



CITY COUNCIL REGULAR MEETING

448 E. 1st Street, Room 190 Salida, Colorado 81201
September 06, 2022 - 6:00 PM

AGENDA

Please register for Regular City Council Meeting

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

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

To watch live

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

CALL TO ORDER

Pledge of Allegiance

Roll Call

Civility Invocation

1. Civility Invocation

CONSENT AGENDA

2. Approve Agenda

3. Approve August 16, 2022 Minutes

4. Approve Final Settlement for the 2022 Asphalt Maintenance Project

5. Approve Final Settlement for the Low Zone Water Line Replacement Project

6. Approve of Change Order #1 – Skate Park Landscaping Contract

7. Approve Ground Lease Agreement for Harriet Alexander Field

8. Approve Construction Contract – Harriet Alexander Field – Pavement Management

CITIZEN COMMENT–Three (3) Minute Time Limit

9. Public Comment

UNFINISHED BUSINESS / ACTION ITEMS

10. **Ordinance 2022-15** AN ORDINANCE OF THE CITY OF SALIDA, COLORADO ANNEXING TO THE CITY OF SALIDA A CERTAIN TRACT OF LAND IN UNINCORPORATED CHAFFEE COUNTY KNOWN AS THE NEWMAN ANNEXATION, **FINAL READING AND PUBLIC HEARING**

11. **Ordinance 2022-16** AN ORDINANCE OF THE CITY OF SALIDA, COLORADO, ZONING CERTAIN REAL PROPERTY KNOWN AS THE NEWMAN ANNEXATION AS HIGH DENSITY RESIDENTIAL (R-3) ZONE DISTRICT, **FINAL READING AND PUBLIC HEARING**

12. **Ordinance 2022-17** AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO SUBMITTING BALLOT QUESTIONS TO THE ELECTORS OF THE CITY, IN ACCORDANCE WITH ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, CONCERNING THE IMPOSITION AND INCREASE OF CERTAIN OCCUPATION TAXES ON THE BUSINESS OF LEASING OR RENTING SHORT-TERM ACCOMMODATIONS, **FINAL READING AND PUBLIC HEARING**

NEW BUSINESS / ACTION ITEMS

13. Amplified Sound Permit for High Side!, **PUBLIC HEARING**

14. **Resolution 2022-40** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, MAKING FINDINGS OF FACT, DETERMINATIONS, AND CONCLUSIONS CONCERNING THE NEWMAN ANNEXATION

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.

15. **Resolution 2022-41** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING AN ANNEXATION AGREEMENT WITH CHRISTOPHER AND ALEXANDRIA NEWMAN FOR THE ANNEXATION OF CERTAIN REAL PROPERTY INTO THE CITY
16. **Resolution 2022-42** A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING THE DEVELOPMENT AGREEMENT FOR THE JANE'S PLACE PLANNED DEVELOPMENT
17. **Resolution 2022-43** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, AUTHORIZING THE PURCHASE OF REAL PROPERTY AND APPROVING A PURCHASE AND SALE AGREEMENT

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Council Reports

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

Mayor Report

Treasurer Report

Attorney Report

Staff Reports

BOCC Report

ADJOURN



City Clerk | Deputy City Clerk

Mayor Pro Tem Justin Critelli



CIVILITY INVOCATION

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

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



CITY COUNCIL REGULAR MEETING

448 E. 1st Street, Room 190 Salida, Colorado 81201
August 16, 2022 - 6:00 PM

MINUTES

CALL TO ORDER

Pledge of Allegiance

Roll Call

PRESENT

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

Civility Invocation

CONSENT AGENDA

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

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

THE MOTION PASSED.

Approve Agenda

Approve August 2, 2022 Minutes

Approve Fiber Festival Special Event Permit

CITIZEN COMMENT—Three (3) Minute Time Limit

Jon Terbush, Ben Gilling, Kirby Perschbacher, Cory Riggs, and James Flatten spoke during Public Comment.

UNFINISHED BUSINESS / ACTION ITEMS

Ordinance 2022-12 AN ORDINANCE OF THE CITY OF SALIDA, COLORADO ANNEXING TO THE CITY OF SALIDA A CERTAIN TRACT OF LAND IN UNINCORPORATED CHAFFEE COUNTY KNOWN AS SALIDA FIRE STATION ANNEXATION, **FINAL READING AND PUBLIC HEARING**

Mayor Shore opened the Public Hearing. Planner Kathryn Dunleavy presented the Ordinance.

Donna Rhoads spoke about the Ordinance.

Shore closed the Public Hearing.

Council discussed the Ordinance.

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.

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

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

THE MOTION PASSED.

Ordinance 2022-13 AN ORDINANCE OF THE CITY OF SALIDA, COLORADO, ZONING CERTAIN REAL PROPERTY KNOWN AS SALIDA FIRE STATION ANNEXATION AS COMMERCIAL (C-1) ZONE DISTRICT, **FINAL READING AND PUBLIC HEARING**

Mayor Shore opened the Public Hearing. Planner Kathryn Dunleavy presented the Ordinance.

Hearing no comment, Shore closed the Public Hearing.

Council discussed the Ordinance.

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

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

THE MOTION PASSED.

Ordinance 2022-14 AN ORDINANCE OF THE CITY OF SALIDA, COLORADO, REZONING CERTAIN REAL PROPERTY KNOWN AS LOT 15, WEST END MAJOR SUBDIVISION FROM MEDIUM DENSITY RESIDENTIAL DISTRICT (R-2) TO HIGH DENSITY RESIDENTIAL DISTRICT (R-3), **FINAL READING AND PUBLIC HEARING**

Mayor Shore opened the Public Hearing. Planner Kathryn Dunleavy presented the Ordinance.

The applicant, Tory Upchurch, presented their request.

Hearing no public comment Shore then closed the Public Hearing.

Council discussed the Ordinance.

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

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

THE MOTION PASSED.

NEW BUSINESS / ACTION ITEMS

Resolution 2022-36 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, MAKING FINDINGS OF FACT, DETERMINATIONS, AND CONCLUSIONS CONCERNING SALIDA FIRE STATION ANNEXATION

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

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

THE MOTION PASSED.

Resolution 2022-39 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING CITIZEN APPOINTMENTS TO THE PLANNING COMMISSION/BOARD OF ADJUSTMENT PURSUANT TO SECTION 2-7-10 OF THE SALIDA MUNICIPAL CODE.

Council Member Kasper moved to appoint Brian Colby as a Regular Member of the Salida Planning Commission, term to expire on August 16, 2026 and appoint Laura Wancura Atwood as an Alternate Member, term to expire on February 15, 2026. Seconded by Council Member Templeton.

Council discussed the Resolution.

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

THE MOTION PASSED.

Ordinance 2022-15 AN ORDINANCE OF THE CITY OF SALIDA, COLORADO ANNEXING TO THE CITY OF SALIDA A CERTAIN TRACT OF LAND IN UNINCORPORATED CHAFFEE COUNTY KNOWN AS THE NEWMAN ANNEXATION, **FIRST READING AND SETTING A PUBLIC HEARING**

Council Member Kasper moved to approve the Ordinance on first reading and set a Public Hearing for September 6, 2022, Seconded by Council Member Templeton.

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

THE MOTION PASSED.

Ordinance 2022-16 AN ORDINANCE OF THE CITY OF SALIDA, COLORADO, ZONING CERTAIN REAL PROPERTY KNOWN AS THE NEWMAN ANNEXATION AS HIGH DENSITY RESIDENTIAL (R-3) ZONE DISTRICT, **FIRST READING AND SETTING A PUBLIC HEARING**

Council Member Critelli moved to approve the Ordinance on first reading and set a Public Hearing for September 6, 2022, Seconded by Council Member Pappenfort.

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

THE MOTION PASSED.

Ordinance 2022-17 AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO SUBMITTING BALLOT QUESTIONS TO THE ELECTORS OF THE CITY, IN ACCORDANCE WITH ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, CONCERNING THE IMPOSITION AND INCREASE OF CERTAIN OCCUPATION TAXES ON THE BUSINESS OF LEASING OR RENTING SHORT-TERM ACCOMMODATIONS, **FIRST READING AND SETTING A PUBLIC HEARING**

Council Member Templeton moved to approve the Ordinance on first reading and set a Public Hearing for September 6, 2022, Seconded by Council Member Critelli.

Council discussed the Ordinance.

Council Member Kasper moved to amend the Ordinance, increasing the Occupational Lodging Tax from the maximum of \$4.82 to \$15.00 per night, per bedroom, and remove the the Annual Occupational License Tax section, Seconded by Council Member Pappenfort.

Council discussed the amendment.

Council Member Kasper withdrew the amendment.

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Council Member Pappenfort moved to amend the Ordinance by increasing the Occupational Lodging Tax from the maximum of \$4.82 to \$15.00 per night, per bedroom, and reduce the Annual Occupational License Tax to \$1,000, Seconded by Council Member Kasper.

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

THE AMENDMENT PASSED.

Returning to the Ordinance as amended,

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

THE ORDINANCE AS AMENDED PASSED.

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Reports were given.

ADJOURN

Adjourned at 7:53 p.m.



City Clerk | Deputy City Clerk

Mayor Dan Shore



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Public Works	David Lady - Public Works Director	September 6, 2022

ITEM

Council Action – Approve Final Settlement for the 2022 Asphalt Maintenance Project
Consent Agenda

BACKGROUND

The 2022 Asphalt Maintenance Project included crack sealing, chip sealing, and overlays to extend the life of pavement. The City periodically performs a geotechnical investigation to evaluate asphalt conditions. This information is used to prioritize rehabilitation and establish the appropriate maintenance activity based on the condition.

FISCAL NOTE

City Council awarded a Construction Contract to GMCO, LLC on March 1, 2022 for the 2022 Asphalt Maintenance Project with a total project budget of \$374,578.00. The final project construction cost was \$358,553.22. The 10% retainage in the amount of \$35,855.32 has been withheld pending approval of final settlement by council. Public Notice of Final Settlement was advertised on August 16th and August 19th, 2022.

GMCO, LLC provided excellent quality of work and coordination with the City throughout the project.

STAFF RECOMMENDATION

To approve final settlement to GMCO, LLC in the amount of \$35,855.32 for the 2022 Asphalt Maintenance Project.

SUGGESTED MOTION

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



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Public Works	David Lady - Public Works Director	September 6, 2022

ITEM

Council Action – Approve Final Settlement for the Low Zone Water Line Replacement Project
Consent Agenda

BACKGROUND

The Low Zone Water Line Replacement Project involved the replacement of approximately 4000 linear feet of large diameter piping infrastructure that was near the end of its useful life. This piping conveys drinking water from the Gallery treatment site to the municipal services area. Replacement of the piping will improve resiliency in providing drinking water to the distribution system.

FISCAL NOTE

City Council awarded a Construction Contract to RMS Utilities, Inc. on June 1, 2021 for the Low Zone Water Line Replacement Project with a total project budget of \$1,762,826.00. The final project construction cost was \$1,572,240.11. The 5% retainage in the amount of \$78,612.01 has been withheld pending approval of final settlement by council. Public Notice of Final Settlement was advertised on August 16th and August 19th, 2022.

RMS Utilities, Inc. provided excellent quality of work and coordination with the City throughout the project.

STAFF RECOMMENDATION

To approve final settlement to RMS Utilities, Inc. in the amount of \$78,612.01 for the Low Zone Water Line Replacement Project.

SUGGESTED MOTION

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



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Parks and Recreation	Diesel Post - Parks and Recreation Director	9/6/22

ITEM

Consent Agenda

Approval of Change Order #1 – Skate Park Landscaping Contract

BACKGROUND

On 4/5/22 Council approved the Salida Skatepark phase 2 landscaping project for \$75,000 and entered into a contract with Altamont Landscaping. During the project, a variety of factors (bullet pointed below) led to increased fees.

- Original Phase 2 skatepark landscaping project budget
 - \$75,000
 - Contract with Altamont Landscaping for \$67,460
 - Add on for
 - Labor+materials to find and install irrigation sleeving: \$1,440
 - Additional rock+mulch needed based on where curbs were poured: \$4,895
 - Irrigation troubleshooting+repairs outside of the original scope of work based on City staff field orders, including relocating a valve box for splash pad, repairs to existing irrigation: \$9,720
 - Deduction of
 - equipment missed in bid: \$4,086
- Additional payment to Altamont
 - \$11,969
- Additional FOSS donation of \$26,000 to the City to assist in landscaping and lighting

STAFF RECOMMENDATION

To approve a change order to increase the project total to \$79,429 and pay Altamont an additional \$11,969.

SUGGESTED MOTION

A City Councilperson should state, “I move to combine and approve the Consent Agenda”, followed by a second and a roll call vote.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Drew Nelson - City Administrator	January 4, 2022

ITEM

Hangar Ground Lease Agreement Amendment for Harriet Alexander Field

BACKGROUND

Harriet Alexander Field is owned and operated by a partnership between Chaffee County and the City of Salida. The airport is managed by a board made up of representatives of both the City and County, and the board makes operational recommendations to both the Board of County Commissioners and the City Council.

The Airport Advisory Board routinely recommends approval of ground leases to allow private parties to construct and occupy airplane hangars on the property of Harriet Alexander Field. Recently, the Board was approached to amend the terms of an existing agreement with John Diesslin to include additional space at the airport. The proposed amendment seeks to lease property adjacent to the original lease that was agreed to in January of 2022, increasing the total leased premises to 10,780 square feet.

FISCAL NOTE

The attached ground leases provide for an annual revenue for the airport of \$0.2111 per square foot of area rented (10,780 square feet). This would equate to \$2,275.66 per year, with adjustments for inflation.

STAFF RECOMMENDATION

Staff recommends that the City Council approve the First Amendment for Ground Lease with John Diesslin as recommended by the Airport Advisory Board.

SUGGESTED MOTION

A City Councilperson should state, "I move to combine and approve the Consent Agenda", followed by a second and a roll call vote.

FIRST AMENDMENT TO GROUND LEASE

This Amended Lease is between the City of Salida, Colorado, a municipal corporation and Chaffee County on behalf of the Chaffee County, State of Colorado, acting by and through the Board of Commissioners of Chaffee County, Colorado (collectively “Lessors”) and John Diesslin, (“Lessee”).

Lessors and Lessee entered into a Ground Lease (“Lease”) on January 4, 2022, which contemplated Lessee leasing the Leased Premises as designated as G2 to construct a hanger and as further stated and contemplated in the Lease.

Lessee has requested to lease G1, the site adjacent to G2 and incorporate G1 as part of the Leased Premise of the Lease. Adding G1 to the Leased Premises of the Lease would increase the total square footage and total annual rent of the Leased Premises (G1 and G2).

This First Amendment to the Lease seeks to amend the Leased Premises to include G1 and G2 and increase the total square footage of the Leased Premises to 10,780 square feet (G1 and G2) with and increase the total annual rent of the Leased Premises to \$2,275.66.

NOW THEREFORE in mutual consideration of the rights and obligations specified below, the parties agree to the following amendment to the Lease:

The term of the Lease for Lessee is amended as follows:

- Page 1, Header: “Site Designation” is amended to reflect that both G1 and G2 will be leased by Lessee and is part of the Leased Premises.
- Page 2, Paragraph 7. Rent, is amended to reflect that “Lessee shall pay to Lessors total annual rent of \$2,275.66 for a total of 10,780 square feet.”
- Page 11, Exhibit A site plan, is amended to reflect that Lessee, John Diesslin, is leasing the site designated as G1 and G2.

All terms, conditions and provisions of the Lease and Exhibit A, except those provisions specifically changed by this Amendment shall remain in full force and effect.

IN WITNESS THEREOF, the undersigned have executed this Amendment to the Agreement.

City of Salida
Lessors

Board of Commissioners of Chaffee County
Lessors

By: _____

By: _____

Print Name: _____

_____, [Acting] Chairman

Title: _____

Date: _____

Date: _____

John Diesslin

Lessee

By: _____

Print Name: _____

Title: _____

Date: _____



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Drew Nelson - City Administrator	August 2, 2022

ITEM

Approval of Construction Contract – Harriet Alexander Field – Pavement Management

BACKGROUND

Airport staff has received bids for pavement management services at Harriet Alexander Field to seal cracks and improve the airport's runway. The project would provide for routine maintenance of the runway to ensure continued quality into the future. This contract's cost will be offset by annual FAA grants for maintenance purposes.

FISCAL NOTE

Total cost of the contract is \$173,650; the City of Salida is responsible for half of the costs of said contract, or \$86,825. This amount can be accommodated in the Airport's budgeted allotment for 2022 via FAA grants.

STAFF RECOMMENDATION

Staff recommends that the City Council approve the contract with American Road Maintenance for pavement management services at Harriet Alexander Field as recommended by the Airport Advisory Board.

SUGGESTED MOTION

A City Councilperson should state, "I move to combine and approve the Consent Agenda", followed by a second and a roll call vote.

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT is made and entered into as of _____, and is by and between American Road Maintenance, Inc. a Colorado corporation (“Contractor”) and the Board of County Commissioners of Chaffee County (“County”).

BACKGROUND:

- A. County desires that Contractor perform the duties of general contractor for the construction of public work for the Runway 6-24 Pavement Maintenance Project for the Salida Airport – Harriet Alexander Field, and as fully described in the Contractor’s Scope of Work attached hereto as Exhibit A (the “Project”).
- B. Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Contract.

CONTRACT:

In consideration of the mutual promises and covenants specified below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Statement of Work. The terms of this Contract are contained in the plans and specifications prepared by Contractor and approved by County, including the Request for Proposal, as well as the Proposal. Such Request for Proposal and Proposal are specifically incorporated as a part of this Contract as Exhibit A. Contractor shall procure the materials, equipment and/or products necessary for the Project and shall diligently provide all services, labor, personnel and materials necessary to perform the Project. Contractor shall faithfully perform the work in accordance with the standards of professional care, skill, training, diligence and judgment provided by highly competent contract professionals performing services of a similar nature to those described in this Contract. Contractor shall further be responsible for the timely completion, and acknowledges that a failure to comply with the within the time limits prescribed by County may result in County’s decision to withhold payment or to terminate this Contract.
2. Independent Contractor. Contractor is an independent contractor and is responsible for all taxes (including employment taxes) and insurance applicable under existing laws with respect to the fees paid under this Contract. Contractor shall not have authority to bind the County in any contract or agreement. Contractor will not participate in any retirement, bonus, welfare or benefit plans of County. Contractor acknowledges that it is not entitled to unemployment insurance benefits or workers’ compensation benefits from Chaffee County,

its elected officials, agents, or any program administered or funded by Chaffee County. Contractor shall be entitled to unemployment insurance or workers' compensation insurance only if unemployment compensation coverage or workers' compensation coverage is provided by Contractor, or some other entity that is not a party to this Contract.

3. Time of Commencement and Completion. Construction under this Contract will begin no later than within fifteen calendar days after the date of receipt of the Notice to Proceed issued by County and shall be completed no later than five (5) weeks after the commencement date (the "Completion Date"). In consultation with the County the Contractor will plan commencement date and construction on this Contract to accommodate and minimize disturbances to scheduled events and other construction projects at the Airport. A Notice to Proceed is attached as Exhibit C. The Completion Date may, at County's sole discretion, be extended if approved by County in writing. If, due to misconduct or neglect, Contractor fails to complete the Project on or before the Completion Date, County may deduct liquidated damages in the amount of \$200.00 from the contract price per day for each day Contractor works beyond this date. Actual damages caused by Contractor's failure to complete this Contract on time are impracticable or extremely difficult to fix; accordingly, the per diem deduction from the contract price will be retained by County as payment by Contractor of liquidated damages, and not as a penalty for failure.
4. Compensation.
 - a. County shall pay and Contractor shall receive the contract price as stipulated in the Notice of Award, attached to this contract as Exhibit B and incorporated herein by this reference, as FULL compensation for everything furnished and done by Contractor under this Contract, including all loss or damage arising out of the work or from the action of the elements; for any unforeseen obstruction or difficulty encountered in the prosecution of the work, including increased prices for or shortages of materials for any reason, including natural disasters; for all risks of every description associated with the work; for all expenses incurred due to the suspension or discontinuation of the work; and for well and faithfully completing the work as provided in this Contract.
 - b. Pursuant to C.R.S. §24-91-103.6(2), County has appropriated sufficient funds to pay for the contract price specified in the Notice of Award.
 - c. Contractor acknowledges that the fees under this Agreement are partly funded by a grant. County reserves the right to discontinue, modify or withhold any payments to be made under this Agreement or to require a total or partial refund of any fees due under this Agreement if the County determines that the grant funds are no longer available to the County, for whatever reason.

5. Expenses. Except as specifically set forth in this Contract, Contractor is responsible for Contractor's expenses and overhead, including without limitation, travel, insurance, material and equipment expenses, and expenses in connection with furthering Contractor's skills or membership in professional societies and organizations.
6. Liability for Damages.
 - a. The County, its officers, agents or employees, shall not in any manner be answerable or responsible for any loss or damage to the work or to any part of the work; for any loss or damage to any materials, building, equipment or other property that may be used or employed in the work, or placed on the worksite during the progress of the work; for any injury done or damages or compensation required to be paid under any present or future law, to any person, whether an employee of Contractor or otherwise; or for any damage to any property occurring during or resulting from the work.
 - b. Contractor shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations, or omissions of Contractor, its employees, agents, representatives or other persons acting under Contractor's direction or control in performing or failing to perform the work under this Contract. Contractor will defend, indemnify and hold harmless County, its elected and appointed officials, employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including but not limited to attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of Contractor, its employees, agents or representatives, or other persons acting under Contractor's direction or control. In addition, the parties reserve the right to bring tort claims in the event of the discovery of an intentional fraud committed during contract performance. Nothing in this indemnification agreement shall be construed in any way to be a waiver of County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended and as may be amended from time to time.
7. Inspection of Work and Materials.
 - a. County may appoint and employ such persons as may be necessary to act as inspectors or agents for the purpose of supervising in the interests of County materials furnished and work done as the work progresses.

- b. County shall at all times have unrestricted access to all parts of the work and to other places where or in which the preparation of materials and other integral parts of the work are being carried on and conducted.
 - c. Contractor shall provide all facilities and assistance required or requested to carry out the work of supervision and inspection by County, including material tests.
 - d. Inspection of the work by the above-mentioned authorities or their representatives shall in no manner be presumed to relieve in any degree the responsibility or obligations of Contractor, or to constitute Contractor an agent of County.
 - e. No material of any kind shall be used in the work until it has been inspected and accepted by County. All rejected materials shall be immediately removed from the premises. Any materials or workmanship found at any time to be defective shall be replaced or remedied at once regardless of previous inspection. Inspection of materials shall be promptly made, and, where practicable, at the source of supply within twenty-four (24) hours of notification. Failure to inspect shall constitute acceptance of materials.
 - f. Whenever the specifications, the instructions of County, or the laws, ordinances or regulations of any public authority require work to be specially tested or approved, Contractor shall give County timely notice of its readiness for inspection, and if the inspection is by another authority, of the date fixed for the inspection.
8. Insurance. Contractor shall not commence work under this Contract until Contractor has obtained all insurance required under this section and the insurance has been approved by the County Administrator or his designee. Similarly, Contractor shall not allow any approved subcontractor to commence work on his or her subcontract until all similar insurance required of subcontractor has been so obtained and approved. County shall be named as additional insureds on all insurance policies required under this Contract. The “additional insured” wording shall be as follows: County of Chaffee, State of Colorado, a body corporate and politic, is named as Additional Insured. All insurance policies must be written in a manner consistent with the requirements of the Standard Form Contract. Contractor shall furnish County prior to the commencement of work under this Contract and annually thereafter copies of company-issued Certificates of Insurance policies obtained by Contractor in compliance with this paragraph demonstrating that the insurance requirements have been met, and Contractor shall ensure that County is notified in writing and at least thirty days in advance of any amendment or cancellation of such policy or policies. These Certificates of Insurance shall also contain a valid provision or endorsement that these policies may not be canceled, terminated, changed or modified without thirty days written notice to the County. The following insurance shall be required:

- a. Commercial General Liability Insurance: At a minimum, combined single limits of \$1,000,000 per occurrence and \$2,000,000 for general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at \$1,000,000 per occurrence and \$50,000 any one fire.
 - b. Automobile Liability. Minimum limits are required to be \$1,000,000.00 for each occurrence. Coverage must include:
 - i. All vehicles owned, non-owned, and hired to be used on the Contract;
 - ii. Medical Payments.
 - c. Workers' Compensation and Employer's Liability: Workers' compensation insurance for all of Contractor's employees engaged in work at the site of the Project including occupational disease coverage in accordance with scope and limits as required by the State of Colorado.
9. Performance and Payment Bond. To secure performance of Contractor's obligations under this Contract, Contractor shall provide County with a Performance and Payment Bond in the amount of the full contract price. Prior to execution of this Contract, Contractor shall provide the form of the Performance and Payment Bond to County for its review and approval. County shall be authorized to draw upon the Performance and Payment Bond to correct any default by Contractor under this Contract, which default shall be determined and substantiated by an Affidavit of Default signed by the County Administrator. The Performance and Payment Bond shall be issued prior to the commencement of any work on the Project and shall be held by County through the warranty period specified in Paragraph 18 below.
10. Notice to Proceed. Notice to Proceed shall be issued by County within ten calendar days of the execution of this Contract by all parties. A sample Notice to Proceed is attached as Exhibit C. If County fails to issue such Notice to Proceed within that time limit, Contractor may terminate the Contract without further liability on the part of either party. Such notice of termination must be tendered in writing to County. Additionally, the parties may mutually agree that the time for the Notice to Proceed may be extended.
11. Prohibition Against Discrimination.
- a. Contractor shall not discriminate because of race, color, religion, sex, age, national origin, marital status, disability or status as a Vietnam veteran, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment-related activities concerning

Contractor's employees. In addition, Contractor affirms that it is an equal opportunity and affirmative action employer, and that it shall comply with all applicable federal, state, and local laws and regulations including, but not limited to, the letter and spirit of the Colorado Anti-Discrimination Act, executive order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1976; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans With Disabilities Act, the Colorado Anti-Discrimination Act; and any additions or amendments thereto. The Equal Opportunity Clauses set forth in 41 CFR § 60-1.4 and 41 CFR § 60-741.5 are hereby incorporated by reference into this Contract.

- b. No contractor, subcontractor or any person on behalf of such contractor or subcontractor, shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, color, religion, sex, sexual preference, or national origin. For each person who is discriminated against or intimidated in violation of the provisions of this Contract, there may be deducted from the amount payable to Contractor by County under this contract a penalty of \$100.00 for each calendar day during which discrimination or intimidation occurred. This Contract may be canceled or terminated by the County, and all monies due or to become due under this Contract may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of this contract. The deduction of any moneys or termination of Contract under this section shall not operate as a bar to any person pursuing individual legal remedies for discrimination.
 - c. In all solicitations by Contractor for any work related to this Contract to be performed under a subcontract, either by competitive bidding or negotiation, Contractor shall notify each potential subcontractor of Contractor's obligations under this Contract, and of all pertinent regulations relative to nondiscrimination and unfair employment practices.
12. Compliance with Laws. Contractor and every subcontractor or person doing or contracting to do any work contemplated by this contract shall keep himself or herself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of his or her contract or any extra work, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not the laws, ordinances or regulations are mentioned in this contract, and shall indemnify County, its officers, agents and employees, against any claim or liability arising from or based on the violation of any such laws, ordinances or regulations.

13. Certificates and Permits. Contractor shall secure at Contractor's own expense all necessary certificates, licenses and permits required in connection with the work contemplated by this Contract or any part of this Contract, and shall give all notices required by law, ordinance or regulation. Contractor shall pay all fees and charges incident to the due and lawful prosecution of the work contemplated by this Contract, and any extra work performed by Contractor. Prior to any final payments for the Project, County shall require Contractor to sign a lien release in the form attached to this Contract as Exhibit D, and may require Contractor to obtain such lien releases from its vendors and subcontractors.
14. Prohibition on Acceptance of Gifts. Pursuant to Section 3 of Art. XXIX of the Constitution of the State of Colorado, County Employees or contractors cannot accept any gifts, meals, theatre or sporting event tickets unless:
- a. the aggregate value of things received from a single source does not exceed \$65/calendar year; or
 - b. the County employee/elected official gave the donor consideration of equal or greater value; or
 - c. an enumerated exception applies.
15. Termination. County may, at its sole discretion, terminate this Contract without liability in the event that Contractor fails to provide the required Certificates of Insurance, or otherwise fails to meet the conditions precedent to issuance of the Notice to Proceed described above. County may also, at its sole discretion, on one week's notice to Contractor, terminate this Contract without liability before the completion date, and without prejudice to any other remedy County may have, when Contractor defaults in the performance of any provision, or fails to carry out the construction of the Project in accordance with the provisions of this Contract.
16. Remedies. Upon termination, County's sole liability to Contractor shall be to pay compensation with respect to the which has been completed, and County shall have the entire right, title and interest in and to such Work. If County terminates this Contract because Contractor has materially breached this Contract, and Contractor fails to remedy such breach within ten days of receipt of written notice of such breach, in addition to other damages which may be due County, Contractor will refund to County within fifteen days of such notice all compensation paid pursuant to this Contract. A material breach of this Contract shall include the failure by Contractor to perform the Work, within the applicable time frames. In addition, County shall have all rights and remedies available at law or equity.
17. Substantial Completion/Acceptance. The date of substantial completion of the Project shall be a date mutually agreed upon by County and Contractor. In the event that County and

Contractor do not reach an agreement as to the date of substantial completion, the County Director of General Administration shall determine such date. Upon the date of substantial completion, Contractor or its engineer shall certify in writing that the improvements have been completed in conformance with the plans and specifications and submit to County a completed acceptance checklist utilizing a form approved by County. Thereafter, and within thirty business days after a request for final inspection by Contractor, County shall inspect the Project and notify Contractor in writing and with specificity of their conformity or lack thereof to the plans and specifications. Contractor shall make all corrections necessary to bring the Project into conformity with the plans and specifications. Once any and all corrections are completed, County shall promptly notify Contractor in writing that the Project is in conformance with the approved plans and specifications, and the date of such notification shall be known as the "Acceptance Date." The Acceptance Date shall coincide with the commencement of the warranty period described in Paragraph 18 below. In accordance with Colorado Revised Statutes § 38-26-107, within thirty days of the Acceptance Date, County shall pay Contractor the amount shown on the final draw request; provided, however, that the amount of funds left from the contract price specified in the Notice of Award are sufficient to cover this amount.

18. Warranty. Contractor represents and warrants that all improvements constituting the Project shall be free from any security interest or other lien or encumbrance. Contractor further represents and warrants that all improvements constituting the Project shall be free of any defects in materials or workmanship for a period of one year and that the work was performed in accordance with the standards of professional care, skill, training, diligence and judgment provided by highly competent contract professionals performing services of a similar nature to those described in this Contract.

Contractor shall warrant any and all improvements constituting the Project constructed for County pursuant to this Construction Contract for a period of twelve (12) months from the Acceptance Date. Contractor shall arrange for County to have the benefit of and the right to enforce all warranties by subcontractors (all tiers), suppliers and manufacturers. Specifically, but not by way of limitation, Contractor shall warrant that:

- a. Any and all improvements constituting the Project shall be free from any security interest or other lien or encumbrance;
- b. All materials and equipment furnish under the Contract shall be of good quality and new unless expressly specified in the Contract; and
- c. The Project and all structures will conform to the requirements of the Contract and shall be free of any defects in materials or workmanship for a period of one year, as stated above and that the work was performed in accordance with the standards of

professional care, skill, training, diligence and judgment provided by highly competent contract professionals performing services of a similar nature to those described in this Contract.

19. Corrections to Project. If any of Contractor's work on the Project is found to be not in accordance with the standards set forth in this Contract (including the Request for Proposal and Proposal), Contractor shall, at Contractor's expense, correct it promptly after receipt of a written notice from County to do so unless County has previously accepted such condition. Such notice shall be either delivered personally or by overnight express courier, or sent by registered or certified mail, postage prepaid, return receipt requested, and must be received by Contractor as soon as practicable after County discovers the defect or the loss or damage caused by such defect, but in no event later than the date that the warranty expires.

20. Change Orders.

- a. Increases to the contract price on account of changes in the work (change orders) are prohibited unless approved in writing by County, with payment of such increase guaranteed by County. Pursuant to Colorado Revised Statutes § 24-91-103.6, as amended, County has, prior to execution of this Contract, made appropriations as specified in the Notice of Award as payment in total for the Project.
- b. Any order or directive regarding additional work must be in writing in order to be enforceable against County. Contractor acknowledges that any work it performs beyond that specifically authorized IN WRITING by County is performed at Contractor's risk and without authorization under this Contract.
- c. No change order or modification increasing the contract price beyond such amount shall be issued unless County provide Contractor with written assurance that lawful appropriations to cover the costs of additional work have been made and the appropriations are available prior to performance of the additional work.
- d. Notwithstanding the above, County shall periodically reimburse Contractor for Contractor's costs (consisting of materials purchased specifically for the Project) in connection with all additional directed work (again, such direction must be in writing) until a change order is finalized. In no instance shall the periodic reimbursement be required before the contractor has submitted an estimate of cost to County for the additional compensable work to be performed.
- e. County shall not be liable for the payment of taxes, late charges or penalties of any nature other than the compensation stated herein.

