for irrigation or abandon.

Construction of Lots 5-8

- **April 2027**
 - **Task:** Begin construction of Lots 5-8.

Illinois Street cuts and utilities

- **May - June 2028**
 - **Task:** Perform street cuts for Illinois utility construction.
 - **Task:** All utilities will be stubbed up for the remainder of the units

Illinois Curb, Gutter, Sidewalks, and Street Repairs

- **July - August 2028**
 - **Task:** Complete curb, gutter, sidewalks, and street repairs in anticipation of the upcoming school year.
 - **Task:** Final Utilities and landscaping for Lots 5-8

Foundations for Lots 1-4

- **August 2028**
 - **Task:** Begin foundation work for Lots 1-4.

Milford Street Curb, Gutter, and Sidewalk

- **July 2029**
 - **Task:** Complete curb, gutter, and sidewalk for Milford Street.
 - **Task:** Final Landscaping and utilities for lots 1-4, including all required tree planting.

August 2029: Project Completion

Exhibit D

**Open Records Policy –
Fee Schedule**

Charges must be paid before service is provided.

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

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

The first hour of research and retrieval service is free.

Cost per hour for research, retrieval and related services after the first hour: \$41.37

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

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

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 45
(Series 2024)**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO
APPROVING THE SHAKEN ROOST MAJOR SUBDIVISION**

WHEREAS, Joni Baker, officer of the property owner, Shaken Roost LLC (“Developers”) submitted an application for approval of a Major Impact Review for the Shaken Roost Major Subdivision; and

WHEREAS, the property (“Property”) that is subject to the proposed subdivision consists of a .95 acre parcel located on the south side of Illinois Avenue, between Milford and Teller Streets, more particularly described in Exhibit A; and

WHEREAS, the property is zoned C-1, Commercial District; and

WHEREAS, the Planning Commission and City Council held a conceptual meeting on the proposed Major Subdivision on March 18, 2024; and

WHEREAS, on July 9, 2024 the Salida Planning Commission held a public hearing and recommended approval of the Shaken Roost Major Subdivision, consisting of 14 lots for the construction of 14 units in the form of seven (7) duplex residential buildings; and

WHEREAS, the Salida City Council held a duly noticed public hearing on August 6, 2024.

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

The Shaken Roost Major Subdivision is hereby approved, subject to the following conditions:

1. 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, open space and inclusionary housing) 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 fraction of affordable unit (2/6) shall be paid per the fee schedule in place at time of building permit. The on-site affordable units will be constructed no later than the sixth market rate unit.
2. The final plat shall have the following notes and additions:

- a. At the time 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, pursuant to Section 16-6-140 of the Salida Municipal Code (SMC), 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. A Typical Building Setback exhibit shall be provided, like as shown in Exhibit B.
 - d. The Access Easements and Outlot for Retention Pond will not be maintained by the City of Salida; or will be maintained by the homeowners association or other entity per the C.C.&R.s recorded at Reception No. _____.
 - e. The Shaken Roost Major Subdivision must meet 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.
3. 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.
 4. The applicant will continue to work with Xcel Energy to receive approval of utility access and maintenance.

RESOLVED, APPROVED AND ADOPTED on this 6th day of August, 2024.

CITY OF SALIDA, COLORADO

Dan Shore, Mayor

(SEAL)

ATTEST:

City Clerk



CITY COUNCIL ACTION FORM

DEPARTMENT Administration	PRESENTED BY Christy Doon - City Administrator	DATE September 17, 2024
-------------------------------------	--	-----------------------------------

AGENDA ITEM

Resolution 2024-57, A Resolution of the City Council for the City of Salida, Colorado, Pledging to Practice and Promote Civility

BACKGROUND

Resolution 2020-10 (amended via Resolutions 2020-32 and 2023-02) established the City's Civility Invocation and proclaimed the City as a hate-free zone. Since the time of adoption, the civility invocation has been read aloud at each Council meeting. Discussion amongst the Council earlier this year concluded that the invocation may not be making the same impact as it once did, though the Council is still highly committed to the tenants noted therein. Council requested staff put together a Civility Resolution and identify an area within the Council Chambers where the Civility Invocation could be posted.

Additionally, the Colorado Municipal League (CML) is leading a statewide campaign through the 2024 CML President's Civility Initiative – Civility Starts Here. This initiative focuses on fostering respect in Colorado local governments. CML's website notes that "Municipal leaders and employees play a crucial role in fostering respectful dialogue. There are few, if any issues local leaders face that are currently more important than learning how to combat the damaging effects of incivility, as it can undermine effective decision-making, erode community trust, and hinder one's ability to serve the public good."

RECOMMENDATION

Based upon the direction of the Salida City Council and the work being done by CML across the state, staff recommends Council approve Resolution 2024-57.

FISCAL IMPACT

There is no fiscal impact.

MOTION

A City Councilmember should state "I move to _____ Resolution 2024-57, A Resolution of the City Council for the City of Salida, Colorado, Pledging to Practice and Promote Civility", followed by a second and a roll call vote.

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 57
(Series of 2024)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,
PLEDGING TO PRACTICE AND PROMOTE CIVILITY**

WHEREAS, the City of Salida recognizes that civility is the steadfast practice of respect, even in disagreement; and

WHEREAS, civility fosters constructive dialogue and connection, recognizing the inherent dignity of every person; and

WHEREAS, civility isn't passive politeness; it is characterized by actively listening, seeking areas of commonality, bridging divides, and respecting differences with dignity when they cannot be resolved; and

WHEREAS, robust dialogue that includes respectful consideration of all viewpoints is key to a thriving democracy; and

WHEREAS, it is imperative to cultivate an environment of mutual respect and cooperation within our City, to ensure the well-being of all its inhabitants and the efficacy of our governance; and

WHEREAS, elected officials entrusted with the responsibility of representing all our constituents, we have a duty to lead by example in promoting civility and fostering an atmosphere conducive to respectful dialogue and collaboration; and

WHEREAS, The City Council of the City of Salida hereby commits to engage in civil discourse, communicating respectfully, even in disagreement, avoiding personal attacks and inflammatory language and commits to the following behaviors that support civility:

1. Listen intently as you speak
2. Focus on issues, not individuals
3. Distinguish between fact and opinion
4. Be curious instead of furious
5. Acknowledge knowledge
6. Own your intentions and your impact
7. Seek common ground
8. Be a role model

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

1. The City Council incorporates the foregoing recitals as findings by the City Council.
2. The City Council hereby reaffirms the City's Civility Invocation, attached as Exhibit A.

RESOLVED, APPROVED AND ADOPTED this ____ day of _____, 20__.

CITY OF SALIDA, COLORADO

By _____

Dan Shore, Mayor

[SEAL]

[ATTEST] _____
City Clerk/Deputy City Clerk



CIVILITY INVOCATION

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

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



CITY COUNCIL ACTION FORM

DEPARTMENT Administration	PRESENTED BY Christy Doon - City Administrator	DATE September 17, 2024
-------------------------------------	--	-----------------------------------

AGENDA ITEM

Resolution 2024-58: A Resolution of the City Council for the City of Salida, Colorado Committing to a Priority Process for Developments Constructing at Least 50% Affordable Housing.

BACKGROUND

This resolution represents a commitment by the City of Salida to prioritize residential development projects where at least 50% of the units will be permanently restricted affordable housing. Affordable housing is defined as housing which costs the household less than 30% of its monthly income and is available at prices affordable to the Area Median Income (AMI) levels detailed in Chapter 16, Article XIII, Inclusionary Housing.

For developments meeting this requirement, and after recording of the subdivision plat and SIA, the City will provide the applicant with guidance on any items that can be reviewed on an expedited schedule. Additionally, the City will request that the County Building Department prioritize the review of building permits within such developments.

RECOMMENDATION

Staff recommends approval of Resolution 2024-58.

FISCAL IMPACT

There is no fiscal impact.

MOTION

A City Councilmember should state "I move to _____ Resolution 2024-58, A Resolution of the City Council for the City of Salida, Colorado Committing to a Priority Process for Developments Constructing at Least 50% Affordable Housing" followed by a second and a roll call vote.

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 58
(Series of 2024)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,
COMMITTING TO A PRIORITY PROCESS FOR THOSE DEVELOPMENTS
CONSTRUCTING AT LEAST 50% AFFORDABLE HOUSING**

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, for the purpose of this resolution, affordable housing will be define as those meeting the Inclusionary Housing standards per Chapter 16, Article XIII; and

WHEREAS, the City is responsible for the processing and review of all land use and development permit applications pertaining to development within the City limits. This review includes annexation, zoning, subdivision, and subdivision improvement agreement, which includes the Inclusionary Housing Agreement, and agreement to construct public improvements prior to receiving a building permit; and

WHEREAS, prior to receiving a building permit, the City is responsible for the processing and review of detailed plans, including but not limited to, site plan, landscaping, architectural design, parking, circulation, open space amenities and

WHEREAS, during the subdivision, subdivision improvement agreement and inclusionary housing agreement process, City staff and the applicant will determine whether or not the resolution committing to a priority process is applicable; and

WHEREAS, if the project is determined to be applicable, and after the approval of the SIA and IHA, the City will provide a proposal to the applicant noting the items within the development that can be prioritized in the city review and provide guidance to the applicant on an expedited review schedule. These items may include site plan, landscape plan, circulation plan, parking plan, architectural design and water tap applications; and

WHEREAS, the City of Salida does not issue building permits and, as such, cannot control the review timeline for the building permit. The City commits to communicating with the County Building Department during the review process requesting prioritizing of the building permits within the subject development.

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

1. The City Council incorporates the foregoing recitals as findings by the City Council.

2. The City Council hereby directs staff to prioritize developments with at least 50% permanently restricted affordable housing units. Units are considered affordable if they meet the requirements of Chapter 16, Article XIII, Inclusionary Housing.

RESOLVED, APPROVED AND ADOPTED this ____ day of _____, 20__.

CITY OF SALIDA, COLORADO

By _____

Dan Shore, Mayor

[SEAL]

[ATTEST] _____

City Clerk/Deputy City Clerk



CITY COUNCIL ACTION FORM

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

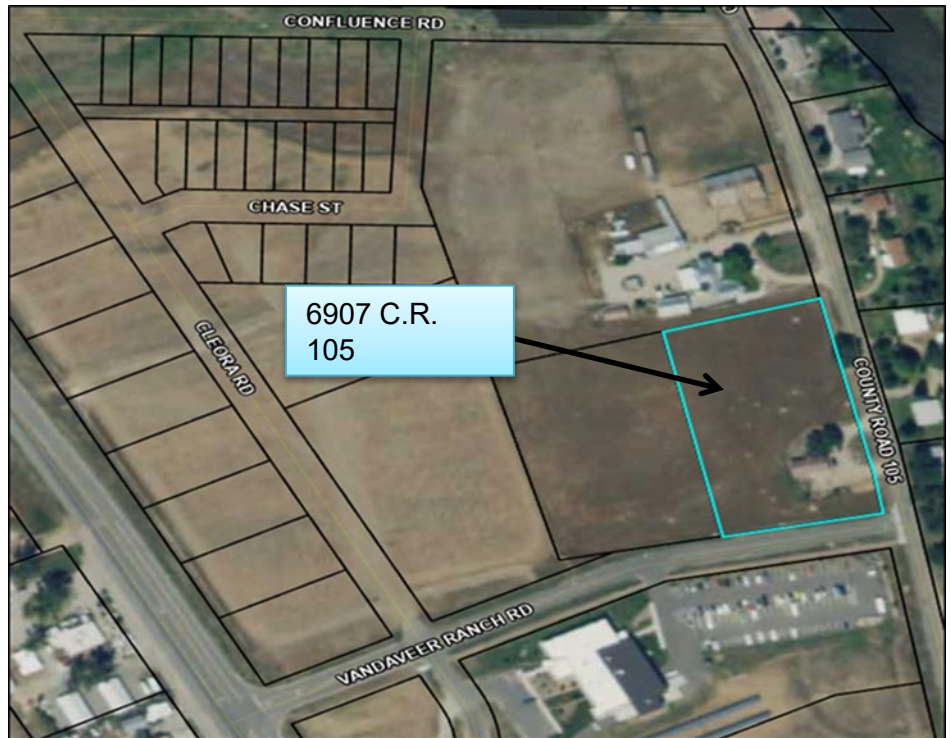
ITEM

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

BACKGROUND

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

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



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

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



CITY COUNCIL ACTION FORM

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

\$1,029,061.25. This portion of the agreement also describes the construction and approval process; and the warranty timeline between approvals and when the City takes ownership and maintenance of the public facilities. Section 6 defines the projected construction schedule.

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

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

STAFF RECOMMENDATIONS

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

SUGGESTED MOTION

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

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

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

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

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

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

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

WHEREAS, pursuant to Section 16-13-20(g) of the Land Use Code, residential developments must also enter into an inclusionary housing development agreement with the City Council; and

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

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

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

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

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

CITY OF SALIDA, COLORADO

Mayor Dan Shore

(SEAL)
ATTEST:

City Clerk/Deputy City Clerk

EXHIBIT A

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

THIS SUBDIVISION IMPROVEMENT AND INCLUSIONARY HOUSING AGREEMENT (the “Agreement”) is made and entered into this ___ day of _____, 2024, by and between the CITY OF SALIDA, COLORADO, a Colorado statutory city (“City”), and BIKER BAKER HOLDINGS, LLC a limited liability corporation (“Developer”) (each a “Party” and together the “Parties”).

Section 1 - Recitals

- 1.1 The Developer contends that it is the fee title owner of certain lands known as Flour Mill Planned Development and Major Subdivision (the “Project”), and more particularly described on attached **Exhibit B**, which is incorporated herein by this reference (the “Property”). The Property is located within the boundaries of the City.
- 1.2 The Developer received Planned Development overlay approval and approval for a 14-lot major subdivision for the residential project on a 2-acre site zoned R-3 on January 2, 2024 when the City Council adopted Ordinance 2023-20 on second reading.
- 1.3 Section 16-2-60 of the Salida Municipal Code requires that the applicants enter into development and subdivision improvements agreements with the City. Pursuant to Section 16-13-20 (g) of the Land Use Code, residential developments must enter into an inclusionary housing development agreement with the City Council. Such agreements may be part of a development improvements and/or subdivision improvements agreement. The agreement shall address the total number of units; the number of affordable units provided; standards for parking, density and other development standards for projects meeting the requirements; design standards for the affordable units and any restrictive covenants necessary to carry out the purposes of the inclusionary housing requirements.
- 1.4 Pursuant to Section 16-2-60 of the Land Use Code, the City and the Developer wish to enter into this Agreement to set forth their understanding concerning requirements of the Project including fees; provision of affordable housing, and on-site public improvements to be constructed and installed on the Property in association with the Developer’s activities under any building permit issued under the Permit Application, if approved (“Building Permit”).
- 1.5 The development plan for the Planned Development was recorded on _____, 20__ at reception number _____ of the Chaffee County Recorder’s Office.
- 1.6 The City wishes to advance development within municipal boundaries in accordance with the City of Salida Comprehensive Plan adopted April 16, 2013, as it may be amended.
- 1.7 The City has determined that this Agreement is consistent with the City of Salida 2013 Comprehensive Plan and all applicable City Ordinances and regulations.