21. Tax Exemption. Contractor acknowledges and understands that all materials, products and supplies used or consumed on the Project are exempt from state and local sales and use taxes and that such sales and use taxes shall not be included in any applications for payment. Contractor further acknowledges receipt of the County's tax exempt number for itself and all subcontractors and material suppliers associated with the Project
22. Modifications. County may modify this Contract with respect to the arrangement, character, alignment, grade or size of the work or appurtenances whenever in its opinion it shall deem it necessary or advisable to do so. Contractor shall accept such modifications when ordered in writing by the County Administrator or his designee. Any such modifications shall not subject Contractor to increased expense without equitable compensation, which compensation shall be approved by the Chaffee County Board of County Commissioners. If any modification results in a decrease in the cost of work involved, an equitable deduction from the contract price shall be made. These deductions shall be determined by County Administrator or his designee. The determination of any such additional compensation or deduction shall be based on the bids submitted and accepted. No modifications in the work shown on the plans and described in the specifications shall be made, unless the nature and extent of the modifications has first been certified by County in writing and sent to Contractor.
23. Constitutional Requirements. The other provisions of this Contract notwithstanding, financial obligations of County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. County is prohibited by law from making financial commitments beyond the term of its current fiscal year. County has contracted for goods and/or services under this Contract and have reason to believe that sufficient funds will be available for the full term of the Contract. Where, however, for reasons beyond the control of County as the funding entity, funds are not allocated for any fiscal period beyond the one in which this Contract is entered into, County shall have the right to terminate this Contract by providing seven days written notice to Contractor, and will be released from any and all obligations hereunder. If County terminates the Contract for this reason, County and Contractor shall be released from all obligations to perform the Project and make payments, except that County shall be required to make payment for work which has been performed by Contractor prior to the effective date of termination under this provision; and, conversely, Contractor shall be required to complete any work for which County has made payment prior to providing written notice to Contractor of the termination.
24. Governing 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.

25. Successors and Assigns; Assignment; Subcontractors. The rights and obligations of County under this Contract will inure to the benefit of and will be binding upon the successors and assigns of County. Contractor may not subcontract, pledge, assign or transfer either this Contract or any of the payments or benefits under this Contract without the written consent of County.
26. Amendment. This Contract shall not be amended, except by subsequent written Contract of the parties.
27. Captions. The captions in this Contract are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Contract or any part thereof.
28. Attorney Fees. Notwithstanding any provision in any other document or proposal, each party shall be responsible for their own attorney fees and costs in connection with enforcing this Contract.
29. Statutory and Regulatory Requirements. This Contract is subject to all statutory and regulatory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally. Without limiting the scope of this provision, the Contract is specifically subject to the following:
- a. Contract payments may be withheld pursuant to C.R.S. § 38-26-107 if the County receives a verified statement that Contractor has not paid amounts due to any person who has supplied labor or materials for the Project.
30. Priority of Provisions. In the event that any terms of this Agreement and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:
- 1st: This Agreement unless otherwise provided for in a subsequent agreement
 - 2nd: Request for Proposal
 - 3rd: Insurance Requirements
 - 4th: Exhibit 1—Scope of Services and details of Contractor's Fees
 - 5th: Response to Request for Proposals
31. Binding Effect. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns.
32. Survival. All express representations, indemnifications or limitations of liability included in this Contract will survive its completion or termination for any reason.

33. Waiver. Any waiver of a breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.
34. Third Party Beneficiary. The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to County and Contractor, and nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Contract that any person receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.
35. Authority. Each person signing this Contract represents and warrants that he is fully authorized to enter into and execute this Contract, and to bind the party it represents to the its terms and conditions.
36. Counterparts. This Contract may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.

The parties hereto have executed duplicate originals of this Construction Contract on the day and year first written above.

**Contractor: American Road Maintenance,
Inc.**

By: _____

Print Name: _____

Title: _____

Federal ID#: _____

Notice Address:

Fax: _____

City of Salida

By: _____
Dan Shore, Mayor

Notice Address:

Fax: _____

Board of Commissioners of Chaffee County:

By: _____
Greg Felt, Chairman

Notice Address:

Attention: County Attorney
P.O. Box 699
Salida, Colorado 81201
Fax: 719.539.7442

EXHIBIT B
NOTICE OF AWARD

NOTICE OF AWARD TO: American Road Maintenance, Inc.

Project: ANK RW 6-24 Pavement Maintenance Project

Description: Construction of public work for the Runway 6-24 Pavement Maintenance project for the Salida Airport – Harriet Alexander Field.

Chaffee County has considered the bid submitted by you for the above described work.

You are hereby notified that your bid has been accepted for items in the amount of ONE HUNDRED SEVEN THREE THOUSAND SIX HUNDRED AND FIFTY DOLLARS AND ZERO CENTS (\$173,650.00).

You are required to execute the Contract attached to this Exhibit and furnish copies of insurance coverage within ten calendar days from the date of receipt of this notice to you.

If you fail to execute the Contract and furnish the required affidavits and copies of insurance coverage within ten days from the date of receipt of this notice, Chaffee County will be entitled to consider all your rights arising out of its acceptance of your bid as abandoned.

Chaffee County will be entitled to such other rights as may be granted by law.

Dated _____.

BOARD OF COUNTY COMMISSIONERS OF CHAFFEE COUNTY

By: _____
Chairman or Acting Chairman

EXHIBIT C
NOTICE TO PROCEED

NOTICE TO PROCEED TO: American Road Maintenance, Inc.

Date: _____

Project Name: Runway 6-24 Pavement Maintenance project for Salida Airport – Harriet Alexander Field

You are hereby notified to commence work in accordance with the Contract dated _____, on or before must commence work 7 days from signing of the contract, and you are to complete the work within nine (9) Calendar days thereafter. The date of completion of all work is therefore Friday, September 16, 2022.

Dated _____.

BOARD OF COUNTY COMMISSIONERS OF CHAFFEE COUNTY

By: _____
Chairman or Acting Chairman

EXHIBIT D

RELEASE

Mechanic Lien, Miller Act Claim (40 USCA 270), Stop Notice, Equitable Lien, Labor Material Bond Release and Lien on Funds.

From: (American Road Maintenance, Inc.)

To: ()

Project: ()

Owner: ()

1. Subject to receipt of payment of \$ _____, undersigned hereby release all Mechanic's Liens Rights, Miller Act Claim (40 USCA 270), Stop Notice, Equitable Liens, Labor and Material Bond Rights and Liens on Funds (CRS Title 38, Article 26) resulting from labor and/or materials, subcontractor work, equipment or other work, rents, services or supplies heretofore furnished in and for the construction, design, improvement, alteration, additions to or repair of the above described project.
2. The undersigned warrants and represents that all claims against the undersigned or the undersigned's subcontractors and/or materials suppliers have been paid or that arrangements, satisfactory to the owner and contractor, have been made for such payments.
3. In further consideration of the payment made or to be made as above set forth, and to induce the contractor to make such payment, the undersigned agrees to defend and hold harmless the owner, contractor, and/or lender, and/or principal and surety from any claim or claims hereinafter made by the undersigned and/or its material suppliers, subcontractors or employees, servants, agents, or assigns of such persons against the project. The undersigned agrees to indemnify or reimburse all persons so relying upon this release for any and all sums, including attorney's fees and costs, which may be incurred as the result of any such claims.
4. The undersigned acknowledges that the designation of the above project constitutes an adequate description of the property and improvements for which the undersigned has received consideration for this release.
5. This release is for the benefit of and may be relied upon by the owner, the contractor, and any construction lender and the principal and surety on any labor and material bond for the project.
6. Upon fulfillment of the above referenced condition, this shall constitute a complete release of all rights and claims of the undersigned up to and including the _____ Day of _____, 200().

FIRM: _____

BY: _____

TITLE: _____

DATE: _____

WITNESS:



Salida Airport – Harriet Alexander Field
Runway 6-24 Pavement Maintenance
County Project No: TBD
CDOT Project No: 22-ANK-01

Salida Airport – Harriet Alexander Field
Runway 6-24 Pavement Maintenance

County Project No. TBD
CDOT Project No. 22-ANK-01

NON-COLLUSION AFFIDAVIT


I certify that this bid is genuine and is not in any way collusive or sham; that the bid is not with the intent to restrict or prohibit competition; that this firm has not revealed the contents of the bid to, or in any way colluded with, any other firm which may compete for the contract; and that no other firm which may compete for the contract has revealed the contents of a bid to, or in any way colluded with, this firm.

Name of Firm Submitting Bid: American Road Maintenance

Address: 4554 E Eco Industrial Pl Tucson, AZ 85756

Telephone Number: 630-417-0227

Joe Coghill
Name (Type or Print)


Signature

President
Title (Type or Print)

7/25/22
Date

Failure to submit this affidavit signed at the time of bid opening is grounds for disqualification of the bid.



Salida Airport – Harriet Alexander Field
Runway 6-24 Pavement Maintenance
County Project No: TBD
CDOT Project No: 22-ANK-01

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DIVISION I

CHAFFEE COUNTY BIDDING REQUIREMENTS AND AGREEMENT DOCUMENTS

Salida Airport – Harriet Alexander Field
Runway 6-24 Pavement Maintenance
County Project No. TBD
CDOT Project No. 22-ANK-01

BID PROPOSAL

HONORABLE CHAFFEE COUNTY BOARD OF COMMISSIONERS

1. The Undersigned Bidder declares that he has read the Special Provisions, Civil Technical Specifications and all other Contract Documents, has examined and understands the plans, has examined the site of the work and has determined for himself the conditions affecting the work, and he proposes and agrees if this proposal is accepted, to provide at his own expense, all labor, insurance, superintendence, machinery, plant, equipment, tools, apparatus, appliances, and means of construction, and all materials and supplies and to complete, ready for its intended purpose, the entire work and all parts thereof described as included under the contract herein bid upon, in the manner and items prescribed, including all work incidental thereto, according to the plans and contract documents (including the Technical Specifications) and such instructions as the Owner(s)'s authorized agent may give.
2. The Undersigned Bidder, in compliance with the Notice of Invitation to Bid hereby proposes to do the work called for in said specifications and other contract documents and shown on said plans for the said work at the rates and prices on the Bid Schedule on page B-3:

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Salida Airport – Harriet Alexander Field
Runway 6-24 Pavement Maintenance
City Project No: TBD
CDOT Project No: 22-ANK-01

BID SCHEDULE

CONTRACTOR NAME: American Road Maintenance

RUNWAY 6-24 PAVEMENT MAINTENANCE							
LINE NO.	ITEM NO.	DESCRIPTION	at the unit price of	APPROX. QTY.	UNIT	UNIT PRICE	AMOUNT
1	C-105-6.1	Mobilization	<u>Ten Thousand</u> dollars and _____ cents.	1	LS	<u>10,000</u>	<u>10,000</u>
2	SP-70.01.1	Crack Seal (0 to 3/4 Inch)	<u>one</u> dollars and <u>Forty</u> cents.	14,600	LF	<u>1.40</u>	<u>20,440</u>
3	P-608-8.1	Emulsified Asphalt Seal Coat	<u>one</u> dollars and <u>Seventy five</u> cents.	61,980	SY	<u>1.75</u>	<u>108,465</u>
4	P-620-5.1	Permanent Pavement Markings	<u>one</u> dollars and <u>Twenty five</u> cents.	27,796	SF	<u>1.25</u>	<u>34,745</u>
Total Amount, Items 1 Thru 4 Inclusive						<u>\$173,660</u>	
<u>one hundred Seventy Three Thousand six hundred fifty</u> Written Words							/100 Dollars

NOTE TO BIDDERS: All unit prices and bid totals of extended prices include all applicable taxes, delivery, and freight charges. Bidders are required to fill in all blank spaces with an entry. Bids submitted with blank spaces shall be considered "non-responsive."



Salida Airport – Harriet Alexander Field
Runway 6-24 Pavement Maintenance
City Project No: TBD
CDOT Project No: 22-ANK-01

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3. Proposal Quantities: It is expressly understood and agreed by the parties hereto that the bid quantities of the various classes of work to be done and material to be furnished under this Contract, which have been estimated as stated in the Bid, are only approximate and are to be used SOLELY for the purpose of comparing, on a consistent basis, the bids offered for the work under this Contract; and the Contractor further agrees that the Owner(s) will not be held responsible if any of the quantities shall be found incorrect; and the Contractor will not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission, or misstatement is found to occur in the estimated quantities, the same shall not invalidate this Contract or release the Contractor from the execution and completion of the whole or any part of the work in accordance with the Project Specifications and Contract Documents and the Plans herein mentioned, or for the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation except as may be provided for in this Contract.
4. The undersigned agrees, upon written notice of the acceptance of this bid, within **Sixty (60) Calendar Days** after the opening of the bids, that he will execute the Contract in accordance with the bid as accepted and give contract (Performance and Payment) Bonds for both projects individually and respectively, within fifteen (15) days after the Contract is presented for signature.
5. The undersigned further agrees that if awarded the Contract, he will commence work within **seven (7)** calendar days after receipt of Notice to Proceed. The equipment will be required to be on-site at the airport and all the work within the contract must be completed and fully functional within **Nine (9) Calendar Days** after beginning construction.

The undersigned further agrees that he shall pay liquidated damages in accordance with Division I - *Contract Agreement* for the **Runway 6-24 Pavement Maintenance** project, if work remains uncompleted after expiration of the contract time.

6. As an evidence of good faith in submitting this proposal, the undersigned encloses a certified check, cashier's check or bid bond in the amount not less than the amount stated in the *Notice of Invitation to Bid*, which, in case he refuses or fails to accept an award and to enter into a contract and file the required bonds within the prescribed time, shall be forfeited to Chaffee County, as liquidated damages.
7. The undersigned hereby declares that the only parties interested in this bid are named herein, that this proposal is made without collusion with any other person, firm or corporation, that no employee of Chaffee County, officer or agent, is directly or indirectly financially interested in this bid.
8. The undersigned hereby acknowledges receipt of the following Addenda:

Addendum No. 1
Addendum No. _____
Addendum No. _____

and that the Addenda were considered in the preparation of this Proposal.

9. The undersigned has checked carefully all the above figures and understands that the Owner(s) will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.
10. The undersigned understands that the Owner(s) reserve the right to reject any or all bids or to waive any informalities in the bid.

BIDDER DATA:

Name of Bidder American Road Maintenance

Type of Organization Corporation

Person(s) authorized to Sign for Bidder Joe Coghill / President

Kyle Paulson / Officer

Address 4554 E Eco Industrial Pl Tucson, AZ 85756

Phone 480-309-7102

Type & Number
Contractor's License N/A

Dated in CA, this 25th day of July, 20 22.

SIGNATURE OF BIDDER

If an Individual: _____, doing business

as _____

If a Partnership: _____

by _____

If a Corporation: American Road Maintenance

by Joe Coghill J Coghill

Title Officer (Seal)

Salida Airport – Harriet Alexander Field
Runway 6-24 Pavement Maintenance
County Project No. TBD
CDOT Project No. 22-ANK-01

BID BOND

Recitals:

1. American Road Maintenance, Inc.,
“Contractor,” has submitted its Contractor’s Proposal to Chaffee County, “County,” for the construction of public work for the **Runway 6-24 Pavement Maintenance** project for the Salida Airport – Harriet Alexander Field in accordance with the Notice of Invitation to Bid.
2. Travelers Casualty and Surety Company of America
corporation, hereinafter called: “Surety,” is the surety of this Bond.

Agreement: We, Contractor as principal and Surety as surety, jointly and severally agree and state as follows:

1. The amount of the obligation of this Bond is 5% of the total amount of the Contractor's Proposal and inures to the benefit of County.
2. This Bond is exonerated by (1) County rejecting said Proposal or, in the alternate, (2) if said Proposal is accepted, Contractor executes the Agreement and furnishes the Bonds as agreed to in its Bid, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to act as agreed to in its Bid. Some types of possible loss, damage and expense are specified in the Contractor's Bid.
3. Surety, for value received, stipulates and agrees that its obligations hereunder shall in no way be impaired or affected by any extension of time within which County may accept the Proposal and waives notice of any such extension.
4. This Bond is binding on our heirs, executors, administrators, successors and assigns.

Dated: July 21, 2022

Travelers Casualty and Surety Company of America

American Road Maintenance, Inc.

By: S-McCauley, Jr.

By: J. G. Gell

Title: Sean McCauley, Jr., Attorney-In-Fact

Title: President

“Surety”

“Contractor”

STATE OF COLORADO

COUNTY OF _____)ss

On _____ before me personally appeared _____,
know to me to be the person whose name is subscribed to the within instrument as attorney in Fact of _____
_____ a corporation thereto as principal, and his own name and as Attorney in
Fact.

Notary Public

(Seal)

(NOTE: Affix corporate seals.)



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **SEAN J MCCAULEY JR** of **DALLAS**, **Texas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **21st** day of **July**, **2022**.




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



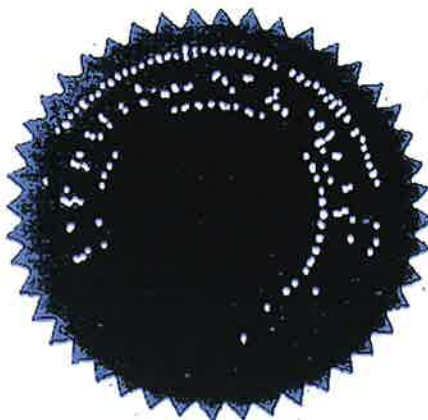
Division of Insurance

DEPARTMENT OF REGULATORY AGENCIES
CERTIFICATE OF AUTHORITY

This is to Certify that the Travelers Casualty and Surety Company of America
, organized under the laws of Connecticut
subject to its Articles of Incorporation or other fundamental
organizational documents and in consideration of its compliance
with the laws of Colorado, is hereby licensed to transact
business as a Multiple Line
insurance company, for the lines of business designated by the
following numerals: (SEE REVERSE SIDE FOR LEGEND)

27, 19, 24, 25, 26, 30, 33, 41, 43, and 45

as provided by the Insurance Laws of Colorado, as amended,
so long as the insurer continues to conform to the authority
granted by its Certificate and its corporate articles, or its
Certificate is otherwise revoked, cancelled or suspended.



In Witness Whereof, I have hereunto
set my hand and caused the official
seal of my office to be affixed at the
City and County of Denver, this 8th
day of July , 1997

Jack Thoms

COMMISSIONER OF INSURANCE

LIFE

- 1 General Life
- Specifically Including:
- 4 Accident & Health
- 5 Annuities
- 6 Credit
- 11 Variable Contracts

TITLE

- 17 General Title

CASUALTY

- 27 General Casualty
- Specifically Including:
- 19 Accident & Health
- 24 Fidelity and Surety
- 25 Motor Vehicle
- 26 Workers' Compensation
- 29 Mortgage Guaranty
- 30 Credit
- 33 Professional Malpractice

PROPERTY

- 41 General Property
- Specifically Including:
- 43 Crop
- 45 Motor Vehicle



Salida Airport – Harriet Alexander Field

Runway 6-24 Pavement Maintenance

County Project No: TBD

CDOT Project No: 22-ANK-01

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Salida Airport – Harriet Alexander Field
 Runway 6-24 Pavement Maintenance
 County Project No: TBD
 CDOT Project No: 22-ANK-01

Salida Airport – Harriet Alexander Field
Runway 6-24 Pavement Maintenance
 County Project No. TBD
 CDOT Project No. 22-ANK-01

ATTACHMENT A - LIST OF SUBCONTRACTORS & DBE UTILIZATION

(To Be Completed by the Prime Contractor – Submitted With Bid)

In compliance with bidding requirements, the undersigned hereby submits the names and DBE status (in the table below) of all Subcontractors, anticipated to be used in the work required to complete **Runway 6-24 Pavement Maintenance** project.

The Prime Bidder must demonstrate a self-performance minimum of 50% of the contract at the time of bid. If the percentage of work shown within the table below exceeds 50% at the time of bid, it may deem the bid as non-responsive and disqualify the bid.

The bidder certifies that all Subcontractors listed are eligible to perform work on public projects.

SUBCONTRACTOR'S NAME	SUBCONTRACTOR'S ADDRESS	AGE OF FIRM (YEARS)	WORK TO BE PERFORMED BY SUBCONTRACTOR	DOLLAR AMOUNT OF WORK	DBE? Y/N	DOLLAR AMOUNT OF DBE WORK
1. No Subcontractors to be used						
2.						
3.						
4.						
5.						
6.						



Salida Airport – Harriet Alexander Field
 Runway 6-24 Pavement Maintenance
 County Project No: TBD
 CDOT Project No: 22-ANK-01

SUBCONTRACTOR'S NAME	SUBCONTRACTOR'S ADDRESS	AGE OF FIRM (YEARS)	WORK TO BE PERFORMED BY SUBCONTRACTOR	DOLLAR AMOUNT OF WORK	DBE? Y/N	DOLLAR AMOUNT OF DBE WORK
7. <i>None</i>						
8.						
9.						
10.						

THE TOTAL PROPOSED CONTRACT VALUE OF DBE FIRM UTILIZATION LISTED ON THE PRIOR PAGE IS \$_____ OR _____ % OF THE TOTAL BID AMOUNT.

THE UNDERSIGNED HEREIN AFFIRMS THAT THE BIDDER WILL ENTER INTO A FORMAL AGREEMENT WITH THE DBE CONSULTANTS/CONTRACTORS/SUPPLIERS LISTED HEREIN CONDITIONED UPON THE EXECUTION OF A CONTRACT WITH CHAFFEE COUNTY.

Joe Coghill / President

Name (Type or Print)

Title of Signer (Type or Print)

Signature

7/25/22

Date



Salida Airport – Harriet Alexander Field
 Runway 6-24 Pavement Maintenance
 County Project No: TBD
 CDOT Project No: 22-ANK-01

Salida Airport – Harriet Alexander Field
Runway 6-24 Pavement Maintenance

County Project No. TBD
 CDOT Project No. 22-ANK-01

PREQUALIFICATION FORM

Each bidder is required to furnish satisfactory evidence of competency to perform the work for the aforementioned project.

To: Chaffee County
 Administrative Office
 104 Crestone Avenue
 Salida, Colorado 81201

Name of Bidder: American Road Maintenance

Corporation ☒ Partnership ☐ Joint Venture ☐ Individual ☐ Other ☐
 Date of Incorporation or Organization 1962 State ILLINOIS

A. Principal's names and titles (President, Vice President, Secretary, Treasurer, Partner. etc)

Joe Coghill / President

Kyle Paulson / Officer

B. List Contractor Licensing information for the State of Colorado:

Type	License #	Description
N/A		

C. List contract work categories normally performed by bidder's own forces:

Crack repair, sealcoat, friction test, pavement markings and removal

SALIDA AIRPORT
HARRIET ALEXANDER FIELD

Salida Airport – Harriet Alexander Field
Runway 6-24 Pavement Maintenance
County Project No: TBD
CDOT Project No: 22-ANK-01

D. Name of Bonding Company Travelers Casualty and Surety Company

Surety & Agent McCauley Bond Agency

Address: 5710 LBJ FWY, Suite 235 Dallas, TX 75240

Phone: 214-989-7047 Fax: 630-696-2068

E. Bank Reference:

Banker: Scott Norin Phone: 949-299-5498

Bank: First Foundation Bank

Address: 18101 Von Kermen Ave Irvine CA 92612

E. Trade References:

1. Contact: John Hunter Phone: (903) 271-1523

Company: Asphalt Systems Inc

Address: 2755 W 1500 S Salt Lake City, UT 84104

2. Contact: Brandon Sharp Phone: 520-977-7105

Company: Shervin Williams Co.

Address: 4759 E Speedway Blvd Tucson 85756

3. Contact: Jason Ray Phone: 480-605-8045

Company: Crafco Inc

Address: 6145 W Detroit St. Chandler, AZ 85226



Salida Airport – Harriet Alexander Field
 Runway 6-24 Pavement Maintenance
 County Project No: TBD
 CDOT Project No: 22-ANK-01

F. Within the last 5 years has your organization: (if yes attach explanation and details)

1. failed to complete a construction contract or subcontract?
 Yes _____ No ☒
2. filed a lawsuit or requested arbitration to settle a construction contract?
 Yes _____ No ☒
3. had judgment, claim, lien, arbitration, or suit against it that is still outstanding?
 Yes _____ No ☒
4. had an officer or principal that has failed to complete a construction contract?
 Yes _____ No ☒

G. Attach separate sheets containing the following information:

1. The latest certified audited financial statement of the organization financially responsible for the contract including balance sheet, income statement, current assets, fixed assets, current liabilities, other liabilities and statement preparer's name and address. If an audited statement is not provided, an explanation is required.
2. The major construction projects the organization has performed in the last 3 years. List the project name, location, owner, engineer, contract administrator or inspector, contract amount, percent completion, date of completion, percent of cost done with your forces.
3. Resumes of the key individuals that will be responsible for this contract.
4. Major equipment owned by the organization.

The undersigned bidder certifies that the information provided herein is true and not misleading.

By: Joe Coghill (Print or Type)

Title: President

Signature: 

Witness: Kyle Paulson (Print or Type)

Signature: 

Address: 4554 E Eco Industrial Pl
Tucson, AZ 85756

Note: Provision of the above information in other formats may be used in lieu of this form.



Salida Airport – Harriet Alexander Field
Runway 6-24 Pavement Maintenance
County Project No: TBD
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Salida Airport – Harriet Alexander Field
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Salida Airport – Harriet Alexander Field
Runway 6-24 Pavement Maintenance
 County Project No. TBD
 CDOT Project No. 22-ANK-01

CONTRACTOR QUESTIONNAIRE

The contractor is required to complete the following questionnaire.

Yes - No

- ☐ ☒ 1. Has Chaffee County or other governmental entity incurred costs as a result of contested change order(s) from the undersigned company?
- ☐ ☒ 2. Has Chaffee County or other governmental entity been involved in litigation relative to contract performance with the undersigned company?
- ☐ ☒ 3. Has the undersigned company failed to meet bid specifications or time limits on other contracts?
- ☐ ☒ 4. Has the undersigned company abandoned a contract or refused to perform without legal cause after submitting a bid?
- ☐ ☒ 5. Has the undersigned company had bidding errors or omissions in two or more bid submissions within a thirty-six month period?
- ☐ ☒ 6. Has the undersigned company failed to perform or performed unsatisfactorily on two or more contracts within a thirty-six month period?
- ☒ ☐ 7. Does the undersigned company have adequate equipment, personnel and expertise to complete the proposed contract?
- ☐ ☒ 8. Does the undersigned company have a record of safety violations on two or more contracts within a thirty-six month period?
- ☐ ☒ 9. Does the undersigned have a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such a contract or subcontract within a ten-year period?
- ☐ ☒ 10. Has the undersigned company been convicted of a criminal offense within a ten-year period of embezzlement, theft, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which might affect responsibility as a municipal contractor?
- ☐ ☒ 11. Has the undersigned company been convicted of state or federal antitrust statutes within a ten-year period arising out of submission of bids or proposals?



Salida Airport – Harriet Alexander Field
Runway 6-24 Pavement Maintenance
County Project No: TBD
CDOT Project No: 22-ANK-01

- ☐ ☒ **12.** Has the undersigned company been disbarred or a similar proceeding by another governmental entity?

If you answered “yes” to Items 1-6 or 8-12 or answered “no” to Item 7, please attach a full explanation to this questionnaire.

American Road Maintenance

Company: _____

Address: 4554 E Eco Industrial Pl Tucson, AZ 85756

Joe Coghill
Name (Type or Print)


Signature

President
Title (Type or Print)

7/25/22
Date

SALIDA AIRPORT
HARRIET ALEXANDER FIELD

Salida Airport – Harriet Alexander Field
Runway 6-24 Pavement Maintenance
County Project No: TBD
CDOT Project No: 22-ANK-01

Salida Airport – Harriet Alexander Field
Runway 6-24 Pavement Maintenance

County Project No. TBD
CDOT Project No. 22-ANK-01

AUTHORIZED SIGNATURE FORM

PROJECT: Runway 6-24 Pavement Maintenance

Salida Airport – Harriet Alexander Field
County Project No. TBD
CDOT Project No. 22-ANK-01


Whereas, American Road Maintenance, a
AZ (Name of State) Corporation, is required to execute certain
documents which are necessary for the prompt and efficient execution of the corporate business;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of
American Road Maintenance, (Corporate Name), that (name of parties authorized)
Joe Coghill, Kyle Paulson, is/are authorized to execute and sign
on behalf of said corporate the following:

1. Contract
2. Bond
3. Payrolls
4. Claims
5. Change Orders
6. All other papers necessary for the corporation's affairs and the execution of the Contract.

The powers and duties herein granted shall be and are hereby granted for the duration of the contract
for this project or until express notice of revocation has been duly given in writing, whichever is the
lesser period.

Dated and passed by the Board of Directors this ^{24th}~~25th~~ day of July, 20²².

	President	1
(Signature of Persons Authorized to Sign)	(Title)	(Document No.)

SALIDA AIRPORT
HARRIET ALEXANDER FIELD

Salida Airport – Harriet Alexander Field
Runway 6-24 Pavement Maintenance
County Project No: TBD
CDOT Project No: 22-ANK-01

CERTIFICATE

STATE OF California)

COUNTY OF Orange)ss

I, Joe Coghill AKA Joseph Coghill of American Road Maintenance, a corporation, do hereby certify that the above is a true and correct copy of a resolution adopted by the Board of Directors of said corporation, at a meeting of said board held on July 25th 24th, 20 22, and that the same is in full force and effect at this time. Dated July 28th 24th, 20 22.



Joe Coghill / President

(Officer of Corporation)

(Seal of Corporation)

STATE OF CALIFORNIA)

COUNTY OF ORANGE)ss

This instrument was acknowledged before me on the 24th day of JULY, 2022 by JOSEPH COGHILL appearing before the undersigned Notary Public, and stated that CA he executed such instrument on behalf of said corporation for the purpose and consideration therein expressed.



Notary Public

My Commission Expires:

05/10/2024

(SEE ATTACHED ACKNOWLEDGMENT)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

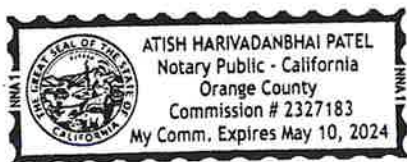
State of California

County of ORANGE }On 07/24/2022 before me, ATISH HARIVADANBHAI PATEL, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officerpersonally appeared JOSEPH COGHILL
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature A.H. Patel
Signature of Notary Public**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: AUTHORIZED SIGNATURE FORMDocument Date: 07/24/2022 Number of Pages: 2/2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian of Conservator☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian of Conservator☐ Other: _____

Signer is Representing: _____



Salida Airport – Harriet Alexander Field
Runway 6-24 Pavement Maintenance
County Project No: TBD
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Salida Airport – Harriet Alexander Field
Runway 6-24 Pavement Maintenance

County Project No. TBD
CDOT Project No. 22-ANK-01

CERTIFICATE OF INSURABILITY

I hereby certify that as a Bidder for the aforementioned projects, I am fully aware of the Insurance Requirements for the Contractor and that by submitting this bid proposed, assure the Owner(s) that I am able to produce the required minimum insurance coverage should I be selected to the successful bidder.

Should I be selected to the successful bidder and then become unable to produce the insurance coverage prior to the award of the project, I understand that my bid will be rejected and that I will forfeit my bid bond.

Joe Coghill / President

Name and Title of Signer (Type or Print)

Signature

American Road Maintenance

Contractor Name

7/25/22
Date



Salida Airport – Harriet Alexander Field
Runway 6-24 Pavement Maintenance
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List of Airfield Jobs Completed in the Last Three Years

Airport	Job Total
Alamo Landing Field	\$21,651.20
Andrew Othole Memorial Airport	\$199,205.00
ASI	\$20,078.10
Aspen CO-Proline	\$44,138.70
Aspen/Pitkin County Airport	\$1,940,052.74
Atmore Airport	\$89,250.00
Atoka Municipal Airport	\$190,955.40
Atwood Rawlins County Airport	\$157,242.30
Aztec Municipal Airport	\$133,761.44
Banning Municipal Airport	\$324,666.05
Beatty Airport	\$127,545.00
Belen Airport	\$204,082.80
Bell Helicopter Practice Airfield	\$188,721.50
Benson Airport	\$182,162.03
Bert Mooney Airport	\$772,981.86
Big Sky Field Airport	\$85,910.31
Bluegrass Airport	\$41,878.00
Boundary County Airport	\$196,780.00
Brownwood Airport	\$252,710
Bullhead City Airport	\$59,362.30
Burbank Airport	\$58,641.50
Camdenton Airport	\$178,659.80
Camp Pendleton	\$241,405.50
Carson City Airport	\$284,983.40
Caruthersville Memorial Airport	\$280,199.70
Casper/Natrona County Intl Airport	\$928,301.53
Centennial Airport	\$176,250.00
Central Colorado Regional Airport	\$271,587.90
Chandler Municipal Airport	\$97,710.00
Chattanooga Airport	\$30,000.00
Clayton Airport	\$47,762.50
Cleburne Regional Airport	\$166,333.50
Cochise Aviation College	\$131,173.20
Harriet Alexander Field-Salida	\$165,771.00
Kit Carson County Airport-Burlington	\$203,362.70
Converse County Airport	\$41,626.72
Dawson Community Airport Glendive MT	\$403,747.98
Delta Regional Airport	\$162,970.00
Deming Municipal Airport	\$171,040.60
Driggs-Reed Memorial Airport	\$244,223.45
Durango Airport	\$202,611.40
Espanola Municipal Airport	\$294,375.00
Fall River Mills Airport	\$128,715.00
Farmington Airport	\$210,599.15
Fort Morgan	\$122,342.50
French Valley Airport	\$120,730.00
Fresno Yosemite Intl Airport	\$184,800.00

Airport	Job Total
FT Dodge	\$661,386.60
Ft Worth	\$565,340.00
Gallup Municipal Airport	\$220,236.25
Gibson County Airport	\$124,996.25
Granby-Grand County Airport	\$24,536.05
Grand Junction Regional Airport	\$144,225.00
Buchanan Airport	\$70,400.00
Grant County Airport	\$138,100.00
Great Falls International Airport	\$1,222,598.13
Greenlee County Airport	\$146,625.00
Hanford	\$313,853.70
Hatch Municipal Airport	\$212,920.75
Havre City Airport	\$316,405.48
Hawthorne Industrial Airport (NV)	\$372,740.20
Hawthorne Municipal Airport	\$374,458.11
Hobby Airport	\$68,902.75
Holyoke Airport	\$192,713.50
Hulett Municipal Airport	\$246,109.75
Jacqueline Cochran Regional Airport	\$1,028,663.42
Johnson County Airport	\$114,128.62
Las Cruces Airport	\$383,002.50
Las Vegas NM Airport	\$147,900.00
LAWA	\$157,270.00
Lemhi County Airport	\$99,485.00
Long Beach Airport	\$84,226.00
Lusk Airport	\$77,803.43
Main Street Materials	\$43,792.00
Meeker Coulter Field Airport	\$239,270.34
Midway Island Atoll	\$3,479,507.51
Millard Airport	\$136,064.75
Mission Field	\$174,285.35
Mobile Regional Airport	\$68,190.06
Mondell Field Airport	\$72,539.97
Monte Vista	\$238,838.57
Moriarty Municipal Airport	\$179,176.20
NE Wyoming Airport	\$95,461.82
NW Arkansas Memorial Airport	\$99,895.10
Oakdale Municipal Airport	\$115,282.50
Oceanside Municipal Airport	\$57,850.00
Owyhee Airport	\$214,853.02
Palo Alto Airport	\$27,625.00
Perry Stokes-Trinidad	\$142,335.00
Plains Airport	\$138,911.39
Poplar Airport	\$138,754.64
Portales Municipal Airport	\$104,525.00
Prescott Airport	\$135,502.50
Pueblo Airport	\$387,217.35

Airport	Job Total
Questa Municipal Airport	\$148,285.50
Rangely Airport	\$283,140.08
Raton Municipal Airport	\$326,836.00
Red Bluff Municipal Airport	\$301,885.00
Reedley Municipal Airport	\$44,782.00
Rolle Airport	\$84,737.00
Rominger Airport	\$147,037.50
Ronan Airport	\$170,970.82
Roswell International Airport	\$254,150.99
Route 25	\$44,265.50
Salinas Airport	\$393,708.00
San Angelo Airport	\$702,404.90
San Carlos Apache Airport	\$9,160.00
Santa Fe Airport	\$282,470.00
Santa Rosa Route 66 Airport	\$126,999.50
Scotts Bluff Airport	\$832,179.30
Shawnee Regional Airport	\$498,097.95
Shelby Airport	\$201,423.52
Sheridan County Airport	\$426,351.50
Sherwood Airport	\$125,674.36
Sidney-Richland Regional Airport	\$533,956.64
Sioux Falls Regional Airport	\$113,525.00
Slayton Airport	\$119,937.50
Socorro Municipal Airport	\$207,270.00
Stockton Metro Airport	\$87,162.00
Taos Regional Airport	\$296,553.54
Taylor Airport	\$273,504.05
Telluride Regional Airport	\$394,580.25
Texas A&M	\$1,004,939.95
Tucson Drag Strip	\$8,750.00
Tucson International Airport	\$48,858.25
Tucumcari Municipal Airport	\$349,482.25
Ukiah Municipal Airport	\$110,775.00
Van Nuys Airport	\$183,480.65
Vaughn Municipal Airport	\$84,660.00
Victoria Regional Airport	\$99,312.00
Wells Municipal Airport	\$148,200.50
Western Emulsions.	\$500.00
Wheatland County Airport	\$85,787.06
White Sulphur Springs Airport	\$133,218.80
Wickenburg Airport	\$166,411.93
Willits Municipal Airport	\$78,900.00
Yampa regional Airport	\$153,218.40
Yellowstone Airport	\$274,320.88
TOTAL	\$34,691,127.39



KEY PERSONNEL EXPERIENCE

Joe Coghill – Owner

- 20 plus years of experience in asphalt maintenance specializing in airfield pavements
- Proficient in the processes of seal coating, crack sealing, joint sealing, paint and rubber removal, pavement markings and layout, and friction testing to meet all FAA requirements
- Supervises contracts, the bid process and scheduling of crews

Kyle Paulson – Officer

- 10 plus years of experience in asphalt maintenance specializing in airfield pavements
- Proficient in the processes of seal coating, crack sealing, joint sealing, paint and rubber removal, pavement markings and layout, and friction testing to meet all FAA requirements
- Estimator and contract administrator

Dan Mueller – Project Manager

- 8 plus years of experience in asphalt maintenance specializing in airfield pavements
- Proficient in the processes of seal coating, crack sealing, joint sealing, paint and rubber removal, pavement markings and layout, and friction testing to meet all FAA requirements
- Certified friction tester
- Supervises all projects and the coordination of personnel

Walt Bills – Foreman

- 25 plus years of experience in construction as a CDL driver and equipment operator
- Proficient in the processes of seal coating, crack sealing, joint sealing, paint and rubber removal, pavement markings and layout, and friction testing to meet all FAA requirements
- Works on site as a crew leader and liaison for the engineers and management

Derek Hyatt – Asphalt Distributor Driver

- 10 plus years of experience in construction as a CDL driver and equipment operator
- Proficient in the processes of seal coating, crack sealing, joint sealing, paint and rubber removal, pavement markings and layout, and friction testing to meet all FAA requirements
- Specializes in the application of the P-608 and P-608R process on airfields

Mario Alfaro – Airfield Marking Foreman

- 25 plus years in pavement markings
- Specializes in the layout and placement of pavement marking on airfields
- Assures all striping of the project meets the requirements and specifications of the owner and engineer



List of Available Equipment

- 6 Ram 2500 Utility Trucks
- 3 Ram 3500 Flatbed Utility Trucks
- 3 Bearcat Asphalt Distributors with Sand Applicators
- 1 Etneyre Asphalt Distributor with Sand Applicator
- 3 Friction Testers
- 2 Water blasting paint removal trucks
- 6 Graco ride on striping machines
- 2 Truck mounted tac pot kettles
- 4 Crack seal routers
- 2 Crafcoc crack seal kettles
- 1 Vacuum sweeper
- 4 Billy Goat blowers
- 2 Transport tankers
- 2 Forklifts
- 2 Air compressors
- 2 Scarifiers



BIDDING POWER OF ATTORNEY

Know all men by these presents: American Road Maintenance, Inc doing business as a Corporation under the laws of the State of Illinois have a principal place of business at 4554 E Eco Industrial Pl, AZ 85756, hereby constitutes and appoints Kyle Paulson to act for and on its behalf as a true and lawful agent and attorney of the grantor and in the name, place and stead of said grantor, from this date, in the United States either in writing, electronically, or by other authorized means, to:

Endorse or sign documents required in connection with the bidding and or securing bids for said grantor;

Perform any act on condition, which may be required in connection with such bids;

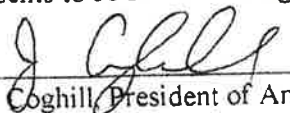
Sign or swear to any document and to perform any act that may be necessary in connection with the preparation and submittal of such bids;

Giving to said agent the attorney full power and authority to do whatever is necessary to be done as fully as said grantor could do if present and acting, hereby confirming all that the said agent and attorney shall lawfully do by virtue of these presents'

This power of attorney to remain full force and effect until revocation in writing is duly given to and received by grantee.

Appointment as Officer/Estimator: Grantor authorizes the above grantee to act as lawful agent and sign or endorse documents pertaining to the bidding for work for the Grantor.

IN WITNESS WHEREOF, the said American Road Maintenance, Inc caused these presents to be sealed and signed:

 _____ 2-11-18
Joe Coghill, President of American Road Maintenance, Inc Date

Witness:  _____



November 12, 2020

Re: P-608 Emulsified Asphalt Seal Coat

To Whom It May Concern,

Per the requirements stated in P-608.5.2 Contractor Qualifications, American Road Maintenance exceeds the specified qualifications.

Respectfully Submitted,

John

John Hunter
Asphalt Systems Inc.



KALTER
FINANCIAL GROUP

AMERICAN ROAD MAINTENANCE, INC.

Reviewed Financial Statements
For the Year Ended December 31, 2021

Available upon request

Always *bringing* Value



KALTER
FINANCIAL GROUP

AMERICAN ROAD MAINTENANCE, INC.

Reviewed Financial Statements
For the Year Ended December 31, 2021

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INDEPENDENT ACCOUNTANTS' REVIEW REPORT

**The Board of Directors,
American Road Maintenance, Inc.
Tucson, Arizona**

We have reviewed the accompanying financial statements of American Road Maintenance, Inc., which comprise the balance sheet as of December 31, 2021, and the related statements of income and retained earnings and cash flows for the year then ended, and related notes to the financial statements. A review includes primarily applying analytical procedure to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our review, we are not aware of any material modification that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Supplementary Information

The supplementary information included in the schedules is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. The supplementary information has been subjected to the review procedures applied in our review of the basic financial statements. We are not aware of any material modification that should be made to the supplementary information. We have not audited the supplementary information and do not express an opinion on such information.

Know Departure from Accounting Principles Generally Accepted in the United States of America

As disclosed in Note 11 to the financial statements, accounting principles generally accepted in the United States of America require that property and equipment be depreciated over their estimated useful lives. The Company has computed depreciation on property and equipment in accordance with methods allowed for federal income tax purposes, which do not allocate depreciation over the estimated useful lives of the assets.

Chino, California
March 31, 2022

R. Eric Kalter, CPA
Registered Representative California
Insurance License #0D161

"See Accountants' Review Report"

AMERICAN ROAD MAINTENANCE, INC.

**Balance Sheet
December 31, 2021**

ASSETS

Current Assets:

Cash and Cash Equivalents	\$ 29,767
Accounts Receivable	3,001,967
Inventory	137,498
Due from affiliates	435,383
Security deposits	<u>69,279</u>
Total Current Assets	3,673,894

Note receivable from employee	6,549
Note receivable from stockholder	1,004,184
Property and equipment, net	<u>3,550,621</u>
Total Assets	<u>\$ 8,235,248</u>

LIABILITIES AND STOCKHOLDER'S EQUITY

Current Liabilities:

Accounts Payable	\$ 234,696
Accrued expenses	131,962
Credit Cards Payable	55,383
Line of credit	343,045
Due to related party	218,784
Due to affiliate	39,750
Current portion of notes payable	<u>605,028</u>

Total Current Liabilities

1,628,648

Notes payable, less current portion	<u>1,847,723</u>
---	------------------

1,847,723

Total Liabilities	3,476,371
-------------------------	-----------

3,476,371

Stockholder's Equity:

Common Stock	10,000
Treasury Stock	(204,000)
Retained Earnings	<u>4,952,877</u>

Total Stockholder's Equity	4,758,877
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4,758,877

Total Liabilities and Stockholder's Equity	<u>\$ 8,235,248</u>
--	---------------------

\$ 8,235,248

The accompanying notes are an integral part of the financial statements.

"See Accountants' Review Report"

AMERICAN ROAD MAINTENANCE, INC.
Statement of Income and Retained Earnings
For the Year Ended December 31, 2021

Revenue:	
Contracting Revenue	\$ 12,678,685
Total Revenue	12,678,685
Cost of Goods Sold:	
Cost of Goods Sold	7,282,117
Total Cost of Goods Sold	7,282,117
Gross Profit	5,396,568
General, Selling &, Administrative Expenses:	
Operating expenses	4,812,702
Total Selling, General and Administrative Expenses	4,812,702
Income from Operations	583,866
Other Income (Expense):	
Interest Income	82
Interest Expense	(136,595)
Other Income	409,001
Total Other Income (Expense)	272,488
Net Income	856,354
Retained Earnings:	
Retained earnings – beginning of year	4,562,120
Distributions to shareholders	(465,597)
Retained earnings – end of year	\$ 4,952,877

Supplemental Disclosure

Operating expenses above includes \$541,123 of Depreciation and Amortization expense.

The accompanying notes are an integral part of the financial statements.

"See Accountants' Review Report"

AMERICAN ROAD MAINTENANCE, INC.
Statement of Cash Flows
For the Year Ended December 31, 2021
Increase (Decrease) in Cash and Cash Equivalents

Cash Flows from Operating Activities:

Net Income	\$ 821,506
------------------	------------

Adjustments to Reconcile Net Income To**Net Cash Provided by Operating Activities:**

Depreciation & Amortization	541,123
Accounts Receivable	(187,166)
Due from Affiliates	111,028
Employee Advances	184
Inventory	(125,931)
Accounts Payable	173,324
Accrued Expenses	3,924
Credit Cards Payable	4,192
Billings in excess of costs, net	(140,938)
Due to related party	16,805
Total Adjustments	396,545

Net Cash - Operating Activities	1,218,051
---------------------------------------	-----------

Cash Flows from Investing Activities:

Loans to officer	(7,484)
Loans to employees	2,791
Purchase of equipment	(1,294,422)

Net Cash - Investing Activities	(1,299,115)
---------------------------------------	-------------

Cash Flows from Financing Activities:

Credit Line Proceeds	114,897
Notes Payable Proceeds	122,689
Distributions to shareholders	(465,597)

Net Cash - Financing Activities	(228,011)
---------------------------------------	-----------

Net Change in Cash	(309,075)
--------------------------	-----------

Cash at Beginning of Year	338,842
---------------------------------	---------

Cash as of December 31, 2021	\$ 29,767
------------------------------------	-----------

Supplemental Disclosure

Interest paid during the year was \$136,595.

The accompanying notes are an integral part of the financial statements.

"See Accountants' Review Report"

AMERICAN ROAD MAINTENANCE, INC.
Notes to Financial Statements
December 31, 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICES

Business Activity – The Company is an asphalt emulsion spreading company, working as general and subcontractors for governmental and commercial customers throughout the United States. The Company also provides snowplowing services during the off season in the Chicago, Illinois area.

Basis of Accounting – The Company's financial statements have been prepared utilizing the accrual basis of accounting. Under this method of accounting revenue and expenses are identified with specific periods of time and recorded as earned and incurred, respectively, without regard to the date of receipt or payment.

Revenue and Cost Recognition – The Company enters into fixed-price, multi-level contracts that are generally divided into distinct and short-term phases. Each phase is performed in a relatively short duration and significant time separates the completion of one phase and the beginning of the next phase. Due to the short-term duration of the distinct phases of the contracts, revenues and associated contract costs from all contracts are recognized on the completed-contract method, at the completion of each phase.

Contracts include all direct material, labor, subcontracting, and equipment costs, and those indirect cost related to contract performance, such as travel, hotels, and meals. General and Administrative costs are charged to expense as incurred.

Cash and Cash Equivalents – For purposes of financial statement presentation, the Company classifies all highly liquid investments purchased with an original maturity of three months or less to be cash equivalents.

Inventory – Inventory consists of material for jobs and is stated at the lower of cost or market using the first-in, first-out method.

Property and Equipment – Property and equipment in excess of \$500 with an expected useful life of more than one year are stated at cost less accumulated depreciation. Depreciation is calculated using the straight-line method. The estimated useful lives of the Company's assets for purposes of computing depreciation are as follows:

	<u>Years</u>
Leasehold Improvements	39.5
Machinery and Equipment	10
Furniture and Fixtures	5
Vehicles	8

Repairs and Maintenance - Expenditures for repairs and maintenance are charged to expense as incurred. Expenditures for additions and betterments are capitalized and depreciated over the estimated remaining useful life of the related asset.

Gains and Losses - Gains and losses on sales and retirements are reflected in income during the year of actual sale or retirement.

Advertising – The Company's policy is to expense advertising costs as incurred. Advertising expense was \$333 for the year ended December 31, 2021.

Sales Taxes – The Company collects sales taxes and remits the entire amount to the appropriate taxing authority. The Company excludes the tax collected and remitted from revenue and cost of revenue.

The accompanying notes are an integral part of the financial statements.

"See Accountants' Review Report"

AMERICAN ROAD MAINTENANCE, INC.
Notes to Financial Statements
December 31, 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICES - Continued

Estimates – The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results may differ from those estimates

Fair Value Disclosures – The fair value of financial instruments including cash, accounts receivable, and accounts payable approximates the carrying value because of the short-term maturity of those items.

Subsequent Events – Management has evaluated subsequent events through March 31, 2022, which is the date the financial statements were available to be issued.

NOTE 2 – ACCOUNTS RECEIVABLE

Contracts receivable at December 31, 2021..... \$ 3,001,967

Accounts receivable past due ninety days based on the Company's collection experience and the nature and creditworthiness of its customer base; management believes no allowance for doubtful accounts is necessary at December 31, 2021.

NOTE 3 – PROPERTY AND EQUIPMENT

Property and equipment are summarized by major classification as follows:

Vehicles.....	\$ 3,352,130
Machinery and equipment.....	2,056,318
Furniture and fixtures.....	29,844
Leasehold improvements.....	<u>19,559</u>
Total.....	5,457,851
Less accumulated depreciation.....	<u>(1,907,230)</u>
Net.....	<u>\$ 3,550,621</u>

NOTE 4 – LINE OF CREDIT

The Company has a line of credit in the amount of \$350,000. Interest is equal to the Wall Street Journal published prime rate plus 2.00% (4.25% at December 31, 2021). There was a balance outstanding of \$343,045 at December 31, 2021.

NOTE 5 – NOTES PAYABLE

As of December 31, 2021, notes payable consisted of the following:

Note payable to bank due in monthly installments of \$614, including interest at 5.6% per annum, maturing in March 2022, collateralized by the financed vehicle.	\$ 1,695
Note payable to bank due in monthly installments of \$713, including interest at 6.99% per annum, maturing in June 2024, collateralized by the financed vehicle.	19,328

The accompanying notes are an integral part of the financial statements.

"See Accountants' Review Report"

AMERICAN ROAD MAINTENANCE, INC.
Notes to Financial Statements
December 31, 2021

NOTE 5 – NOTES PAYABLE – Continued

Note payable to bank due in monthly installments of \$462, including interest at 6.94% per annum, maturing in July 2024, collateralized by the financed vehicle.	13,401
Note payable to bank due in monthly installments of \$14,624, including interest at 5.25% per annum, maturing in June 2024, collateralized by the financed equipment.	409,802
Note payable to bank due in monthly installments of \$1,900, including interest at 5.75% per annum, maturing in August 2024, collateralized by the financed vehicle.	56,189
Note payable to bank due in monthly installments of \$1,161, including interest at 5.25% per annum, maturing in September 2026, collateralized by the financed vehicle.	54,106
Note payable to bank due in monthly installments of \$561, including interest at 5.5% per annum, maturing in December 2022, collateralized by the financed vehicle.	6,528
Note payable to bank due in monthly installments of \$1,161, including interest at 5.25% per annum, maturing in Oct. 2026, collateralized by the financed vehicle.	54,114
Note payable to bank due in monthly installments of \$806, including interest at 5.35% per annum, maturing in February 2022 collateralized by the financed vehicle.	1,595
Note payable to bank due in monthly installments of \$3,618, including interest at 7.99% per annum maturing in April 2022, collateralized by certain financed equipment.	11,948
Note payable to bank due in monthly installments of \$1,272, including interest at 1.99% per annum, maturing in April 2023, collateralized by the financed vehicle.	20,067
Note payable to bank due in monthly installments of \$1,138, including interest at 5.99% per annum, maturing in October 2026, collateralized by the financed vehicle.	54,048
Note payable to bank due in monthly installments of \$770, including interest at 6.99% per annum, maturing in October 2023 collateralized by the financed vehicle.	15,850
Note payable to bank due in monthly installments of \$489, including interest at 5.47% per annum, maturing in March 2024, collateralized by the financed vehicle.	11,974
Note payable to bank due in monthly installments of \$745, including interest at 1.1% per annum, maturing in October 2025, collateralized by the financed vehicle.	36,658
Note payable to bank due in monthly installments of \$725, including interest at 4.9% per annum, maturing in July 2024, collateralized by the financed vehicle.	28,625
Note payable to bank due in monthly installments of \$4,621, including interest at 4.09% per annum, maturing in April 2025, collateralized by the financed equipment.	138,722
Note payable to bank due in monthly installments of \$1,233, including interest at 5.49% per annum, maturing in August 2025, collateralized by the financed equipment.	50,036

The accompanying notes are an integral part of the financial statements.

"See Accountants' Review Report"

AMERICAN ROAD MAINTENANCE, INC.
Notes to Financial Statements
December 31, 2021

NOTE 5 – NOTES PAYABLE – Continued

Note payable to bank due in monthly installments of \$12,256, including interest at 5.49% per annum, maturing in August 2025, collateralized by the financed equipment.	487,432
Note payable to bank due in monthly installments of \$1,848, including interest at 5.49% per annum, maturing in September 2025, collateralized by the financed vehicle.	75,011
Note payable to bank due in monthly installments of \$1,108, including interest at 5.99% per annum, maturing in September 2026, collateralized by the financed vehicle.	53,863
Note payable to bank due in monthly installments of \$1,108, including interest at 5.99% per annum, maturing in September 2026, collateralized by the financed vehicle.	53,863
Note payable to bank due in monthly installments of \$1,013, including interest at 5.99% per annum, maturing in March 2026, collateralized by the financed vehicle.	47,547
Note payable to bank due in monthly installments of \$1,133, including interest at 5.99% per annum, maturing in May 2025, collateralized by the financed vehicle.	53,183
Note payable to bank due in monthly installments of \$2,713, including interest at 5.25% per annum, maturing in Dec. 2025, collateralized by the financed equipment.	118,156
Note payable to bank due in monthly installments of \$1,113, including interest at 5.99% per annum, maturing in September 2026, collateralized by the financed vehicle.	69,509
Note payable to bank due in monthly installments of \$10,575, including interest at 5.08% per annum, maturing in June 2026, collateralized by the financed equipment.	509,501
	<hr/>
Total notes payable	2,452,751
Less current portion	<hr/> (605,028)
Total notes payable, net of current portion	<u><u>\$ 1,847,723</u></u>

Maturities of notes payable are as follows:

Year Ending December 31.	Principal
2022	\$ 605,028
2023	602,252
2024	516,835
2025	472,023
2026-2027	<u>256,613</u>
Total	<u><u>\$ 2,452,751</u></u>

The accompanying notes are an integral part of the financial statements.

"See Accountants' Review Report"

**AMERICAN ROAD MAINTENANCE, INC.
Notes to Financial Statements
December 31, 2021**

NOTE 6 – RELATED PARTY TRANSACTIONS

Due from Affiliates – The Company has made various advances to commonly owned entities due on demand. At December 31, 2021, the unpaid balances amounted to \$435,383.

Due to Affiliates – The Company owes an affiliate for various advances due on demand. At December 31, 2021, the unpaid balances amounted to \$39,750.

Due to Related Party – The Company owes a related party for advances made for operations of the Company. The advances are payable on demand. At December 31, 2021, the unpaid balance amounted to \$218,784.

Note Receivable from Stockholder – The Company has a note receivable from a stockholder. At December 31, 2021, the unpaid balance amounted to \$1,004,184. The note bears interest at zero percent and is not expected to be received in the current period.

NOTE 7 – EMPLOYEE BENEFIT PLAN

The Company adopted a qualified defined contribution retirement plan on January 1, 2016 for all eligible employees. Eligible employees are allowed to contribute an elective percentage of their compensation, subject to limitations. The Plan is considered a safe harbor plan and the Company makes safe harbor matching contributions equal to 100% of employees' salary deferrals between 3% and 5% of their compensation. The Company may also make discretionary profit sharing contributions to the plan. Matching contributions and fees for December 31, 2021 totaled \$36,528.

NOTE 8 – EARNINGS FROM CONTRACTS

The following table summarizes the earnings from contracts for the year ended December 31, 2021:

	<u>Revenue Earned</u>	<u>Cost of goods sold</u>	<u>Gross Profit</u>
Contracts completed during the period	<u>\$12,678,685</u>	<u>\$7,282,117</u>	<u>\$5,396,568</u>

NOTE 9 – LEASE COMMITMENTS

The Company leases facilities and equipment on a month to month basis. Total rent expense under these leases for the year ended December 31, 2021 was \$20,303.

The Company leases real estate from related parties that are commonly owned. Total rent expense under these leases for the year ended December 31, 2021 was \$70,134.

The Company rents friction testing equipment from a related party. Equipment rental totaled \$186,383 during 2021.

“See Accountants’ Review Report”

AMERICAN ROAD MAINTENANCE, INC.
Notes to Financial Statements
December 31, 2021

NOTE 10 – INCOME TAXES

The stockholder of the Company has elected to be taxed under the provisions of Subchapter S of the Internal Revenue Code. No provision for federal income taxes has been recorded in these financial statements because the stockholder is responsible for such taxes on their individual income tax returns.

Generally accepted accounting principles clarify the accounting for uncertainty in income taxes by creating a framework to recognize, measure, present, and disclose in financial statements uncertain tax positions that have been taken or are expected to be taken in a tax return. The Company’s management believes that there are no material uncertain tax positions for which it is reasonably possible that reported total amounts could significantly differ from amounts that may be determined upon examination by taxing authorities. The Company is no longer subject to federal tax examinations for the years before 2017 and state tax examinations by tax authorities for years before 2016, unless specific conditions are met.

NOTE 11 – CONTINGENCIES

From time to time the Company is involved in various claims and legal actions arising during the ordinary course of business. Management does not believe that the impact of such matters will have a material adverse effect on the Company’s financial position or results of operations when resolved.

NOTE 12 – CONCENTRATIONS

The Company’s cash and cash equivalents are held at financial institutions whereby deposits are insured by the Federal Deposit Insurance Corporation (“FDIC”). At times, such cash and cash equivalents may be in excess of the FDIC insurance limits; however, management does not believe it is exposed to any significant credit risk on cash and cash equivalents.

The accompanying notes are an integral part of the financial statements.

SUPPLEMENTAL INFORMATION

"See Accountants' Review Report"

AMERICAN ROAD MAINTENANCE, INC.
Schedule I – Cost of Goods Sold
For the Year Ended December 31, 2021

Cost of Goods Sold:

Direct Materials	\$ 3,099,379
Subcontractors	1,651,375
Direct Labor	2,045,917
Freight & Delivery	167,624
Other Job Cost	111,867
Equipment Rental	186,383
Toll	5,096
Uniform	<u>14,476</u>
Total Cost of Goods Sold	<u>\$ 7,282,117</u>

The accompanying notes are an integral part of the financial statements.

"See Accountants' Review Report"

AMERICAN ROAD MAINTENANCE, INC.
Schedule II – Operating Expenses
For the Year Ended December 31, 2021

Operating expenses:

Vehicle Expenses.....	\$ 1,035,796
Insurance	757,311
Travel.....	738,682
Salaries and wages.....	729,655
Depreciation and Amortization.....	541,123
Payroll Taxes.....	242,287
Meals and Entertainment.....	201,901
Repairs and Maintenance	120,286
Bond Expense	72,071
Rent.....	70,135
Other Taxes and Licenses	64,046
Professional Fees	47,399
Materials and Supplies	41,339
401K Expenses.....	39,507
Employee Relations & Training	23,876
Equipment Lease Expense	20,303
Telephone.....	14,726
Licenses and Permits	12,941
Office Expenses.....	11,397
Postage.....	7,194
Charitable Contributions.....	4,450
Utilities.....	3,397
Internet.....	3,215
Computer Expenses.....	2,964
Dues and Subscriptions.....	2,650
Sanitation.....	2,018
Bank Fees.....	1,700
Advertising.....	333
	<hr/>
Total operating expenses.....	<u>\$ 4,812,702</u>

The accompanying notes are an integral part of the financial statements.

9/1/22

Dear City of Salida Mayor, Council members, and Staff,

I write today to express my concerns about Ordinance 2022-17 and request you postpone the inclusion of both questions on the November 2022 ballot. After listening to the council's meetings and reading the proposed ballot language, I fear this ordinance offers **too little, too soon**.

I realize the housing crisis is critical and getting worse every month, therefore I suggest in the event the home rule ballot issue does not pass, a special election be held to consider a **revised ordinance**.

I began to seek information about this ordinance as a matter of personal interest when our turn came up on the waitlist for an STR permit. As I learn more about the ordinance's connection to addressing the Salida affordable housing crisis, I am opposed.

My opposition is not because it would affect my ability to leverage my primary residence a few weeks during the year to afford a modest vacation, but rather because the ordinance stands to further erode our community's shared values. Erosion adding to damage already done due to the current nature of the development/housing market of Salida.

I moved to Salida in 2005 and found a community that was inclusive, creative, economically diverse, and who elevated and celebrated each member as a contributing asset to our collective success. As Salida grows and the housing crisis worsens, I notice a departure from these values when it comes to property and policy. .

The ordinance, and discussion around it, is currently supported by a "something is better than nothing" approach. The danger with this justification is it can create an illusion of positive action, while resources might be utilized in a more thoughtful, even-handed manner.

The ordinance as written, is premature. There isn't enough transparency to inform how the funds are going to address the crisis. This incomplete approach has the potential for unintended, dangerous consequences. The toxicity that is brewing, in part due to blaming our permanent-resident neighbors and painting them as selfish obstacles to addressing the crisis, is heart-breaking to say the least, but also neglects to truly understand the nature of the crisis. Until a systemic approach (city and county) is applied to assess and mitigate (with proven practices) all related policies, small disconnected projects will only serve to treat symptoms. We need a cure. I support measures that distribute responsibility with greater equity and include individuals and corporations who are making great profits developing a housing market that is unsustainable.

It is my understanding that a home rule charter can address the housing crisis and other issues, with more creativity and be written to reflect the local values and character. I have seen heart, soul, concern, and great questions by the city council, and I urge you to take more time to look at this ordinance before presenting it as one part of a holistic plan. Please strive to make it

better, more inclusive and promote economic diversity, before you put it to a vote or include it in a home rule charter. If we remain bound by statutes and this is the only option, at the very least I want to see a preliminary plan on how 100% of this money will address the crisis directly.

Thank you for all of your work on this multidimensional issue. I support the council hitting pause before presenting this as the best possible option to address the housing crisis. I have full faith that all of your research, worksessions, and time you have spent listening to your constituents, will best serve the community in addressing the crisis, if a little more patience is exercised.

With sincere gratitude,

A handwritten signature in blue ink that reads "Jill Davis". The signature is fluid and cursive, with the first name "Jill" and last name "Davis" clearly distinguishable.

Jill Davis
1239 D St.
Salida, CO
adobegardensjd@gmail.com
719-207-3482

8/31/2022

Dear City Council, Mayor and Staff,

I write to express my concern and register my objection to the proposed fee hikes on STR licenses and nightly rates. I respectfully request that this ballot measure be put on hold until the results of the home rule vote are in.

My understanding is that, because we are not home ruled, we cannot delineate between 2nd home owners who bought properties with the sole intent of making profit and the primary homeowner who rents a room, ADU or house (short-term). We have personally been on the waiting list for years, hoping to be able to rent our little place for a couple of weeks a year so we can afford to go on vacation. Our “business plan”, should we decide to purchase the permit that recently became available to us, will allow us to be able to net about \$150 per night. Either or both of these proposed fee increases will make our plan financially untenable.

Locals who have invested in ADUs, paying the tap, building permit and numerous other fees to the city and county are seeing their potential return on investment pulled out from under them along with their future in our community. They will be forced to leave or at least relinquish their STR permits because the plans they executed to secure their future here are being undermined by inequitable fees. While being able to offer 2nd home owners who can afford these fees the newly relinquished permits so they can rent year-round will certainly raise more revenue for the city, is this really the way to keep Salida the special community that attracted so many of us?

I am not sure where Ms. Naccarato found renters who are making \$15,000 per month off of their primary residences but I can assure you that this is not the case with us or anyone we know. This kind of rhetoric is divisive and pits one community member (one who rents their place short term) against another (one who rents their property long term) against another (one who can't afford to rent a home) none of whom are the real problem and were not previously in discord.

Perhaps most importantly, I have not seen or heard any particulars as to how the funds raised are going to specifically address the affordable housing problem. There are no plans I can find detailing how this measure alone will make even a dent in the crisis. There are several other culprits exacerbating this problem so I would encourage a more all-encompassing approach be employed to address this issue.

Things that *I have seen and heard* are; that a large portion of this revenue might actually go to Parks and Rec projects and that a portion of these funds would be used to pay the salaries of a special council that might be hired, further reducing the impact of the relatively small amount of revenue that might be raised.

I urge you to **vote NO** on including this ballot measure now and wait until the home rule issue is decided. Whether it passes or not, please work harder to find transparent solutions that *fairly charge all parties* who drive up the cost of housing in our growing community and put **all the funds** towards the problem.

Sincerely,



Trevor R. Davis
Salida resident since 1999

1239 D Street
Salida CO 81201



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	September 6, 2022

ITEM

Ordinance 2022-15: Second Reading and Public Hearing on the proposed Newman Annexation of the property located at 7680 C.R. 140.

BACKGROUND

The applicant, Christopher Newman submitted a complete application on May 31, 2022 to annex his property located at 7680 C.R. 140, along with an application for zoning to be considered during a separate hearing.