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

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

Section 2 – Definitions

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

- 2.1 “Agreement” means this Development Improvements; Subdivision Improvements; and Inclusionary Housing Agreement. The Recitals in Section 1 above are fully incorporated into this Agreement and made a part hereof by this reference.
- 2.2 “Affordable Housing” means units that are permanently deed restricted to be sold or rented. The prices for sale or rents charged for permanently affordable priced dwelling units shall not exceed a price that is affordable to a household earning the applicable percentage of Area Median Income (AMI) for Chaffee County as specified by Ordinance 2023-10.
- 2.3 “Building Permit” means any building permit issued under the Permit Application, if approved.
- 2.4 “City” means the City of Salida, a Colorado statutory City.
- 2.5 “City Administrator” means the City Administrator of the City of Salida, and the City Administrator’s designee.
- 2.6 “City Code” means the City of Salida Municipal Code.
- 2.7 “City Council” means the City Council of the City of Salida, Colorado.
- 2.8 “Dark Sky-Compliant” means lighting in compliance with Section 16-8-100 of the Land Use Code and intended to protect the night sky from nuisance glare and stray light from poorly aimed, poorly placed, poorly maintained, or poorly shielded light sources.
- 2.9 “Developer” means Biker Baker Holdings, LLC, and its successor(s)-in-interest with respect to the Property.
- 2.10 “Development” means all work on the Property required to transform the Property into the Flour Mill Planned Development and Major Subdivision approved by the City by means of Ordinance 2023-20. The term “Development” includes, without limitation, the demolition of existing structures; grading; construction of new structures; and construction of improvements, including without limitation streets, signage, landscaping, drainage improvements, sidewalks, utilities, and other improvements. When the context so dictates, the verb “Develop” may be used in place of the noun “Development.”

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

- 2.23 “Public Improvements Warranty Period” means a period of one year from the date that the City Engineer or City Engineer’s designee, in accordance with the terms and conditions of paragraph 5.9 below, approves the Public Improvements and certifies their compliance with approved specifications.
- 2.24 “Reimbursable Costs and Fees” means all fees and costs incurred by the City in connection with the City’s processing and review of the Development Plan, Subdivision Plat, Permit Application and the Building Permit; and the City’s drafting, review, and execution of this Agreement.
- 2.25 “Required Improvements” means the public and other improvements that the Developer is required to make to the Property in association with the Developer’s activities under the Permit Application and the Building Permit, including without limitation improvements for roads, signage, landscaping, drainage improvements, sidewalks, and utilities.
- 2.26 “Subdivision Plat” means Flour Mill Major Subdivision of the Property approved by Ordinance No. 2023-20.
- 2.27 “Water Facilities” means the water main, service line, and all other appurtenances and necessary components of the water distribution system to be constructed by the Developer to extend City water service to the Property.

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

Section 3 – Purpose of Agreement and Binding Effect

- 3.1 Flour Mill Planned Development and Major Subdivision. The Flour Mill Planned Development and Major Subdivision is a residential project consisting of residential uses in conformance with specific requirements stated in Ordinance 2023-20. The Developer intends to develop the project including a major subdivision of 14 lots and will be constructing 3 single-family residences, 3 duplex buildings and three multi-family buildings containing 20 units in each.
- 3.2 Contractual Relationship. The purpose of this Agreement is to establish a contractual relationship between the City and the Developer with respect to the improvements the Developer is required to make to the Property in association with the Developer’s activities under the Permit Application and the Building Permit, and to establish terms and conditions for such improvements. The terms, conditions, and obligations described herein are contractual obligations of the Parties, and the Developer waives any objection to the enforcement of the terms of this Agreement as contractual obligations.
- 3.3 Binding Agreement. This Agreement benefits and is binding upon the City, the Developer, and the Developer’s successor(s). The Developer’s obligations under this Agreement constitute a covenant running with the Property.
- 3.4 Reservation. To the extent that the City becomes aware of new information about the Property, and notwithstanding anything to the contrary herein, the City reserves the right to require new

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

Section 4 – Development of Property

- 4.1 The City agrees to the Development of the Property, and the Developer agrees that it will Develop the Property, only in accordance with the terms and conditions of this Agreement and all requirements of the City Code; Ordinance No. 2023-20; and all other applicable laws and regulations, including without limitation all City Ordinances and regulations, all State statutes and regulations, and all Federal laws and regulations.
- 4.2 The approval of the planned development overlay and major subdivision by the City Council on January 2, 2024 constitutes approval of the site specific development plan and establishment of vested property rights for the project per Section 16-2-20 of the Code. An established vested property right precludes any zoning or land use action by the City or pursuant to an initiated measure which would alter, impair, prevent, diminish, impose a moratorium on development, or otherwise delay the development or use of the property as set forth in the approved site specific development plan.

Section 5 – Terms and Conditions for Development of Property

- 5.1 Other Applicable Laws and Regulations. All terms and conditions imposed by this Agreement are in addition to and not in place of any and all requirements of the City Code as it may be amended, including without limitation the Land Use Code, and all other applicable laws and regulations, including all City Ordinances and regulations, all State statutes and regulations, and all Federal laws and regulations.
- 5.2 Submittals to and Approvals by City Administrator. Unless this Agreement specifically provides to the contrary, all submittals to the City in connection with this Agreement must be made to the City Administrator. In addition, unless this Agreement specifically provides to the contrary, the City Administrator and/or City Council must provide all approvals required of the City in connection with this Agreement.
- 5.3 Public Improvements. The Developer shall complete the construction and installation, at no cost to the City, of all public improvements required for the Development in compliance with Salida Municipal Code, the public improvements must be designed, built and installed in conformity with the City’s Public Works Manual and the City’s Standard Specifications for Construction (“Standard Specifications”), and must be designed and approved by a registered professional engineer retained by the Developer. A building permit shall not be issued nor shall building commence unless and until these conditions have been complied with.
- 5.4 Required Improvements. Attached **Exhibit C**, which is incorporated herein by this reference, provides a detailed list of the Required Improvements for which the Developer is responsible, along with the reasonably estimated costs to complete construction and installation of those Required Improvements, including both labor and materials. Cost estimate based on public improvements per civil engineering construction drawings as prepared by Crabtree Group Inc. The Required Improvements must be designed, built, and installed in conformity with the City’s Standard Specifications for Construction, as those Standard Specifications may be amended, and

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

- 5.5 Construction Standards. The Developer shall ensure that all construction is performed in accordance with this Agreement and with the City's rules, regulations, requirements, criteria, and standards governing such construction, as they may be amended.
- 5.6 Observation of Development and Inspection of Required Improvements. The City may observe all Development on the Property, and may inspect and test each component of the Required Improvements. Consistent with Section 16-2-20(r) of the Land Use Code, the Developer shall reimburse the City for all 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 C. The total estimated cost of completing the Required Improvements, including both labor and materials, is \$823,249.00. Therefore, the Performance Guarantee must be in an amount equal to \$1,029,061.25.
- 5.8.1 The Performance Guarantee must provide for payment to the City upon demand, based upon the City's written certified statement that the Developer has failed to construct, install, maintain, or repair, as required by this Agreement, any of the Required Improvements.
- 5.8.2 The Developer shall extend or replace the Performance Guarantee at least thirty days prior to its expiration. In the event that the Performance Guarantee expires, or the entity issuing the Performance Guarantee becomes non-qualifying, or the City reasonably determines that the cost of the Required Improvements is greater than the amount of the Performance

Guarantee, then the City shall give written notice to the Developer of the deficiency, and within thirty days of receipt of such notice, the Developer shall provide the City an increased or substituted Performance Guarantee that meets the requirements of this paragraph 5.8 and the Land Use Code.

- 5.8.3 Upon completion of portions of the Required Improvements (“Completed Improvements”), the Developer may apply to the City for a release of part of the Performance Guarantee. Any such application must include submittal of as-built drawings and a detailed cost breakdown of the Completed Improvements. Upon the City Engineer’s inspection and written approval of the Completed Improvements in accordance with paragraph 5.9 below, the City Council 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 5.9 below, the City Council shall authorize a release of the Performance Guarantee in the amount of 90% of the total estimated cost of all Required Improvements, as shown on **Exhibit C**.
- 5.8.5 Upon the expiration of both the Public Improvements Warranty Period and the Other Required Improvements Warranty Period described in paragraph 5.10 below, the Developer’s correction of all defects discovered during such periods, and the City’s final acceptance of the Public Improvements in accordance with paragraph 5.11 below, the City Council shall authorize a full release of the Performance Guarantee.
- 5.8.6 Failure to provide or maintain the Performance Guarantee in compliance with this paragraph will constitute an event of default by the Developer under this Agreement. Such default will be subject to the remedies, terms, and conditions listed in Section 8 below, including without limitation the City’s suspension of all activities, approvals, and permitting related to the Subdivision Plats or Development Plan.
- 5.9 Conveyance of Public Improvements. Within twenty-eight days of the City’s final acceptance of the Public Improvements in accordance with paragraph 5.11 below, the Developer shall, at no cost to the City, do the following:
- 5.9.1 Developer shall provide a written request to the Public Works Director for final inspection of improvements. Upon successful completion of acceptance requirements, the Public Works Director will provide to the Developer a Letter of Acceptance.
- 5.9.2 Deliver to the City all engineering designs, current surveys, current field surveys, and as-built drawings and operation manuals for the Public Improvements and for all improvements made for utilities or make reasonable provision for the same to be delivered to the City. The legal description of all utility service lines must be prepared by a registered land surveyor at the Developer’s sole expense.
- 5.10 Warranty. The Developer shall warrant the Public Improvements for one year from the date that the City Engineer, in accordance with paragraph 5.7 above, approves the Public Improvements and certifies their compliance with approved specifications (“Public Improvements Warranty Period”).

The Developer shall warrant all other Required Improvements for a period of two years from the date that the Director of Public Works, in accordance with paragraph 5.7 above, approves the other Required Improvements and certifies their compliance with approved specifications (“Other Required Improvements Warranty Period”). In the event of any defect in workmanship or quality during the Public Improvements Warranty Period or the Other Required Improvements Warranty Period, the Developer shall correct the defect in workmanship or material. In the event that any corrective work is performed by the Developer during either Warranty Period, the warranty on said corrected work will be extended for one year from the date on which it is completed. Should the Developer default in its obligation to correct any defect in workmanship or material during either the Public Improvements Warranty Period or the Other Required Improvements Warranty Period, the City will be entitled to draw on the Performance Guarantee and/or to pursue any other remedy described in Section 8 below.

- 5.11 Final Acceptance of Public Improvements. Upon expiration of the Public Improvements Warranty Period, and provided that any breaches of warranty have been cured and any defects in workmanship and/or materials have been corrected, the City shall issue its final written acceptance of the Public Improvements. Thereafter, the City shall maintain such Public Improvements.
- 5.12 Inspection Distinguished from Approval. Inspection, acquiescence, and/or verbal approval by any City official of construction on the Property, at any particular time, will not constitute the City’s approval of the Required Improvements as required hereunder. Such written approval will be given by the City only in accordance with paragraph 5.10 above.
- 5.13 Revegetation. Any area disturbed by construction must be promptly revegetated with Native Vegetation following completion of such work unless a building permit application has been requested for such area. In addition, the Developer shall control all Noxious Weeds within such area to the reasonable satisfaction of the City.
- 5.14 Local Utilities. In addition to the Required Improvements, the Developer shall install service lines for both on-site and off-site local utilities necessary to serve the Property, including without limitation service lines for telephone, electricity, natural gas, cable television, and street lights. The Developer shall install such service lines underground to the maximum extent feasible. If such lines are placed in a street or alley, they must be in place prior to surfacing.
- 5.15 Landscape Improvements. Other Required Improvements are landscape improvements consisting of right of way and parkway landscaping in accordance with the requirements of the approved landscape improvement plan for the Subdivision and the requirements of Section 16-8-90 of the Land Use Code. The Developer or homeowner’s association shall be responsible for the Other Required Improvements Warranty Period.
- 5.16 Drainage Improvements. As shown on **Exhibit C**, certain of the Required Improvements are drainage improvements.
- 5.16.1 In accordance with Section 16-8-60 of the Land Use Code, the Developer shall retain a registered professional engineer to prepare a drainage study of the Property and to design a drainage system according to generally accepted storm drainage practices.

- 5.16.2 All site drainage, including drainage from roof drains, must be properly detained and diverted to the drainage system approved in the drainage plan before any certificate of occupancy will be issued for the Property.
- 5.16.3 All drainage improvements within public rights-of-way will be dedicated to the City as Public Improvements. All drainage improvements on private property will be maintained by the Developer, subject to easements to allow the City access in the event that the Developer fails to adequately maintain the drainage facilities.
- 5.17 Slope Stabilization. Any slope stabilization work must be performed in strict compliance with applicable law, including City Ordinances and regulations, State statutes and regulations, and Federal law and regulations. The City will determine on a case-by-case basis whether additional requirements apply to slope stabilization work.
- 5.18 Blasting and Excavation. Any removal of rock or other materials from the Property by blasting, excavation, or other means must be performed in strict compliance with applicable law, including City Ordinances and regulations, State statutes and regulations, and Federal law and regulations. The City will determine on a case-by-case basis whether additional requirements apply to blasting and excavation work.
- 5.19 Trash, Debris, and Erosion. During construction, the Developer shall take all necessary steps to control trash, debris, and erosion (whether from wind or water) on the Property. The Developer also shall take all necessary steps to prevent the transfer of mud or debris from construction sites on the Property onto public rights-of-way. If the City reasonably determines and gives the Developer written notice that such trash, debris, or erosion causes or is likely to cause damage or injury, or creates a nuisance, the Developer shall correct any actual or potential damage or injury and/or abate such nuisance within five working days of receiving such written notice.
- When, in the opinion of the City Administrator or Chief of Police, a nuisance constitutes an immediate and serious danger to the public health, safety, or welfare, or in the case of any nuisance in or upon any street or other public way or public ground in the City, the City has authority to summarily abate the nuisance without notice of any kind consistent with Section 7 - 1-60 of the City Code. Nothing in this paragraph limits or affects the remedies the City may pursue under Section 8 of this Agreement.
- 5.20 Compliance with Environmental Laws. During construction, the Developer shall comply with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including solid waste requirements; and shall comply with all requirements pertaining to the disposal or existence of any hazardous substances, pollutants, or contaminants as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder.
- 5.21 Fees. The Developer shall pay to the City the fees described below at the time set forth below:
- 5.21.1 Developer's Reimbursement of Processing Fees. The Developer shall reimburse the City for all fees and actual costs incurred by the City in connection with the City's processing

and review of the Permit Application and the Building Permit; and the City's drafting, review, and execution of this Agreement ("Reimbursable Costs and Fees"). The Reimbursable Costs and Fees include but are not limited to the City's costs incurred for engineering, surveying, and legal services, including the services of outside City consultants and/or counsel; recording fees; printing and publication costs; and any and all other reasonable costs incurred by the City.

- 5.21.2 Work by City staff other than City Attorney. Reimbursable Costs and Fees attributable to work completed by City staff, not including the City Attorney, will be determined based on the fee schedule attached to the City's then-effective Open Records Policy. The fee schedule attached to the Open Records Policy in effect as of the date of this Agreement is attached as **Exhibit E**.
- 5.21.3 Work by City Attorney. Reimbursable Costs and Fees attributable to work completed by the City Attorney or by the City's outside consultants and/or counsel will be equal to the actual costs and fees billed to and paid by the City for that work.
- 5.21.4 Amounts due and unpaid. Interest will be imposed at rate of 1.5% per month on all balances not paid to the City within 30 days of the effective date of the City's invoicing of the Developer for the Reimbursable Costs and Fees, with that effective date determined in accordance with the notice provisions of paragraph 11.6 below. In addition to any and all remedies available to the City and in the event the City is forced to pursue collection of any amounts due and unpaid under this provision or under this Agreement, the City shall be entitled to collect attorneys' fees and costs incurred in said collection efforts in addition to the amount due and unpaid.
- 5.21.5 Currently existing fees. Payment of Currently Existing Fees as a Condition of Development. The Developer shall pay to the City any fees required to be paid under this Agreement or the currently existing City Code, regardless of whether the relevant provisions of the City Code are later amended, repealed, or declared to be invalid. Payment of such fees pursuant to this Agreement is agreed to by and between the Parties as a condition of the Development. The Developer further agrees not to contest any Ordinance imposing such fees as they pertain to the Property.

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

Section 6 – Construction Schedule

- 6.1 Construction Schedule. Attached **Exhibit D**, which is incorporated herein by this reference, provides the schedule according to which construction will occur, including construction and installation of all Required Improvements ("Construction Schedule"). The Developer shall complete construction of each phase described in **Exhibit C** in compliance with the timetable included in the Construction Schedule. If the Developer fails to commence or to complete any phase of construction and installation of the Required Improvements in compliance with the Construction Schedule, the City will take action in accordance with Section 16-2-60(e) of the Land Use Code.

- 6.2 Site Restoration. If the Developer fails to commence or complete construction in accordance with the Construction Schedule, the Developer nonetheless shall complete all site restoration work necessary to protect the health, safety, and welfare of the City’s residents and the aesthetic integrity of the Property (“Site Restoration Improvements”). Site Restoration Improvements will include, at minimum, all excavation reclamation, slope stabilization, and landscaping improvements identified as Required Improvements on **Exhibit C**.
- 6.3 Force Majeure. If the Developer fails to commence or complete construction in accordance with the Construction Schedule due to Force Majeure, the City shall extend the time for completion by a reasonable period. In such an event, the City and the Developer shall amend the Construction Schedule in writing to memorialize such extension(s).

Section 7 – Inclusionary Housing

- 7.1 Agreement to Provide Affordable Housing Consistent with Article XIII of the Land Use Code. The Developer agrees to construct and provide a minimum of fifty percent (50%) of the residential units on the Property as permanently deed-restricted, with such deed restriction language to be approved by the City Attorney before recordation. The Developer hereby agrees, at minimum, to construct and deed restrict as permanently affordable units as follows: one (1) of the for-sale residential units in Phase 1; fourteen (14) of the for-sale condominiums in Phase 2; and twenty (20) rental units in Phase 3. The prices for sale or rents charged for permanently affordable deed restricted residential units shall not exceed a price that is affordable to a household earning the applicable percentage of Area Median Income (AMI) for Chaffee County as specified within Chapter 16, Article XIII of the Salida Municipal Code, unless more specifically provided within this Section 7. Development of the affordable housing units shall be according to the additional standards specified below:
- 7.1.1. Phase 1 (Single-family and Duplex homes) - A certificate of occupancy must be issued for one (1) single-family unit meeting the for-sale Inclusionary Housing deed restriction, prior to issuance of certificate of occupancy of the 6th market rate for-sale unit in Phase 1. The average sales price of the affordable housing unit shall not exceed a price affordable to households earning one hundred forty (140) percent AMI for Chaffee County.
- 7.1.2. Phase 2 (both Condominium buildings) – A minimum of seven (7) out of the 20 condominium units in each building must be permanently deed restricted meeting the parameters of the for-sale Inclusionary Housing Ordinance and policy, prior to certificate of occupancy of the first condominium building in Phase 2. A certificate of occupancy will not be issued to each individual condominium unit but to the entire building. The average sales price of the affordable housing unit (studios) shall not exceed a price affordable to households earning up to one hundred (100) percent AMI for Chaffee County. The Developer plans to construct 16 studios and 4 two-bedrooms in each of the 2 Condominium buildings. In each of the 2 condominium buildings, there will be at least one (1) deed restricted two-bedroom unit and six (6) deed restricted studio units.
- 7.1.3. Phase 3 (Apartment building)- All twenty (20) rental units in the apartment building will be permanently deed-restricted affordable residential units meeting the parameters of the

Inclusionary Housing Ordinance for rental units, prior to certificate of occupancy of the apartment building in Phase 3. Studio units rented above eighty (80) percent AMI for Chaffee County shall not be eligible to satisfy inclusionary housing requirements. Developer shall provide at least 16 studios for rent at prices up to 80% AMI and at least 4 two-bedroom units for rent at prices up to 100% AMI.

- 7.1.4 Deed-restricted affordable units within any applicable condominium or homeowners' association shall not be assessed any monthly dues or other shared assessments exceeding those specifically permitted in the CHA Community Housing Guidelines, or any dues or assessments beyond necessities such as utilities, trash services, and the like, in order to ensure that the deed-restricted units remain affordable. Should the Developer or Association desire, they may renegotiate the condition with the Chaffee Housing Authority based upon the Authority's guidelines for such dues.

Section 8 – Default by Developer and City's Remedies

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

- 8.5 Waiver. Any waiver by the City of one or more terms of this Agreement will not constitute, and is not to be construed as constituting, a waiver of other terms. A waiver of any provision of this Agreement in any one instance will constitute, and is not to be construed as constituting, a waiver of such provision in other instances.
- 8.6 Cumulative Remedies. Each remedy provided for in this Agreement is cumulative and is in addition to every other remedy provided for in this Agreement or otherwise existing at law or in equity.

Section 9 – Indemnification and Release

- 9.1 Release of Liability. The Developer acknowledges that the City cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the City Code, City Ordinances, and the laws of the State of Colorado. The Developer further acknowledges that it acts at its own risk with respect to relying or acting upon any representation or undertaking by the City or its officers or agents or their designees. Accordingly, the Developer expressly waives and releases any current or future claims related to or arising from any such representation or undertaking by the City or its officers or agents or their designees.
- 9.2.1 Indemnification.
- 9.2.2 The Developer shall indemnify and hold harmless the City, and the City's officers, agents, employees, and their designees, from and against any and all claims, damages, losses, and expenses, including but not limited to attorneys' fees and costs, arising from or in connection with the following: (a) the City's approval of the Planned Development or the Subdivision Plats or the City's issuance of the Building Permit if the Permit Application is approved; (b) acts or omissions by the Developer, its officers, employees, agents, consultants, contractors, or subcontractors in connection with the Planned Development or the Subdivision Plats or Permit Application, if it is approved, and the Building Permit, if it is issued; (c) the City's required disposal of hazardous substances, pollutants, or contaminants; required cleanup necessitated by leaking underground storage tanks, excavation, and/or backfill of hazardous substances, pollutants, or contaminants; or environmental cleanup responsibilities of any nature whatsoever on, of, or related to the Easement Lands; provided that such disposal or cleanup obligations do not arise from any hazardous substance, pollutant, or contaminant generated or deposited by the City upon the Easement Lands; or (d) any other item contained in this Agreement.
- 9.2.3 The Developer shall reimburse the City for all fees, expenses, and costs, including attorneys' fees and costs, incurred in any action brought against the City as a result of the City's approval of the Planned Development or Subdivision Plat, or issuance of the Building Permit if the Permit Application is approved; and shall reimburse the City for all fees, expenses, and costs, including attorneys' fees and costs, associated with any referendum election, review of petition for referendum, protest, or any other proceedings to challenge the City's approval of the Planned Development or Subdivision Plats, or issuance of the Building Permit if the Permit Application is approved. Nothing in this Agreement obligates or compels the City to proceed with any action or referendum position.
- 9.2.4 Fees, expenses, and costs attributable to work completed by City staff, not including the

City Attorney, will be determined based on the fee schedule attached to the City's then-effective Open Records Policy. The fee schedule attached to the Open Records Policy in effect as of the date of this Agreement is attached as **Exhibit E**.

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

Section 10 – Representations and Warranties

- 10.1 **Developer's Representations and Warranties.** The Developer hereby represents and warrants to the City that the following are true and correct as of the date of the Developer's execution of this Agreement and will be true and correct as of the Effective Date:
- 10.1.1. **Authority.** This Agreement has been duly authorized and executed by the Developer as a legal, valid, and binding obligation of the Developer, and is enforceable as to the Developer in accordance with its terms.
- 10.1.2. **Authorized signatory.** The person executing this Agreement on behalf of the Developer is duly authorized and empowered to execute and deliver this Agreement on behalf of the Developer.
- 10.1.3. **No litigation or adverse condition.** To the best of the Developer's knowledge, there is no pending or threatened litigation, administrative proceeding, or other claim pending or threatened against the Developer that, if decided or determined adversely, would have a material adverse effect on the ability of the Developer to meet its obligations under this Agreement; nor is there any fact or condition of the Property known to the Developer that may have a material adverse effect on the Developer's ability to complete construction on the Property as contemplated under the Permit Application.
- 10.1.4. **Compliance with environmental laws and regulations.** To the best of the Developer's knowledge, all Easement Lands to be dedicated to the City hereunder are in compliance with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including solid waste requirements; and all such dedicated property is in compliance with all requirements pertaining to the disposal or existence of any hazardous substances, pollutants, or contaminants as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder.
- 10.1.5. **No conflict.** Neither the execution of this Agreement nor the consummation of the transaction contemplated by this Agreement will constitute a breach under any contract, agreement, or obligation to which the Developer is a party or by which the Developer is bound or affected.
- 10.2 **City's Representations and Warranties.** The City hereby represents and warrants to the Developer that the following are true and correct as of the date of the City's execution of this Agreement and will be true and correct as of the Effective Date:

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

Section 11– General Provisions

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

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

Notice to the Developer: Biker Baker Holdings, LLC
 815 G Street
 Salida, CO 81201

- 11.7 Severability. The terms of this Agreement are severable. If a court of competent jurisdiction finds any provision hereof to be invalid or unenforceable, the remaining terms and conditions of the Agreement will remain in full force and effect.
- 11.8 Recording. The City shall record this Agreement with the Clerk and Recorder of Chaffee County, Colorado, at the Developer's expense.
- 11.9 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, confers or is intended to confer any rights or remedies whatsoever upon any person or entity other than the City, the Developer, and the Developer's successor(s).
- 11.10 No Waiver of Immunity. Nothing in this Agreement, express or implied, waives or is intended to waive the City's immunity under Colorado State law, including without limitation the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through -120.
- 11.11 Joint Drafting. The Parties acknowledge that this Agreement represents the negotiated terms, conditions, and covenants of the Parties, and that the Party responsible for drafting any such term, condition, or covenant is not to be prejudiced by any presumption, canon of construction, implication, or rule requiring construction or interpretation against the Party drafting the same.
- 11.12 Subject to Annual Appropriation. Any financial obligation of the City arising under this Agreement and payable after the current fiscal year is contingent upon funds for that purpose being annually appropriated, budgeted, and otherwise made available by the City Council in its discretion.
- 11.13 Exhibits. All schedules, exhibits, and addenda attached to this Agreement and referred to herein are to be deemed to be incorporated into this Agreement and made a part hereof for all purposes.
- 11.14 Counterparts. This Agreement may be executed in multiple counterparts, all of which taken together constitute one and the same document.

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

CITY OF SALIDA, COLORADO

By _____
Mayor, Dan Shore

ATTEST:

City Clerk/Deputy City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

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

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

Notary Public

DEVELOPER:

Biker Baker Holdings, LLC

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

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

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

Notary Public

EXHIBIT B**LEGAL DESCRIPTION OF PROPERTY**

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

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

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

CONTAINING 3.10 ACRES

ALSO KNOWN BY THE FOLLOWING ADDRESS:

6907 COUNTY ROAD 105, SALIDA, CO 81201

AND ASSESSOR'S SCHEDULE OR PARCEL NUMBER: 380709100072

GARTZMAN-THE FLOUR MILL
 EOPC PUBLIC INFRASTRUCTURE
 8/27/24 AGENCY REVIEW PLAN SET DATED 2/14/24

EXHIBIT C

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

Open Records Policy – EXHIBIT E
Fee Schedule

Charges must be paid before service is provided.

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

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

The first hour of research and retrieval service is free.

Cost per hour for research, retrieval and related services after the first hour: \$41.37

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

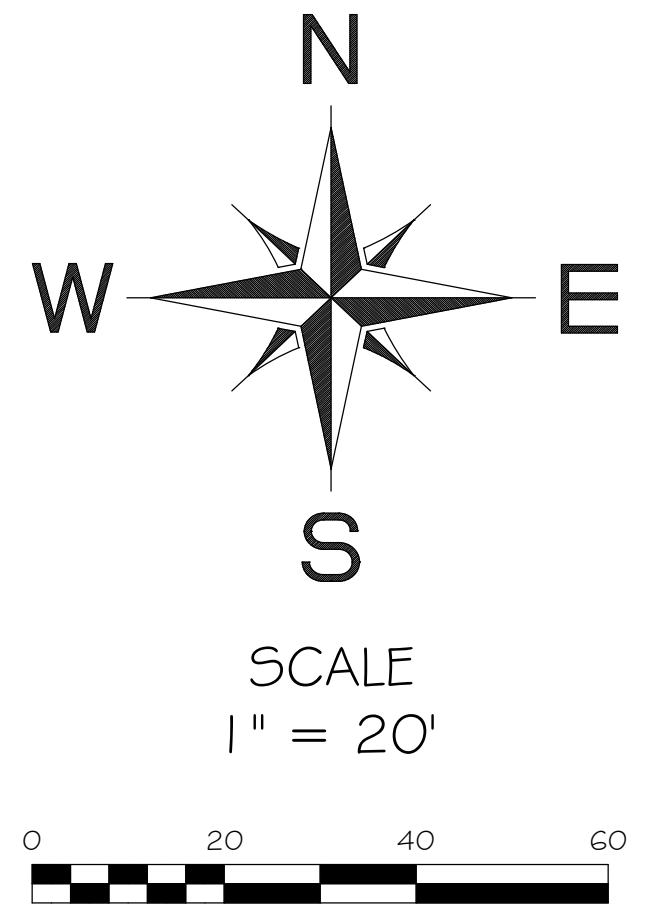
The Department responsible for the record shall provide it to the City Clerk so that the Clerk's office may make an appointment with the applicant for inspection within the time frame required.