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



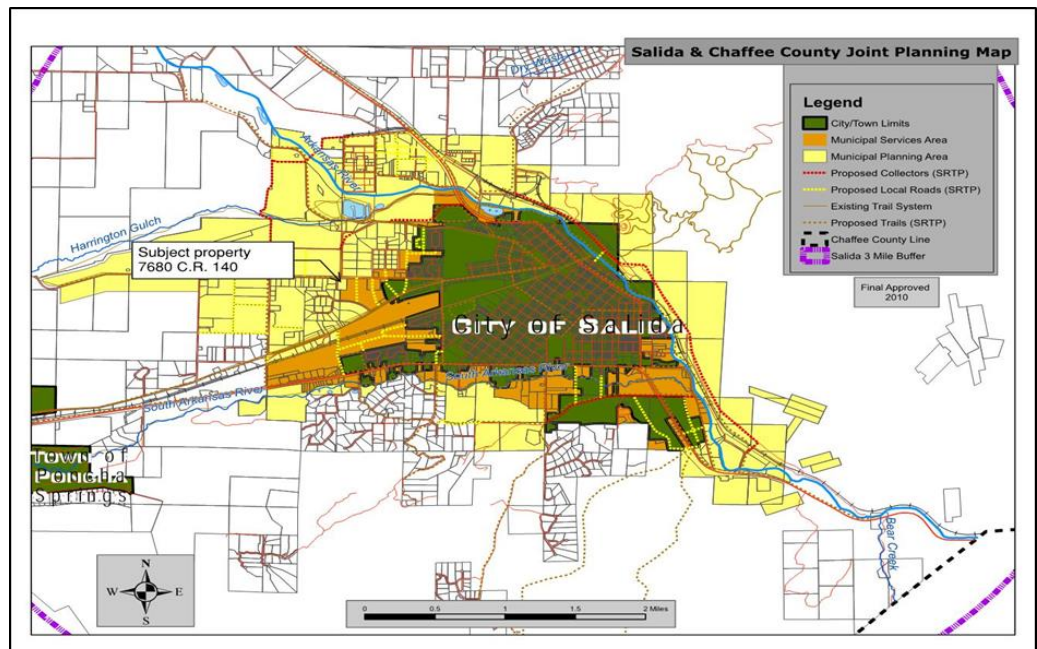
CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	September 6, 2022

- 1/6th of the perimeter of a proposed annexation must be contiguous with the City of Salida;
- Staff reviews the petition for compliance with city and state statutes and Council adopts a resolution stating the petition is valid and sets a public hearing date that is no less than 30 days and no greater than 60 days from the resolution date;
 - On July 19, 2022 City Council adopted Resolution 2022-31 finding the Annexation petition in compliance with city and state statutes and set the public hearing date for September 6, 2022.
- The (City Council) public hearing is advertised in the newspaper for four consecutive weeks;
- The Planning Commission holds a public hearing to review the annexation and recommend the zoning designation of the property;
- Council holds the public hearing on the annexation petition;
- Council reviews and possibly approves an annexation agreement; and
- Council holds a public hearing to review and possibly approves the proposed zoning.

FINDINGS OF FACT:

1. The proposed annexation meets the required 1/6th contiguity with the municipal boundary of the City of Salida as shown on the annexation plat.
2. All applicable owners of the property are party to the annexation.
3. The annexation property is within the Municipal Services Area (MSA) of the City of Salida, as defined in the City's Comprehensive Plan and its intergovernmental agreement (IGA) with Chaffee County approved in 2010. According to the IGA, the MSA "encompasses properties which are





CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	September 6, 2022

eligible for annexation and extension of municipal utilities and infrastructure, within the parameters set forth in the Salida Municipal Code and Salida Comprehensive Plan, which may be amended from time to time.”

The annexation of the property is consistent with the vision and goals set forth in the Comprehensive Land Use Plan. Specifically, to promote new development projects that contain a variety of housing, including affordable units. The applicant will be required to meet the Inclusionary Housing Ordinance with new development on the property.

In addition, the proposal will provide for a logical extension of the City boundary to support the demand for residentially-zoned land, which will provide housing opportunities.

4. The property may be efficiently served by City fire and police departments.
5. The property is a natural extension of the City’s municipal boundary and meets the legal requirements for annexation.

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

Proposed Action	Planning Commission Recommendation	City Council First Reading	City Council Final Action
Annexation Ordinance 2022-15	07/25/22	08/16/2022	09/06/2022
Findings of Fact Resolution 2022-40			09/06/2022
Annexation Agreement Resolution 2022-41			09/06/2022
Zoning Ordinance 2022-16	07/25/22	08/16/2022	09/06/2022

RESPONSE FROM REFERRAL DEPARTMENTS AND AGENCIES:

- Salida Fire Department: Fire Chief, Doug Bess, responded “No issues with Fire.”
- Salida Police Department: Police Chief, Russ Johnson, responded “No issues from PD.”
- Chaffee County Development Services: Principal Planner Greg Laudenslager, responded “We have no objections to this annexation and zoning request at 7680 CR 140. Additionally, this application for increased density on municipal water/sewer meets many goals of the 2020 Chaffee County Comprehensive Plan.”
- Salida Public Works Department: Public Works Director David Lady, responded “No concerns, however, can you please pass along to the property owner that DSI will be gearing up to put in curb/gutter/sidewalk on the north side (which would have to be crossed to install



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	September 6, 2022

water to this property). Additionally, they will be paving 140 after that. It would be very ideal and much less expensive for them to have the service installed in the next month or so. No meter or connection prior to SFD's being paid.

PLANNING COMMISSION RECOMMENDATION

A public hearing with the Planning Commission was held July 25, 2022 and the Commission recommended Council approve the proposed Newman Annexation with staffs recommended conditions.

STAFF RECOMMENDATION

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

1. Owner shall meet the inclusionary housing requirements of Article XIII of Chapter 16 of the Salida Municipal Code at the time of building permit submittal for additional units constructed on the property.
2. Owner agrees to pay at the time of building permit all applicable fees for the property in the amounts set forth pursuant to the Salida Municipal Code, or as hereafter amended, namely the building plan review; water and sewer system development fees; and the Fair Contribution to School Sites per Section 16-6-140 of the Salida Municipal Code (SMC)).
3. Fees in lieu of open space shall be provided, in an amount then in effect, at the time of issuance of a building permit for new residential units constructed on the property.

SUGGESTED MOTION

A council person should make the motion to "approve Ordinance 2022-15 approving the annexation of the 1 acre parcel of land to the City of Salida known as the Newman Annexation and ordering the ordinance to be published by title only."

Attachments: Ordinance 2022-15

Agency review

Draft Minutes from the July 25, 2022 Planning Commission meeting

Newman Annexation petition and Annexation plat

**CITY OF SALIDA, COLORADO
ORDINANCE NO. 15
SERIES OF 2022**

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

WHEREAS, on May 31, 2022, representatives (the “Owners”) of the Newman Annexation filed a General Development Application (the “Petition”) to commence proceedings to annex to the City of Salida (the “City”) a certain unincorporated tract of land comprised of 1 acre located at 7680 C.R. 140, Salida, in the County of Chaffee, State of Colorado, and being more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the “Property”); and

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

WHEREAS, pursuant to C.R.S. §31-12-108 to -110, the City Council on September 6, 2022 held a duly-noticed public hearing to consider the proposed annexation; and

WHEREAS, notice of such hearing was published on July 22, 2022, July 29, 2022, August 5, 2022, and August 12, 2022 in *The Mountain Mail* newspaper; and

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

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

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

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

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

1. Owner shall meet the inclusionary housing requirements of Article XIII of Chapter 16 of the Salida Municipal Code at the time of building permit submittal for additional units constructed on the property.
2. Owner agrees to pay at the time of building permit all applicable fees for the property in the amounts set forth pursuant to the Salida Municipal Code, or as hereafter amended, namely the building plan review; water and sewer system development fees; and the Fair Contribution to School Sites per Section 16-6-140 of the Salida Municipal Code (SMC).
3. Fees in lieu of open space shall be provided, in an amount then in effect, at the time of issuance of a building permit for new residential units constructed on the property.

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

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

INTRODUCED ON FIRST READING, on August 16, 2022, ADOPTED and set for second reading and public hearing on the 6th day of September, 2022.

CITY OF SALIDA, COLORADO

Dan Shore, Mayor

[SEAL]

ATTEST:

City Clerk/Deputy Clerk

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

City Clerk/Deputy City Clerk

EXHIBIT A

A tract of land located in the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 6, Township 49 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado, described as follows:

Beginning at a point on the south boundary of County Road No. 140 from whence the north quarter corner of said Section 6 bears North $87^{\circ}19'$ East 1008.0 feet (said quarter corner is located 14.82 feet due south of a brass capped witness corner), also from said beginning point the northwest corner of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 6 bears North $79^{\circ}23'14''$ West 319.37 feet;

Thence proceeding around the tract herein described South $88^{\circ}55'09''$ East along the south boundary of said County Road 140 a distance of 242.0 feet;

Thence leaving said south roadway boundary South $01^{\circ}04'51''$ West 180.0 feet;

Thence North $88^{\circ}55'09''$ West 242.0 feet;

Thence North $01^{\circ}04'51''$ East 180.0 feet to the point of beginning.

Directions are based on solar observation.

Also known by the following address:

7680 County Road 140, Salida, CO 81201

And assessor's schedule or parcel number: 380706200002

From: [David Lady](#)
To: ["Kristi Jefferson"](#); ["Doug Bess"](#); ["Kathy Rohrich"](#); ["Russ Johnson"](#)
Subject: RE: Agency review - 7680 C.R. 140
Date: Wednesday, June 29, 2022 11:35:54 AM
Attachments: [image001.png](#)

No concerns, however, can you please pass along to the property owner that DSI will be gearing up to put in curb/gutter/sidewalk on the north side (which would have to be crossed to install water to this property). Additionally, they will be paving 140 after that. It would be very ideal and much less expensive for them to have the service installed in the next month or so. No meter or connection prior to SFD's being payed.

David Lady, P.E., Director of Public Works
 340 W. Hwy 291
 Salida, CO 81201
 719-539-6257
david.lady@cityofsalida.com

From: Kristi Jefferson [mailto:kristi.jefferson@cityofsalida.com]
Sent: Tuesday, June 28, 2022 11:17 AM
To: 'Doug Bess' <doug.bess@cityofsalida.com>; 'Kathy Rohrich' <kathy.rohrich@cityofsalida.com>; 'Russ Johnson' <rjohnson@salidapolice.com>; 'David Lady' <david.lady@cityofsalida.com>
Subject: Agency review - 7680 C.R. 140

Attached is the review of an annexation and zoning request from the property owner at 7680 County Road 140. Please let me know if you have any concerns with the requests.

Kristi Jefferson
 Senior Planner
 City of Salida
 448 E. First Street
 Suite 112
 Salida, CO 81201
 (719) 530-2626



Sender and receiver should be mindful that all my incoming and outgoing emails may be subject to the Colorado Open Records Act, § 24-72-100.1, et seq.

From: [Doug Bess](#)
To: [Russ Johnson](#)
Cc: [Kristi Jefferson](#); [Kathy Rohrich](#); [David Lady](#)
Subject: Re: Agency review - 7680 C.R. 140
Date: Wednesday, June 29, 2022 9:15:18 AM
Attachments: [image001.png](#)

No issues from Fire.

On Tue, Jun 28, 2022 at 1:28 PM Russ Johnson <rjohnson@salidapolice.com> wrote:

No Issues from PD.

From: Kristi Jefferson <kristi.jefferson@cityofsalida.com>
Sent: Tuesday, June 28, 2022 11:17 AM
To: 'Doug Bess' <doug.bess@cityofsalida.com>; 'Kathy Rohrich' <kathy.rohrich@cityofsalida.com>; Russ Johnson <rjohnson@salidapolice.com>; 'David Lady' <david.lady@cityofsalida.com>
Subject: Agency review - 7680 C.R. 140

Attached is the review of an annexation and zoning request from the property owner at 7680 County Road 140. Please let me know if you have any concerns with the requests.

Kristi Jefferson

Senior Planner

City of Salida

448 E. First Street

Suite 112

Salida, CO 81201

(719) 530-2626



From: [Russ Johnson](#)
To: [Kristi Jefferson](#); ["Doug Bess"](#); ["Kathy Rohrich"](#); ["David Lady"](#)
Subject: RE: Agency review - 7680 C.R. 140
Date: Tuesday, June 28, 2022 1:28:56 PM
Attachments: [image001.png](#)

No Issues from PD.

From: Kristi Jefferson <kristi.jefferson@cityofsalida.com>
Sent: Tuesday, June 28, 2022 11:17 AM
To: 'Doug Bess' <doug.bess@cityofsalida.com>; 'Kathy Rohrich' <kathy.rohrich@cityofsalida.com>; Russ Johnson <rjohnson@salidapolice.com>; 'David Lady' <david.lady@cityofsalida.com>
Subject: Agency review - 7680 C.R. 140

Attached is the review of an annexation and zoning request from the property owner at 7680 County Road 140. Please let me know if you have any concerns with the requests.

Kristi Jefferson
Senior Planner
City of Salida
448 E. First Street
Suite 112
Salida, CO 81201
(719) 530-2626



Sender and receiver should be mindful that all my incoming and outgoing emails may be subject to the Colorado Open Records Act, § 24-72-100.1, et seq.

From: glaudenslager@chaffeecounty.org
To: "Kristi Jefferson"; jroorda@chaffeecounty.org; cbarton@chaffeecounty.org
Subject: RE: Agency review - 7680 C.R. 140
Date: Wednesday, June 29, 2022 10:34:52 AM
Attachments: [image001.png](#)

Hi Kristi, thank you for sending this over for review. We have **NO OBJECTIONS** to this annexation and zoning request at 7680 CR 140. Additionally, this application for increased density on municipal water/sewer meets many goals of the 2020 Chaffee County Comprehensive Plan.

Thank you Kristi!

Greg

Greg Laudenslager

Chaffee County Planning
Principal Planner
Desk: (719)530-5571
Cell: (719)239-4042

From: Kristi Jefferson <kristi.jefferson@cityofsalida.com>
Sent: Tuesday, June 28, 2022 11:22 AM
To: glaudenslager@chaffeecounty.org; jroorda@chaffeecounty.org; cbarton@chaffeecounty.org
Subject: Agency review - 7680 C.R. 140

Attached is the review of an annexation and zoning request from the property owner at 7680 County Road 140. Please let me know if you have any concerns with the requests.

Kristi Jefferson
Senior Planner
City of Salida
448 E. First Street
Suite 112
Salida, CO 81201
(719) 530-2626



Sender and receiver should be mindful that all my incoming and outgoing emails may be subject to the Colorado Open Records Act, § 24-72-100.1, et seq.



PLANNING COMMISSION REGULAR MEETING

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

July 25, 2022 - 6:00 PM

MINUTES

Email public comments to: publiccomment@cityofsalida.com

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

CALL TO ORDER BY CHAIRMAN – 6:00 PM

ROLL CALL

PRESENT

Chairman Greg Follet
 Vice-Chair Francie Bomer
 Commissioner Judith Dockery
 Commissioner Giff Kriebel
 Commissioner Michelle Walker
 Alternate Commissioner Brian Colby

ABSENT

Commissioner Dave Haynes
 Alternate Commissioner Aaron Derwingson

APPROVAL OF THE MINUTES

1. June 27, 2022- Draft Minutes

Motion made by Vice-Chair Bomer, Seconded by Commissioner Walker.

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

THE MOTION PASSED.

UNSCHEDULED CITIZENS- N/A

AMENDMENT(S) TO AGENDA- N/A

PUBLIC HEARINGS

Public Hearings will follow the following procedure:

- | | |
|---|--|
| A. Open Public Hearing | E. Public Input |
| B. Proof of Publication | F. Close Public Hearing |
| C. Staff Review of Application/Proposal | G. Commission Discussion |
| D. Applicant's Presentation (if applicable) | H. Commission Decision or Recommendation |

2. **Salida Fire Station Annexation** - The City of Salida is requesting approval to annex the 2.94 acres located at 611 Oak Street.

A. Open Public hearing – 6:01pm

B. Proof of Publication -Yes

C. Staff Review of Application –

Planner Dunleavy reviews the application and recommends approval.

D. Applicant's Presentation –

Fire Chief Bess and Architect, Seth Clark, were present to answer questions.

Commissioners asked the applicants whether:

- The Stage and Rail Trail along the property would be conserved
- The City was collaborating with the School District

Chief Bess and Seth Clark confirmed that the Stage and Rail Trail are part of the design team plans and that the School District has their own design team.

E. Public Input – N/A

F. Close Public Hearing – 6:07pm

G. Commissioner Discussion –

H. Commission Recommendation –

Motion made by Vice-Chair Bomer to recommend City Council approve the Salida Fire Station Annexation application, Seconded by Commissioner Dockery.

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

THE MOTION PASSED.

3. **Salida Fire Station zoning** - The City of Salida is requesting a zoning designation of Commercial (C-1), should the property be annexed.

A. Open Public hearing – 6:08pm

B. Proof of Publication -Yes

C. Staff Review of Application –

Planner Dunleavy explained the request to rezone the property to Commercial (C1) and recommends approval.

D. Applicant's Presentation –

Fire Chief Bess and Seth Clark were present to answer questions.

E. Public Input – N/A

F. Close Public Hearing – 6:14pm

G. Commissioner Discussion –

Commissioners asked about the difference between commercial and institutional zoning and whether a new institutional zoning would be a possibility for that lot in the future.

H. Commission Recommendation –

Motion made by Vice-Chair Bomer to recommend City Council approve the Salida Fire Station Annexation Zoning application, Seconded by Commissioner Kriebel.

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

THE MOTION PASSED.

4. **Newman Annexation** - The applicant, Christopher Newman, is requesting approval to annex his 1 acre property located at 7680 C.R. 140.

A. Open Public hearing – 6:14pm

B. Proof of Publication -Yes

C. Staff Review of Application –

Planner Jefferson reviewed the application and recommended approval, subject to the following recommended conditions to be included in the annexation agreement:

1. Owner shall meet the inclusionary housing requirements of Article XIII of Chapter 16 of the Salida Municipal Code at the time of building permit submittal for additional units constructed on the property.
2. Owner agrees to pay at the time of building permit all applicable fees for the property in the amounts set forth pursuant to the Salida Municipal Code, or as hereafter amended, namely the building plan review; water and sewer system development fees; and the Fair Contribution to School Sites per Section 16-6-140 of the Salida Municipal Code (SMC)).
3. Fees in lieu of open space shall be provided, in an amount then in effect, at the time of issuance of a building permit for new residential units constructed on the property

D. Applicant's Presentation –

The applicant, Christopher Newman was not present.

E. Public Input – N/A

F. Close Public Hearing – 6:24pm

G. Commissioner Discussion –

Commissioners discussed the following:

- Whether the property was a natural extension of the City's municipal boundary and whether it meets the requirements for annexation.
- The failing septic system and the proximity the property is to municipal water and sewer.
- The benefit of this property being annexed into the City of Salida.
- Whether the property is in the municipal services area.

H. Commission Recommendation –

Motion made by Vice-Chair Bomer to recommend City Council approve the Newman Annexation application, with the three (3) conditions recommended by staff. The motion was Seconded by Alternate Commissioner Colby.

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

THE MOTION PASSED.

5. **Major Impact Review -Newman Zoning** - The applicant, Christopher Newman, is requesting a zoning designation of High Density Residential (R-3) should the property be annexed.

A. Open Public hearing – 6:31pm

B. Proof of Publication -Yes

C. Staff Review of Application –

Planner, Jefferson, reviewed the request from the applicant to be rezoned Residential (R-3). Staff supports the High Density R-3 zoning that would allow for 20 units on the property.

Commissioners asked:

- If there was a plan in place for that area.
- Whether all future projects in that area would be zoned R2 and R3.
- Will there be design standards set in place for future developments.

D. Applicant's Presentation –

The applicant, Christopher Newman was not present or online.

E. Public Input – N/A

F. Close Public Hearing – 6:43pm

G. Commissioner Discussion –

Commissioners discussed the following:

- The updates to the new land use code
- The current codes in regards to Major Subdivisions
- The sustainability of high density residential building

H. Commission Recommendation –

Motion made by Commissioner Kriebel, to recommend City Council approve the Newman Annexation Zoning application. The motion was Seconded by Commissioner Walker.

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

THE MOTION PASSED.

- 6. Major Impact Review - West End Subdivision Rezone** - The applicant Tory Upchurch is requesting to rezone Lot 15 of the West End Subdivision from Medium Density Residential (R-2) to High Density Residential (R-3).

A. Open Public hearing – 6:49pm**B. Proof of Publication -Yes****C. Staff Review of Application –**

Planner Dunleavy reviews request to rezone a parcel of the Upchurch property to R3. The purpose of the request is so the applicant, Tory Upchurch, can build 6 deed restricted units on Lot 15 instead of 5 deed restricted units.

Staff believes that this request is compatible with the existing structures and recommends approval contingent on approval from the Department of Public Works.

Commissioners asked staff the following:

- Whether the lot would still be eligible for the 6th deed restricted unit if it was not rezoned
- If the lot was rezoned to R-3, would there be room for 7 deed restricted units.

D. Applicant's Presentation –

Applicant, Tory Upchurch, was online and available to answer questions.

Commissioners asked the applicant the following:

- Whether there was a 7th deed restricted unit in the budget for this project.

Tory Upchurch responded that they will be building the affordable units at the same time and then donate them to Chaffee Housing Trust. The Housing Trust would then be responsible for filling the homes. Tory Upchurch explained that finances are an issue for the 7th unit.

Commissioners asked if there are different designs for the different units in the Upchurch Property.

Tory Upchurch confirmed that there are a variance in designs but it would not be eligible for the deed restricted units.

Director Almquist talked about the possibility of adding an Accessory Dwelling Unit to the property down the line.

E. Public Input – N/A**F. Close Public Hearing – 7:06pm****G. Commissioner Discussion –**

Commissioners discussed the following:

- Can commission recommend that any additional units built on that lot should also be deed restricted?
- Whether the deed restricted homes are rented or are they for sale.
- The language of the annexation agreement for the deed restriction units.

H. Commission Recommendation –

Motion made by Alternate Commissioner Colby, to recommend City Council approve the West End Subdivision Rezone application. The motion was Seconded by Commissioner Walker.

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

THE MOTION PASSED.

UPDATES

Director Almquist updated the Planning Commission on the RV Rental Park Program

COMMISSIONERS' COMMENTS

Commissioners requested a work session to discuss variances and the new land use code.

ADJOURN

With no further business to come before the Commission, the meeting adjourned at 7:24 pm

**GENERAL DEVELOPMENT APPLICATION**

448 East First Street, Suite 112

Salida, CO 81201

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

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

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

2. GENERAL DATA (To be completed by the applicant)**A. Applicant Information**Name of Applicant: CHRISTOPHER NEWMANMailing Address: 7680 COUNTY ROAD 140, SALIDA, CO, 81201Telephone Number: 314-503-4200 FAX: _____Email Address: Newman.Chris.P@gmail.comPower of Attorney/ Authorized Representative: _____
(Provide a letter authorizing agent to represent you, include representative's name, street and mailing address, telephone number, and FAX)**B. Site Data**Name of Development: Newman Annexation & ZoningStreet Address: 7680 C.R. 140

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

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

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

Signature of applicant/agent _____ Date _____

Signature of property owner [Signature] Date 5/31/2022



ANNEXATION APPLICATION

448 East First Street, Suite 112

Salida, CO 81201

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

Email: planning@cityofsalida.com

Item 10.

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

A. Development Process

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

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

1. General Development Application

2. Annexation Petition

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

7. Public Notice.

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

8. Petition for Exclusion from the South Arkansas Fire Protection District**9. Special Fee and Cost Reimbursement Agreement completed**

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

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

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

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

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

ANNEXATION PETITION

Item 10.

"INSERT A"

(Description of territory proposed for annexation)

EXHIBIT A

A tract of land located in the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 6, Township 49 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado, described as follows:

Beginning at a point on the south boundary of County Road No. 140 from whence the north quarter corner of said Section 6 bears North $87^{\circ}19'$ East 1008.0 feet (said quarter corner is located 14.82 feet due south of a brass capped witness corner), also from said beginning point the northwest corner of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 6 bears North $79^{\circ}23'14''$ West 319.37 feet;

Thence proceeding around the tract herein described South $88^{\circ}55'09''$ East along the south boundary of said County Road 140 a distance of 242.0 feet;

Thence leaving said south roadway boundary South $01^{\circ}04'51''$ West 180.0 feet;

Thence North $88^{\circ}55'09''$ West 242.0 feet;

Thence North $01^{\circ}04'51''$ East 180.0 feet to the point of beginning.

Directions are based on solar observation.


Also known by the following address:

7680 County Road 140, Salida, CO 81201

And assessor's schedule or parcel number: 380706200002

ANNEXATION PETITION

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

Signature of Petitioners Requesting Annexation to the City of Salida, Colorado	Date of Signature of Each Petitioner	Mailing Address of each Petitioner	Description of Property Included the Area Proposed for Annexation Owned by Each person Signing this Petition. (Attach separate sheet, if necessary)
	5/31/2022	7680 COUNTY RD 140, SALIDA, CO 81201	

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

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

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

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

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

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

To whom it may concern,

I intend to use the property at 7680 County Road 140 in Salida, Colorado as the primary residence for myself and my family. The existing structures are to remain in place. We'd like to be able to replace the outdated septic system and connect to city water and sewer.

In the future, we have hopes of building additional units on the Eastern side of the property in order to provide additional housing for the community.

We are applying to be zoned R-3.

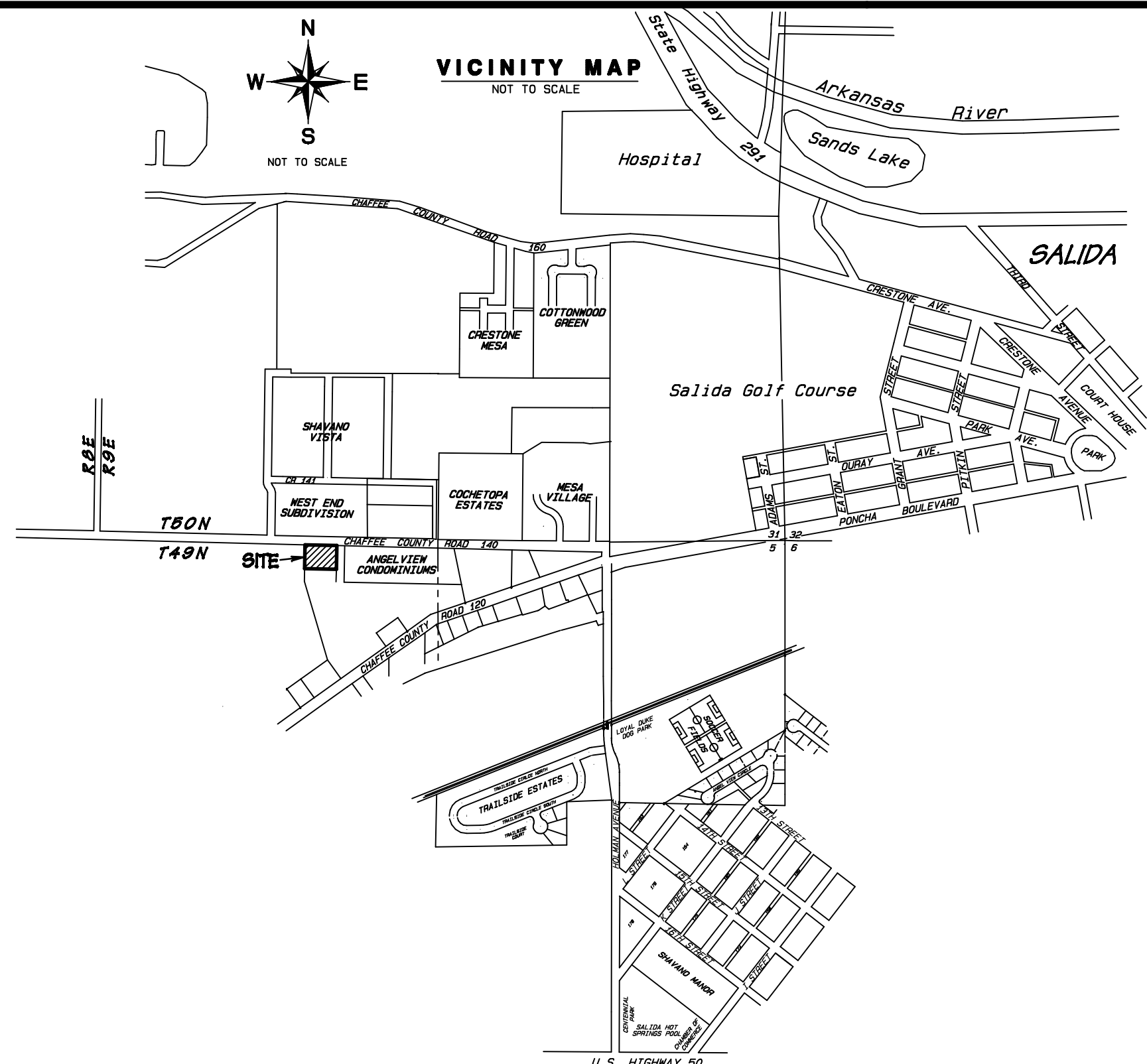
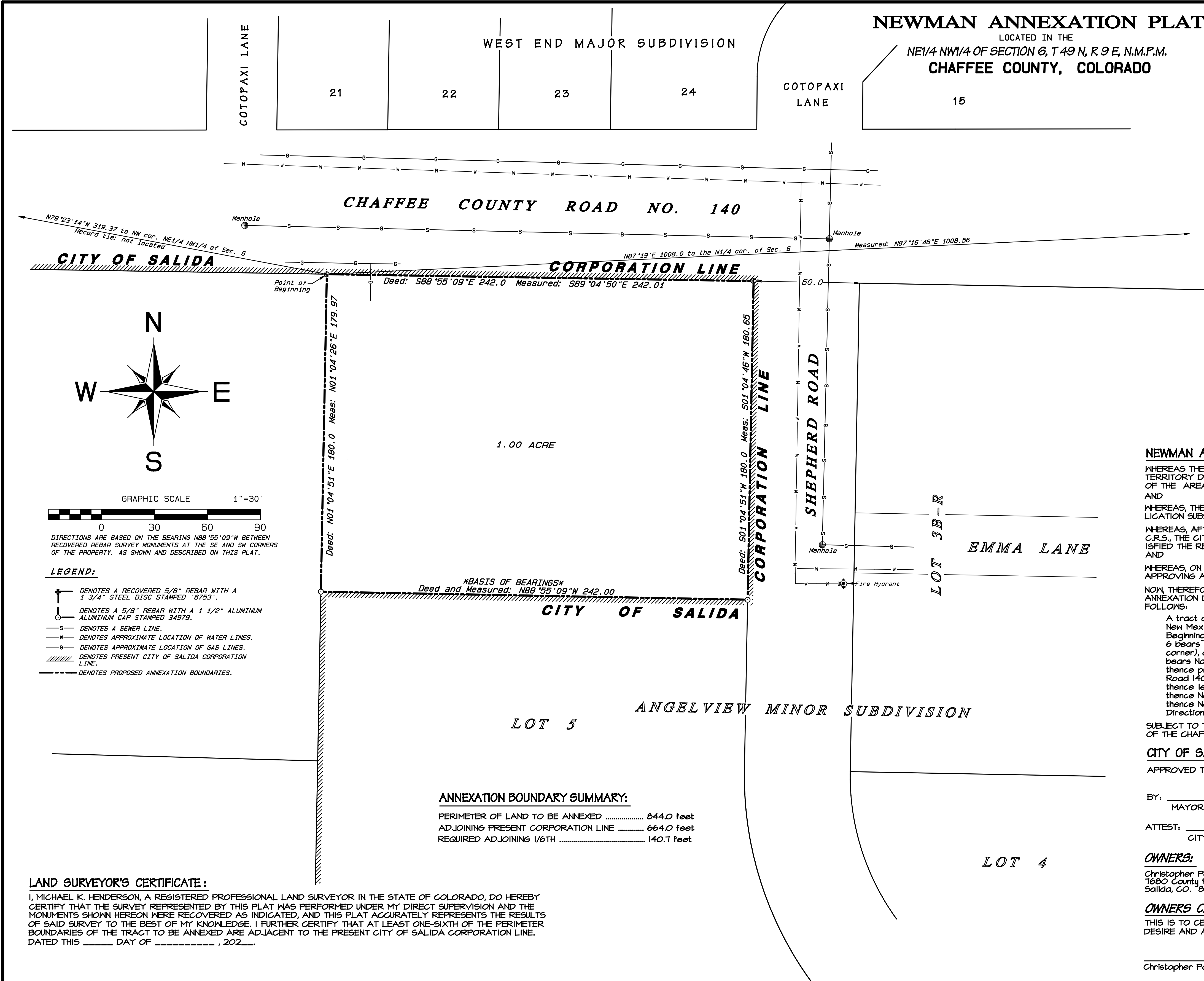
Please let me know if there is anything else that I can provide.

Thank you,



Christopher Newman

5/31/2022



NEWMAN ANNEXATION TO THE CITY OF SALIDA CERTIFICATION:

WHEREAS THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, HAS BEEN PRESENTED WITH AN APPLICATION TO ANNEX THE TERRITORY DESCRIBED HEREIN BY CHRISTOPHER PAUL NEWMAN AND ALEXANDRIA LIV PONDER NEWMAN, THE OWNERS OF 100% OF THE AREA TO BE ANNEXED;

AND

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

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

AND

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

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO DOES HEREBY APPROVE AND ACCEPT THE NEWMAN ANNEXATION DESCRIBED HEREIN; TO WIT, THE TERRITORY COMPRISING 1.0 ACRE, MORE OR LESS, AND BEING DESCRIBED AS FOLLOWS:

A tract of land located in the Northeast 1/4 of the Northwest 1/4 of Section 6, Township 49 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado, described as follows:

Beginning at a point on the south boundary of County Road No. 140 from whence the north quarter corner of said Section 6 bears North 87°14' East 1008.0 feet (said quarter corner is located 14.82 feet due south of a brass capped witness corner), also from said beginning point the northwest corner of the Northeast 1/4 of said Section 6 bears North 79°23'14" West 314.37 feet;

thence proceeding around the tract herein described South 88°55'04" East along the south boundary of said County Road 140 a distance of 242.0 feet;

thence leaving said south roadway boundary South 1°04'51" West 180.0 feet;

thence North 88°55'04" West 242.0 feet;

thence North 1°04'51" East 180.0 feet to the point of beginning.

Directions are based on solar observation.

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

CITY OF SALIDA APPROVAL:

APPROVED THIS ____ DAY OF _____, 202__.

BY: _____
MAYOR OF THE CITY OF SALIDA

ATTEST: _____
CITY CLERK

OWNERS:

Christopher Paul Newman and Alexandria Liv Ponder Newman
7680 County Road 140
Salida, CO. 81201

OWNERS CERTIFICATE:

THIS IS TO CERTIFY THAT THE UNDERSIGNED, BEING THE OWNERS OF 100% OF THE PROPERTY DESCRIBED AND SHOWN HEREON DESIRE AND APPROVE OF THE ANNEXATION OF SAID PROPERTY TO THE CITY OF SALIDA.

Christopher Paul Newman
Alexandria Liv Ponder Newman

CITY OF SALIDA CLERK'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS EXECUTED ANNEXATION MAP, ALONG WITH THE ORIGINAL ANNEXATION ORDINANCE FOR THE NEWMAN ANNEXATION WAS ACCEPTED FOR FILING IN MY OFFICE ON THE ____ DAY OF _____, 202__.

CITY CLERK

CHAFFEE COUNTY CLERK & RECORDER'S CERTIFICATE:

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

CHAFFEE COUNTY CLERK AND RECORDER

NOTARY PUBLIC: _____
ADDRESS: _____

STATE OF COLORADO }
COUNTY OF CHAFFEE }

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

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES _____

NEWMAN ANNEXATION PLAT
IN THE NE1/4 NW1/4 OF SEC. 6, T 49 N, R 9 E, N.M.P.M.
CITY OF SALIDA, COLORADO

CHAFFEE COUNTY

Job Number: J-22-086
DESIGNED: M. K. H.
DRAWN BY: TMOO CAD
CHECKED: S318 P. 50
FIG. BOOK: S318 P. 50
TSC3 GPS

HENDERSON LAND SURVEYING CO., INC.
203 G STREET
SALIDA, COLORADO

DATE: 5/26/22

DRAWING NO. L-22-26

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	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	September 6, 2022

ITEM

Ordinance 2022-16: Second reading and public hearing for the proposed zoning of High Density Residential (R-3) for the Newman Annexation.

BACKGROUND

The applicant, Christopher Newman, submitted an application to zone the Newman Annexation site located at 7680 C.R. 140 as High Density Residential (R-3). The request was heard by the Planning Commission on July 25, 2022 and the Commission recommended approval of the request.

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





CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	September 6, 2022

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

1. Consistent with Comprehensive Plan. The proposed amendment shall be consistent with the Comprehensive Plan.
 - The Comprehensive Plan includes the goals that new projects should complement the neighborhood's mass and scale; be focused within the Municipal Services Area (MSA) and be developed at maximum densities to make the best use of available infrastructure.
 - The zoning of R-3 would be consistent with the zoning found in the adjacent Angel View development and would continue the regular pattern of zone district application.
2. Consistency with Purpose of Zone District. The proposed amendment shall be consistent with the purpose of the zone district to which the property is to be designated.
 - Per the land use code, the purpose of the High-Density Residential (R-3) zone district is to provide for relatively high density duplex and multi-family residential areas, including primarily triplex, townhouse and apartment uses. Complementary land uses may also include such supporting land uses as parks, schools, churches, home occupations or day care, amongst other uses.
 - The parcel being annexed has a single-family residence and an ADU. The applicant has indicated that in the future he is hoping to build additional residential units in order to provide additional housing for the community.
 - Staff supports the request to zone the subject property as High-Density Residential (R-3).
3. Compatibility with Surrounding Zone Districts and Uses. The development permitted by the proposed amendment shall be compatible with surrounding zone districts, land uses and neighborhood character.
 - The zoning classification of High Density (R-3) is consistent and compatible with the zoning of the adjoining Angel View property and properties to the east of the property.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	September 6, 2022

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

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

PLANNING COMMISSION RECOMMENDATION

A public hearing with the Planning Commission was held July 25, 2022 and the Commission recommended Council approve the proposed zoning of the site as High-Density Residential (R-3).

STAFF RECOMMENDATION

Staff recommends approval of the proposed zoning of the Newman Annexation site as High Density Residential (R-3).

SUGGESTED MOTION

A council person should make the motion to “approve Ordinance 2022-16 on second reading.”

Attachment: Ordinance 2022-16
Application materials

**CITY OF SALIDA, COLORADO
ORDINANCE NO. 16
SERIES OF 2022**

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

WHEREAS, on May 31, 2022, representatives (the “Owners”), of Newman Annexation filed a General Development Application (the “Petition”) to commence proceedings to annex to the City of Salida (the “City”) a certain unincorporated tract of land comprised of 1 acre located at 7680 C.R. 140, Salida, in the County of Chaffee, State of Colorado, and being more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, by Ordinance No.15, Series of 2022 the City of Salida annexed the Newman Annexation to the City; and; and

WHEREAS, Petitioner has filed an application to zone the Property within the High Density Residential (R-3) zone district, and on July 25, 2022 the City of Salida Planning Commission considered the zoning application for the Property at a duly noticed public hearing and recommended that the City Council zone it as High Density Residential (R-3); and

WHEREAS, as required by the Salida Municipal Code, the public hearing on the zoning application for the Newman Annexation will be held on September 6, 2022 at a regularly scheduled meeting of the Salida City Council.

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

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

INTRODUCED ON FIRST READING, on August 16, 2022, ADOPTED and set for second reading and public hearing on the 6th day of September, 2022.

CITY OF SALIDA, COLORADO

Dan Shore, Mayor

[SEAL]

ATTEST:

City Clerk/Deputy Clerk

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

City Clerk/Deputy City Clerk

EXHIBIT A

A tract of land located in the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 6, Township 49 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado, described as follows:

Beginning at a point on the south boundary of County Road No. 140 from whence the north quarter corner of said Section 6 bears North $87^{\circ}19'$ East 1008.0 feet (said quarter corner is located 14.82 feet due south of a brass capped witness corner), also from said beginning point the northwest corner of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 6 bears North $79^{\circ}23'14''$ West 319.37 feet;

Thence proceeding around the tract herein described South $88^{\circ}55'09''$ East along the south boundary of said County Road 140 a distance of 242.0 feet;

Thence leaving said south roadway boundary South $01^{\circ}04'51''$ West 180.0 feet;

Thence North $88^{\circ}55'09''$ West 242.0 feet;

Thence North $01^{\circ}04'51''$ East 180.0 feet to the point of beginning.

Directions are based on solar observation.

Also known by the following address:

7680 County Road 140, Salida, CO 81201

And assessor's schedule or parcel number: 380706200002



PLANNING COMMISSION REGULAR MEETING

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

July 25, 2022 - 6:00 PM

MINUTES

Email public comments to: publiccomment@cityofsalida.com

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

CALL TO ORDER BY CHAIRMAN – 6:00 PM

ROLL CALL

PRESENT

Chairman Greg Follet
 Vice-Chair Francie Bomer
 Commissioner Judith Dockery
 Commissioner Giff Kriebel
 Commissioner Michelle Walker
 Alternate Commissioner Brian Colby

ABSENT

Commissioner Dave Haynes
 Alternate Commissioner Aaron Derwingson

APPROVAL OF THE MINUTES

1. June 27, 2022- Draft Minutes

Motion made by Vice-Chair Bomer, Seconded by Commissioner Walker.

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

THE MOTION PASSED.

UNSCHEDULED CITIZENS- N/A

AMENDMENT(S) TO AGENDA- N/A

PUBLIC HEARINGS

Public Hearings will follow the following procedure:

- | | |
|---|--|
| A. Open Public Hearing | E. Public Input |
| B. Proof of Publication | F. Close Public Hearing |
| C. Staff Review of Application/Proposal | G. Commission Discussion |
| D. Applicant's Presentation (if applicable) | H. Commission Decision or Recommendation |

2. **Salida Fire Station Annexation** - The City of Salida is requesting approval to annex the 2.94 acres located at 611 Oak Street.

A. Open Public hearing – 6:01pm

B. Proof of Publication -Yes

C. Staff Review of Application –

Planner Dunleavy reviews the application and recommends approval.

D. Applicant's Presentation –

Fire Chief Bess and Architect, Seth Clark, were present to answer questions.

Commissioners asked the applicants whether:

- The Stage and Rail Trail along the property would be conserved
- The City was collaborating with the School District

Chief Bess and Seth Clark confirmed that the Stage and Rail Trail are part of the design team plans and that the School District has their own design team.

E. Public Input – N/A

F. Close Public Hearing – 6:07pm

G. Commissioner Discussion –

H. Commission Recommendation –

Motion made by Vice-Chair Bomer to recommend City Council approve the Salida Fire Station Annexation application, Seconded by Commissioner Dockery.

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

THE MOTION PASSED.

- 3. Salida Fire Station zoning** - The City of Salida is requesting a zoning designation of Commercial (C-1), should the property be annexed.

A. Open Public hearing – 6:08pm

B. Proof of Publication -Yes

C. Staff Review of Application –

Planner Dunleavy explained the request to rezone the property to Commercial (C1) and recommends approval.

D. Applicant's Presentation –

Fire Chief Bess and Seth Clark were present to answer questions.

E. Public Input – N/A

F. Close Public Hearing – 6:14pm

G. Commissioner Discussion –

Commissioners asked about the difference between commercial and institutional zoning and whether a new institutional zoning would be a possibility for that lot in the future.

H. Commission Recommendation –

Motion made by Vice-Chair Bomer to recommend City Council approve the Salida Fire Station Annexation Zoning application, Seconded by Commissioner Kriebel.

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

THE MOTION PASSED.

- 4. Newman Annexation** - The applicant, Christopher Newman, is requesting approval to annex his 1 acre property located at 7680 C.R. 140.

A. Open Public hearing – 6:14pm

B. Proof of Publication -Yes

C. Staff Review of Application –

Planner Jefferson reviewed the application and recommended approval, subject to the following recommended conditions to be included in the annexation agreement:

1. Owner shall meet the inclusionary housing requirements of Article XIII of Chapter 16 of the Salida Municipal Code at the time of building permit submittal for additional units constructed on the property.
2. Owner agrees to pay at the time of building permit all applicable fees for the property in the amounts set forth pursuant to the Salida Municipal Code, or as hereafter amended, namely the building plan review; water and sewer system development fees; and the Fair Contribution to School Sites per Section 16-6-140 of the Salida Municipal Code (SMC)).
3. Fees in lieu of open space shall be provided, in an amount then in effect, at the time of issuance of a building permit for new residential units constructed on the property

D. Applicant's Presentation –

The applicant, Christopher Newman was not present.

E. Public Input – N/A

F. Close Public Hearing – 6:24pm

G. Commissioner Discussion –

Commissioners discussed the following:

- Whether the property was a natural extension of the City's municipal boundary and whether it meets the requirements for annexation.
- The failing septic system and the proximity the property is to municipal water and sewer.
- The benefit of this property being annexed into the City of Salida.
- Whether the property is in the municipal services area.

H. Commission Recommendation –

Motion made by Vice-Chair Bomer to recommend City Council approve the Newman Annexation application, with the three (3) conditions recommended by staff. The motion was Seconded by Alternate Commissioner Colby.

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

THE MOTION PASSED.

5. **Major Impact Review -Newman Zoning** - The applicant, Christopher Newman, is requesting a zoning designation of High Density Residential (R-3) should the property be annexed.

A. Open Public hearing – 6:31pm

B. Proof of Publication -Yes

C. Staff Review of Application –

Planner, Jefferson, reviewed the request from the applicant to be rezoned Residential (R-3). Staff supports the High Density R-3 zoning that would allow for 20 units on the property.

Commissioners asked:

- If there was a plan in place for that area.
- Whether all future projects in that area would be zoned R2 and R3.
- Will there be design standards set in place for future developments.

D. Applicant's Presentation –

The applicant, Christopher Newman was not present or online.

E. Public Input – N/A

F. Close Public Hearing – 6:43pm

G. Commissioner Discussion –

Commissioners discussed the following:

- The updates to the new land use code
- The current codes in regards to Major Subdivisions
- The sustainability of high density residential building

H. Commission Recommendation –

Motion made by Commissioner Kriebel, to recommend City Council approve the Newman Annexation Zoning application. The motion was Seconded by Commissioner Walker.

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

THE MOTION PASSED.

- 6. Major Impact Review - West End Subdivision Rezone** - The applicant Tory Upchurch is requesting to rezone Lot 15 of the West End Subdivision from Medium Density Residential (R-2) to High Density Residential (R-3).

A. Open Public hearing – 6:49pm**B. Proof of Publication -Yes****C. Staff Review of Application –**

Planner Dunleavy reviews request to rezone a parcel of the Upchurch property to R3. The purpose of the request is so the applicant, Tory Upchurch, can build 6 deed restricted units on Lot 15 instead of 5 deed restricted units.

Staff believes that this request is compatible with the existing structures and recommends approval contingent on approval from the Department of Public Works.

Commissioners asked staff the following:

- Whether the lot would still be eligible for the 6th deed restricted unit if it was not rezoned
- If the lot was rezoned to R-3, would there be room for 7 deed restricted units.

D. Applicant's Presentation –

Applicant, Tory Upchurch, was online and available to answer questions.

Commissioners asked the applicant the following:

- Whether there was a 7th deed restricted unit in the budget for this project.

Tory Upchurch responded that they will be building the affordable units at the same time and then donate them to Chaffee Housing Trust. The Housing Trust would then be responsible for filling the homes. Tory Upchurch explained that finances are an issue for the 7th unit.

Commissioners asked if there are different designs for the different units in the Upchurch Property.

Tory Upchurch confirmed that there are a variance in designs but it would not be eligible for the deed restricted units.

Director Almquist talked about the possibility of adding an Accessory Dwelling Unit to the property down the line.

E. Public Input – N/A**F. Close Public Hearing – 7:06pm****G. Commissioner Discussion –**

Commissioners discussed the following:

- Can commission recommend that any additional units built on that lot should also be deed restricted?
- Whether the deed restricted homes are rented or are they for sale.
- The language of the annexation agreement for the deed restriction units.

H. Commission Recommendation –

Motion made by Alternate Commissioner Colby, to recommend City Council approve the West End Subdivision Rezone application. The motion was Seconded by Commissioner Walker.

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

THE MOTION PASSED.

UPDATES

Director Almquist updated the Planning Commission on the RV Rental Park Program

COMMISSIONERS' COMMENTS

Commissioners requested a work session to discuss variances and the new land use code.

ADJOURN

With no further business to come before the Commission, the meeting adjourned at 7:24 pm

**GENERAL DEVELOPMENT APPLICATION**

448 East First Street, Suite 112

Salida, CO 81201

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

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

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

2. GENERAL DATA (To be completed by the applicant)**A. Applicant Information**Name of Applicant: CHRISTOPHER NEWMANMailing Address: 7680 COUNTY ROAD 140, SALIDA, CO, 81201Telephone Number: 314-503-4200 FAX: _____Email Address: Newman.Chris.P@gmail.comPower of Attorney/ Authorized Representative: _____
(Provide a letter authorizing agent to represent you, include representative's name, street and mailing address, telephone number, and FAX)**B. Site Data**Name of Development: Newman Annexation & ZoningStreet Address: 7680 C.R. 140

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

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

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

Signature of applicant/agent _____ Date _____

Signature of property owner [Signature] Date 5/31/2022

To whom it may concern,

I intend to use the property at 7680 County Road 140 in Salida, Colorado as the primary residence for myself and my family. The existing structures are to remain in place. We'd like to be able to replace the outdated septic system and connect to city water and sewer.

In the future, we have hopes of building additional units on the Eastern side of the property in order to provide additional housing for the community.

We are applying to be zoned R-3.

Please let me know if there is anything else that I can provide.

Thank you,



Christopher Newman

5/31/2022



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Drew Nelson - City Administrator	September 6, 2022

ITEM

Ordinance 2022-17 – An Ordinance of the City Council for the City of Salida, Colorado, Submitting Ballot Questions to the Electors of the City, In Accordance with Article X, Section 20 of the Colorado Constitution, Concerning the Imposition and Increase of Certain Occupation Taxes on the Business of Leasing or Renting Short-Term Accommodations, Second Reading and Public Hearing

BACKGROUND

Within the City of Salida (and Chaffee County as well), Short-Term Rentals (STRs) have reduced the affordable housing supply by distorting the housing market by removing a housing unit that was previously occupied by a City resident (or preventing a new unit from becoming housing for a resident) while simultaneously increasing demands for service throughout our community. More traffic, less parking, more water and wastewater usage, and more noise complaints are just a few of the impacts felt by the City due to the increase of STRs. In addition, fewer workers have access to safe and affordable housing (defined as housing that costs no more than 30% of their gross income) due to long-term rentals being converted into STRs.

The impact of STRs is not negligible to the Salida business community as it relates to workforce. While STRs may generate income for local businesses by consuming more services than typical (and in turn costing more to the consumer), businesses routinely struggle to meet demands due to the unavailability of the amount of workers needed to provide the service. In addition, the imbalance of costs of doing business between commercial lodging businesses and STRs is significant – mostly seen in the cost of property tax (STRs are taxed at 1/4th the rate as hotels and motels) but also in the cost of commercial liability insurance, ADA accessibility, fire and building code provisions, and many other requirements that commercial lodging must provide.

Finally, Salida has seen a significant increase in the STR market over the past few years. This is reflected in the most recent Housing Needs Assessment for Chaffee County, approved by the Chaffee Housing Authority within the last month. As noted in the report, hundreds of homes in Chaffee County that could be used as long-term rentals are being used as STRs, adding pressure to an already constrained housing market. STRs have rapidly increased across the County with a 56% increase in total listings on the market between 2019 and 2022. Salida's 2016 Housing Needs Assessment indicated that there were 105 STRs in Salida at that time; today that number is 231. Median monthly revenue for STRs is \$3,745 in the Salida area, which occupants would need to make \$150,000 annually (more than 200% of the Area Median Income) to be able to afford. This rate essentially excludes the entirety of the Salida workforce. In short, STRs create more demands for service while paying less for what they consume, all while impacting the availability of housing for the community's workforce.

The City of Salida has been tackling issues around affordable and workforce housing for some time. The City's Inclusionary Housing policies, deed restrictions, participating in the creation of the Chaffee Housing Authority, providing land to housing non-profit agencies, and directly funding affordable housing projects (just as Jane's Place) are just a few of the steps that the City Council has taken over the past few years. As the City Council is aware, finding funding for these affordable and workforce housing purposes has been challenging (to say the least). At this time, the City of Salida has no regular, sustainable source of revenue to fight the affordable housing crisis that Salida and Chaffee County are facing. As directed by the City Council at its retreat as well as during numerous worksessions and regular City Council meetings,



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Drew Nelson - City Administrator	September 6, 2022

staff has crafted Ordinance 2022-17 based on recommendations from the City Council to potentially place two ballot questions to be considered by City of Salida voters at the November 8, 2022 regular election.

There are two parts to Ordinance 2022-17: ballot questions asking 1) a new Occupational Tax on all Short-Term Rental licenses of ~~\$1,500~~ \$1,000 per year, and 2) an increase/change in the existing Occupational Lodging Tax applied to Short-Term Rental Business License holders from a maximum of \$4.82 per bedroom per night to up to ~~\$10~~ \$15 per bedroom per night. Both of these measures would be used to generate revenue that would be restricted to be used to promote affordable housing efforts in the City. These two measures would only apply to the approximately 230 Short-Term Rental Business License holders in the City, and would not affect hotels and motels separately. However, it should be noted that the City Council can choose to raise the existing Occupational Lodging Tax to its maximum level of \$4.82 per occupied room with approval of an ordinance to do so, which would raise the OLT for all lodging properties.

Staff has reviewed these two separate measures to understand their revenue impact in order to be compliant with ballot language requirements of the Taxpayer Bill of Rights (TABOR). For the first measure (increasing the OLT to ~~\$10~~ \$15 per night), Finance Department staff anticipates that it would generate as much as ~~\$350,000~~ \$525,000. For the second measure (~~\$1,500~~ \$1,000 per license), Finance Department staff believes that it could generate as much as ~~\$400,000~~ \$275,000 in its first year of implementation. TABOR requires an initial establishment of potential revenue generation in the ballot question; if more revenue is generated above this amount, a refund may be due back to taxpayers (which it is a best practice to avoid, if possible).

As noted in the City's Community Survey from March of 2022, 78% of respondents indicated that "affordable housing" was the top issue/priority/problem that the City of Salida should be addressing. 88% of respondents stated the City should allocate more resources to providing affordable housing, and 56% of respondents said the City should allocate more resources to managing short-term rentals. A plurality of respondents (35%) said that the City should fund affordable housing programs, services and developments through the imposition of a tax on short-term rentals. It should be noted that the City's status as a statutory city in the State of Colorado limits its abilities to create taxes based on percentages for lodging or similar purposes, and further restricts the City's ability to self-collect revenues to ensure that property tax reporting occurs (i.e. auditing purposes).

FISCAL NOTE

As noted above, staff analyses indicate that the first measure (increasing the OLT to ~~\$10~~ \$15 for STRs) would generate approximately ~~\$350,000~~ \$525,000 annually, while the second measure (establishing a new ~~\$1,500~~ \$1,000 tax per STR license) would generate approximately ~~\$400,000~~ \$275,000 annually, all for promoting affordable housing efforts in the City of Salida.

STAFF RECOMMENDATION

Staff recommends that the City Council forward Ordinance 2022-17 to the electorate for the City of Salida to be voted on during the November 8, 2022, general election.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Drew Nelson - City Administrator	September 6, 2022

SUGGESTED MOTION

A City Councilmember should state, "I move to approve Ordinance 2022-17 on second reading", followed by a second and a roll call vote.

CITY OF SALIDA, COLORADO
ORDINANCE NO. 17
(Series of 2022)

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO SUBMITTING BALLOT QUESTIONS TO THE ELECTORS OF THE CITY, IN ACCORDANCE WITH ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, CONCERNING THE IMPOSITION AND INCREASE OF CERTAIN OCCUPATION TAXES ON THE BUSINESS OF LEASING OR RENTING SHORT-TERM ACCOMMODATIONS

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

WHEREAS, pursuant to C.R.S. § 31-15-501(1)(c), the City possesses the authority “[t]o license, regulate, and tax, subject to any law of this state, any lawful occupation, business place, amusement, or place of amusements and to fix the amount, terms, and manner of issuing and revoking licenses issued therefor;”

WHEREAS, pursuant to Article X, Section 20 of the Colorado Constitution, voter approval is required for the imposition of new taxes and for the increase of existing taxes;

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

WHEREAS, imposing new taxes and increasing existing taxes on short-term rental license holders and diverting this revenue towards affordable housing efforts will improve the availability of affordable housing for the local workforce and residents;

WHEREAS, the City Council finds it desirable and appropriate, and in the best interest of the general health, safety, and welfare of its residents to submit ballot questions to the electors of the City, concerning the imposition and increase of certain occupation taxes on the business of leasing or renting short-term accommodations.

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

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

Section 2. The following question shall be submitted to the registered electors of the City of Salida at the coordinated general election to be held on Tuesday, November 8, 2022. The County Clerk shall cause a notice of election for the occupation tax ballot question to be published as part of the coordinated general election publication in substantially the same form as set below and add the question to the City’s General Election Ballot:

COMMENCING ON JANUARY 1, 2023, SHALL THE CITY OF SALIDA’S TAXES BE INCREASED BY AN ESTIMATED \$275,000.00 ANNUALLY (FIRST FULL FISCAL

YEAR INCREASE) AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER THROUGH THE ADOPTION OF AN ANNUAL OCCUPATIONAL LICENSE TAX OF \$1,000.00 ON SHORT-TERM RENTAL BUSINESS LICENSE HOLDERS, AND SHALL THE PROCEEDS OF SUCH TAX, TOGETHER WITH INVESTMENT EARNINGS THEREON, BE USED PRIMARILY TO PROMOTE AFFORDABLE HOUSING EFFORTS IN THE CITY, AND SHALL THE CITY BE AUTHORIZED TO COLLECT AND SPEND SUCH REVENUES AS A VOTER-APPROVED REVENUE CHANGE, NOTWITHSTANDING ANY REVENUE OR EXPENDITURE LIMITATION CONTAINED IN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

Yes: _____

No: _____

Section 3. The following question shall be submitted to the registered electors of the City of Salida at the coordinated general election to be held on Tuesday, November 8, 2022. The County Clerk shall cause a notice of election for the occupational lodging tax ballot question to be published as part of the coordinated general election publication in substantially the same form as set below and add the question to the City's General Election Ballot:

COMMENCING ON JANUARY 1, 2023, SHALL THE CITY OF SALIDA'S TAXES BE INCREASED BY \$525,000.00 ANNUALLY (FIRST FULL FISCAL YEAR INCREASE) AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER BY INCREASING THE OCCUPATIONAL LODGING TAX ON THE BUSINESS OF LEASING OR RENTING SHORT-TERM RENTAL UNITS FROM \$4.82 TO \$15.00 PER NIGHT, PER BEDROOM, AND SHALL ALL THE PROCEEDS OF SUCH TAX, TOGETHER WITH INVESTMENT EARNINGS THEREON, BE USED PRIMARILY TO PROMOTE AFFORDABLE HOUSING WITHIN THE CITY, AND SHALL THE CITY BE AUTHORIZED TO COLLECT AND SPEND SUCH REVENUES AS A VOTER-APPROVED REVENUE CHANGE, NOTWITHSTANDING ANY REVENUE OR EXPENDITURE LIMITATION CONTAINED IN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

Yes: _____

No: _____

Section 4. If a majority of the votes cast on the ballot questions submitted at the general election to be held on Tuesday, November 8, 2022 are in favor such question, then City Council shall be authorized to proceed with the necessary action to impose or increase the occupation tax in the form approved by the electors of the City. Any authority to impose or increase an occupation tax, if conferred by the results of the election, shall be deemed and considered a continuing authority to impose or increase an occupation tax so authorized at any one time, or from time to time, and neither the partial exercise of this authority, nor any lapse of time, shall be considered as exhausting or limiting the full authority to do so.

Section 5. Subject to voter approval at the general election to be held on Tuesday, November 8, 2022 and pursuant to C.R.S. § 29-2-106(2), the effective date of any occupation tax authorized shall be January 1, 2023.

INTRODUCED ON FIRST READING on this 16th day of August, 2022, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation by the City Council on this ____ day of _____, 2022, and set for second reading and public hearing on the 6th day of September, 2022.

INTRODUCED ON SECOND READING FINALLY ADOPTED and ORDERED PUBLISHED BY TITLE ONLY, by the City Council on this 6th day of September, 2022.

City of Salida

Mayor Dan Shore

ATTEST:

City Clerk/Deputy City Clerk



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Drew Nelson - City Administrator	September 6, 2022

ITEM

Amplified Noise Permit – High Side! Bar and Grill – Public Hearing

BACKGROUND

Per City Council direction, certain amplified Noise Permits are subject to public hearings as they relate to dates, hours of operation, and decibel levels. The City has received an application from High Side! Bar and Grill, located at 300 West Sackett Avenue, to host multiple live music events above the established administrative approval amounts of sixty (60) events per season. The High Side! has requested up to seventy two (72) events per the attached spreadsheet. As the Council is aware, the City Administrator may review and approve up to 60 permits; as the proposed number of events is above that amount, a public hearing shall be held to receive feedback from the public.

Public notice was posted on the property, on the City's website, and at the public notice posting area at the Toubert Building (see attached). The permit application is also attached for review.

FISCAL NOTE

None.

STAFF RECOMMENDATION

As of the preparation of this report, staff has received only one complaint regarding amplified sound events at High Side!, and that complaint was based on erroneous information about the hours of operation during a holiday weekend. Staff recommends approval of the amplified Noise Permit for High Side! Bar and Grill for up to seventy two (72) amplified sound events.

SUGGESTED MOTION

Following a public hearing, a City Councilmember should state, "I move to approve an amplified Noise Permit for High Side! Bar and Grill, located at 300 West Sackett Avenue, for up to seventy two amplified sound events, to end no later than October 1, 2022", followed by a second and a roll call vote.



CITY OF SALIDA

OVERVIEW OF LOCAL NOISE REGULATIONS & PERMITTING

Chapter 10, Article IX of the Salida Municipal Code (the “Code”) establishes regulations and standards for noise within the City of Salida (the “City”) to reduce and eliminate unnecessary and excessive noise which would otherwise be detrimental to residents and the community in the enjoyment of life, property, and the conduct of business. Of note, Section 10-9-30(c) of the Code provides that it is “unlawful for any person to emit or cause to be emitted any noise which leaves the premises on which it originates, inclusive of a public premises, crosses a property line and enters onto any other premises in excess” of the specified levels.

Pursuant to Sections 10-9-40(14) and 10-9-80 of the Code, however, the City may specifically exempt a particular noise from this prohibition through the issuance of a noise permit. Such a permit may include limitations and conditions to minimize the adverse impacts of the proposed noise may have on the community or surrounding neighborhood. Such limitations and conditions include, but are not limited to, the following: the hours of operation, maximum decibels, the type of sound amplification equipment, and the type of sound that may be amplified. No permit shall be issued for noise after 10:00 PM, with allowances to go until midnight on the Fridays and Saturdays of Memorial Day weekend, 4th of July weekend, and Labor Day weekend, and on the Thursday, Friday, and Saturday during the FIBArk Festival.

The issuance of a noise permit is at the sole discretion of the City Administrator or City Council, and the issuance of such permit does not confer any rights upon the permittee other than those expressly authorized by the permit. Violation of any of the conditions or limitations set forth in the noise permit may result in immediate revocation of the permit. Revocation of the noise permit does not preclude the City from seeking any remedies otherwise available under federal, state, or local law.

Applications for a noise permit must be submitted on the attached “Application for a Noise Permit” form and submitted at least five (5) working days prior to the date for which the permit is sought.

**CITY OF SALIDA****NOISE PERMIT APPLICATION**

Please fill out the form completely, including by signing and dating the application. Submitting an incomplete application is a basis for denial of a noise permit. Listing a particular type of audio amplification equipment, hours of operation, or any other information below does not guarantee the applicant's right to use such equipment or have an event at a particular time. Whether such application requests have been granted will be indicated in the issued permit.

Applicants may apply for events which are recurring (*i.e.*, live music every Thursday). Any such events should be clearly described as recurring in the event description and should identify all dates on which the event will occur.

Completed applications can be submitted in-person to the City Clerk at 448 E. First Street, Suite 112, or via email to clerk@cityofsalida.com. Applications must be submitted at least five (5) working days prior to the date for which the permit is sought.

I. Applicant Information.

Applicant Name:	Angela Winston
Applicant Business/Organization:	High Side! Bar & Grill
Applicant Phone:	970-980-7359
Applicant Email:	highsidesalida@gmail.com
Applicant Address:	300 West Sackett Ave, Salida, CO 81201
Sound Supervisor ¹ :	Angela/Thomas Winston
Sound Supervisor Phone:	970-980-7359

II. Event Information.

Description of Event:	Live amplified music outside on our riverside stage or on our covered deck.
Estimated Attendance:	50-100 people
Date(s):	Please shows listed BELOW the pink line on the google spreadsheet.
Hours of Event:	Varies and is listed on google spreadsheet
Location of Event:	High Side! bar & Grill

¹ The sound supervisor will be responsible for responding to and immediately addressing noise or other complaints in the absence of the applicant/permittee.



III. Noise Information.

Type of Noise (e.g., live music, parade):

Live music

Type of Sound Amplification Equipment:

PA system

IV. Agreement.

As the applicant for this noise permit, I, Angela Winston, hereby agree and understand that it is my responsibility to ensure compliance with the conditions and limitations set forth in the permit and all laws, rules, and regulations of the City of Salida, the state, and the federal government. I further agree and understand that any violations of the permit or applicable laws may result in the immediate revocation of the permit. Violations of the conditions and limitations set forth in the permit or applicable laws shall also be grounds for denial of future permit applications. I further understand and agree that the permit and application fee are non-refundable and non-transferrable.