THE FLOUR MILL

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



VICINITY MAP
NOT TO SCALE



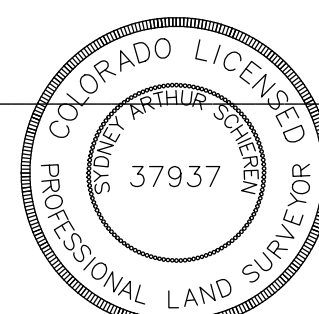
LEGEND

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



PRELIMINARY DRAFT
INTENDED FOR REVIEW BY CLIENT

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

THE FLOUR MILL

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



LANDMARK
SURVEYING & MAPPING

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

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



CITY COUNCIL ACTION FORM

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

ITEM

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

BACKGROUND

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

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



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

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



CITY COUNCIL ACTION FORM

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

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

FINANCIAL IMPACT

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

STAFF RECOMMENDATIONS

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

SUGGESTED MOTION

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SALIDA, COLORADO

[SEAL]

By _____
Dan Shore, Mayor

[ATTEST]

City Clerk/Deputy City Clerk

Exhibit A – Legal Description

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

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

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

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

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

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

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

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

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

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

2. DEVELOPMENT AND INFRASTRUCTURE INCENTIVES.

- a.** Subject to, and in consideration of, all the terms and conditions contained within this agreement, the City agrees to the following incentive grant for **Owner** as it relates to the Project:
- i.** A 50% reduction in open space fees, for an incentive totaling \$172,500 (\$2,500 x 69 units); and
 - ii.** Eligibility for up to \$200,000 in reimbursements for public infrastructure costs, pursuant to the process set forth in Section 2.b. below.

- b. **Submission of Invoices.** The City shall reimburse funds expended for public infrastructure costs to the Owner incrementally, pursuant to the following: Invoice(s) shall be submitted to the City, in a form suitable to the City Administrator for infrastructure work completed for the Project at the Property. Within thirty (30) days of receipt of such invoice(s), the City shall disburse partial reimbursement to the Owner, in an amount equal to the submitted invoice(s). This process shall continue until the total amount reimbursed by the City to the Owner equals two hundred thousand dollars (\$200,000.00).
- c. These incentives, fee reductions, and reimbursements will apply and remain in effect only until **December 31, 2027**, given **Owner's** assurances that the Project will be completed by this date. Should this completion deadline not be met, all fees will revert to their original full City rate, and no fees will be waived or reimbursements made.

3. **DEVELOPMENT AND MAINTENANCE OF THE PROJECT.**

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

4. **ZONING AND RELATED APPROVALS**

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

5. **DEFAULT AND REMEDIES**

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

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

- b. City Default. If **Owner** allege that the City is in default under this Agreement and the City does not cure that default within thirty (30) days following written notice from **Owner**, **Owner** shall be entitled to the following remedies which shall be cumulative: (1) injunctive relief; (2) specific performance; and (3) any other remedies permitted under the Code, or otherwise available at law or in equity. **Owner** shall extend the cure period if the nature of the default is such that it cannot reasonably be remedied within thirty (30) days, provided the City commences the corrective action within thirty (30) days and diligently pursues such correction thereafter.
- c. Remedies. In addition to any other remedy allowed by law, in the event of default by **Owner** with respect to any provision of this Agreement, including insufficiency of security to complete the Improvements, or failure to construct the Project by the deadlines set forth in this Agreement, the City may refuse to further process any site development or building permit application for property owned, in whole or in part, by **Owner**. Except as otherwise specifically provided herein, neither party shall be entitled to claim or receive any form of damages from the other, whether remedial, compensatory, punitive, or consequential, including economic damages and lost profits.
- d. Additional Default and Remedy. Notwithstanding the foregoing, in the event that **Owner** fails to *Complete Construction* (defined below) of the Project by **December 31, 2027**, (the "Project Deadline") then **Owner** shall either, at the **Owner's** discretion: (1) convey the Property (as described in Exhibit A) to the City in the amount **Owner** paid to purchase the property, less three hundred seventy-two thousand, five hundred dollars (\$372,500); or (2) pay the City three hundred seventy-two thousand, five hundred dollars (\$372,500), which shall reflect compensation to the City for all development incentives and incentive grants provided to the **Owner** by the City. "*Complete Construction*" is defined as the process wherein all 69 residential units are fully constructed and subsequently awarded a Certificate of Occupancy, and at least 60 of those residential units are permanently restricted, with legal documentation approved by the City Attorney, as affordable housing to families earning up to 120% of the Area Median Income of Chaffee County, Colorado.

6. MISCELLANEOUS TERMS

- a. Addresses for Notice. Any notice or communication required or permitted hereunder shall be given in writing and shall be personally delivered, or sent by United States mail, postage, prepaid, registered or certified mail, return receipt requested, addressed as follows:

City:
 City of Salida, City Administrator
 448 E. First Street, Suite 112
 Salida, CO 81201

Owner:
 Biker Baker Holdings LLC
 815 G Street
 Salida, CO 81201

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

With a copy to:
 [Attorney]

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

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

with and burdening the land described in **Exhibit A**, as the burdened property, as an easement in gross for the benefit of the City. Any reference herein to **Owner** shall be deemed to include any purchaser, successor-in-interest or assign of **Owner** as to all or any part of the Property. **Owner** shall notify the City in writing within fifteen (15) business days after any permitted sale, transfer, or assignment of the Property, giving name and address of transferee, assignee or buyer. This Agreement does not confer any right or benefit to any third party, except as expressly set forth herein.

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

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

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

By: _____
Dan Shore, Mayor

ATTEST:

By: _____
Kristi Jefferson, City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

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

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

[S E A L]

Biker Baker Holdings LLC,
a Colorado limited liability company

By: _____
Name:
Title:

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

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

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

[S E A L]

Exhibit A
Description of Property



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	September 17, 2024

AGENDA ITEM

Resolution 2024-61, A Resolution of the City Council for the City of Salida, Colorado, Approving the First Amended and Restated Intergovernmental Agreement for the Chaffee County Multijurisdictional Housing Authority

BACKGROUND

There are two Intergovernmental Agreements associated with the Chaffee Housing Authority (CHA). The first one, Establishing Intergovernmental Agreement for the Chaffee County Multijurisdictional Housing Authority (Founding IGA) was approved and executed in October 2020. The second one, An Intergovernmental Funding Agreement for the Chaffee Housing Authority and its Member Jurisdictions (Funding IGA) was negotiated and entered into in July of 2021 for the purpose of providing funding for the Chaffee Housing Authority for fiscal years 2021-2024 (Initial Term).

With the initial term expiring at the end of this fiscal year there was a need to re-negotiate and enter into an amended and restate Funding IGA, should the Council desire to continue contributing to the organization financially.

CHA’s former executive director relayed challenges with the current “Founding IGA; specifically, the structure of Alternate Board Members. The concern expressed was that the current structure of alternate members was resulting in alternates being called up for spot meetings and creating a dynamic where the alternate my vote contrary to how the regular member would have voted due to not being involved in prior discussions.

City staff have been working with staff from the other jurisdictions and CHA on drafting updated IGA’s over the past number of months. The latest drafts are attached for consideration.

First Amended and Restated IGA’s

- “First Amended and Restated Intergovernmental Agreement for the Chaffee County Multijurisdictional Housing Authority” (Founding IGA)
 - Challenge – 9-member board plus 3 alternate members (one appointed for each party to the agreement). Options – make the 3 alternate members full voting board members resulting in a 12 (13 if an odd number is desired) resulting in a rather large board; or, eliminate the alternate members (current alternates consist of Salida City Administrator, BV Town Administrator, and County Deputy Administrator). Proposed – Eliminate Alternate positions and maintain a 9-member Board.
 - Eliminating the alternate positions was the primary amendment to this IGA with other minor changes including eliminating the section of staggered terms for the initial Board appointed in 2021, the addition of a section allowing a member jurisdiction to remove their appointed member if “it is in the best interest of the Authority” based on the appointing jurisdictions’ judgment, and establishing that a minimum of one appointed member of the Board shall be a person with lived experience that includes prior or current housing insecurity with in Chaffee County.
- “First Amended and Restated Intergovernmental Funding Agreement for the Chaffee Housing Authority and its Member Jurisdictions” (Funding IGA)
 - The initial Funding IGA provided \$185,0000 (\$30,000 from Salida) annually, 2021-2024. Following a countywide ballot initiative that allowed the County Commissioners to reallocate a portion of the Lodging

Tax additional funds were allocated to CHA in 2023 (\$260,000) and 2024 (\$350,000). CHA has also been successful in acquiring multiple grants over the initial term.

- In working with CHA representatives to establish a funding level to maintain operations and current staffing levels it was determined that ~\$475,000 was needed with some assumptions built in. Assuming CHA is able to produce some revenue through fees for services and other programs, as well as pursue grant opportunities, the IGA was drafted to include \$400,000 in contributions from the member jurisdictions. The \$400,000 is proposed to consist of \$300,000 from the lodging tax reallocation and the remaining \$100,000 split between the individual jurisdictions based on population estimates resulting in a \$35,000 contribution from the City of Salida.
- Pending Ballot Initiatives – There is some uncertainty associated with the pending ballot initiatives with the outcome unknown until November well into the budgetary process for the individual jurisdictions. If passed, CHA would not start receiving distributions until at least March of 2025. It is proposed to commit the funding identified in the IGA for 2025 to provide some security for CHA with the uncertainty associated with the ballot initiatives. The IGA also includes multiple scenarios for 2026 depending on the outcome of the election. The allocations in 2026 are subject to appropriation and can be discussed as we enter the budget process next year.

RECOMMENDATION

The Founding IGA is contingent on the approval by the three member jurisdictions, while the Funding IGA is contingent on the approval by the Chaffee Housing Authority in addition to the three member jurisdictions. CHA intends to review the IGA's at their regular meeting scheduled for September 19th and the desire is for the three jurisdictions to review and approve, approve with conditions, or deny prior to that date. Buena Vista was the first to take action, on September 10th. Both IGA were approved at that time. The County will consider at its regular meeting scheduled for September 17th.

During review, the City Attorney's Office commented on two areas of the Founding IGA. The first was the removal of the alternate positions and the second was the authority of the CHA Board to remove At-Large members. Staff has addressed the alternate position concerns about, believing that, operationally, it makes sense to retain voting authority to the appointed members. As for the second area of concern, given that member jurisdictions appoint the majority of the Board, staff feel there is sufficient checks in the process of removing and appointing At-Large Board members.

Staff recommends Council approve Resolution 2024-61.

FISCAL IMPACT

There is no impact to the 2024 budget, and the proposed contribution of \$35,000 from the City has been incorporated in the 2025 draft budget.

MOTION

A City Councilmember should state "I move to _____ Resolution 2024-61, A Resolution of the City Council for the City of Salida, Colorado, Approving the First Amended and Restated Intergovernmental Agreement for the Chaffee County Multijurisdictional Housing Authority", followed by a second and a roll call vote.

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 61
(Series of 2024)**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING THE FIRST AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT FOR THE CHAFFEE COUNTY MULTIJURISDICTIONAL HOUSING AUTHORITY

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, the provisions of Section 18 of Article XIV of the Colorado Constitution and C.R.S 29-1-203 allow Colorado governments to cooperate or to contract with one another to provide any functions, service or facility lawfully authorized by each local government; and

WHEREAS, Colorado Revised Statute 29-1-204.5 provides for the establishment by Colorado local governments to contract with each other to establish a separate governmental entity to be known as a multijurisdictional housing authority; and

WHEREAS, on October 6, 2020 via Resolution 2020-35, the City Council approved the Establishing Intergovernmental Agreement for the Chaffee County Multijurisdictional Housing Authority, Repealing and Replacing Resolution 2020-31 ; and

WHEREAS, Chaffee County in general, and Salida in particular, continues to experience rapid growth, and consequently, the demand for attainable, affordable, and workforce housing has grown to exceed the available supply; and

WHEREAS, the business community, community members, public officials and others have expressed a concern that there is currently and will continue to be insufficient workforce housing for workers in and around Salida; and

WHEREAS, the City Council of the City of Salida recognizes the benefits and advantages of working together with other local governments in Chaffee County to establish and create a multijurisdictional housing authority to provide attainable, affordable, and workforce housing projects and programs for local families and for employees of local employers, and therefore still desires to participate with Chaffee County and the Town of Buena Vista in the establishment of a multijurisdictional housing authority serving the residents and workers of our communities.

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

1. The City Council incorporates the foregoing recitals as findings by the City Council.
2. The First Amended and Restate Intergovernmental Agreement for the Chaffee County Multijurisdictional Housing Authority, attached as Exhibit A, is hereby approved, and the Mayor is further authorized to sign the Intergovernmental Agreement.

RESOLVED, APPROVED AND ADOPTED this ____ day of _____, 20__.

CITY OF SALIDA, COLORADO

By _____

Dan Shore, Mayor

[SEAL]

[ATTEST] _____
City Clerk/Deputy City Clerk

**FIRST AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT FOR
THE CHAFFEE COUNTY MULTIJURISDICTIONAL HOUSING AUTHORITY**

This First Amended and Restated Intergovernmental Agreement for the Chaffee County Multijurisdictional Housing Authority ("Agreement") is entered into as of the Effective Date, defined below, by and among the Board of County Commissioners of Chaffee County, Colorado ("County"); the Town of Buena Vista ("Buena Vista"); and the City of Salida ("Salida") (collectively, the "parties") each of which is a political subdivision of the State of Colorado.

Recitals

The provisions of Section 18 of Article XIV of the Colorado Constitution and C.R.S. § 29-1-203 allow Colorado governments to cooperate or to contract with one another to provide any function, service or facility lawfully authorized to each local government.

Colorado Revised Statute § 29-1-204.5 provides for the establishment by Colorado local governments to contract with each other to establish a separate governmental entity to be known as a multijurisdictional housing authority.

Chaffee County has experienced rapid growth over the last decade, and consequently, the demand for attainable and affordable housing has grown to exceed the available supply.

The business community, community members, public officials and others have expressed a concern that there is currently and will continue to be insufficient workforce housing for workers in Chaffee County.

A majority of counties and many cities within Colorado have addressed such housing issues through the creation of housing authorities, whose purpose it is to effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs pursuant to a multijurisdictional housing plan.

A multijurisdictional housing authority established pursuant to C.R.S. § 29-1-204.5 may be used by the contracting local governments to effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs pursuant to a multijurisdictional plan to provide: dwelling accommodations at rental prices or purchase prices within the means of families of low or moderate income; and attainable and affordable housing projects or programs for employees of employers located within the jurisdiction of the authority.

The County, Buena Vista, and Salida recognize the benefits and advantages obtained by working together to establish and create a multijurisdictional housing authority to provide attainable and affordable housing projects or programs for local low or moderate income families and for employees of local employers. Thus, these jurisdictions participated with one another to establish a multijurisdictional housing authority pursuant to C.R.S § 29-1-204.5, to serve the interests of residents of the County, Buena Vista and Salida, by entering into an Intergovernmental Agreement

dated October 15th, 2020 (recorded with the Chaffee County Clerk and Recorder's Office at Reception Number 463772) (the "Original IGA").

The parties now desire to amend and restate the Original IGA to modify how membership on the Board is addressed and to make other modifications to how the Chaffee Housing Authority operates.

NOW THEREFORE, the parties desire to amend and restate the terms of this Agreement, and in consideration of the terms set forth herein, hereby mutually agree as follows:

ARTICLE I

Name

The name of the multijurisdictional housing authority hereby established shall be the "Chaffee Housing Authority," a Multijurisdictional Housing Authority (the "Authority").