Signature:

Date:

8/24/22

For use by the City Clerk only:

Application fee received: ☐ Yes ☐ No ☐ N/A

Signature:

Date:



CITY OF SALIDA NOISE PERMIT

Signature by the City Administrator on this noise permit indicates that the noise permit has been deemed granted to the applicant and the requested noise has been so authorized, subject to the conditions and limitations set forth below. Where the conditions or limitations set forth below contradict or conflict with the information contained in the application, the conditions and limitations will control.

I. Conditions and Limitations Applicable to All Permits.

The following conditions and limitations are applicable to all noise permits:

- No noise is permitted after 10:00 PM, unless specifically authorized by the City Council following a public hearing. No noise is permitted after midnight on the Fridays and Saturdays of Memorial Day weekend, 4th of July weekend, and Labor Day weekend. No noise is permitted after midnight on the Thursday, Friday, and Saturday during the FIBArk festival.
- No noise is authorized in excess of the maximum limit of 85 dB(A), as measured from any point along the property line or within the property line of the receiving premises. Measuring devices shall be those specifically utilized by the City of Salida.
- All amplification equipment shall be arranged so as to minimize the disturbance to neighboring properties, and permittees shall take reasonable measures to baffle or reduce noise impacts to neighbors.
- No outdoor amplified sound shall be permitted between November 1 through May 1.
- A maximum of sixty (60) amplified sound permits may be granted to same location during a single calendar year, unless additional permits are specifically authorized by the City Council following a public hearing.

II. Conditions and Limitations Applicable to this Permit.

The following conditions and limitations are applicable to this noise permit:

- _____
- _____
- _____

III. Expiration.

This noise permit is issued for the following dates and expires on the following date:

Date(s): _____

Expiration: _____

For use by the City Administrator only:

Application granted: [] Yes [] No

Signature: _____

Date: _____

Date	Band Name	Time	
5/7/22	Blue Recluse Quartet	7-10pm	
5/6/22	Slide Bayou	7-10pm	
5/13/22	Chris Nasca	7-10pm	
5/14/22	Bonnie Culpeper & Friends	7-10pm	
5/20/22	Jesh Yancey Solo	7-10pm	Don't need these permits due to
5/21/22	Roots & Rhythm	7-10pm	Don't need these permits due to
5/22/22	Julia Riback	1-4pm	Don't need these permits due to
5/27/22	Sleazy Grease	7:30-10:30pm	
5/28/22	Blue Recluse	7:30-10:30pm	
5/29/22	Bonnie Culpeper & Friends	1-4pm	
6/3/22	Pint & a Half	7-10pm	
6/4/22	Smelted Hearts	7-10pm	
6/9/22	Pam & Dan Band	7-10pm	
6/10/22	Laney Lou & Bird Dogs	7-10pm	
6/11/22	Queen Bees	7-10pm	
6/16/22	Old Mose	7:30-10:30pm	
6/17/22	The Milo Hayes Meld	7:30-10:30pm	
6/18/22	Roundhouse Assembly	8-11pm	
6/19/22	Bonnie Culpeper & Friends	1-4pm	
6/24/22	MoChampipple	7-10pm	Original band cancelled due to C
6/25/22	Lucky Overton & Ellwood Barrett	7-10pm	
6/26/22	Round House Unleaded	1-4pm	Original band cancelled
6/30/22	Tiffany Christopher	6-9pm	
7/1/22	Alex Johnstone/Bruce Hayes	7:30-10:30pm	Original band cancelled due to C
7/2/22	Old Mose	7:30-10:30pm	
7/3/22	Alex Johnstone	1-4pm	Original band cancelled due to C
7/8/22	El Camino	7-10pm	
7/9/22	Blue Rooster	7-10pm	
7/10/22	Sad Hands	1-4pm	
7/14/22	Hogan & Moss	6-9pm	
7/15/22	David Lawrence & the Spoonfuls	7-10pm	
7/16/22	Rusty Lungs	7-10pm	
7/17/22	Jesh Yancey Solo	1-4pm	
7/21/22	High Water Line Band	6-9pm	
7/22/22	Smelted Hearts	7-10pm	
7/23/22	Britt Devens Band	7-10pm	
7/24/22	Melody Monroe	1-4pm	
7/29/22	Wanderlust Road	7-10pm	
7/30/22	Rodney Rice & Band	7-10pm	
7/31/22	Mark Gillick & Gary Sloan	1-4pm	

8/4/22	Grant Hudson	6-9pm	
8/5/22	The Barlow	7-10pm	
8/6/22	Roundhouse Assembly	7-10pm	
8/7/22	Jesh Yancey Solo	1-4pm	
8/12/22	Blue Recluse	7-10pm	
8/13/22	Sposta	7-10pm	
8/14/22	Sad Hands	1-4pm	CHANGED BANDS 7/13/22
8/19/22	Secret Six	7-10pm	
8/20/22	Westrock	7-10pm	
8/21/22	Jesh Yancey Solo	1-4pm	
8/26/22	Lucky Overton & Ellwood Barrett	7-10pm	
8/27/22	Grits & Greens	7-10pm	
8/28/22	David Lawrence	1-4pm	
9/2/22	MoChampipple	8-11pm	
9/3/22	Chris Nasca	8-11pm	
9/4/22	Bonnie Culpeper & Friends	1-4pm	
9/10/22	Zephyr Jazz Trio	7-10pm	
9/11/22	Sad Hands	1-4pm	
9/16/22	2MX2 Fundraiser for Fun Street Arcade	7-10pm	
9/17/22	Sposta	7-10pm	Band changed as of 8/17/22
9/23/22	Smelted Hearts	7-10pm	New band as of 8/13/22
9/24/22	Alex Johnstone	7-10pm	NEW band as of 8/18/22
9/25/22	John Till	1-4pm	
9/30/22	Sugar Britches	7-10pm	
10/1/22	Sugar Britches	7-10pm	
Requesting additional permits for the following:			
9/23/22	Smelted Hearts		
9/24/22	Alex Johnstone	7-10pm	
10/1/22	Sugar Britches	7-10pm	
10/7/22	Roots & Rhythm	7-10pm	
10/14/22	Smelted Hearts	7-10pm	
10/15/22	The Rescue Band	7-10pm	
10/21/22	Sad Hands	7-10pm	
10/22/22	Bruce Hayes	7-10pm	
10/28/22	Blue Recluse	7-10pm	
10/29/22	Bonnie & Friends	7-10pm	

**NOTICE OF PUBLIC HEARING BEFORE THE CITY COUNCIL FOR THE CITY OF
SALIDA CONCERNING A NOISE PERMIT APPLICATION**

TO ALL MEMBERS OF THE PUBLIC AND INTERESTED PERSONS: PLEASE TAKE NOTICE: that on September 6, 2022 at or about the hour of 6:00 p.m. a public hearing will be conducted by the City of Salida City Council at City Council Chambers, 448 East First Street, Suite 190, Salida, Colorado and online at the following link: <https://attendee.gotowebinar.com/register/6382995264411204366>. The hearing concerns a Noise Permit Application filed by Angela Winston of High Side! Bar and Grill, located at 300 West Sackett Avenue in Salida, Colorado.

The applicant is requesting to provide amplified sound outdoors for up to seventy two (72) amplified sound events, which is above the sixty (60) amplified sound events that are typically permitted administratively.

Interested persons are encouraged to attend the public hearings. Further information on the application may be obtained from the City Administrator, (719) 539-4555.

*Please note that it is inappropriate to personally contact individual City Councilors or Planning Commissioners, outside of the public hearing, while an application is pending. Such contact is considered ex parte communication and will have to be disclosed as part of the public hearings on the matter. If you have any questions/comments, you should email or write a letter to staff, or present your concerns at the public meeting via the above GoToWebinar link so your comments can be made part of the record.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	September 6, 2022

ITEM

Resolution 2022-40: Approving the Findings of Fact of the Newman Annexation.

BACKGROUND

The proposed actions for the Newman Annexation are as follows:

Proposed Action	Planning Commission Recommendation	City Council First Reading	City Council Final Action
Annexation Ordinance 2022-15	07/25/2022	08/16/2022	09/06/2022
Findings of Fact Resolution 2022-40			09/06/2022
Annexation Agreement Resolution 2022-41			09/06/2022
Zoning Ordinance 2022-16	07/25/2022	08/16/2022	09/06/2022

State statutes require cities to approve findings that the proposed annexation has met the requirements of the State of Colorado. The proposed annexation consists of 1 acre located at 7680 C.R. 140. The findings include:

- Notice in the paper for four consecutive weeks: the proposed annexation was published in the Mountain Mail on July 22, 2022, July 29, 2022, August 5, 2022, and August 12, 2022.
- Mail notice by registered mail to County Clerk, County Attorney, Salida School District, HRRMC Hospital District, Upper Arkansas Water Conservancy District, Salida Regional Library, Colorado Mountain College-Salida District and South Arkansas Fire Protection District. The letters were mailed on July 29, 2022.
- We held a public hearing on the annexation on September 6, 2022 and determined the area to be annexed complies with state statutes including:
 - That not less than one-sixth of the perimeter of the area is adjacent to Salida's boundary;
 - The property has not been divided since starting the annexation;
 - No other annexation proceedings including the property have been started by another municipality;
 - The annexation will not cause the property to be detached from the school district; and
 - The annexation is not three miles beyond our municipality and there is a Three Mile Plan in place.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	September 6, 2022

STAFF RECOMMENDATION

All of the findings have been met and staff recommends the Council adopt Resolution 2022-40

SUGGESTED MOTION

A council person should make the motion to “adopt Resolution 2022-40 approving the findings of facts for the Newman Annexation.”

Attachment:

Resolution 2022-40

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 40
SERIES OF 2022**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,
MAKING FINDINGS OF FACT, DETERMINATIONS, AND CONCLUSIONS CONCERNING
THE NEWMAN ANNEXATION.**

WHEREAS, on May 31, 2022, Christopher and Alexandria Liv Ponder Newman (the “Owners”) filed a General Development Application (the “Petition”) to commence proceedings to annex to the City of Salida (the “City”) a certain unincorporated tract of land they own comprised of 1 acre located at 7680 C.R. 140, Salida, in the County of Chaffee, State of Colorado, and being more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, the City Council by Resolution 31, Series of 2022, found that the Petition is in substantial compliance with § 31-12-107(1) of the Colorado Revised Statutes; and

WHEREAS, the City Clerk has provided notice of public hearing on the proposed annexation by publication once per week for four successive weeks and by registered mail to the Clerk of the Board of County Commissioners, the County Attorney, the school district and to any special district having territory in the area to be annexed; and

WHEREAS, the City Council has completed a public hearing on September 6, 2022 to determine of the proposed annexation complies with Article II, Section 30 of the Colorado Constitution and Sections 31-12-104 and 105, Colorado Revised Statutes, to establish eligibility for annexation.

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

That the City Council hereby finds and concludes with regard to the annexation of the territory described in Exhibit A attached hereto and incorporated herein, that not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the existing boundaries of the City and because of such contiguity, a community of interest exists between the territory proposed to be annexed and the City; and

BE IT FURTHER RESOLVED:

That the City Council finds and determines that no land held in identical ownership has been divided or included without written consent of the owner thereof; that no annexation proceedings have been commenced by another municipality; that the annexation will not result in the detachment of area from a school district; that the annexation will not result in the extension of a municipal boundary more than three miles; that the City has in place a plan for said three mile area; and that in establishing the boundaries of the area to be annexed the entire width of any street or alley is included with the area annexed.

BE IT FURTHER RESOLVED:

That an election is not required, and no additional terms or conditions are to be imposed upon the area to be annexed.

RESOLVED, APPROVED AND ADOPTED this 6th day of September, 2022.

CITY OF SALIDA, COLORADO

Dan Shore, Mayor

[SEAL]
ATTEST:

City Clerk/Deputy City Clerk

EXHIBIT A

A tract of land located in the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 6, Township 49 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado, described as follows:

Beginning at a point on the south boundary of County Road No. 140 from whence the north quarter corner of said Section 6 bears North $87^{\circ}19'$ East 1008.0 feet (said quarter corner is located 14.82 feet due south of a brass capped witness corner), also from said beginning point the northwest corner of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 6 bears North $79^{\circ}23'14''$ West 319.37 feet;

Thence proceeding around the tract herein described South $88^{\circ}55'09''$ East along the south boundary of said County Road 140 a distance of 242.0 feet;

Thence leaving said south roadway boundary South $01^{\circ}04'51''$ West 180.0 feet;

Thence North $88^{\circ}55'09''$ West 242.0 feet;

Thence North $01^{\circ}04'51''$ East 180.0 feet to the point of beginning.

Directions are based on solar observation.

Also known by the following address:

7680 County Road 140, Salida, CO 81201

And assessor's schedule or parcel number: 380706200002



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	September 6, 2022

ITEM

Resolution No. 2022-41 – A Resolution of the City Council of the City of Salida, Colorado, Approving an Annexation Agreement with Christopher and Alexandria Newman for the Annexation of Certain Real Property into the City.

BACKGROUND

The applicants made an application to annex their property located at 7680 C.R. 140.

The request was heard by the Planning Commission on July 25, 2022 and the Commission recommended the site be annexed.

At the Planning Commission hearing for the proposed annexation, staff suggested the annexation agreement would include the following conditons:



1. Owner shall meet the inclusionary housing requirements of Article XIII of Chapter 16 of the Salida Municipal Code at the time of building permit submittal for additional units constructed on the property.
2. Owner agrees to pay at the time of building permit all applicable fees for the property in the amounts set forth pursuant to the Salida Municipal Code, or as hereafter amended, namely the building plan review; water and sewer system development fees; and the Fair Contribution to School Sites per Section 16-6-140 of the Salida Municipal Code (SMC)).



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	September 6, 2022

3. A fee in lieu of open space shall be provided, in an amount then in effect, at the time of issuance of a building permit for new residential units constructed.

Section 5.4 of the Newman Annexation Agreement includes the three recommended conditions.

The property owners have paid the wastewater system development fees and are in the process of connecting to the City's wastewater system. They have requested to be allowed to connect to the City's municipal water system and pay the system development fees of \$14,979 over a period of five (5) years. The Administrator and City Attorney agreed that the request was reasonable.

Staff added the following language to Paragraph 5.5.1 of the Newman Annexation Agreement.

The City Council, acting by and through the City of Salida Water and Sewer Enterprise, agrees to allow Christopher and Alexandria Newman to pay System Development Fees for connection to the municipal water for the existing single-family residence and detached accessory dwelling unit (ADU) due now (\$14,979.00) over a five (5) year term with payments due monthly. Interest will be calculated at 3% per annum, see amortization schedule (Exhibit B to the Annexation Agreement). Payments of \$269.15 are due on the 1st day of every month beginning October 1, 2022 and ending October 1, 2027. No penalty will be assessed for an early payment of the remaining balance of system development fees.

If the system development fees are increased during the repayment period, the owners will be assessed the increased amount.

In accordance to Chapter 13, Article III of the Salida Municipal Code, (13-3-100) the City may certify delinquent charges, assessments or interest to the Chaffee County Treasurer for collection in the event the owner fails to make the monthly payments.

After the property is connected to the City's municipal water the owner may continue to use the existing well on the property for irrigation only if owner's well permit allows for such use.

STAFF RECOMMENDATION

Staff recommends approval of the annexation agreement for the Newman Annexation.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	September 6, 2022

SUGGESTED MOTION

A council person should make the motion to “approve Resolution 2022-41 approving the Newman Annexation agreement.”

Attachments:

Resolution 2022-41

Newman Annexation Agreement (Exhibit A to Resolution 2022-41)

Newman repayment amortization schedule (Exhibit B to the Newman Annexation Agreement)

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 41
(Series of 2022)**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING AN ANNEXATION AGREEMENT WITH CHRISTOPHER AND ALEXANDRIA NEWMAN FOR THE ANNEXATION OF CERTAIN REAL PROPERTY INTO THE CITY.

WHEREAS, Christopher and Alexandria Liv Ponder Newman are the “Owners” of certain real property located at 7680 C.R. 140, in unincorporated Chaffee County, Colorado (the “Property”); and

WHEREAS, the Property is eligible for annexation under C.R.S. § 31-12-104, and the Owners desire to annex the Property into the City of Salida (the “City”); and

WHEREAS, the Owners desire that the City provide municipal services at the Property on the same terms and conditions as those services are provided throughout the rest of the City; and

WHEREAS, the City and the Owners desire to enter into an Annexation Agreement, attached as Exhibit A and incorporated herein by this reference, pursuant to C.R.S. §31-12-101 *et seq.* to set forth the terms and conditions of the Property’s annexation into the City.

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

1. Incorporation of Recitals. The City incorporates the foregoing recitals as findings and determinations by the City Council.

2. Enactment. The City Council finds it is in the best interests of the City, approves the attached Annexation Agreement, and authorizes the Mayor to sign it.

RESOLVED, APPROVED AND ADOPTED this 6th day of September, 2022.

CITY OF SALIDA, COLORADO

Dan Shore, Mayor

[SEAL]

ATTEST:

City Clerk/Deputy City Clerk

NEWMAN ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2022, by and between the CITY OF SALIDA, COLORADO, a Colorado statutory city (“City”), and Christopher and Alexandria Liv Ponder Newman, each a “Party” and together the “Parties.”

Section 1 - Recitals

- 1.1 The Annexor is the fee title owner of 100% of certain lands known as the “Newman Annexation” and more particularly described on attached **Exhibit A**, which is incorporated herein by this reference (the “Property”).
- 1.2 The Property is contiguous to the current municipal boundaries of the City and contains 1 acre, in unincorporated Chaffee County, Colorado.
- 1.3 The Annexor desires to have the Property annexed to the City, and the City desires to annex the Property on the terms and conditions set forth herein.
- 1.4 Under Colorado law, the City may not annex the Property without the consent of the Annexor.
- 1.5 On May 31, 2022, the Annexor filed with the City Clerk a petition for annexation of the Property (“Annexation Petition”).
- 1.6 The City has determined that the Annexation Petition complies with the Colorado Municipal Annexation Act of 1965, as amended, Colorado Revised Statutes sections 31-12-101 through -123 (the “Annexation Act”), and Article IX of the City’s Land Use and Development Code.
- 1.7 The City has accepted the Annexation Petition, has given all notices and conducted all hearings required by the Annexation Act, has determined that the Property is eligible for annexation to the City, and has made all necessary findings in support of the annexation of the Property.
- 1.8 On July 25, 2022, the Salida Planning Commission held a public hearing and reviewed the annexation map and all required supportive information and has submitted a written recommendation to the City Council to approve the proposed annexation.
- 1.9 On September 6, 2022 the City Council adopted Ordinance No. 2022-15 annexing the Property to the City; and Ordinance No. 2022-16, zoning the Property as High Density Residential (R-3).

- 1.10 The City and the Annexor desire to enter into this Agreement to set forth their agreements concerning the terms and conditions of the annexation of the Property to the City and the zoning and development of the Property.
- 1.11 The City and the Annexor acknowledge that the terms and conditions hereinafter set forth are reasonable; within the authority of each to perform; necessary to protect, promote, and enhance the health, safety, and general welfare of the residents and property owners of the City; and mutually advantageous.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Annexor agree as follows:

Section 2 – Definitions

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

- 2.1 “Agreement” means this Annexation Agreement. The Recitals in Section 1 above are fully incorporated into this Agreement and made a part hereof by this reference.
- 2.2 “Annexation Act” means sections 31-12-101 through -123, Colorado Revised Statutes.
- 2.3 “Annexation Petition” means the Petition for Annexation of the Property filed of record with the City Clerk on May 31, 2022.
- 2.4 “Annexor” means Christopher and Alexandria Newman, and any and all successor(s), assigns and agent(s) and subsequent owners of the Property.
- 2.5 “City” means the City of Salida, a Colorado statutory City.
- 2.6 “City Code” means the City of Salida Municipal Code (SMC).
- 2.7 “City Council” means the City Council of the City of Salida, Colorado.
- 2.8 “Effective Date” means the date on which City Council adopted a resolution approving the execution of this Agreement. On the Effective Date, this Agreement will become binding upon and enforceable by the City and the Annexor.
- 2.9 “Final Annexation Approval” means that all of the following have occurred:
- 2.9.1 City Council has adopted a resolution approving the execution of this agreement;
- 2.9.2 The effective date of Ordinance No. 2022-15, annexing the Property to the City, has occurred; and
- 2.9.3 The effective date of Ordinance No. 2022-16, zoning the Property as High Density

Residential (R-3) has occurred.

- 2.10 “Property” means the land that is described as the Newman Annexation in the Annexation Petition and that is legally described in attached **Exhibit A**.
- 2.11 “Reimbursable Costs and Fees” means all fees and costs incurred by the City in connection with the City’s processing and review of the proposed annexation, including without limitation processing and review of the Annexation Petition, zoning applications, and development proposals; and the City’s drafting, review, and execution of this Agreement.

Section 3 – Purpose of Agreement and Binding Effect

- 3.1 The purpose of this Agreement is to establish a contractual relationship between the City and the Annexor with respect to the annexation of the Property, and to establish the terms and conditions upon which the Property will be annexed, zoned, and developed. The terms, conditions, and obligations described herein, including without limitation restrictions upon the zoning and development of the Property, are contractual obligations of the Parties, and the Parties waive any objection to the enforcement of the terms of this Agreement as contractual obligations.
- 3.2 This Agreement benefits and is binding upon the City, the Annexor, and the Annexor’s successor(s), assign(s) and subsequent owner(s). Unless otherwise specified herein, the Annexor’s obligations under this Agreement constitute a covenant running with the Property. As described in Section 9.13 below, the Annexor shall record this Agreement with the Clerk and Recorder of Chaffee County, Colorado.

Section 4 – Annexation of Property

- 4.1 The Annexor agrees to the Annexation of the Property, and the City agrees that it will annex the Property, only in accordance with the terms and conditions of this Agreement.

Section 5 – Terms and Conditions for Annexation of Property

- 5.1 All terms and conditions imposed by this Agreement are in addition to and not in place of any and all requirements of the City Code, the Annexation Act, and all other applicable laws and regulations.
- 5.2 Annexation of the Property to the City will not be effective until both of the following conditions have been met:
- 5.2.1 The Annexor and the City have mutually executed and delivered this Agreement;
and
- 5.2.2 Final Annexation Approval has occurred.

5.3 Zoning of Property.

- 5.3.1 On July 25, 2022, the Salida Planning Commission recommended zoning the Property as High Density Residential (R-3).
- 5.3.2 At its September 6, 2022 meeting, the City Council approved Ordinance 2022-16 zoning the Property as High Density Residential (R-3).
- 5.3.3 Nothing in this Agreement limits, restricts, or abrogates in any way, and this Agreement is not to be construed to limit, restrict, or abrogate in any way, the power or authority of the City to rezone the Property or any portion thereof at any time after annexation, either on the City's own motion or in response to a zoning petition.

5.4 Development of Property.

- 5.4.1 The existing single family residence was built in 1971 and the accessory dwelling unit was built in 1997.
- 5.4.2 New residential dwelling units constructed on the Property shall meet the inclusionary housing requirements of Article XIII of Chapter 16 of the Salida Municipal Code. The applicant volunteers to either provide the required Inclusionary Housing or pay an in-lieu fee at the rate in effect at the time of building permit application of any new residential dwelling units within the Newman Annexation and on the Property.
- 5.4.3 Annexor agrees that any new residential dwelling units constructed on the Property shall meet the requirements of Land Use Code Sec. 16-6-140, Fair Contributions to Public School Sites, at the time of building permit submittal.
- 5.4.4 Annexor agrees that for any new residential dwelling units constructed on the property a fee in lieu of open space shall be provided, in an amount then in effect, at the time of issuance of a building permit for new residential units constructed.

5.5 Utilities and Municipal Services. The City shall provide the Property the usual and customary municipal services provided by the City within its municipal limits generally, in accordance with the City Code and City policies. Limitations upon the availability of City utility service may exist from time to time. The Property is and will remain subject to all policies, ordinances, rules, regulations, platting restrictions, and permitting procedures currently in effect or enacted in the future to allocate or regulate the use of the City's utility resources generally throughout the City.

- 5.5.1 Water and Wastewater Service. The City shall provide water and wastewater treatment services to the Property upon the same basis as such services are provided to other properties within the City, subject to the rules and regulations given in Section 13 of the City Code, as it exists now and as it may be amended. The property

owners have paid the wastewater system development fees and are in the process of connecting to the City's wastewater system. They have requested to be allowed to connect to the City's municipal water system and pay the system development fees of \$12,269 over a period of five (5) years.

The City Council, acting by and through the City of Salida Water and Sewer Enterprise, agrees to allow Christopher and Alexandria Newman to pay System Development Fees for connection to the municipal water for the existing single-family residence and detached accessory dwelling unit (ADU) due now (\$14,979.00) over a five (5) year term with payments due monthly. Interest will be calculated at 3% per annum, see amortization schedule (Exhibit B to the Annexation Agreement). Payments of \$269.15 are due on the 1st day of every month beginning October 1, 2022 and ending October 1, 2027. No penalty will be assessed for an early payment of the remaining balance of system development fees. If the system development fees are increased during the repayment period, the owners will be assessed the increased amount.

In accordance to Chapter 13, Article III of the Salida Municipal Code, (13-3-100) the City may certify delinquent charges, assessments or interest to the Chaffee County Treasurer for collection in the event the owner fails to make the monthly payments.

After the property is connected to the City's municipal water the owner may continue to use the existing well on the property for irrigation only if owner's well permit allows for such use.

- 5.5.2 Fire Protection Services. The City shall provide fire protection services to the Property upon the same basis as such services are provided to other properties within the City.
- 5.5.3 Police Services. The City shall provide police services to the Property upon the same basis as such services are provided to other property within the City.
- 5.5.4 Electric, Natural Gas, Telephone, Cable TV, and Other Utility Services. The City does not provide electric, natural gas, telephone, or cable TV facilities or services. Such services are available within the City from private entities. The extension of such services to the Property is not the obligation or responsibility of the City.
- 5.5.5 Streets and Roads. Within its municipal boundaries, the City shall maintain any duly dedicated and accepted public streets and roads that serve the Property, both on- and off-site, upon the same basis as such services are provided to other properties within the City.
- 5.6 Fees. The Annexor shall pay to the City the fees described below at the time set forth below:
 - 5.6.1 Annexor's Reimbursement of Processing Fees. The Annexor shall reimburse the

City for all fees and actual costs incurred by the City in connection with the City's processing and review of the proposed annexation, including without limitation processing and review of the Annexation Petition, zoning applications, and development proposals, and the City's drafting, review, and execution of this Agreement ("Reimbursable Costs and Fees"). The Reimbursable Costs and Fees include but are not limited to the City's costs incurred for engineering, surveying, and legal services, including the services of outside City consultants and/or counsel; recording fees; printing and publication costs; and any and all other reasonable costs incurred by the City. Interest will be imposed at rate of 1.5% per month on all balances not paid to the City within thirty (30) days of the effective date of the City's invoicing of the Annexor for the Reimbursable Costs and Fees, with that effective date determined in accordance with Section 9.8 below. In addition to any and all remedies available to the City and in the event the City is forced to pursue collection of any amounts due and unpaid under this provision or under this Agreement, the City shall be entitled to collect attorney's fees and costs incurred in said collection efforts in addition to the amount due and unpaid.

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

Section 6 – Zoning

- 6.1 The Annexor requests and consents to High Density Residential District (R-3). Upon Final Annexation Approval, the Property will be subject to and must adhere to all applicable zoning regulations of the City, as those regulations may be amended. The Annexor shall cease and desist from any non-conforming uses on the Property within one (1) year from the date of Final Annexation Approval. In that one (1) year period, there must be no expansion of any non-conforming use.

Section 7 – Breach by Annexor and City's Remedies

- 7.1 In the event of a breach of any of the terms and conditions of this Agreement by the Annexor, the City may take any action necessary or appropriate to enforce its rights, including without limitation any or all of the following:
- 7.1.1 The refusal to issue any building permit or Certificate of Occupancy to the Annexor; provided, however, that this remedy will be unavailable to the City until after the affidavit described in Section 7.1.2 below has been recorded; and provided further that this remedy will not be available against a bona fide third party.

- 7.1.2 The recording with the Chaffee County Clerk and Recorder of a first affidavit approved in writing by the City Attorney and signed by the City Administrator or the City Administrator's designee, declaring that the terms and conditions of this Agreement have been breached by the Annexor. At the next regularly scheduled City Council meeting following recording of such first affidavit, the City Council shall either approve the filing of said first affidavit or direct the City Administrator to file a second affidavit declaring that the default has been cured and nullifying the first affidavit. Upon the recording of a first affidavit, no parcels or portions thereof on the Property may be sold until the default has been cured. An affidavit signed by the City Administrator or the City Administrator's designee and approved by the City Council declaring that the default has been cured will remove this restriction and be sufficient evidence when recorded that the default has been cured.
- 7.1.3 The refusal to allow further development review for the Property.
- 7.1.4 Any other remedy available in equity or at law.
- 7.2 Unless immediate action is necessary to protect the health, safety, or welfare of the City's residents, the City shall give the Annexor ten (10) days' written notice of the City's intent to take any action under this Section 7, during which 10-day period the Annexor may cure the breach described in said notice and prevent further remedial action by the City. In the event the breach is not cured within the 10-day period, the City will consider whether the Annexor has undertaken reasonable steps to timely complete the cure if additional time is required.
- 7.3 The District Court of the County of Chaffee, State of Colorado, will have exclusive jurisdiction to resolve any dispute over this Agreement.
- 7.4 Any waiver by the City of one or more terms of this Agreement will not constitute, and is not to be construed as constituting, a waiver of other terms. A waiver of any provision of this Agreement in any one instance will constitute, and is not to be construed as constituting, a waiver of such provision in other instances.

Section 8 – Indemnification and Release

- 8.1 Release of Liability. The Annexor acknowledges that the City cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the City Code, City ordinances, and the laws of the State of Colorado. The Annexor further acknowledges that it acts at its own risk with respect to relying or acting upon any representation or undertaking by the City or its officers or agents or their designees, which representation or undertaking subsequently is held unlawful by a court of competent jurisdiction. Accordingly, the Annexor expressly waives and releases any current or future claims related to or arising from any such representation or undertaking by the City or its officers or agents or their designees.

8.2 Indemnification.

- 8.2.1 The Annexor shall release the City, and the City's officers, agents, employees, and their designees, from and against any and all claims, damages, losses, and expenses, including but not limited to attorneys' fees and costs, arising from or in connection with the following: (a) the City's approval of the proposed annexation, (b) the City's approval of the proposed zoning, (c) any approval given during development review of the Property; (d) except to the extent of any actual negligence on the part of the City, and the City's officers, agents, employees, and their designees, any road or sidewalk enlargement, extension, realignment, improvement, or maintenance, or approval thereof; or (e) any other item contained in this Agreement.
- 8.2.2 Nothing in this Agreement obligates or compels the City to proceed with any action or referendum position, other than as the City Council, in its sole discretion, directs.

Section 9 – General Provisions

- 9.1 Waiver of Defects. In executing this Agreement, the Annexor waives all objections it may have to any defects in the form or execution of this Agreement concerning the power of the City to impose conditions on the Annexor as set forth herein. The Annexor further waives all objections it may have to the procedure, substance, and form of the ordinances or resolutions adopting this Agreement.
- 9.2 Final Agreement. This Agreement supersedes and controls all prior written and oral agreements and representations of the Parties with respect to the subject matter hereof, and is the total integrated agreement between the Parties.
- 9.3 Modifications. This Agreement may be modified only by a subsequent written agreement executed by both Parties.
- 9.4 Voluntary Agreement. The Annexor agrees to comply with all of the terms and conditions of this Annexation Agreement on a voluntary and contractual basis, as a condition of annexation of the Property to the City.
- 9.5 Election. The Annexor represents and submits that to the extent an election would be required by the Annexation Act to approve the annexation or impose terms and conditions upon the Property to be annexed, the Annexor owns one hundred percent (100%) of the Property to be annexed, and would vote to approve the annexation and all terms and conditions as set forth herein. Thus, any election necessarily would result in a majority of the electors' approval to the annexation and the terms and conditions.
- 9.6 Annexor's Representations. All representations of the Annexor, either oral or as set forth in the Annexation Petition and zoning application, and all documents previously or subsequently submitted with reference thereto, are to be considered incorporated into this Annexation Agreement as if set forth in full herein.

- 9.7 Survival. The City's and the Annexor's representations, covenants, warranties, and obligations set forth herein, except as they may be fully performed before or on the Effective Date, will survive the Effective Date and are enforceable at law or in equity.
- 9.8 Notice. All notices required under this Agreement must be in writing and must be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the Parties as set forth below. All notices so given will be considered effective immediately upon hand-delivery, and seventy-two (72) hours after deposit in the United States Mail with the proper address as set forth below. Either Party by notice so given may change the address to which future notices are to be sent.

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

Notice to the Annexor's: Christopher Paul and Alexandria Liv Ponder Newman
 7680 County Road 140
 Salida, CO 81201

- 9.9 Terms and Conditions as Consideration for Annexation. The Annexor acknowledges that the City's decision to annex the Property is at the City's sole discretion. In consideration for the City's agreement to annex, the Annexor agrees to be bound by all of the terms and conditions of such annexation contained herein, and further acknowledges that such terms and conditions are requisite to the City's decision to annex the Property. The Annexor further agrees and acknowledges that its decision to proceed with annexation is a voluntary act of the Annexor, and that the Annexor has the sole and absolute discretion to withdraw its petition for annexation in lieu of such voluntary act.
- 9.10 Applicable Laws, Ordinances, and Regulations. The Annexor understands and agrees that the Property, upon annexation, and all subsequent development of the Property, will be subject to and bound by the applicable provisions of laws, ordinances, resolutions, regulations, and policies of the City or the State as they exist at the time of annexation and as they may from time to time be amended or adopted. Nothing in this Agreement constitutes or is to be construed as constituting a repeal of existing ordinances or regulations, or as a waiver or abnegation of the City's legislative, governmental, or police powers to protect the health, safety, and general welfare of the City and its inhabitants.
- 9.11 Termination. In the event that the annexation of the Property is for any reason not completed, this Agreement will terminate and become null and void and of no force and effect. In such an event, the Annexor shall pay all Reimbursable Costs and Expenses incurred by the City to the time of termination. Otherwise, unless and until the Property is disconnected from the City in accordance with Colorado law, including without limitation sections 31-12-601 through -605, the term of this Agreement is perpetual.