ARTICLE II

Purpose

It is the purpose of the Authority to effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs in order to provide dwelling accommodations at rental prices or purchase prices within the means of households of low or moderate incomes, and to provide attainable and affordable housing projects or programs for employees of employers located within the jurisdictional boundaries of the Authority.

ARTICLE III

Boundaries

The boundaries of the Authority shall be coterminous with the boundaries of the separate governmental entities that comprise the Authority, unless said boundaries are modified by the Authority. The boundaries of the Authority shall not include the area incorporated within the Salida Housing Authority, as shown in attached Exhibit A, and the incorporated area of the Town of Poncha Springs.

ARTICLE IV

Establishment and Organization of Governance

(a) Governance: The Authority shall be governed by a Board of Directors ("Board"). All legislative power of the Authority is vested in the Board as described below.

(b) Board of Directors. The Board shall be composed of nine (9) members. The County shall appoint three (3) members and Buena Vista and Salida shall each appoint two (2) members to the Board and two (2) members-at large shall be appointed by the Authority's Board upon the approval of a majority of the Member Jurisdictions. Each party shall be responsible for identifying its member(s) to the Board and deciding if it shall be an elected official, staff, or a designated member from the community. Duties of Board. It shall be the duty of the Board to govern the affairs of the Authority, to establish policies of the Authority, to comply with parts 1, 5, and 6 of C.R.S. § 29-1-204.5 as amended from time to time, and to exercise with due diligence and prudence the purpose and powers set forth herein, including, but not limited to the following:

1. Establishing the overall policy approval for the Housing Authority;
2. Establishing Bylaws for the duties and conduct of the Board;
3. Adopting an annual budget;
4. Adopting an annual audit, to be presented to each Member Jurisdiction;
5. Adopting annually an Administrative Plan, Strategic Plan, and/or Community Guidelines for deed restriction management; and
6. To employ, supervise, manage and direct agents and employees.

The Board of Directors will meet, at minimum, every other month to receive formal updates from the Authority's staff. On a (fiscal) yearly basis, the Board will review and approve of the Authority's annual budget and Administrative Plan, Strategic Plan, and/or Community Guidelines prior to the start of the fiscal year.

(c) Eligibility, Term of Office, and Filling Vacancies. The following eligibility criteria apply to both the inaugural and subsequent members of the Board:

All members of the Board must be residents of Chaffee County and shall have reached the age of 18 years of the effective date of their appointment. A minimum of one (1) appointed member of the Board shall be a person with lived experience that includes prior or current housing insecurity within Chaffee County. The parties shall determine which member shall appoint such an individual; provided that if none of the parties appoint at least one such individual, this person shall be one of the members appointed by the Authority Board.

Members of the Board shall serve two-year terms, and are eligible for reappointment from the appointing jurisdiction at the end of each two-year term, with terms staggered such that approximately one half (50%) of the terms shall expire on January 31 of each year. If new

jurisdictions are added as members, the terms of the board members will be established and staggered at the time the jurisdiction joins.

Any member appointed by a party may be removed from Board membership by their appointing party whenever, in the appointing party's sole judgment, it is in the best interest of the appointing party or the Authority. Any at-large member may be removed from Board membership through a majority vote of the Authority's Board of Directors whenever, in the Board's judgment, it is in the best interest of the Authority.

Members of the Board shall receive no compensation for their services; however, reasonable pre-approved expenses related to the discharge of their duties shall be reimbursed.

Vacancies on the Board shall be filled by appointment from the jurisdiction from which the vacancy arises for the remainder of the unexpired term of the vacating member of the Board.

Voting. Each member of the Board shall have one (1) vote on matters brought before the Board. The Board of Directors shall act only upon a duly executed vote of the Board Members. Each Director shall cast one vote. A vote of the Board shall be deemed duly executed if made by a majority of a quorum of Board Members present. A quorum shall consist of a majority of the Board Members.

Notwithstanding the foregoing or any other provision herein to the contrary, the following actions shall require the approval of two thirds (66.67%) of the full Board of Directors:

1. condemnation of property for public use;
2. proposal of ballot initiatives;
3. creating, incurring, assuming, suffering or entering into any debt or indebtedness of any description whatsoever in the aggregate amount in excess of one million dollars;
4. the addition of a new jurisdiction; and
5. the termination of the Authority.

Meetings of the Board shall be open to the public and conducted in accordance with C.R.S. 24-6-401, et seq. and as amended from time to time.

(d) Officers. The Board of Directors shall establish an Executive Committee composed of Board members, which will include four officers, Chair, Vice Chair, Secretary and Treasurer, who shall be elected or appointed annually by a majority vote of the full Board of Directors and will serve a one-year term in that officer role . A vacancy in any office may be filled by the Board by a majority vote of the full Board of Directors for the unexpired portion of the term. Any officer may be removed from their officer role by a majority vote of the Board of Directors whenever, in the Board's judgment, it is in the best interest of the Authority.

1. Duties.

i. The Chair shall preside at all meetings and execute all legal instruments that have been authorized by the Board, on behalf of the Authority. The Chair shall perform all duties incident to the office of Chair and such other duties as may be established by the Board.

ii. The Vice Chair shall serve as Chair in the event the Chair is absent or unable to fulfill the duties of Chair and when so acting shall have all the powers of and be subject to all the restrictions upon the Chair. The Vice Chair shall perform such other duties as may be established by the Board.

iii. The Secretary shall be responsible for the minutes of the Board meetings, assure that all notices are duly given in accordance with the provisions of C.R.S. § 24-6-401, et seq. and fulfill other duties as may be established by the Board.

iv. The Treasurer shall be the financial officer for the Authority and shall oversee the preparation of the Authority's budget, oversee financial transactions, coordinate the Authority's annual audit, perform all duties incident to the officer of Treasurer, coordinate with the department of revenue regarding the collection of any sales and use tax authorized pursuant to C.R.S. § 29-1-204.5 and fulfill other duties as may be established by the Board. All checks written from an Authority bank account over \$15,000 shall require the signature of the Treasurer and the Chair or Vice Chair.

2. Salaries and Expenses. Each officer shall be entitled to his or her necessary expenses, including traveling expenses, incurred in the discharge of his or her duties.

(e) New Members. The Board of Directors may approve other jurisdictions to join the multijurisdictional housing authority and redefine the Authority's boundaries to include the jurisdiction through a vote, with at least two thirds (66.67%) of the Board membership voting in approval and approval by the governing body of the prospective new member party and each then-existing party. Notwithstanding the foregoing, any new member joining the Authority shall be a governmental entity that is wholly situated within Chaffee County. The sitting Board will dictate the opting-in jurisdiction's financial contribution to the Authority, based on the same formula or rationale that establishes the current Authority's Parties' own contributions, and will require a resolution to be passed by the incoming jurisdictions governing body prior to entertaining such requests. If a new member joins the Authority, subject to the membership requirements herein, said new member will be represented by two (2) Board members, following the same process as stated herein at ARTICLE IV(b). The addition of any new member jurisdiction shall correspondingly increase the total number of Board members by two (2) members.

(f) Conflict of Interest. No member of the Board and no any immediate member of the family of any such member shall acquire or have any interest, direct or indirect, in (a) any property or project acquired, held, leased or sold by the Authority; or (b) any entity with whom the Authority has

contracted with to plan, finance, construct, reconstruct, repair, maintain, manage or operate any property, project or program related to the Authority. If any Board member has such an interest, whether direct or indirect, he or she shall immediately disclose the same in writing to the Board, and such disclosures shall be entered upon the minutes of the Board. Upon such disclosure, such Board member shall not participate in any action by the Board affecting the project, property, or contract unless the Board determines that, in light of such personal interest, the participation of such member in any such act would not be contrary to the public interest, the affected member shall not vote in the Board's determination of a conflict of interest.

ARTICLE V

Source of Revenue

(a) Sources of Revenue. The possible sources of revenue for the Authority may include, but are not limited to, the following:

1. federal, state, local and private grants;
2. fees associated with property management and/or deed restriction management;
3. interest on interest-bearing accounts;
4. proprietary revenue of the parties in accordance with this Agreement;
5. sales and/or use taxes levied in accordance with this Agreement and other applicable law;
6. ad valorem taxes levied in accordance with this Agreement and other applicable law;
7. private donations;
8. development impact fees imposed in accordance with this Agreement and other applicable law; and
9. revenue or general obligation bonds issued in accordance with applicable law .

(b) Prerequisites for All Tax Levies and Impact Fees. The Authority shall not establish or increase any tax unless first submitted to a vote of the registered electors of the Authority in which the tax is proposed to be collected. Moreover, prior to levying any tax on any property within the boundaries of the Authority, the Board of Directors shall:

1. Adopt a resolution determining that the levying of such taxes will fairly distribute the costs of the Authority's activities among the persons and businesses benefited thereby and will not impose an undue burden on any particular group of persons or businesses; and
2. Obtain the prior written consent of the governing party or parties having jurisdiction over the property on which the taxes are proposed to be levied or imposed.

(c) Sales and Use Taxes. Any sales or use tax imposed or levied by the Authority on any transactions within the boundaries of the Authority shall not exceed the rate of one percent. Prior to levying any sales or use tax, the Authority shall designate the Treasurer who shall coordinate with the Colorado Department of Revenue regarding the collection, administration, and enforcement of any sales and use tax to be levied in the manner established by C.R.S. § 29-1-204.5, as it may be amended from time to time, and by other applicable law. The Authority shall apply the proceeds of all sales or use taxes solely towards the purposes, functions, or services authorized by this Agreement.

(d) Ad Valorem Taxes. The Authority may levy an ad valorem tax on all properties within the Authority's boundaries of the Authority at a rate not to exceed five mills on each dollar of valuation for assessment of the taxable property within such boundaries. To levy an ad valorem tax, the Board shall certify to the Chaffee County Board of County Commissioners the levy of ad valorem property taxes in accordance with the schedule prescribed by C.R.S. § 39-5-128, as it may be amended from time to time. Thereafter, Chaffee County shall levy and collect the ad valorem taxes in the manner prescribed by law. All taxes levied under this Section, together with interest thereon and penalties for default in payment thereof, and all costs of collecting them shall constitute, until paid, a perpetual lien on and against the property taxed, and such lien shall be on a parity with the tax lien of other general taxes.

(e) Development Impact Fees. The Authority shall not impose a development impact fee unless it also imposes a sales or use tax or an ad valorem tax pursuant to this agreement, or both and in the manner established by C.R.S. § 29-1-204.5, as it may be amended from time to time. No development impact fee imposed by the Authority shall be imposed on the development, construction or permitting of low- or moderate-income housing or affordable employee housing. No impact fee shall be imposed by the authority without the prior written consent of the governing party or parties having jurisdiction over the property on which the impact fees are imposed. Any development impact fee imposed by the Authority shall not exceed the rate of two dollars (\$2.00) per square foot of gross floor area of any building constructed thereon.

(f) Other Sources of Revenue. The parties may make monetary and in-kind contributions to the Authority. The parties shall enter into a Funding Agreement which shall provide, at a minimum, funding for the Authority for the first three (3) full calendar years after the appointment of the Board. The parties acknowledge that such funding may not be adequate to completely fund the Authority for such years. Funding from each party shall be subject to annual availability and appropriation by the governing body of each jurisdiction.

In addition to the foregoing, the parties may, from time to time, pay the Authority with proprietary revenues or other public funds for services rendered or facilities provided by the Authority, as contributions to defray the cost of any purpose set forth in this Agreement, and/or as advances for any purpose subject to repayment by the Authority.

ARTICLE VI

Powers and Functions

(a) Powers. The general powers of the Authority include the following:

The use of any power and responsibility listed below shall be at the discretion of the Board of Directors.

1. To plan, finance, acquire, construct, reconstruct, manage, and operate housing for households located within the jurisdiction of the Authority, in particular, low- to moderate-income households;
2. To plan, finance, acquire, construct, reconstruct, manage and operate housing programs for employees of employers located within the jurisdiction of the Authority;
3. To make and enter into contracts with any person, including, without limitation, contracts with state or federal agencies, private enterprises, and nonprofit organizations;
4. To employ agents and employees;
5. To cooperate with state and federal governments concerning the financing of housing projects and programs;
6. To acquire, hold, lease, (as lessor or lessee), sell, or otherwise dispose of any real or personal property, commodity, or service;
7. To condemn property for public use, if such property is not owned by any governmental entity or any public utility and devoted to public use pursuant to state authority; provided, however, that the use of the condemnation by the Authority shall occur with the concurrence of the participating local government jurisdiction where the proposed condemnation action is located;
8. To levy, in all of the area within the boundaries of the Authority, a sales or use tax, or both, upon every transaction or other incident with respect to which a sales or use tax is levied by the state, as more fully described in Article V(c) of this Agreement.
9. To levy, in all of the area within the boundaries of the Authority, an ad valorem tax; provided, however, that the use of taxing authority by the Authority shall occur only with the concurrence of all of the participating local government jurisdictions prior to submission for voter approval, as more fully described in Article V(d) of this Agreement.
10. To incur debts, liabilities, or obligations;
11. To sue and be sued in its own name;
12. To have and use a corporate seal;
13. To fix, maintain, and revise fees, rents, security deposits, and charges for functions, services, or facilities provided by the Authority;
14. To adopt, by resolution, bylaws or regulations respecting the exercise of its powers and the carrying out of its purposes;
15. To exercise any other powers that are essential to the provision of functions, services, or facilities by the Authority and that are specified in this Agreement;

16. To perform any act and things authorized by C.R.S. § 29-1-204.5, as may be amended from time to time, under, through, or by means of an agent or by contracts with any person, firm, or corporation;
 17. To issue revenue or general obligation bonds according to state law;
 18. To establish, and from time to time increase or decrease, a development impact fee and collect such fee from persons who own property located within the boundaries of the Authority who apply for approval for new residential, commercial, or industrial construction in accordance with applicable ordinances, resolutions, or regulations of any county or municipality as more fully described in Article V(e) of this Agreement. To establish enterprises for the ownership, planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, or operation or any combination of the foregoing, of housing projects or programs as authorized C.R.S. § 29-1-204.5, as may be amended from time to time, and by this section on the same terms as and subject to the same conditions provided in C.R.S. § 43-4-605, as may be amended from time to time.
 19. To propose a referred measure to the electorate providing that the Authority is authorized to collect and spend or reserve all revenues of the Authority from existing property and sales or use taxes, non-federal grants and other revenue sources in any given year or in perpetuity to fulfill any of the prescribed purposes of the Authority, notwithstanding any limitation set forth in Article X, Section 20 of the Colorado Constitution.
- (b) Functions. The functions, duties, and emphasis for the Housing Authority as listed herein do not necessarily constitute a complete list; the Board of Directors may choose to work in other functional areas supportive of affordable and workforce housing. Likewise, the list is not intended to suggest that all the functions should be a part of the initial strategic administrative plan for the Authority; the type and number of functions will depend upon the direction of the Board of Directors and the capacity of the Housing Authority to engage in particular areas of work.
1. Permanent staff/services, with some work to be contracted;
 2. Provide homeownership and rental assistance programs;
 3. Administer CDBG and HOME funding, if applicable;
 4. Identify properties that can be developed or redeveloped for affordable and/or workforce housing;
 5. Issue double tax-exempt bonds for affordable housing;
 6. Create public/private partnerships, including but not limited to, assisting private developers and non-profits in packaging deals and group funding for a variety of resources;
 7. Conduct housing habitability inspections for Rental Deposit Guarantee Program or other housing programs;
 8. Facilitate education regarding Fair Housing Law and other regulations;
 9. Implement measures for privately held deed restricted properties, such as: qualifying buyers and renters for affordable units; marketing available properties; setting affordable prices for new and resale properties; setting up and implementing lottery

process; answering inquiries about available affordable units; setting maximum initial and resale prices; and keeping a current list of available properties and who to contact.