9.12 Severability. The terms of this Agreement are severable. If a court of competent jurisdiction finds any provision hereof to be invalid or unenforceable, the remaining terms and conditions of the Agreement will remain in full force and effect.

9.13 Recording. The Annexor shall record this Agreement with the Clerk and Recorder of Chaffee County, Colorado.

9.14 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, confers or is intended to confer any rights or remedies whatsoever upon any person or entity other than the City, the Annexor, and the Annexor's successor(s).

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

CITY OF SALIDA, COLORADO

By

Dan Shore, Mayor

ATTEST:

City Clerk/Deputy City Clerk

STATE OF COLORADO)
)
 ss.
COUNTY OF CHAFFEE)

Acknowledged, subscribed, and sworn to before me this _____ day of _____ 2022
by _____,
_____, as Mayor, and by _____, as Clerk,
on behalf of the City of Salida, Colorado.

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

Notary Public

By

Christopher Paul Newman

Alexandria Liv Ponder Newman

STATE OF COLORADO)
)
 ss.
COUNTY OF)

Acknowledged, subscribed, and sworn to before me this _____ day of _____ 2022
by Christopher Paul Newman and Alexandria Liv Ponder Newman as owners of 7680 County Road
140, Salida, CO 81201.

WITNESS my hand and official seal.

My Commission expires:_____.

Notary Public

EXHIBIT A

A tract of land located in the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 6, Township 49 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado, described as follows:

Beginning at a point on the south boundary of County Road No. 140 from whence the north quarter corner of said Section 6 bears North $87^{\circ}19'$ East 1008.0 feet (said quarter corner is located 14.82 feet due south of a brass capped witness corner), also from said beginning point the northwest corner of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 6 bears North $79^{\circ}23'14''$ West 319.37 feet; Thence proceeding around the tract herein described South $88^{\circ}55'09''$ East along the south boundary of said County Road 140 a distance of 242.0 feet;

Thence leaving said south roadway boundary South $01^{\circ}04'51''$ West 180.0 feet;

Thence North $88^{\circ}55'09''$ West 242.0 feet;

Thence North $01^{\circ}04'51''$ East 180.0 feet to the point of beginning.

Directions are based on solar observation.

Also known by the following address:

7680 County Road 140, Salida, CO 81201

And assessor's schedule or parcel number: 380706200002



Water and Wastewater Enterprise Utility Application and Tap Permit

Name of Owner: Christopher P. & Alexandria Liv Ponder Newman Date: 9/2/2022
 Name of Applicant (if not owner): Christopher P. & Alexandria Liv Ponder Newman
 Property Address: 7680 County Road 140, Salida, CO 81201
 Mailing (Billing) Address: 7680 County Road 140, Salida, CO 81201
 Within City of Salida XX Unincorporated Area Within Poncha Springs
 (sewer only)

Use Applied For:

Residential Classifications:

Single Family Residence XX Restricted Accessory Dwelling Unit
 Multi-family Residential # Units Un-restricted Accessory Dwelling Unit XX
 Other (describe)

Use Applied For:

Type Commercial Use

Sewer Only Commercial #EQRs
 TAP Size Requested

Tap Size:	Meter Size:	Fees:
3/4" line XX	5/8" x 3/4" XX	Water Plant Investment Fee 11,917.00
1" line	3/4" x 3/4"	High Zone Fee 2,710.00
1.5" line	1" x 1"	Cost of Meter 352.00
2" line	Other	7,288.00
3" line		Total \$ 22,267.00
4" line		
		Sewer Plant Investment Fee paid on 09/02/20 \$ 7,288.00
		System development fees for water Balance Due \$ 14,979.00

PLEASE NOTE:

A tap shall be conclusively deemed abandoned if water and/or wastewater service is not constructed and established within one year of payment of the system development fee. Establishment of water and/or wastewater service may be satisfied by the issuance of a valid building permit for the structure intended to make use of the tap, provided such building permit does not subsequently expire or become void. Taps are appurtenant to the property served and are non-transferable except upon approval by City Council. *SMC Sec 13-2-190*

New service charges commence at the earlier of either the date of the (1) meter installation or (2) issuance of a Certificate of Occupancy; or (3) 180 days after the initial payment of system development fees. *SMC 13-3-20(c)*

Signature of Owner / Agent Date
Renee M. Thonhoff 9/2/2022
 Received By - City Representative Date

For City Use:
 Billing account number: 01-863694478-00 Account set up by:
 Billing codes applied: Date:
 Meter body number issued: Meter register number:
 Entered in billing system by: Date:

Christopher and Alexandria Ponder (Newman Annexation Agreement Reso. 2022-41)

7680 County Road 140

Water System Development fees	\$ 14,979.00
Annual interest rate	3.00%
repayment period in years	5
Start date	10/1/2022

Monthly payment	\$ 269.15
Number of payments	60
Total interest	\$ 1,170.18
Total	\$ 16,149.18

No.	Payment Date	Beginning Balance	Payment	Principal	Interest	Ending Balance
1	11/1/2022	\$ 14,979.00	\$ 269.15	\$ 231.71	\$ 37.45	\$ 14,747.29
2	12/1/2022	\$ 14,747.29	\$ 269.15	\$ 232.28	\$ 36.87	\$ 14,515.01
3	1/1/2023	\$ 14,515.01	\$ 269.15	\$ 232.87	\$ 36.29	\$ 14,282.14
4	2/1/2023	\$ 14,282.14	\$ 269.15	\$ 233.45	\$ 35.71	\$ 14,048.70
5	3/1/2023	\$ 14,048.70	\$ 269.15	\$ 234.03	\$ 35.12	\$ 13,814.67
6	4/1/2023	\$ 13,814.67	\$ 269.15	\$ 234.62	\$ 34.54	\$ 13,580.05
7	5/1/2023	\$ 13,580.05	\$ 269.15	\$ 235.20	\$ 33.95	\$ 13,344.85
8	6/1/2023	\$ 13,344.85	\$ 269.15	\$ 235.79	\$ 33.36	\$ 13,109.06
9	7/1/2023	\$ 13,109.06	\$ 269.15	\$ 236.38	\$ 32.77	\$ 12,872.67
10	8/1/2023	\$ 12,872.67	\$ 269.15	\$ 236.97	\$ 32.18	\$ 12,635.70
11	9/1/2023	\$ 12,635.70	\$ 269.15	\$ 237.56	\$ 31.59	\$ 12,398.14
12	10/1/2023	\$ 12,398.14	\$ 269.15	\$ 238.16	\$ 31.00	\$ 12,159.98
13	11/1/2023	\$ 12,159.98	\$ 269.15	\$ 238.75	\$ 30.40	\$ 11,921.23
14	12/1/2023	\$ 11,921.23	\$ 269.15	\$ 239.35	\$ 29.80	\$ 11,681.88
15	1/1/2024	\$ 11,681.88	\$ 269.15	\$ 239.95	\$ 29.20	\$ 11,441.93
16	2/1/2024	\$ 11,441.93	\$ 269.15	\$ 240.55	\$ 28.60	\$ 11,201.38
17	3/1/2024	\$ 11,201.38	\$ 269.15	\$ 241.15	\$ 28.00	\$ 10,960.23
18	4/1/2024	\$ 10,960.23	\$ 269.15	\$ 241.75	\$ 27.40	\$ 10,718.48
19	5/1/2024	\$ 10,718.48	\$ 269.15	\$ 242.36	\$ 26.80	\$ 10,476.12
20	6/1/2024	\$ 10,476.12	\$ 269.15	\$ 242.96	\$ 26.19	\$ 10,233.16
21	7/1/2024	\$ 10,233.16	\$ 269.15	\$ 243.57	\$ 25.58	\$ 9,989.59
22	8/1/2024	\$ 9,989.59	\$ 269.15	\$ 244.18	\$ 24.97	\$ 9,745.41
23	9/1/2024	\$ 9,745.41	\$ 269.15	\$ 244.79	\$ 24.36	\$ 9,500.62
24	10/1/2024	\$ 9,500.62	\$ 269.15	\$ 245.40	\$ 23.75	\$ 9,255.22
25	11/1/2024	\$ 9,255.22	\$ 269.15	\$ 246.01	\$ 23.14	\$ 9,009.21
26	12/1/2024	\$ 9,009.21	\$ 269.15	\$ 246.63	\$ 22.52	\$ 8,762.58
27	1/1/2025	\$ 8,762.58	\$ 269.15	\$ 247.25	\$ 21.91	\$ 8,515.33
28	2/1/2025	\$ 8,515.33	\$ 269.15	\$ 247.86	\$ 21.29	\$ 8,267.46
29	3/1/2025	\$ 8,267.46	\$ 269.15	\$ 248.48	\$ 20.67	\$ 8,018.98
30	4/1/2025	\$ 8,018.98	\$ 269.15	\$ 249.11	\$ 20.05	\$ 7,769.87

No.	Payment Date	Beginning Balance	Payment	Principal	Interest	Ending Balance
31	5/1/2025	\$ 7,769.87	\$ 269.15	\$ 249.73	\$ 19.42	\$ 7,520.15
32	6/1/2025	\$ 7,520.15	\$ 269.15	\$ 250.35	\$ 18.80	\$ 7,269.79
33	7/1/2025	\$ 7,269.79	\$ 269.15	\$ 250.98	\$ 18.17	\$ 7,018.82
34	8/1/2025	\$ 7,018.82	\$ 269.15	\$ 251.61	\$ 17.55	\$ 6,767.21
35	9/1/2025	\$ 6,767.21	\$ 269.15	\$ 252.23	\$ 16.92	\$ 6,514.97
36	10/1/2025	\$ 6,514.97	\$ 269.15	\$ 252.87	\$ 16.29	\$ 6,262.11
37	11/1/2025	\$ 6,262.11	\$ 269.15	\$ 253.50	\$ 15.66	\$ 6,008.61
38	12/1/2025	\$ 6,008.61	\$ 269.15	\$ 254.13	\$ 15.02	\$ 5,754.48
39	1/1/2026	\$ 5,754.48	\$ 269.15	\$ 254.77	\$ 14.39	\$ 5,499.71
40	2/1/2026	\$ 5,499.71	\$ 269.15	\$ 255.40	\$ 13.75	\$ 5,244.31
41	3/1/2026	\$ 5,244.31	\$ 269.15	\$ 256.04	\$ 13.11	\$ 4,988.27
42	4/1/2026	\$ 4,988.27	\$ 269.15	\$ 256.68	\$ 12.47	\$ 4,731.58
43	5/1/2026	\$ 4,731.58	\$ 269.15	\$ 257.32	\$ 11.83	\$ 4,474.26
44	6/1/2026	\$ 4,474.26	\$ 269.15	\$ 257.97	\$ 11.19	\$ 4,216.29
45	7/1/2026	\$ 4,216.29	\$ 269.15	\$ 258.61	\$ 10.54	\$ 3,957.68
46	8/1/2026	\$ 3,957.68	\$ 269.15	\$ 259.26	\$ 9.89	\$ 3,698.42
47	9/1/2026	\$ 3,698.42	\$ 269.15	\$ 259.91	\$ 9.25	\$ 3,438.51
48	10/1/2026	\$ 3,438.51	\$ 269.15	\$ 260.56	\$ 8.60	\$ 3,177.96
49	11/1/2026	\$ 3,177.96	\$ 269.15	\$ 261.21	\$ 7.94	\$ 2,916.75
50	12/1/2026	\$ 2,916.75	\$ 269.15	\$ 261.86	\$ 7.29	\$ 2,654.89
51	1/1/2027	\$ 2,654.89	\$ 269.15	\$ 262.52	\$ 6.64	\$ 2,392.37
52	2/1/2027	\$ 2,392.37	\$ 269.15	\$ 263.17	\$ 5.98	\$ 2,129.20
53	3/1/2027	\$ 2,129.20	\$ 269.15	\$ 263.83	\$ 5.32	\$ 1,865.37
54	4/1/2027	\$ 1,865.37	\$ 269.15	\$ 264.49	\$ 4.66	\$ 1,600.88
55	5/1/2027	\$ 1,600.88	\$ 269.15	\$ 265.15	\$ 4.00	\$ 1,335.73
56	6/1/2027	\$ 1,335.73	\$ 269.15	\$ 265.81	\$ 3.34	\$ 1,069.92
57	7/1/2027	\$ 1,069.92	\$ 269.15	\$ 266.48	\$ 2.67	\$ 803.44
58	8/1/2027	\$ 803.44	\$ 269.15	\$ 267.14	\$ 2.01	\$ 536.29
59	9/1/2027	\$ 536.29	\$ 269.15	\$ 267.81	\$ 1.34	\$ 268.48
60	10/1/2027	\$ 268.48	\$ 269.15	\$ 268.48	\$ 0.67	\$ 0.00



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Bill Almquist - Community Development Director	September 6, 2022

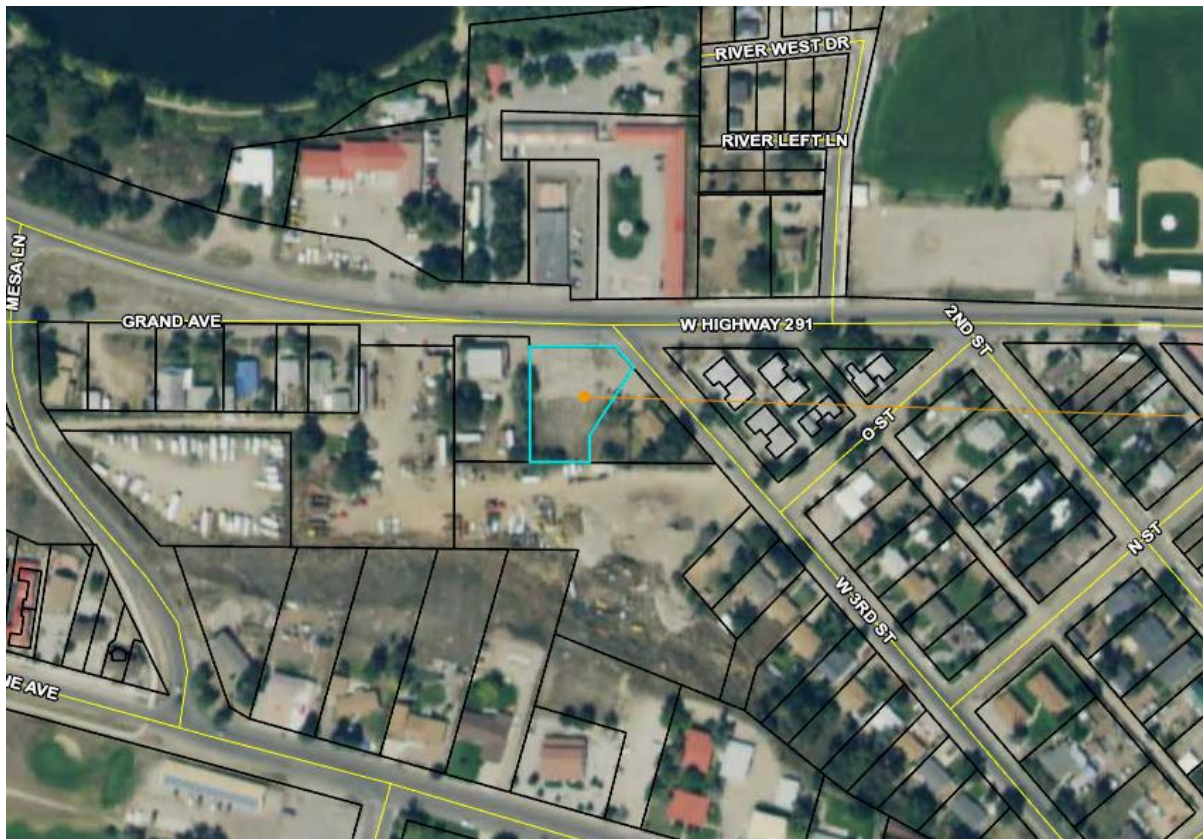
ITEM

Resolution No. 2022-42: A Resolution of the City Council for the City of Salida, Colorado Approving the Development Agreement for the Jane's Place Planned Development

BACKGROUND

Ordinance 2021-08 approved the Jane's Place Planned Development in June, 2021. Jane's Place is a 4-building, 17-unit transitional housing project with some potential small-scale commercial incorporated along the corner of Hwy 291 and 3rd Street. The Planned Development approval allowed for increased density and reduced parking standards, among other deviations to standards. The Chaffee Housing Authority will own and operate the development.

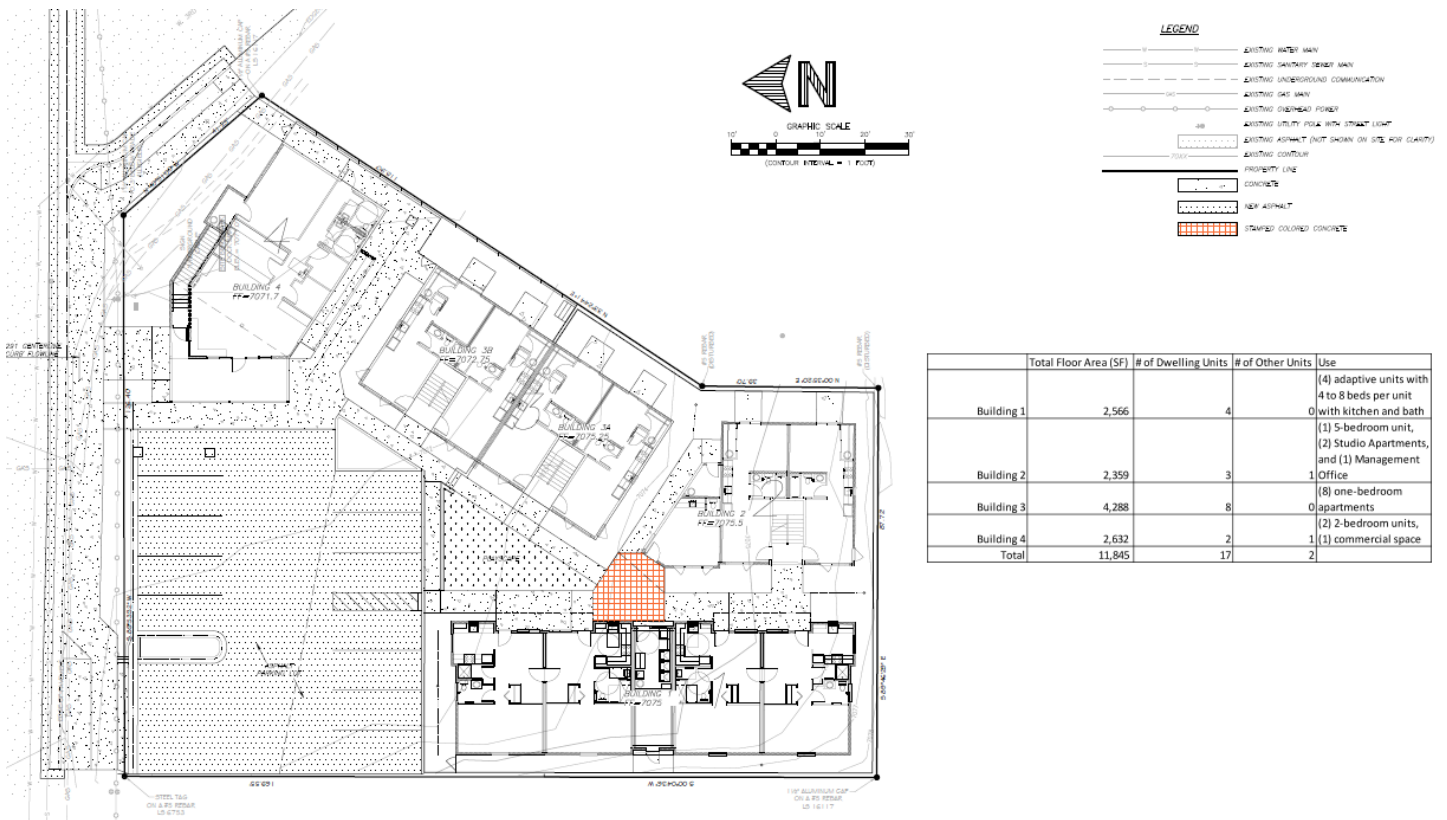
Vicinity Map and Development Site Plan





CITY COUNCIL ACTION FORM

DEPARTMENT Planning	PRESENTED BY Bill Almquist - Community Development Director	DATE September 6, 2022
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DISCUSSION:

The attached agreement addresses the guarantees for the construction of public improvements for the project, which in this case are primarily sidewalks, curb and gutter, as well as the particulars for implementing the City's other requirements from Ordinance 2021-08. Section 16-2-60 of the Salida Municipal Code (SMC) requires a subdivision improvements agreement for subdivisions and a development improvements agreement for planned developments. The particulars of these two main sections of the Jane's Place development agreement are described below:

Section 5 of the agreement sets the standard for the developer to put in place a financial guarantee in place for the public improvements which the City can utilize to complete the project in case of default by the developer. In this case, there are no public utilities or streets within the development site,



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Bill Almquist - Community Development Director	September 6, 2022

therefore there is no financial guarantee. This portion of the agreements also describes the construction and approval process; and the warranty timeline between approvals and when the City takes maintenance of the sidewalks, curb and gutters. Section 6 defines the projected construction schedule. The agreement also discusses the requirements around affordable housing and parking, as set forth in Ordinance 2021-08. As the project is owned and operated by Chaffee Housing Authority as a unique development benefiting the community and focused on providing transitional housing for individuals and families, it was not required to meet any specific inclusionary housing policies. However, per the Ordinance, Section 8 of the development agreement stipulates that rental rates be capped at no greater than 30% of tenants' incomes. Also, Section 5 of the agreement requires the implementation of an "unbundled parking program" and ample bike parking on the site. The Housing Authority has provided a description of the parking program, which is included as an addendum to the development agreement.

STAFF RECOMMENDATION:

Staff recommends approval of the Development Agreement for the Jane's Place Planned Development.

SUGGESTED MOTION:

A council person should make the motion to "Approve Resolution 2022-42 to approve the proposed development agreement for the Jane's Place Planned Development."

Attachments:

Resolution 2022-42

Proposed Development Agreement for the Jane's Place Planned Development

Ordinance 2021-08

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 42
(Series 2022)**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO
APPROVING THE DEVELOPMENT AGREEMENT FOR THE JANE’S PLACE
PLANNED DEVELOPMENT**

WHEREAS, the property owner, Chaffee Housing Authority (“Developer”) is the owner of the proposed Jane’s Place Planned Development; and

WHEREAS, on June 1, 2021 the City Council approved Ordinance No. 2021-08 for the Jane’s Place Planned Development which consists of four (4) buildings and seventeen (17) units on the .46 acre lot (“Property”) to be used for transitional housing and possibly small-scale commercial use; and

WHEREAS, pursuant to Sections 16-2-60 of the Salida Municipal Code (“Land Use Code”) and the conditions set forth in Ordinance 2021-08, the City and the Developer wish to enter into a Development 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, the City Council therefore now wishes to approve and execute a Development Agreement with Developer for the Jane’s Place Planned Development; and

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

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

The Development Agreement for the Jane’s Place Planned Development, attached hereto and incorporated herein as “Exhibit A” is hereby approved.

RESOLVED, APPROVED AND ADOPTED on this 6th day of September, 2022.

CITY OF SALIDA, COLORADO

Mayor Dan Shore

(SEAL)
ATTEST:

City Clerk/Deputy City Clerk

Exhibit A
Development Agreement

DEVELOPMENT AGREEMENT (Jane's Place PD)

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2022, by and between the CITY OF SALIDA, COLORADO, a Colorado statutory city ("City"), and CHAFFEE HOUSING AUTHORITY ("Developer") (each a "Party" and together the "Parties").

Section 1 - Recitals

- 1.1 The Developer is the fee title owner of certain lands known as Jane's Place Planned Development (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 for a four-building Mixed-Use Development on a 0.46 acre site zoned C-1 with a Highway 291 Established Commercial Overlay on June 01, 2021 when the City Council adopted Ordinance 2021-08 on second reading.
- 1.3 Section 16-2-60 of the Salida Municipal Code requires that the applicants enter into development improvement agreement with the City.
- 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 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 _____, 2022 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 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” shall have the meaning as described in Section 8 of this Agreement, depending on the ownership of the Property.
- 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 CHAFFEE HOUSING AUTHORITY, and its successor(s)-in-interest and assigns with respect to the Property, and any subsequent owners of the Property.
- 2.10 “Development” means all work on the Property required to transform the Property into the Jane’s Place Planned Development approved by the City by means of Ordinance 2021-08. 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 development 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 adopts 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 5.6 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 “Jane’s Place Planned Development” 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 5.6 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, 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 "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 Jane's Place Planned Development. The Jane's Place Planned Development is a mixed – use development consisting of residential and commercial uses in conformance with specific requirements stated in Ordinance 2021-08. The Developer intends to develop the four-building, 17-unit "community housing" development with a variety of dwelling types, as well as some commercial and community space. The Property is currently owned and the Project managed by Chaffee Housing Authority (CHA). The project is focused on providing transitional housing for individuals and families at rental rates capped at no greater than 30% of their income. Given the unique nature of this development, the current Developer, Chaffee Housing Authority, is not required to meet the requirements of the Inclusionary Housing Section 16-13-20 of the Salida Municipal Code, provided the Developer continues to manage and operate the Property as set forth in this Agreement and within Ordinance 2021-08. However, all subsequent successors and assigns, and all subsequent owners of the Property, shall be required to comply with the Affordable Housing requirements set forth in Section 8.
- 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; Ordinance No. 2021-08; 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 by the City Council on June 01, 2021 constitutes approval of the site specific development plan and establishment of vested property rights for the project per Section 16-2-20 of the Code. An established vested property right precludes any zoning or land use action by the City or pursuant to an initiated measure which would alter, impair, prevent, diminish, impose a moratorium on development, or otherwise delay the development or use of the property as set forth in the approved site specific development plan.

Section 5 – Terms and Conditions for Development of Property

- 5.1 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.
- 5.2 Required Improvements. The Required Improvements must be designed, built, and installed in conformity with the City's Standard Specifications for Construction, as those Standard Specifications may be amended, and must be designed, approved, and stamped by a registered professional engineer retained by the Developer. Before the Developer's commencement of construction or installation of the Required Improvements, the City Engineer or City Engineer's designee must review and approve the drawings and plans for such improvements. In addition to warranting the Required Improvements as described in paragraph 5.6 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.
- 5.3 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.
- 5.4 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 5.6 below, until such costs have been reimbursed. Such observation and inspection may occur at any point before, during, or upon completion of construction.

- 5.5 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.
- 5.6 Conveyance of Public Improvements. Within twenty-eight (28) days of the City's final acceptance of the Public Improvements in accordance with paragraph 5.9 below, the Developer shall, at no cost to the City, do the following:
- 5.8.1 Execute and deliver to the City a good and sufficient General Warranty Deed conveying to the City, free and clear of liens and encumbrances, all easements necessary for the operation and maintenance of the Public Improvements to the extent the Public Improvements are not constructed within dedicated easements or rights-of-way as shown on the Jane's Place Planned Development Plan recorded at Reception No. _____.
- 5.8.2 Deliver to the City all engineering designs, current surveys, current field surveys, and as-built drawings and operation manuals for the Public Improvements and for all improvements made for utilities, or make reasonable provision for the same to be delivered to the City. The legal description of all utility service lines must be prepared by a registered land surveyor at the Developer's sole expense.
- 5.7 Warranty. The Developer shall warrant the Public Improvements for one year from the date that the City Engineer, in accordance with paragraph 5.10 below, approves the Public Improvements and certifies their compliance with approved specifications ("Public Improvements Warranty Period"). The Developer shall warrant all other Required Improvements for a period of two years from the date that the Director of Public Works, in accordance with paragraph 5.10 below, approves the other Required Improvements and certifies their compliance with approved specifications ("Other Required Improvements Warranty Period"). In the event of any defect in workmanship or quality during the Public Improvements Warranty Period or the Other Required Improvements Warranty Period, the Developer shall correct the defect in workmanship or material. 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.

- 5.8 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.
- 5.9 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.
- 5.10 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.
- 5.11 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.
- 5.12 Public Use Dedication. Consistent with Section 16-6-140 of the Land Use Code and Condition #8 of **Exhibit E** of Ordinance 2021-08, the Developer shall not pay the fee-in-lieu of dedication of land for Fair Contributions for Public School Sites.
- 5.13 Open Space. Consistent with Condition #6 of **Exhibit E** of Ordinance 2021-08. The applicant shall provide flexible recreational playscape or similar amenities to encourage play and outdoor activity for people of all ages in one of the open space areas on the site. The open space areas seeks to increase engagement of the community as the development is built out. This process is to foster a sense of community ownership and pride of place.
- 5.14 Landscape Improvements. Certain of the Required Improvements are landscape improvements. The Developer shall construct all landscape improvements in accordance with the requirements of Section 16-8-90 of the Land Use Code. The Developer shall be responsible for the Other Required Improvements Warranty Period.
 - 5.14.1 The applicant will provide as many trees within the common open spaces as will result in a total of at least 6 across the entire development site.

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

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

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

- 5.21 Lighting. All lighting on the Property must be Dark-Sky Compliant and must conform to Section 16-8-100 of the Land Use Code and all other applicable City Ordinances in effect at the time of permitting.
- 5.22 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.
- 5.23 Parking. Consistent with Condition #7 of **Exhibit E** of Ordinance 2021-08. The applicant shall implement the “unbundled parking” program (charging for parking separately) in the development and shall provide ample bike parking/racks. The Developer shall provide a minimum of 12 off-street paved parking spots with connection to the property via a sidewalk. **Exhibit F** describes the program.
- 5.24 Short Term Rental. Consistent with Condition #4 of **Exhibit E** of Ordinance 2021-08. No short-term vacation rental licenses shall be permitted in the development. This condition does not, however, set a minimum lease length for the intended tenants of the project, given its unique nature.

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.
- 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 – Default by Developer and City’s Remedies

- 7.1 City’s Remedies on Developer’s Default. In the event of the Developer’s default with respect to any term or condition of this Agreement, the City may take any action necessary or appropriate to enforce its rights, including without limitation any or all of the following:
- 7.1.1 The refusal to issue any further building permits or a certificate of occupancy to the Developer.
 - 7.1.2 The revocation of any building permit previously issued and under which construction directly related to such building permit has not commenced; provided, however, that this remedy will not apply to a third party.
 - 7.1.3 Suspension of all further activities, approvals, and permitting related to the Permit Application and the Building Permit.
 - 7.1.4 A demand that the Performance Guarantee be paid or honored.
 - 7.1.5 Any other remedy available in equity or at law.
- 7.2 Notice of Default. 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.
- 7.3 Jurisdiction and Venue. The District Court of the County of Chaffee, State of Colorado, will have exclusive jurisdiction to resolve any dispute over this Agreement.
- 7.4 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.
- 7.5 Cumulative Remedies. Each remedy provided for in this Agreement is cumulative and is in addition to every other remedy provided for in this Agreement or otherwise existing at law or in equity.

Section 8 –Affordable Housing

- 8.1 The Property is currently owned and the Project is currently managed by Developer, Chaffee Housing Authority, and shall be developed pursuant to the terms of this Agreement and as set forth in Ordinance 2021-08, which focuses on a unique development benefiting the community and focused on providing transitional housing for individuals and families at rental rates capped at no greater than 30% of their income.

8.2 “Affordable Housing,” while the Property is owned by Chaffee Housing Authority, shall mean that the occupant household pays no more than 30% of their income on housing expenses. “Affordable Housing,” for all subsequent successors and assigns, and all subsequent owners of the Property, shall have the meaning designated in the current version of the Salida Municipal Code, in effect at the time of ownership.

8.3 All subsequent successors and assigns, and all subsequent owners of the Property, other than the Chaffee Housing Authority, shall meet the Inclusionary Housing requirements of the Salida Municipal Code, in effect at the time of the applicable Property conveyance, unless otherwise waived by the City Council. This shall include a deed restriction recorded onto the Property, regarding said Affordable Housing requirements.

Section 9 – Representations and Warranties

9.1 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:

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

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

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

9.1.4 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.

- 9.1.5 No conflict. Neither the execution of this Agreement nor the consummation of the transaction contemplated by this Agreement will constitute a breach under any contract, agreement, or obligation to which the Developer is a party or by which the Developer is bound or affected.
- 9.2 City's Representations and Warranties. The City hereby represents and warrants to the Developer that the following are true and correct as of the date of the City's execution of this Agreement and will be true and correct as of the Effective Date:
- 9.2.1 Authority. Upon execution, this Agreement will have been duly authorized by City Council as a legal, valid, and binding obligation of the City, and is enforceable as to the City in accordance with its terms.
- 9.2.2 Authorized signatory. The person executing this Agreement on behalf of the City is duly authorized and empowered to execute this Agreement on behalf of the City.
- 9.2.3 No adverse condition. To the best of the City's knowledge, there is no fact or condition of the Property known to the City that may have a material adverse effect on the Developer's ability to develop the Property as contemplated under the Development Plan.
- 9.2.4 No conflict. Neither the execution of this Agreement nor the consummation of the transaction contemplated by this Agreement will constitute a breach under any contract, agreement, or obligation to which the City is a party or by which the City is bound or affected.