Article VII

Status as a Separate Entity and Political Subdivision

The Authority shall be a political subdivision and a public corporation of the state, a governmental authority separate from the parties to the Agreement, and shall be a validly created and existing political subdivision and public corporation of the state, irrespective of whether a party withdraws (whether voluntarily, by operation of law, or otherwise) from such Authority subsequent to its creation under circumstances not resulting in the recession or termination of this Agreement, the Agreement establishing such Authority pursuant to its terms. It shall have the duties, privileges, immunities, rights, liabilities, and disabilities of a public body politic and corporate. The Authority may deposit and invest its moneys in the manner provided in C.R.S. §43-4-616. The bonds, notes and other obligations of the Authority shall not be the debts, liabilities or obligations of the contracting member governmental parties.

ARTICLE VIII

Insurance

The Authority shall purchase and maintain at all times an adequate policy of public entity liability insurance, which insurance shall at the minimum provide the amount of coverage described in C.R.S. § 24-10-115 {1), including errors and omissions coverage. The Authority may purchase such additional insurance as the Board deems prudent but in the event the Authority hires employees the Authority shall secure and maintain, Workers' Compensation Insurance and Unemployment Insurance as required by applicable law and automobile liability insurance that meets the requirements of C.R.S. § 24-10-115(1). The Authority's employees acting within the scope of their employment shall be indemnified pursuant to C.R.S. § 24-10-110

ARTICLE IX

Provisions

- (a) Term. This Agreement shall continue in full force and effect until terminated in accordance with the provisions of subparagraph (c), below.
- (b) Amendment. This Agreement may be modified or amended only by action of the respective governing bodies of all Member Jurisdictions.
- (c) Termination. This Agreement may be rescinded or terminated by the approval of two thirds (66.67%) of the full Board In the event of the rescission or termination of this Agreement and the dissolution of the Authority, all right, title, and interest of the Authority in General Assets (as hereinafter defined) of the Authority shall be conveyed to the Members who are such at the time of rescission or termination, as tenant-in-common subject to any outstanding liens,

mortgages, or other pledges of such General Assets. The interest in the General Assets of the Authority conveyed to each Member shall be that proportion with the total dollar amount paid or contributed by such Member to the Authority for all purposes during the life of the Authority by all such Members during the life of the Authority. The term "General Asset" as used herein shall include all legal and equitable interests in real or personal property, tangible or intangible, of the Authority. Notwithstanding the foregoing, the right of the Board or the parties to terminate this Agreement shall be abrogated if the Authority has bonds, notes or other obligations outstanding at the time of the proposed termination unless provision for full payment of the same has been made by escrow or otherwise.

- (d) Withdrawal. Any Member may withdraw from the Authority, with the written consent and approval of the Member's governing body and with at least two thirds (66.67%) of the Board membership voting in approval, as of the end of any calendar year by giving written notice to the Authority at least 90 days prior to the end of such calendar year, provided that such withdrawing Member shall pay all of its obligations hereunder or any effective funding agreement to the effective date of its withdrawal. If a party withdraws from the Authority, the said party will lose its representation on the Board and that the total number of Board members shall decrease by the number of the party's Board members. Within 90 days of a party withdrawing, the remaining parties shall review this Agreement, the Funding Agreement and all pertinent agreement between the parties concerning the Authority and re-negotiate, redraft or amend the agreements as necessary to continue the duties and obligations of the Authority.
- (e) Funding Appropriated. Notwithstanding any other term or condition of this Agreement, it is expressly understood and agreed that the obligation of any party for all or any part of the payment obligations herein or effective funding agreement, whether direct or contingent, shall only extend to payment of monies duly and lawfully appropriated for the purpose of this Agreement by each party's respective governing body. Each party hereby represents to the other that all monies necessary to pay that party's obligations set out herein or effective funding agreement for the project as of the date of execution of this contract have been legally appropriated for the purpose of this Agreement.
- (f) Applicable Law. This Agreement shall be interpreted pursuant to the laws of the State of Colorado. The parties agree to comply with all applicable federal, state, and local statutes, charter provisions, ordinances, rules, regulations, and standards as are in effect at the time this agreement is executed.
- (g) Severability. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a term that will achieve the original intent of the parties hereunder.
- (h) Venue. Venue for any litigation arising out of any dispute hereunder shall be in the Chaffee County District Court, State of Colorado.

- (i) Headings for Convenience. Headings and titles contained herein are intended for the convenience and reference of the parties only and are not intended to combine, limit, or describe the scope or intent of any provision of this Agreement.
- (j) No Waiver of Governmental Immunity Act. The parties hereto understand and agree that all parties, their commissioners, mayors, city councils, agents, and employees are relying on, and do not waive or intend to waive by any provision in this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to that party.
- (k) Entire Agreement. This Agreement constitutes the entire Agreement of the parties hereto. The parties agree there have been no representations made other than those contained herein; that this Agreement constitutes their entire Agreement; and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.
- (l) No Third-Party Beneficiaries. The parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the parties to this Agreement, shall have any right, legal or equitable to enforce any provision of this Agreement.
- (m) Notices. All notices shall be in writing. Notices will be deemed to have been duly given if delivered personally or if mailed via certified mail (return receipt requested and postage prepaid) and confirmed by such certified mail receipt, given by facsimile or e-mail confirmed by receipt, or sent by courier confirmed by receipt, addressed to the party at the address set forth below or at such other address as either party may designate to the other in accordance with this Section. Notices shall be deemed to be given on the date of receipt, except that if delivery is refused, notice shall be deemed given on the fifth (5th) day after it is sent.
- (n) Interpretation. Subject only to the express limitation set forth herein, this Agreement shall be liberally construed (a) to permit the Authority and the parties to exercise all powers that may be exercised by a multijurisdictional housing authority pursuant to Colorado law; (b) to permit the parties hereto to exercise all powers that may be exercised by them with respect to the subject matter of this Agreement and applicable law; and (c) to permit the Board of Directors to exercise all powers that may be exercised by the board of directors of a multijurisdictional housing authority pursuant to Colorado law and by the governing body of a separate legal entity created by contract among the parties pursuant to C.R.S. § 29-1-203.

[Remainder Intentionally Left Blank]

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

Chaffee County

Town of Buena Vista

City of Salida

ATTEST:

Exhibit A

The boundaries of the Authority shall not include the area incorporated within the Salida Housing Authority, as shown below.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	September 17, 2024

AGENDA ITEM

Resolution 2024-62, A Resolution of the City Council for the City of Salida, Colorado, Approving the First Amended and Restated Intergovernmental Funding Agreement for the Chaffee County Multijurisdictional Housing Authority

BACKGROUND

There are two Intergovernmental Agreements associated with the Chaffee Housing Authority (CHA). The first one, Establishing Intergovernmental Agreement for the Chaffee County Multijurisdictional Housing Authority (Founding IGA) was approved and executed in October 2020. The second one, An Intergovernmental Funding Agreement for the Chaffee Housing Authority and its Member Jurisdictions (Funding IGA) was negotiated and entered into in July of 2021 for the purpose of providing funding for the Chaffee Housing Authority for fiscal years 2021-2024 (Initial Term).

With the initial term expiring at the end of this fiscal year there was a need to re-negotiate and enter into an amended and restate Funding IGA, should the Council desire to continue contributing to the organization financially.

CHA’s former executive director relayed challenges with the current “Founding IGA; specifically, the structure of Alternate Board Members. The concern expressed was that the current structure of alternate members was resulting in alternates being called up for spot meetings and creating a dynamic where the alternate my vote contrary to how the regular member would have voted due to not being involved in prior discussions.

City staff have been working with staff from the other jurisdictions and CHA on drafting updated IGA’s over the past number of months. The latest drafts are attached for consideration.

First Amended and Restated IGA’s

- “First Amended and Restated Intergovernmental Agreement for the Chaffee County Multijurisdictional Housing Authority” (Founding IGA)
 - Challenge – 9-member board plus 3 alternate members (one appointed for each party to the agreement). Options – make the 3 alternate members full voting board members resulting in a 12 (13 if an odd number is desired) resulting in a rather large board; or, eliminate the alternate members (current alternates consist of Salida City Administrator, BV Town Administrator, and County Deputy Administrator). Proposed – Eliminate Alternate positions and maintain a 9-member Board.
 - Eliminating the alternate positions was the primary amendment to this IGA with other minor changes including eliminating the section of staggered terms for the initial Board appointed in 2021, the addition of a section allowing a member jurisdiction to remove their appointed member if “it is in the best interest of the Authority” based on the appointing jurisdictions’ judgment, and establishing that a minimum of one appointed member of the Board shall be a person with lived experience that includes prior or current housing insecurity with in Chaffee County.
- “First Amended and Restated Intergovernmental Funding Agreement for the Chaffee Housing Authority and its Member Jurisdictions” (Funding IGA)
 - The initial Funding IGA provided \$185,0000 (\$30,000 from Salida) annually, 2021-2024. Following a countywide ballot initiative that allowed the County Commissioners to reallocate a portion of the Lodging

Tax additional funds were allocated to CHA in 2023 (\$260,000) and 2024 (\$350,000). CHA has also been successful in acquiring multiple grants over the initial term.

- In working with CHA representatives to establish a funding level to maintain operations and current staffing levels it was determined that ~\$475,000 was needed with some assumptions built in. Assuming CHA is able to produce some revenue through fees for services and other programs, as well as pursue grant opportunities, the IGA was drafted to include \$400,000 in contributions from the member jurisdictions. The \$400,000 is proposed to consist of \$300,000 from the lodging tax reallocation and the remaining \$100,000 split between the individual jurisdictions based on population estimates resulting in a \$35,000 contribution from the City of Salida.
- Pending Ballot Initiatives – There is some uncertainty associated with the pending ballot initiatives with the outcome unknown until November well into the budgetary process for the individual jurisdictions. If passed, CHA would not start receiving distributions until at least March of 2025. It is proposed to commit the funding identified in the IGA for 2025 to provide some security for CHA with the uncertainty associated with the ballot initiatives. The IGA also includes multiple scenarios for 2026 depending on the outcome of the election. The allocations in 2026 are subject to appropriation and can be discussed as we enter the budget process next year.

RECOMMENDATION

The Founding IGA is contingent on the approval by the three member jurisdictions, while the Funding IGA is contingent on the approval by the Chaffee Housing Authority in addition to the three member jurisdictions. CHA intends to review the IGA's at their regular meeting scheduled for September 19th and the desire is for the three jurisdictions to review and approve, approve with conditions, or deny prior to that date. Buena Vista was the first to take action, on September 10th. Both IGA were approved at that time. The County will consider at its regular meeting scheduled for September 17th.

Staff recommends Council approve Resolution 2024-62.

FISCAL IMPACT

There is no impact to the 2024 budget, and the proposed contribution of \$35,000 from the City has been incorporated in the 2025 draft budget.

MOTION

A City Councilmember should state "I move to _____ Resolution 2024-62, A Resolution of the City Council for the City of Salida, Colorado, Approving the First Amended and Restated Intergovernmental Funding Agreement for the Chaffee County Multijurisdictional Housing Authority", followed by a second and a roll call vote.

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 62
(Series of 2024)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,
APPROVING THE FIRST AMENDED AND RESTATED INTERGOVERNMENTAL
FUNDING AGREEMENT FOR THE CHAFFEE COUNTY MULTIJURISDICTIONAL
HOUSING AUTHORITY**

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

WHEREA, the provisions of Section 18 of Article XIV of the Colorado Constitution and C.R.S 29-1-203 allow Colorado governments to cooperate or to contract with one another to provide any functions, service or facility lawfully authorized by each local government; and

WHEREAS, Colorado Revised Statute 29-1-204.5 provides for the establishment by Colorado local governments to contract with each other to establish a separate governmental entity to be known as a multijurisdictional housing authority; and

WHEREAS, on October 6, 2020, via Resolution 2020-35, the City Council approved the Establishing Intergovernmental Agreement for the Chaffee County Multijurisdictional Housing Authority, Repealing and Replacing Resolution 2020-31; and

WHEREAS, on July 20, 2021, via Resolution 2021-28, the City Council approve the Intergovernmental Funding Agreement for the Chaffee Housing Authority; and

WHEREAS, The Salida City Council wishes to fund the Chaffee Housing Authority in the manner described in the First Amended and Restated Intergovernmental Funding Agreement for the Chaffee County Housing Authority, attached hereto as Exhibit A; and

WHEREAS, The City Council recognizes the benefits and advantages of working together with other local governments in Chaffee County to establish and fund the Chaffee Housing Authority, and therefore desires to continue participation with Chaffee County and the Town of Buena Vista.

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

1. The City Council incorporates the foregoing recitals as findings by the City Council.
2. The First Amended and Restate Intergovernmental Funding Agreement for the Chaffee County Multijurisdictional Housing Authority, attached as Exhibit

A, is hereby approved, and the Mayor is further authorized to sign the Intergovernmental Agreement.

RESOLVED, APPROVED AND ADOPTED this ____ day of _____, 20__.

CITY OF SALIDA, COLORADO

By _____

Dan Shore, Mayor

[SEAL]

[ATTEST] _____
City Clerk/Deputy City Clerk

**FIRST AMENDED AND RESTATED INTERGOVERNMENTAL FUNDING AGREEMENT
FOR THE CHAFFEE HOUSING AUTHORITY AND ITS MEMBER JURISDICTIONS**

THIS First Amended and Restated Intergovernmental Funding Agreement for the Chaffee County Housing Authority and its Member Jurisdictions (“Agreement”) is made and entered into this _____ day of _____, 2024 by and between: Chaffee County, Colorado, (“County”) a local county government, 104 Crestone Avenue, Salida, Colorado 81201, and the following municipalities: City of Salida (“Salida”), 448 E First Street, Salida Colorado 81201, Town of Buena Vista (“Buena Vista”), 210 East Main Street, Buena Vista, Colorado 81211, and the Chaffee Housing Authority (“Authority”) (Salida and Buena Vista are collectively referred to below as the “Municipalities” and all entities are collectively referred to below as the “Parties”).

RECITALS

The provisions of Section 18 of Article XIV of the Colorado Constitution and C.R.S. § 29-1-203 (allowing Colorado local governments to cooperate or contract with one another to provide any function, service or facility lawfully authorized to each local government) and C.R.S. § 29-1-204.5 (allowing Colorado local governments to contract with each other to establish a separate governmental entity to be known as a multijurisdictional housing authority).

In 2016, the Parties updated a Chaffee County Housing Needs Assessment, which identified a multijurisdictional housing authority as an appropriate mechanism for the County and Municipalities to address affordable/workforce housing needs throughout the County; and in 2016 the Parties created the Housing Policy Advisory Committee to pursue avenues of creating affordable/workforce housing.

In 2017, the County created, with support from the Municipalities, the Chaffee County Office of Housing (“CCOH”) with the mission of enabling all residents of Chaffee County access to safe, stable, and affordable housing through diverse partnerships that create rental and ownership options across the housing spectrum and support a socio-economically diverse community, wherein the regional workforce is able to live locally and benefit from a resilient economy.

It is in the interest of all the Parties that there is an adequate supply of safe and suitable housing that is affordable for all citizens of the county. The County, Salida, and Buena Vista recognize the benefits and advantages obtained by working together, established and created a multijurisdictional housing authority and formed the Chaffee Housing Authority (“Authority”) on October 15, 2020, by executing an intergovernmental agreement (“Authority IGA”) between the Parties to be effective as of that same date. The Authority IGA allows the CCOH to transition into a multijurisdictional housing authority.

Article V, Section (f) of the Authority IGA establishing the Chaffee County Multijurisdictional Housing Authority provides that the Parties would enter into a cost sharing agreement, which would provide, at a minimum, funding for the Authority for the first three full calendar years after the appointment of the Authority’s original board of directors.

The original Board of Directors was appointed by the Parties and first convened on February 18, 2021.

The Parties negotiated and entered into a cost sharing agreement Intergovernmental Agreement (“Funding IGA”) in July 2021 for purposes of providing funding for the Authority for fiscal years 2021-2024 (“Initial Term”), as recorded with the Chaffee County Clerk and Recorder’s Office on February 16, 2022 at Reception Number 478142. The original Funding IGA is set to expire on December 31, 2024.

The Parties now desire to amend and restate their fulfillment of the requirements of the Authority IGA

by entering into this Agreement for purposes of funding the Authority for fiscal years 2025 and 2026.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and obligations herein set forth, the Parties hereby mutually agree as follows:

1. Term. The term of this Agreement shall commence as of the effective date hereof and shall expire, subject to earlier termination in the event of non- appropriation as hereinafter provided, on December 31, 2026. Parties agree they shall work in good faith to negotiate any future new or amended Agreement prior to this expiry date.
2. Pursuit of Ballot Measures by the Authority.
 - a. Parties acknowledge that the Authority has expressed its intent to pursue two local ballot measures in November 2024. The first ballot measure will pose a question to the Chaffee County electorate to lift the Taxpayer Bill of Rights (TABOR) limit on the Authority’s revenues (“de-brucing measure”), per Article X, Section 20 of the Colorado Constitution. The second ballot measure will pose a question to the Chaffee County electorate to levy a 0.5% (one half percent) local sales tax within the boundaries of the Authority’s member jurisdictions (“sales tax measure”).
 - b. Each Party’s elected body respectively approved the Authority’s pursuit of these ballot measures via Resolutions, as follows, per the requirements of the Authority IGA, Article V(b):
 - i. Chaffee County: Resolutions 2024-47 and 2024-58, on August 13, 2024
 - ii. City of Salida: Resolutions 2024-48 and 2024-47 on August 06, 2024
 - iii. Town of Buena Vista: Resolution 2024-59 on August 13, 2024
 - c. Parties agree that the outcomes of these ballot measures will be used to inform the Funding Obligations of the County and Municipalities to the Authority beginning in fiscal year 2026, as described herein.
3. Funding of Authority.
 - a. *Funding Obligations-Generally.* The County, Salida, and Buena Vista agree to provide funding in fiscal years 2025 and 2026 ("Term") to the Authority, subject to the stipulations herein.
 - i. For fiscal year 2025, these parties commit to funding a total aggregate amount of Four Hundred Thousand and 00/100 Dollars (\$400,000) to the Authority.
 - ii. For fiscal year 2026, Parties agree the total aggregate amount of funding shall be contingent upon the outcome of the two CHA ballot measures referred to the Chaffee County electorate in November 2024, as referenced in Section 2 herein. Funding scenarios based on these outcomes are described further in Sections 3.b.ii herein.
 - b. *Shares of Funding to the Authority.* The Parties agree that, subject to future amendments to this Agreement, the responsibility for funding the obligations set forth in Section 2.a herein should be shared by the Parties based on the following:
 - i. For fiscal year 2025, the County will fund the Authority with Three Hundred Thousand 00/100 Dollars (\$300,000) from the county Lodging Tax Reallocation Fund.
 - ii. Additionally, the Parties agree to fulfill respective Shares of Funding to the Authority as follows. These amounts are based on a cost sharing of \$100,000 contribution, apportioned roughly equivalent to Chaffee County population distribution within each jurisdiction:

Chaffee County:	\$ 50,000
City of Salida:	\$ 35,000
Buena Vista:	\$ 15,000
Total:	\$100,000

iii. For fiscal year 2026, Parties agree the aggregate funding amount contributed to the Authority shall be determined contingent upon the outcome of the November 2024 CHA local ballot measures. These outcome scenarios and related funding commitments include:

- If the Sales Tax Ballot Measure Passes, Funding to the Authority from the county and Municipalities will total One Hundred Thousand Dollars and 00/100 (\$100,000):

- The Parties agree to fulfill respective Shares of Funding to the Authority as follows. These amounts are based on a cost sharing of \$100,000 contribution, apportioned roughly equivalent to Chaffee County population distribution within each jurisdiction:

Chaffee County:	\$ 50,000
City of Salida:	\$ 35,000
Buena Vista:	\$ 15,000
Total:	\$100,000

- If the Sales Tax Ballot Measure Fails, Funding to the Authority will total of Four Hundred Thousand Dollars and 00/100 (\$400,000):

- The County will fund the Authority with Three Hundred Thousand 00/100 Dollars (\$300,000) from the Lodging Tax Reallocation Fund.
- Additionally, the Parties agree to fulfill respective Shares of Funding to the Authority as follows. These amounts are based on a cost sharing of \$100,000 contribution, apportioned roughly equivalent to Chaffee County population distribution within each jurisdiction:

Chaffee County:	\$ 50,000
City of Salida:	\$ 35,000
Buena Vista:	\$ 15,000
Total:	\$100,000

- If the Sales Tax Ballot De-Brucing Ballot Measure Fails, regardless of outcome of the Sales Tax ballot measure, Funding to the Authority will total One Hundred Eighty Five Thousand and 00/100 (\$185,000):

- The Parties agree to fulfill respective Shares of Funding to the Authority as follows. These amounts are based on a cost sharing of \$185,000 contribution, apportioned roughly equivalent to Chaffee County population distribution within each jurisdiction:

Chaffee County:	\$ 135,000
City of Salida:	\$ 35,000
Buena Vista:	\$ 15,000
Total:	\$185,000

c. *Payment Dates.* The Parties shall pay their respective Shares of Funding sum due to the Authority not later than January 15th of the year in which the Funding amounts have been committed to the Authority. For any amounts committed from and paid out of the county Lodging Tax Reallocation Fund, the County will disburse the first half of the total annual committed amount by June 15th, and the second half of the total annual committed amount by October 15th.

d. *Budgetary Surplus.* Any surplus of funds that remain at the end of a funding cycle may be carried

over for use by the Authority, to the extent permitted by law.

- e. The Parties agree they may mutually agree to amend the aggregate funding obligation for the Authority.

4. Services Provided by the Authority.

- a. *Basic Services.* In return for the funding provided by the Parties, the Authority agrees it shall provide the Parties the following services:

- i. To plan, finance, acquire, construct, reconstruct, manage, and operate housing for households located within the jurisdiction of the Authority, in particular, low- to moderate-income households;
- ii. To provide administrative management of deed restrictions as utilized by the Parties and as recorded with the Clerk & Recorder's office of Chaffee County. This includes tenant and/or homebuyer education, qualification, placement, and wait-list management for those deed restricted properties;
- iii. To administer and implement housing related programs including, but not limited to, education and advocacy around housing with the general public, housing insecure populations, and elected officials, rental assistance programs including assisting and facilitating connections with other established rental assistance programs already in existence;
- iv. To coordinate, facilitate, or otherwise lead through coordination with the County and Municipalities, the regular updating of Housing Needs Assessments and other housing-related data across the Authority's jurisdiction; Parties acknowledge the expense of engaging external consultant(s) for conduct and completion of Housing Needs Assessment analysis and reporting is not specifically included in the Section 3 Funding Obligations above and may need to be negotiated separately.
- v. To perform advocacy, education, and other proactive efforts to further affordable housing solutions at the local, state, and regional levels;
- vi. To participate, as invited by the Parties, in pre-application meetings, development meetings and public hearings, and other work associated with advising land use applicants and applications towards greater affordability as defined in the then-current Housing Needs Assessment;
- vii. To make and enter into contracts with any person, including, without limitation, contracts with state or federal agencies, private enterprises, and nonprofit organizations;
- viii. To adopt, by resolution, bylaws or regulations respecting the exercise of its powers and the carrying out of its purposes;
- ix. To employ agents and employees;
- x. To cooperate with state and federal governments concerning the financing of housing projects and programs;
- xi. To maintain liaisons and relationships with regulatory agencies, local officials, community-based organizations, interpreting and explaining the Agencies programs, policies, services, needs, and other matters of mutual interest, including providing a minimum of bi-annual reports regarding Authority operations and outcomes to the Parties.

- b. *Additional Services.* The Parties agree the Authority may also conduct and/or partner on the following services:

- i. To acquire, hold, lease (as lessor or lessee), sell, or otherwise dispose of any real or personal property, commodity, or service;
- ii. To condemn property for public use, if such property is not owned by any governmental entity or any public utility and devoted to public use pursuant to state authority; provided, however, that the use of the condemnation by the Authority shall occur with the concurrence of the participating local government jurisdiction where the proposed condemnation action is located;

- iii. To levy, in all of the area within the boundaries of the Authority, a sales or use tax, or both, upon every transaction or other incident with respect to which a sales or use tax is levied by the state.
 - iv. To levy, in all of the area within the boundaries of the Authority, an ad valorem tax; provided, however, that the use of taxing authority by the Authority shall occur only with the concurrence of all of the participating local government jurisdictions prior to submission for voter approval.
 - v. To fix, maintain, and revise fees, rents, security deposits, and charges for functions, services, or facilities provided by the Authority;
 - vi. To issue revenue or general obligation bonds according to state law;
 - vii. To establish, and from time to time increase or decrease, a development impact fee and collect such fee from persons who own property located within the boundaries of the Authority who apply for approval for new residential, commercial, or industrial construction in accordance with applicable ordinances, resolutions, or regulations of any county or municipality.
 - viii. To establish enterprises or other mechanisms, as appropriate and legally permissible, for the ownership, planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, or operation or any combination of the foregoing, of housing projects or programs as authorized C.R.S. § 29-1-204.5 and by this section on the same terms as and subject to the same conditions provided in C.R.S. § 43-4-605.
 - ix. To propose a referred measure to the electorate providing that the Authority is authorized to collect and spend or reserve all revenues of the Authority from existing property and sales or use taxes, non- federal grants and other revenue sources in any given year or in perpetuity to fulfill any of the prescribed purposes of the Authority, notwithstanding any limitation set forth in Article X, Section 20 of the Colorado Constitution.
- c. *Use of Authority Services.* The Parties agree that each Party may reasonably, as determined by the Authority, and agreed upon by a majority of its Directors/Members, utilize the Authority for tasks and projects related to the housing goals of the Authority within each Party's respective jurisdiction when the Authority has the skill, talent and expertise to perform.
 - d. *Additional Services.* The Authority may negotiate and accept payment fee(s) for Additional Services provided to a Party, if those services are in excess of what the Authority can reasonably provide within the Funding and scope of Basic Services described herein. Any fee(s) for Additional Services shall fairly represent the value of the Additional Services provided by the Authority. Any payment to the Authority for Additional Services shall be paid to the Authority directly by the benefitting Party(s) and shall not obligate all Parties to cost sharing for those Services.
5. Reporting. No later than March 30 of each year, the Authority shall provide written report to the elected bodies of the County and Municipalities on its use of Funding, detailing the projects, programs, and work fulfilled through the funding provided within the prior fiscal year, including information on, at minimum, the number of deed-restricted units managed, the number of tenants and homebuyers qualified and placed, educational and advocacy-focused work, status of Housing Needs Assessment and other pertinent housing data, utilization of rental deposit and subsidy programs, as well as status of capital projects and private developer partnerships.
 6. Appropriations. Because this Agreement involves the expenditure of public funds, this Agreement is contingent upon continued availability of such funds for payment. The obligations of the County, City of Salida, and Town of Buena Vista shall not constitute a general obligation, indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the constitution or the laws of the State of Colorado.
 7. General Provisions.
 - a. *Amendment.* This Agreement may be amended only by a written instrument signed by the parties to this Agreement.
 - b. *Severability.* If a tribunal of competent jurisdiction determines that any provision of this

Agreement is void, illegal, or unenforceable, the other provisions will remain in full force and effect. Any provision determined to be void, illegal, or unenforceable will be limited so that this Agreement will remain in effect to the fullest extent permissible by law.

- c. *Termination of Prior Agreements.* This Agreement cancels and terminates, as of its effective date, all prior agreements between the parties relating to the services covered by this Agreement, whether written or oral or partly written and partly oral.
- d. *Third Party Beneficiary.* The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity other than the Parties to this Agreement shall have any right, legal or equitable, to enforce any provision of this Agreement.
- e. *Notices.* All notices shall be in writing. Notices will be deemed to have been duly given if delivered personally or if mailed via certified mail (return receipt requested and postage prepaid) and confirmed by such certified mail receipt, given by facsimile or e-mail confirmed by receipt, or sent by courier confirmed by receipt, addressed to the party at the address set forth below or at such other address as either party may designate to the other in accordance with this Section. Notices shall be deemed to be given on the date of receipt, except that if delivery is refused, notice shall be deemed given on the fifth (5th) day after it is sent.
- f. *Counterparts.* The parties may execute this Agreement in any number of counterparts, each of which will be deemed an original.
- g. *Controlling Law and Jurisdiction.* The interpretation and performance of this Contract shall be construed under the laws of Colorado, without regard to choice of law principles. In the event of litigation, jurisdiction and venue shall be in the Chaffee County District Court.

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

Chaffee County

Town of Buena Vista

By: _____ P.T

By: _____

Wood, Chairperson

Chaffee County Board of
Commissioners

ATTEST:

ATTEST:

Date: _____

Date: _____

City of Salida

By: _____

ATTEST:

Date: _____

Chaffee County Housing Authority

By: _____

ATTEST:

Date: _____



DEPARTMENT UPDATES

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	September 17, 2024

Administration and Human Resources

- The City was awarded several grants over the last couple of weeks:
 - Energy Efficiency and Conservation Block Grant - \$187,000. In partnership with Chaffee County, this funding will assist us in coordinating more region-wide sustainability efforts.
 - Department of Local Affairs Renewable and Clean Energy Initiative - \$386,250. Installation of solar panels on the new fire station.
 - Colorado IRA Urban and Community Forestry Grant Program - \$250,000. These funds will allow the city to increase engagement in the adopt-a-tree program, focusing on the East Side of town and along Oak Street.
 - Upper Arkansas Area Council of Governments Mini-Grant Program - \$1625. We will use these funds to purchase and install new bike racks at the Touber Building.

Arts and Culture

- An exhibit was hung in the Paquette Gallery featuring works by a selection of artists from last year's Valley Visions Art Show that won jury and/or audience accolades. The artists were recognized at the reception held during the monthly Creative Mixer, which was attended by 45 people. Additionally, local musician Jamie Adamson entertained the attendees.
- The Community Mosaic Project kicked off with twice-weekly workshops where members of the community are assisting artist Anne Walker with the physical design of panels for a river and trout mural which will be installed on the playground surround at Chisolm Park. The project is approved and partially funded by the Public Art Commission.
- The performance highlights of the month came from both the continuation of the free Summer Concert and the annual Jazz Fest in Riverside Park. The two performances were attended by a total of 2,750 people.
- The SteamPlant and Scout Hut played host venues to many municipal, county, educational, business and non-profit groups, including Colorado Parks & Wildlife, Starpoint, Dept. of Human Services, Collegiate Peaks Forum Series, Chaffee County Clerk & Recorder, Heart of the Rockies Bar Assoc., RedLine Art and Water Education Colorado. All total the LISTED events/meetings were attended throughout the month by 497.
- TOTAL GUESTS Attending 54 Events/Meetings for August = 4,628
 - Number of free arts and culture events/no admission = 18
 - Number of attendees at free events = 3,056
 - Number of events paying rental fees = 24
 - Number of entities using the facilities = 32





DEPARTMENT UPDATES

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	September 17, 2024

City Clerk

- Processed 6 CORA requests. We have processed 64 CORA requests so far in 2024.
- Processed several amplified sound permits for a total of 156 permits issued this year.
- Processing a few new liquor licenses, a transfer of liquor license, a change of location and several Liquor License renewals.
- Processing a transfer of ownership for 1 retail marijuana business which will go before the Marijuana Licensing Authority soon.
- The September Municipal Court has 36 cases.
- Attended the Special Event committee meeting to review the upcoming September and October special events
- We have advertised hiring a new Deputy City Clerk because Amanda is leaving us at the end of December. We will be interviewing candidates in the next couple of weeks.

Community Development

- **Building Permits:** Building permits continue to be slightly slower relative to recent years—very likely related to existing higher interest rates but also expectations of interest rates falling in the near future—which has us gearing up for an influx towards the end of the year/beginning of next. Thus far through 9/12/24, we have seen 104 total building permits, including 150 new residential units. At this time in 2023, we had seen 191 total building permits, inc. 123 new residential units. In 2022, we had seen 138 total building permits, inc. 58 new residential units. In 2021, we had seen 172 total building permits, inc. 139 new residential units.
- **1st and D Apartments Project:** Artspace has chosen MW Golden, out of Castle Rock, to be the general contractor on the project. MWG will assist with final designs, coordinate cost estimating, and eventually commence construction (estimated early 2025). MWG is currently finalizing a relatively similar affordable workforce housing project (22 rental units) in Frisco called Granite Park.
- **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.
- **APA Colorado 2024 Conference:** Bill and Kristen will be attending the conference held Oct. 2-4 in Loveland. Bill will also be presenting a session on the South Ark Neighborhood Master Plan process, along with the consultants from Studio Seed, as an example of a large project with a multitude of interests and the sausage-making of consensus and concessions.
- **Planning Commission Vacancy:** Ads for the Planning Commission vacancy have been inserted into the paper, advertised on social media, and posted on flyers around town. The announcement currently closes September 23rd and it is expected that interviews with City Council will happen sometime in October.
- **New Year's Eve Downtown Celebration:** Plans are in the works for a fun downtown New Year's Eve event with a Salida-style "ball drop" this year. Details forthcoming, but we will be encouraging downtown businesses to remain open late that night and perhaps to even host events that will complement the countdown and help ring in the New Year right.

Finance

- Staff continues to work with the Finance Committee and Council on the 2025 spending plan (budget).
- Work continues with UMB Bank on an updated Financial Management Plan
- Required SEC continuing disclosure reporting for the Certificates of Participation issued to finance the fire station has been completed.



DEPARTMENT UPDATES

DEPARTMENT Administration	PRESENTED BY Christy Doon - City Administrator	DATE September 17, 2024
-------------------------------------	--	-----------------------------------

- An intern (Kyndra Johnson) joined the Finance Office work team. Kyndra hopes to be an accountant and I have no doubt she will be a fantastic one.
- Kristen Hussey is back to work full time, she reports that she only had a bit of catch up and rework to do since we all worked hard to keep her work accurately up to date

Finance Office - Key Operating Metrics - 2024								
	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>
Number of front desk customers served	264	212	167	212	214	154	255	241
Number of invoices paid	364	328	338	443	353	353	472	402
Number of utility bills processed	4,261	4,263	4,268	4,270	4,292	4,298	4,315	4,328
Number of online utility payments received	2,704	2,725	2,778	2,746	2,769	2,805	2,780	2,855
Number of delinquent utility accounts processed	325	383	397	294	371	374	334	375
Number of journal entries prepared	90	75	87	59	59	47	46	55
Number of payroll checks processed	456	341	321	478	314	317	387	329
Number of utility service orders processed	183	94	95	85	78	48	94	64
Number of new construction utility accounts set up	22	21	10	7	5	5	4	12
Number of Accounts Receivable billings	39	36	50	54	51	43	48	36

Fire

- Rattlesnakes-Rattlesnakes can be very dangerous in the fall because the cooler temperatures make them more likely to be out during the daylight hours. As they prepare for hibernation, they need to hunt and consume more food to build up their energy reserves. This increase in activity means that hikers, campers, and anyone enjoying the great outdoors should be extra cautious. Wearing sturdy boots and long pants can help protect against bites, and it's wise to stay on well-trodden paths where snakes are less likely to be encountered. Always be aware of your surroundings and listen for the telltale rattle, which serves as a warning to keep your distance.

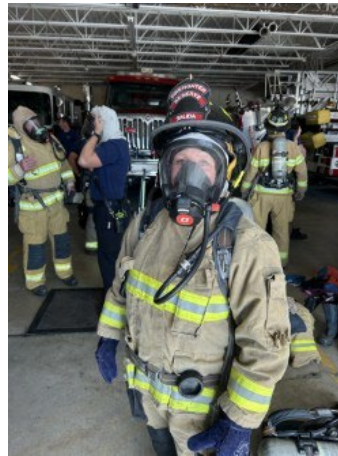


- Gas Leak-The Salida Fire Department (SFD) responded to a gas leak at Chilcott Street and Blake Avenue caused by damage to a 2-inch high-pressure gas line during construction. Crews evacuated a two-block radius due to safety concerns, checked gas levels in nearby homes, and deployed handlines. The Salida Police controlled traffic, while Chaffee County EMS stood by for medical assistance. Atmos Energy was called for repairs. The incident was resolved safely with no injuries, demonstrating effective coordination among agencies to ensure community safety.



DEPARTMENT UPDATES

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	September 17, 2024



- **Fire Ops 101-** The Salida Fire Department organized a Fire Ops 101 class to showcase various tasks performed by firefighters. This program aims to educate the public and enhance their understanding of the challenging work that firefighters undertake. During this session, department heads participated and had the opportunity to enter the live burn trailer provided by the state. Currently, Salida and the South Valley lack a dedicated live burn facility, but this is a goal that Chief Jonke is actively pursuing.
- **Intergovernmental Agreement -** The Salida Fire Department and South Arkansas Fire Protection are currently finalizing details of an Intergovernmental Agreement (IGA) to deliver fire services to the Salida area. Many may not be aware that these two organizations collaborate closely and are both led by Chief Jonke. The primary objective of the South Arkansas board is to ensure community fire protection, and they are presenting a plan aimed at retaining firefighters, as recent studies show that wages are 23% below the midpoint.



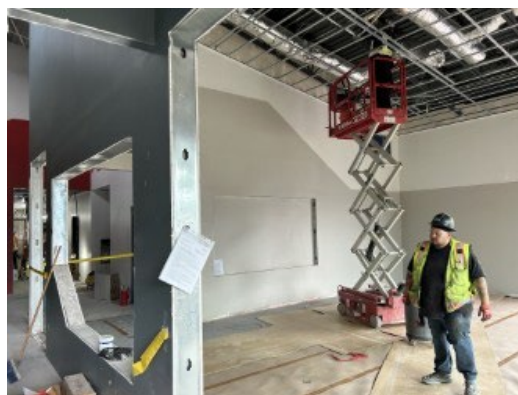
- **Commemorating 9-11-**The fire department will always honor the memory of the 343 firefighters who tragically lost their lives in 2001. In tribute to the brave and perilous journey they undertook that day, firefighters ascended the bleacher stairs at the high school to pay homage. Our firefighters remain prepared to make sacrifices for our community.
- **Firehouse Construction Update -** The construction of the firehouse is progressing smoothly and is expected to be finished by the end of the year. This new facility is long overdue, as it replaces the existing firehouse, which is 124 years old—well beyond the typical lifespan of 75 years. Currently, paint is being applied to the drywall,



DEPARTMENT UPDATES

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	September 17, 2024

and interior details are beginning to take shape. Members of the department are thrilled about the new facility, as it will significantly enhance training opportunities.



Parks and Recreation

- Parks
 - Staff are working with Tony Boone on the skills parks upgrade at the Arkansas Foothills trail system entrance.
 - Added additional signage along the Monarch Spur Trail.
 - Purchased an events trailer and new admin hybrid vehicle.
 - Prepping downtown skate park for scooter competition.
 - Worked with PD to breakdown encampments on our monitored conservation easement land in the foothills.
 - Pedestrian wayfinding beacons are being installed over the next few weeks.
 - Got wifi installed at the Chisolm Clubhouse.
 - Terra Firma is doing some clearance and hazardous branch removal along the river path and at the Touber Building grounds.
- Had an electrician repair the timeclock for the basketball court lights at Alpine Park.
 -
- Aquatics
 - Fall/Winter/Spring Hours of Operation:
 - Mon - Thurs: 6am - 1pm & 4-8pm
 - Fri 6am - 8pm
 - Sat 10:30am - 6pm
 - Sun 12-6pm
 - Adjusted Hours at the Aquatic Center
 - Current Hours for Monday - Thursday are: 6am - 1pm & 4 - 8pm
 - beginning Monday 9/9, on Mondays the facility will still open from 6am - 1pm, but there will be no afternoon/evening hours
 - Labor Day Hours 9/2/24
 - 8am - 1pm & 4 - 8pm



DEPARTMENT UPDATES

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	September 17, 2024

- Fall Closure of the Facility 9/30 - 10/13
 - The Salida Hot Springs Aquatic Center will be closed for planned, bi-annual maintenance and cleaning.
 - Pool staff will be required to work 5 hours over the shutdown. Contact Jennifer to arrange your schedule.
 - For the most up to date schedule adjustments, please visit Instagram or Facebook @salidaparksandrec
- Lifeguard Training
 - 9/16 from 6pm-7:30pm
 - CPR/Bloodborne Pathogens
- Family Fun Night
 - 9/19 5pm-8pm
- Adult Hot Soak
 - 9/27 7:30pm-9:30pm
- Water Pilates
 - Starts 9/12 & every Thursday 8-9am
 - This class combines traditional Pilates' moves with natural resistance of water with water-specific exercise equipment to build core strength and aid in proper body alignment.
- 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
 - Have finished for the year.
 - Adult Kickball
 - Games started Wednesday 8/14 at Marvin Park Softball Field and end October 3.
 - Youth Football
 - Tackle started August 12 and Flag started August 14
 - Mobile Recess
 - Is done for the summer season!
 - Touch a Truck
 - Touch-a-truck is coming up on September 21st!
 - 10am - 2pm. 10am - 11am is a horn/siren-free hour
 - 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
 - This activity started on August 23 and will take place at the Salida Play Park.
 - Heart of the Rockies Halloween



DEPARTMENT UPDATES

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	September 17, 2024

- 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.
- Salida Skateboard Jam
 - Registration opens today! Link to [registration](#)
 - Youth skateboard competition for ages 17 & under
 - Saturday 10/12, 11am athlete check-in, Noon competition starts
 - Centennial Park Skatepark
- Youth Basketball
 - Youth basketball registration should open for the 2025 season starting September 16
- 10k-a-day
 - The 10k-a-day step challenge will be back in November! Look for more details to come.
- New Year's Day 5k
 - This year's race will feature a new course, and a timer. Registration will be \$15 and will open in early October.
- Facilities
 - Hire an Operator in Responsible Charge at the Pool to maintain Colorado Department of Public Health and Environment compliance
 - Facilities Supervisor position accepted and expected to start Oct 2nd
 - Comparing new Touber Building signs and wayfinding
 - Fixing leaky roof in the SteamPlant Event Center
 - Replacing both swimsuit spinners at the Aquatic Center.
 - Getting pricing on 2025 budget requests.
 - Working on repairs to the Steam Plant and Scout Hut's HVAC systems.
 - Had gates serviced at PW and MUF.
 -
- Events
 - Event: Farmers Market
 - Date(s): 9/21 (+ every Saturday thru October)
 - Time: 8am - Noon
 - Location: Alpine Park
 - Attendance: 300
 - Event: Salida XC Classic
 - Date(s): 10/5
 - Time: all day
 - Location: South Ark
 - Attendance: 500
 - Event: Salida Art Walk
 - Date(s): 10/11 - 10/13
 - Time: all day



DEPARTMENT UPDATES

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	September 17, 2024

- Location: F St, Riverside Park, downtown art galleries
- Attendance: 800 in & out across various venues
- Event: Single Speed USA
 - Date(s): 10/11 - 10/13
 - Time: all day
 - Location: S Mountain, Monarch Spur, Methodist Mt
 - Attendance: 250
- Event: Riverside Ramble
 - Date(s): 10/12
 - Time: 8am - 2pm
 - Location: Start/Finish at SteamPlant sculpture yard, race on Sackett/city streets (after party at the Office Bar)
 - Attendance: 100

Police

No Report

Public Works

- Planning/Engineering/Construction
 - Planning and Construction
 - Streets
 - Oak Street – Utility and storm sewer construction for Phase 1 complete. Curb and sidewalks underway.
 - 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 –Mesa Ln design underway based on Council work session feedback.
 - South Ark Neighborhood – Design contract executed, and kickoff meeting planned.
 - Working with Finance Department and financial consultant on Utility Rate Study updates and Budget
 - Attended Rocky Mountain Water and Environment Conference. Review of regs and continuing education
 - Utilities
 - Current priorities include annual sewer line cleaning and CCTV inspection for condition assessment.
 - SCADA overhaul and upgrades underway. WTP equipment upgrades to assist with automation.
 - Smart Meter upgrades underway
 - Other CIP Items:
 - Pasquale – generator installation completed. Completion of programming remains.



DEPARTMENT UPDATES

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	September 17, 2024

- Concrete Maintenance Project – project awarded. Work includes point repairs and sidewalk improvements
- Operations
 - Streets
 - Annual tree pruning project underway.
 - Asphalt crack sealing project planning underway.
 - Storm drainage and culvert cleaning.



Oak Street Curb and Sidewalk Fronting Fire Station