Section 10 – General Provisions

- 10.1 Waiver of Defects. In executing this Agreement, the Developer waives all objections it may have to any defects in the form or execution of this Agreement concerning the power of the City to impose conditions on the Developer as set forth herein. The Developer further waives all objections it may have to the procedure, substance, and form of the ordinances or resolutions of City Council adopting this Agreement.
- 10.2 Final Agreement. This Agreement supersedes and controls all prior written and oral agreements and representations of the Parties with respect to a Development Improvements Agreement associated with development of the Property, and is the total integrated agreement between the Parties with respect to that subject.
- 10.3 Modifications. This Agreement may be modified only by a subsequent written agreement executed by both Parties.
- 10.4 Voluntary Agreement. The Developer agrees to comply with all of the terms and conditions

of this Agreement on a voluntary and contractual basis.

- 10.5 Survival. The City's and the Developer's representations, covenants, warranties, and obligations set forth herein, except as they may be fully performed before or on the Effective Date, will survive the Effective Date and are enforceable at law or in equity.
- 10.6 Notice. All notices required under this Agreement must be in writing and must be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the Parties as set forth below. All notices so given will be considered effective immediately upon hand-delivery, and seventy-two hours after deposit in the United States Mail with the proper address as set forth below. Either Party by notice so given may change the address to which future notices are to be sent.

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

Notice to the Developer: Chaffee Housing Authority
 448 E. First Street Ste. 209
 Salida, CO 81201

- 10.5 Severability. The terms of this Agreement are severable. If a court of competent jurisdiction finds any provision hereof to be invalid or unenforceable, the remaining terms and conditions of the Agreement will remain in full force and effect.
- 10.6 Recording; Benefit. The City shall record this Agreement with the Clerk and Recorder of Chaffee County, Colorado, at the Developer's expense. This Agreement 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. Any successor, grantee or assignee of the Developer, or any subsequent owner of the Property shall be bound hereby, and this document shall have been recorded and, serve as a non-dischargeable covenant running with and burdening the land.
- 10.7 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).
- 10.8 No Waiver of Immunity. Nothing in this Agreement, express or implied, waives or is intended to waive either Party's immunity under Colorado State law, including without limitation the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through -120.
- 10.9 Joint Drafting. The Parties acknowledge that this Agreement represents the negotiated terms, conditions, and covenants of the Parties, and that the Party responsible for drafting

any such term, condition, or covenant is not to be prejudiced by any presumption, canon of construction, implication, or rule requiring construction or interpretation against the Party drafting the same.

- 10.10 Subject to Annual Appropriation. Any financial obligation of either Party 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 or Developer's Board in their discretion.
- 10.11 Exhibits. All schedules, exhibits, and addenda attached to this Agreement and referred to herein are to be deemed to be incorporated into this Agreement and made a part hereof for all purposes.
- 10.12 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 _____ 2022
by _____, as Mayor, and by _____,
as Clerk, on behalf of the City of Salida, Colorado.

WITNESS my hand and official seal.

My Commission expires:_____.

Notary Public

DEVELOPER:

Chaffee Housing Authority

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

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

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

Notary Public



Jane's Place Construcion Schedule

ID	Task Mode	Task Name	Duration	Start	Finish	3rd Quarter Jul Aug Sep Oct Nov Dec	4th Quarter Jan Feb Mar Apr May Jun	1st Quarter Jul Aug Sep Oct Nov Dec	2nd Quarter Jan Feb Mar Apr May Jun	3rd Quarter Jul Aug Sep Oct Nov Dec	4th Quarter Jan Feb Mar Apr May Jun	1st Quarter Jul Aug Sep Oct Nov Dec	2nd Quarter Jan Feb Mar Apr May Jun
1		Entitlements/Permitting	1 day?	8/22/22	8/22/22								
2		Land Closing (Title Change)	1 day	8/22/22	8/22/22								
3		City Council Approval (DIA/Mylars)	1 day	9/6/22	9/6/22								
4		Building Permit Submittal	1 day	9/9/22	9/9/22								
5		Building Permit Review	6 wks	9/12/22	10/21/22								
6		Bldg. Permit Issued	1 day	10/24/22	10/24/22								
7		Preconstruction	67 days	8/4/22	11/4/22								
8		Contractor RFP	27 days	8/4/22	9/9/22								
9		Contractor Selection	3 wks	9/12/22	9/30/22								
10		VE Pricing & System/Material Input	4 wks	10/3/22	10/28/22								
11		Finalize GMP w/ Contractor	1 wk	10/31/22	11/4/22								
12		Construction	403 days	11/7/22	5/22/24								
13		Notice to Proceed	1 day	11/7/22	11/7/22								
14		Mobilize to Site	1 day	11/22/22	11/22/22								
15		Construction Activity	18 mons	11/23/22	4/9/24								
16		Substantial Completion	1 day	4/10/24	4/10/24								
17		Final Completion	30 days	4/11/24	5/22/24								

Project: 22.08.18 Jane's Place P
Date: 8/18/22

Task

Split

Milestone

Summary

Project Summary



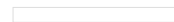
Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only



Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks



External Milestone

Deadline

Progress

Manual Progress



Open Records Policy – Exhibit D

Fee Schedule

Charges must be paid before service is provided.

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

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

The first hour of research and retrieval service is free.

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

City Attorney \$30/hr

Assistant City Attorney \$30/hr

Information Services \$30/hr

Department Heads \$30/hr

Supervisor \$30/hr

Non-Supervisory Personnel \$20/hr

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

DVD - \$10

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



Exhibit E

CITY COUNCIL ACTION FORM

Department Community Development	Presented by Bill Almquist - Comm. Dev. Director	Date June 1, 2021
--	--	-----------------------------

1. The applicant shall work with City staff to identify and pursue potential funding for a pedestrian crossing across Highway 291 in the vicinity of the development.
2. The engineered plan submittal shall include the roadway, utility, and drainage details and shall be submitted to Public Works for review and approval prior to processing of the development improvement agreement.
3. The project shall remain managed by the Chaffee Housing Authority (CHA) or similar organization focused on affordable/attainable housing. CHA is encouraged to include a land use restriction on the property to provide housing for individuals earning between 20%-200% AMI at rates no higher than 30% of the household income.
4. No short-term vacation rental licenses shall be permitted in the development. This condition does not, however, set a minimum lease length for the intended tenants of the project, given its unique nature.
5. The total number of individuals housed in each building shall not exceed Fire Code requirements.
6. The applicant shall provide a flexible recreational playscape or similar amenities to encourage play and outdoor activity for people of all ages in one of the open space areas on the site.
7. The applicant shall implement the “unbundled parking” program (charging for parking separately) in the development and shall provide ample bike parking/racks. The applicant shall also lend support to City staff in identifying and pursuing potential funding sources for the improvement of adjacent streets for both parking and pedestrian needs.
8. The development shall be exempt from fees-in-lieu for both Inclusionary Housing and the Fair Contributions for Public School Sites.
9. System Development Fees shall be reduced or waived to the extent feasible, for instance by charging the amounts specified for Legally-Restricted Affordable Housing.



Unbundled Parking Plan

The Planned Development known as Jane's Place, which will be constructed on the southwest corner of West 3rd Street and Highway 291 in Salida, Colorado, was approved with an understanding that the project would embrace an Unbundled Parking strategy, in exchange for a reduction in the number of required parking stalls. This unbundled parking plan consists of providing the residents with the ability to purchase a Parking Permit, the ability to access public transportation, the ability to participate in coordinated carpooling, and the ability to access ample bicycle rentals and bicycle parking. Upon entering a lease agreement at Jane's Place, tenants will also establish a Housing Plan, which in addition to defining the tenants long-term housing goals, will establish their transportation preferences while residing at Jane's Place.

Parking Permits

Tenants will have the ability to purchase a Parking Permit for one of the off-street parking stalls to use exclusively while in a lease at Jane's Place. The Housing Navigator will consider the tenants overall income with in the Housing Plan and will advise the tenant to include the cost of a Parking Permit in their overall household budget.

Public Transportation

Jane's Place was designed to include a public transit stop on the north side of the project, along Highway 291. The Chaffee Shuttle is aware of this public transit stop, and has verbally committed to including the stop on their regular routes. Staff of Jane's Place may coordinate public transportation requests, to streamline the communication between Jane's Place and the Chaffee Shuttle.

Coordinated Carpooling

One of the unique features of Jane's Place is it was designed to house seasonal and temporary workforce, often groups of employees who convene in the morning and are deployed to their respective job duties. Jane's Place staff will coordinate carpooling among residents, particularly those who share employers and work locations.

Bicycle Rentals

As part of their Housing Plan, tenants may elect to rent a bicycle from the Jane's Place development, for use while they are actively under a lease. This rental will be at a sliding fee schedule in order to accommodate the unique financial situation of each tenant.

Ample Bicycle Parking

Jane's Place was designed to accommodate enough bicycle parking for every rental unit, their guests, and visitors to the commercial space. The bicycle parking area is well lit, centrally located, and will be monitored by Jane's Place staff.

ORDINANCE NO. 08
(Series 2021)

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING A MAJOR IMPACT REVIEW FOR A .46 ACRE PARCEL LOCATED AT THE SOUTHWEST CORNER OF HIGHWAY 291 AND WEST THIRD STREET, CURRENTLY ZONED COMMERCIAL (C-1), TO PLACE A PLANNED DEVELOPMENT OVERLAY ON THE PROPERTY AND APPROVE THE DEVELOPMENT PLAN FOR A FOUR-BUILDING MIXED-USE DEVELOPMENT (KNOWN AS “JANE’S PLACE”)

WHEREAS, the City of Salida Planning Commission conducted a duly noticed public hearing on the Planned Development application for the subject property on April 26, 2021, and forwarded to the City Council its recommendation that the subject property be approved, with conditions, as a Planned Development overlay pursuant to the attached development plan included as Exhibit A, and the attached Conditions of Approval, included as Exhibit B; and

WHEREAS, the project is consistent with the purpose, conditions and evaluation standards for Planned Development districts; and

WHEREAS, the City Council held a public hearing on the proposal on June 1st, 2021; and;

WHEREAS, the proposals for the subject property are consistent with the policies and goals of the City’s land use regulations and Comprehensive Plan, and will advance the public interest and welfare.

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

Section One

That the entirety of the property legally known as a Tract in the NW ¼ SW ¼ of Section 32 T50N R9E of the N.M.P.M., Chaffee County, Colorado to wit, the .46 acres, be and is hereby approved as a Planned Development Overlay with the development plan, attached as Exhibit A, and the Conditions of Approval, which are attached to this ordinance as Exhibit B.

Section Two

Upon approval by the City Council of the Final Development Plan for the Jane’s Place Planned Development, it shall be considered a site-specific development plan and granted a vested property right. The City Council is approving the vested property right subject to the terms and conditions contained in the development plan and this ordinance and failure to abide by such terms and conditions may, at the option of the City Council, after a public hearing, result in the forfeiture of vested property rights.

Section Three

Upon approval by the City Council, the applicant shall have one hundred eighty (180) days to submit a final Mylar of Exhibit A, and incorporating the conditions of approval attached as Exhibit B for the Mayor’s signature and recordation.

Section Four

The City Clerk is hereby directed to undertake the following actions upon the adoption of this Ordinance:

1. Publish this Ordinance in a newspaper of general circulation in the City of Salida.
2. Following recording of the Mylar, the Clerk shall promptly amend the official city zoning district map to incorporate and reflect the planned development overlay of the subject property.

Section Five

This Ordinance shall not have any effect on existing litigation and shall not operate as an abatement of any action or proceeding now pending under or by virtue of any ordinance repealed or amended as herein provided, and the same shall be construed and concluded under such prior ordinances.

Section Six

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

INTRODUCED ON FIRST READING, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the City of Salida by the City Council on May 18th, 2021 and set for second reading and public hearing on the 1st day of June, 2021.

INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED PUBLISHED BY TITLE ONLY, by the City Council on the 1st day of June, 2021.

CITY OF SALIDA

By: _____
P.T. Wood, Mayor

ATTEST: _____ (SEAL)
City Clerk

PUBLISHED IN FULL in the Mountain Mail after First Reading on the _____, 2021 and **BY TITLE ONLY**, after Final Adoption on the _____, 2021.

By: _____
City Clerk



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Drew Nelson - City Administrator	September 6, 2022

ITEM

Resolution 2022-43 – A Resolution of the City Council of the City of Salida, Colorado, Authorizing the Purchase of Real Property and Approving a Purchase and Sale Agreement

BACKGROUND

The City of Salida, in conjunction with Chaffee County, approved the Airport Layout Plan and Airport Master Plan for Harriet Alexander Field in 2020. Part of those plans recommended acquisition of property adjacent to the airport for the purpose of preserving the airport's Runway Protection Zone adjacent to County Road 140 as well as to allow for potential runway expansion to allow for larger airplanes to land. City and Chaffee County staff worked with the adjacent landowners, Tracey Guccione and David Padoven, to acquire approximately 12.7 acres at the western end of the runway as recommended in the Master Plan. The owners have agreed to sell the property to the City and County in the amount of \$600,000, which is in line with a previous appraisal that was done for the property.

FISCAL NOTE

Total cost of the property acquisition is \$600,000; the City of Salida is responsible for half of the costs of said contract, or \$300,000. This amount will need to come from the City's General Fund reserves, as the acquisition was not budgeted for in 2022.

STAFF RECOMMENDATION

Staff recommends that the City Council approve Resolution 2022-43 to purchase 12.7 acres of property adjacent to Harriet Alexander Field/Salida Airport as recommended by the Airport Master Plan for the purpose of preserving the airport's Runway Protection Zone.

SUGGESTED MOTION

A City Councilperson should state, "I move to approve Resolution 2022-43 to purchase 12.7 acres of property adjacent to Harriet Alexander Field/Salida Airport", followed by a second and a roll call vote.

CITY OF SALIDA, COLORADO
RESOLUTION NO. 43
(Series of 2022)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO
AUTHORIZING THE PURCHASE OF REAL PROPERTY AND APPROVING A
PURCHASE AND SALE AGREEMENT

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, City desires to acquire approximately 12.7 acres of certain property located adjacent to Harriet Alexander Field/Salida Airport (“Property”), in the unincorporated Chaffee County, for the airport protection zone as identified in the Airport Master Plan; and

WHEREAS, the City Council (“Council”) authorizes the purchase of said Property; and

WHEREAS, the Council likewise approves the execution of the Contract to Buy and Sell Real Estate, attached hereto as Exhibit A, and authorizes the execution of all necessary documents associated with the purchase and closing of the subject Property.

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

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

Section 2. The Salida City Council hereby authorizes the City purchase of the subject Property, and therefore authorizes the Mayor to sign the Purchase and Sale Agreement, attached hereto as Exhibit A.

Section 3. The Salida City Council additionally authorizes the Mayor to execute all necessary documents associated with the conveyance and closing of the subject Property pursuant to the Purchase and Sale Agreement, attached hereto as Exhibit A.

RESOLVED, APPROVED, AND ADOPTED this 6th day of September, 2022.

CITY OF SALIDA

By: _____
 Dan Shore, Mayor

[SEAL]

ATTEST: _____
 City Clerk/Deputy City Clerk

Exhibit A
Contract to Buy and Sell Real Estate



First Colorado Land Office
7385 W. Hwy 50 Salida, CO 81201
Jeff Post
Ph: 719-539-6682
Fax: 719-539-6685

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CBS4-6-21) (Mandatory 1-22)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CONTRACT TO BUY AND SELL REAL ESTATE (LAND)

☒ **Property with No Residences)**
☐ **Property with Residences-Residential Addendum Attached)**

Date: 8/17/2022

AGREEMENT

1. **AGREEMENT.** Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. **Buyer.** City of Salida, a municipal corporation and Chaffee County, a political subdivision of the State of Colorado (Buyer) will take title to the Property described below as

☐ Joint Tenants ☐ Tenants In Common ☒ Other GOVERNING BODY.

2.2. **No Assignability.** This Contract **IS NOT** assignable by Buyer unless otherwise specified in **Additional Provisions.**

2.3. **Seller.** TRACEY GUCCIONE and DAVID PADOVEN (Seller) is the current owner of the Property described below.

2.4. **Property.** The Property is the following legally described real estate in the County of Chaffee, Colorado (insert legal description):

TBD at time of survey, Tract 1 and 2 (approximately 12.7 acres) County Road 140, Salida CO 81201.

known as: TBD TRACT 1 & 2 COUNTY ROAD 140, SALIDA, CO 81201

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. **Inclusions.** The Purchase Price includes the following items (Inclusions):

2.5.1. **Inclusions.** The following items, whether fixtures or personal property, are included in the Purchase Price unless excluded under **Exclusions:**

n/a

If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. **Encumbered Inclusions.** Any Inclusions owned by Seller (i.e., owned solar panels) must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and encumbrances, except:

n/a

2.5.3. **Personal Property Conveyance.** Conveyance of all personal property will be by bill of

sale or other applicable legal instrument.

2.5.4. Leased Items. The following personal property is currently leased to Seller which will be transferred to Buyer at Closing (Leased Items):

n/a

2.6. Exclusions. The following items are excluded (Exclusions):

n/a

2.7. Water Rights, Well Rights, Water and Sewer Taps.

☐ **2.7.1. Deeded Water Rights.** The following legally described water rights:

n/a

Any deeded water rights will be conveyed by a good and sufficient n/a deed at Closing.

☐ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1., 2.7.3., 2.7.4. and 2.7.5., will be transferred to Buyer at Closing:

n/a

☐ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is

n/a.

☐ **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:

n/a

2.7.5. Water and Sewer Taps. The parties agree that water and sewer taps listed below for the Property are being conveyed as part of the Purchase Price as follows:

n/a

If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.

2.7.6. Conveyance. If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water), § 2.7.3. (Well Rights), § 2.7.4. (Water Stock Certificates), or § 2.7.5. (Water and Sewer Taps), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

2.7.7. Water Rights Review. Buyer ☐ Does ☒ Does Not have a Right to Terminate if examination of the Water Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline**.

2.8. Growing Crops. With respect to growing crops, Seller and Buyer agree as follows:

n/a

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	4:00 PM MST
2	§ 4	Alternative Earnest Money Deadline	WITHIN 5 BUSINESS DAYS OF MEC
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	MEC + 10

116	4	§ 8	Record Title Objection Deadline	MEC + 17	Item 17.
117	5	§ 8	Off-Record Title Deadline	MEC + 10	
118	6	§ 8	Off-Record Title Objection Deadline	MEC + 17	
119	7	§ 8	Title Resolution Deadline	MEC + 24	
120	8	§ 8	Third Party Right to Purchase/Approve Deadline	n/a	
121			Owners' Association		
122	9	§ 7	Association Documents Deadline	n/a	
123	10	§ 7	Association Documents Termination Deadline	n/a	
124			Seller's Disclosures		
125	11	§ 10	Seller's Property Disclosure Deadline	WILL NOT BE PROVIDED	
126	12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	n/a	
127			Loan and Credit		
128	13	§ 5	New Loan Application Deadline	n/a	
129	14	§ 5	New Loan Terms Deadline	n/a	
130	15	§ 5	New Loan Availability Deadline	n/a	
131	16	§ 5	Buyer's Credit Information Deadline	n/a	
132	17	§ 5	Disapproval of Buyer's Credit Information Deadline	n/a	
133	18	§ 5	Existing Loan Deadline	n/a	
134	19	§ 5	Existing Loan Termination Deadline	n/a	
135	20	§ 5	Loan Transfer Approval Deadline	n/a	
136	21	§ 4	Seller or Private Financing Deadline	n/a	
137			Appraisal		
138	22	§ 6	Appraisal Deadline	n/a	
139	23	§ 6	Appraisal Objection Deadline	n/a	
140	24	§ 6	Appraisal Resolution Deadline	n/a	
141			Survey		
142	25	§ 9	New ILC or New Survey Deadline	MEC + 3	
143	26	§ 9	New ILC or New Survey Objection Deadline	MEC + 8	
144	27	§ 9	New ILC or New Survey Resolution Deadline	MEC + 13	
145			Inspection and Due diligence		
146	28	§ 2	Water Rights Examination Deadline	n/a	
147	29	§ 8	Mineral Rights Examination Deadline	n/a	
148	30	§ 10	Inspection Termination Deadline	MEC + 10	
149	31	§ 10	Inspection Objection Deadline	MEC + 10	
150	32	§ 10	Inspection Resolution Deadline	MEC + 14	

175	33	§ 10	Property Insurance Termination Deadline	<i>n/a</i>	Item 17.
176	34	§ 10	Due Diligence Documents Delivery Deadline	<i>n/a</i>	
177	35	§ 10	Due Diligence Documents Objection Deadline	<i>n/a</i>	
178	36	§ 10	Due Diligence Documents Resolution Deadline	<i>n/a</i>	
179	37	§ 10	Environmental Inspection Termination Deadline	<i>n/a</i>	
180	38	§ 10	ADA Evaluation Termination Deadline	<i>n/a</i>	
181	39	§ 10	Conditional Sale Deadline	<i>n/a</i>	
182	40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	<i>n/a</i>	
183	41	§ 11	Estoppel Statements Deadline	<i>n/a</i>	
184	42	§ 11	Estoppel Statements Termination Deadline	<i>n/a</i>	
185			Closing and Possession		
186	43	§ 12	Closing Date	MEC + 21	
187	44	§ 17	Possession Date	DAY OF CLOSING	
188	45	§ 17	Possession Time	AFTER CLOSING AND DELIVERY OF DEED	
189	46	§ 27	Acceptance Deadline Date	9/7/2022	Wednesday
190	47	§ 27	Acceptance Deadline Time	6:00 PM MST	
191	48	<i>n/a</i>	<i>n/a</i>	<i>n/a</i>	
192	49	<i>n/a</i>	<i>n/a</i>	<i>n/a</i>	

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3.2. Applicability of Terms. If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with "N/A", or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The abbreviation "N/A" as used in this Contract means not applicable.

3.3. Day; Computation of Period of Days; Deadlines.

3.3.1. Day. As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1. (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of Day Deadline** is left blank or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.

3.3.2. Computation of Period of Days. In computing a period of days (e.g., three days after MEC), when the ending date is not specified, the first day is excluded and the last day is included.

3.3.3. Deadlines. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline ☒ **Will** ☐ **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

4. PURCHASE PRICE AND TERMS.

233 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as
234 follows:

Item 17.

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	\$ 600,000.00	
2	§ 4.3.	Earnest Money		\$ 10,000.00
3	§ 4.5.	New Loan		\$
4	§ 4.6.	Assumption Balance		\$
5	§ 4.7.	Private Financing		\$
6	§ 4.7.	Seller Financing		\$
7	n/a	n/a		\$
8	n/a	n/a		\$
9	§ 4.4.	Cash at Closing		\$ 590,000.00
10		Total	\$ 600,000.00	\$ 600,000.00

251 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$n/a (Seller Concession). The Seller
252 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed
253 by the Buyer's lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of
254 allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs,
255 loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or
256 expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere
257 in this Contract.

259 **4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a **LEGAL TENDER**,
260 will be payable to and held by **CENTRAL COLORADO TITLE & ESCROW** (Earnest Money Holder), in
261 its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer,
262 with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its
263 payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing
264 (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have
265 interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable
266 housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the
267 Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

269 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if
270 other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

272 **4.3.2. Disposition of Earnest Money.** If Buyer has a Right to Terminate and timely terminates,
273 Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as
274 set forth in § 24 and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not
275 already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer
276 or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three
277 days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in §
278 23 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an
279 Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with Seller,
280 written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer's receipt.

282 **4.3.2.1. Seller Failure to Timely Return Earnest Money.** If Seller fails to timely execute
283 and return the Earnest Money Release Form, or other written mutual instructions, Seller is in default and
284 liable to Buyer as set forth in "If Seller is in Default", § 20.2. and § 21, unless Seller is entitled to the
285 Earnest Money due to a Buyer default.

287 **4.3.2.2. Buyer Failure to Timely Release Earnest Money.** If Buyer fails to timely execute
288 and return the Earnest Money Release Form, or other written mutual instructions, Buyer is in default and
289 liable to Seller as set forth in "If Buyer is in Default, § 20.1. and § 21, unless Buyer is entitled to the Earnest
290 Money due to a Seller Default.

291 **4.4. Form of Funds; Time of Payment; Available Funds.**

4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

4.4.2. Time of Payment. All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.**

4.4.3. Available Funds. Buyer represents that Buyer, as of the date of this Contract, ☒ **Does** ☐ **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

4.5. New Loan. (Omitted as inapplicable)

4.6. Assumption. (Omitted as inapplicable)

4.7. Seller or Private Financing. (Omitted as inapplicable)

TRANSACTION PROVISIONS

5. FINANCING CONDITIONS AND OBLIGATIONS. (Omitted as inapplicable)

5.3. Credit Information. (Omitted as inapplicable)

5.4. Existing Loan Review. (Omitted as inapplicable)

6. APPRAISAL PROVISIONS.

6.1. Appraisal Definition. An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.

6.2. Appraised Value. The applicable appraisal provision set forth below applies to the respective loan type set forth in § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

6.2.1. Conventional/Other. Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal Objection Deadline**:

6.2.1.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

6.2.1.2. Appraisal Objection. Deliver to Seller a written objection accompanied by either a copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

6.2.1.3. Appraisal Resolution. If an Appraisal Objection is received by Seller, on or before **Appraisal Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

6.3. Lender Property Requirements. If the lender imposes any written requirements, replacements, removals or repairs, including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the satisfaction of the Lender Property Requirements is waived in writing by Buyer.

6.4. Cost of Appraisal. Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by ☐ **Buyer** ☐ **Seller**. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's agent or all three.

7. OWNERS' ASSOCIATIONS. This Section is applicable if the Property is located within one or more Common Interest Communities and subject to one or more declarations (Association).

7.1. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.

7.2. Association Documents to Buyer. Seller is obligated to provide to Buyer the Association Documents (defined below), at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents, regardless of who provides such documents.

7.3. Association Documents. Association documents (Association Documents) consist of the following:

7.3.1. All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements, rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5, C.R.S.;

7.3.2. Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings; such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

7.3.3. List of all Association insurance policies as provided in the Association's last Annual Disclosure, including, but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed (Association Insurance Documents);

7.3.4. A list by unit type of the Association's assessments, including both regular and special assessments as disclosed in the Association's last Annual Disclosure;

7.3.5. The Association's most recent financial documents which consist of: (1) the Association's operating budget for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the Association's community association manager or Association will charge in connection with the Closing including, but not limited to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and 7.3.5., collectively, Financial Documents);

7.3.6. Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or

disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2. (Disclosure of Adverse Material Facts Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or limited common elements of the Association property.

7.4. Conditional on Buyer's Review. Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

8.1. Evidence of Record Title.

☒ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

☐ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price. If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

8.1.3. Owner's Extended Coverage (OEC). The Title Commitment ☐ **Will** ☒ **Will Not** contain Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** n/a. Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.7. (Right to Object to Title, Resolution).

8.1.4. Title Documents. Title Documents consist of the following: (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).

8.1.5. Copies of Title Documents. Buyer must receive, on or before **Record Title Deadline**, copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner's title insurance policy.

8.1.6. Existing Abstracts of Title. Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title**

Deadline.

8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1. (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

8.3. Off-Record Title. Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2. (Record Title) and § 13 (Transfer of Title), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

8.5. Tax Certificate. A tax certificate paid for by ☒ **Seller** ☐ **Buyer**, for the Property listing any special taxing districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the Property is located within a special taxing district and such inclusion is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's

Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Tax Certificate and the inclusion of the Property in a special taxing district, if applicable, as satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in §4.5.3. (Loan Limitations) prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

8.6. Third Party Right to Purchase/Approve. If any third party has a right to purchase the Property (e.g., right of first refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.

8.7. Right to Object to Title, Resolution. Buyer has a right to object or terminate, in Buyer's sole subjective discretion, based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Special Taxing District) and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the applicable deadline, Buyer has the following options:

8.7.1. Title Objection, Resolution. If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

8.7.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 24.1., on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

8.8. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various laws and governmental regulations concerning land use, development and environmental matters.

8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.

8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES,

PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

8.8.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.

8.9. Mineral Rights Review. Buyer ☐ Does ☒ Does Not have a Right to Terminate if examination of the Mineral Rights is unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline**.

9. NEW ILC, NEW SURVEY.

9.1. New ILC or New Survey. If the box is checked, (1) ☐ **New Improvement Location Certificate (New ILC)**; or, (2) ☒ **New Survey** in the form of n/a is required and the following will apply:

9.1.1. Ordering of New ILC or New Survey. ☒ **Seller** ☐ **Buyer** will order the New ILC or New Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date after the date of this Contract.

9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or before Closing, by: ☒ **Seller** ☐ **Buyer** or: n/a

9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of the opinion of title if an Abstract of Title) and FIRST COLORADO LAND OFFICE will receive a New ILC or New Survey on or before **New ILC or New Survey Deadline**.

9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor to all those who are to receive the New ILC or New Survey.

9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

9.3. New ILC or New Survey Objection. Buyer has the right to review and object based on the New ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3. or § 13:

9.3.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

9.3.3. New ILC or New Survey Resolution. If a **New ILC or New Survey Objection** is received by Seller, on or before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such termination (i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**).

DISCLOSURE, INSPECTION AND DUE DILIGENCE

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF WATER.

10.1. Seller's Property Disclosure. On or before **Seller's Property Disclosure Deadline**, Seller

agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date of this Contract.

10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition. Seller must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an "**As Is**" condition, "**Where Is**" and "**With All Faults.**"

10.3. Inspection. Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:

10.3.1. Inspection Termination. On or before the **Inspection Termination Deadline**, notify Seller in writing, pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller pursuant to § 10.3.2.; or

10.3.2. Inspection Objection. On or before the **Inspection Objection Deadline**, deliver to Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct.

10.3.3. Inspection Resolution. If an Inspection Objection is received by Seller, on or before **Inspection Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by executing an Earnest Money Release.

10.4. Damage, Liens and Indemnity. Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed pursuant to an Inspection Resolution.

10.5. Insurability. Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance Termination Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance (Property Insurance) on the Property, in Buyer's sole subjective discretion.

10.6. Due Diligence.

10.6.1. Due Diligence Documents. Seller agrees to deliver copies of the following documents and information pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline**:

10.6.1.1. Occupancy Agreements. All current leases, including any amendments or other

occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

n/a

10.6.1.2. Leased Items Documents. If any lease of personal property (§ 2.5.4., Leased Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer ☐ **Will** ☐ **Will Not** assume the Seller's obligations under such leases for the Leased Items (§ 2.5.4., Leased Items).

10.6.1.3. Encumbered Inclusions Documents. If any Inclusions owned by Seller are encumbered pursuant to § 2.5.2. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer ☐ **Will** ☒ **Will Not** assume the debt on the Encumbered Inclusions (§ 2.5.2., Encumbered Inclusions).

10.6.1.4. Other Documents. If the respective box is checked, Seller agrees to additionally deliver copies of the following:

☐ **10.6.1.4.1.** All contracts relating to the operation, maintenance and management of the Property;

☐ **10.6.1.4.2.** Property tax bills for the last n/a years;

☐ **10.6.1.4.3.** As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now available;

☐ **10.6.1.4.4.** A list of all Inclusions to be conveyed to Buyer;

☐ **10.6.1.4.5.** Operating statements for the past n/a years;

☐ **10.6.1.4.6.** A rent roll accurate and correct to the date of this Contract;

☐ **10.6.1.4.7.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;

☐ **10.6.1.4.8.** All insurance policies pertaining to the Property and copies of any claims which have been made for the past n/a years;

☐ **10.6.1.4.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered earlier under § 8.3.);

☐ **10.6.1.4.10.** Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;

☐ **10.6.1.4.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property with said Act;

☐ **10.6.1.4.12.** All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and

☐ **10.6.1.4.13.** Other:

n/a

10.6.2. Due Diligence Documents Review and Objection. Buyer has the right to review and object based on the Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

10.6.2.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

10.6.2.2. Due Diligence Documents Objection. Deliver to Seller a written description of

any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

10.6.2.3. Due Diligence Documents Resolution. If a Due Diligence Documents Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).

10.6.3. Zoning. Buyer has the Right to Terminate under § 24.1., on or before **Due Diligence Documents Objection Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

10.6.4. Due Diligence – Environmental, ADA. Buyer has the right to obtain environmental inspections of the Property including Phase I and Phase II Environmental Site Assessments, as applicable. ☐ Seller ☐ Buyer will order or provide **Phase I Environmental Site Assessment, Phase II Environmental Site Assessment** (compliant with most current version of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or n/a, at the expense of ☐ Seller ☐ Buyer (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any.

If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental Inspection Termination Deadline** will be extended by n/a days (Extended Environmental Inspection Objection Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date**, the **Closing Date** will be extended a like period of time. In such event, ☐ Seller ☐ Buyer must pay the cost for such Phase II Environmental Site Assessment.

Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4., Buyer has the Right to Terminate under § 24.1., on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

Buyer has the Right to Terminate under § 24.1., on or before **ADA Evaluation Termination Deadline**, based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

10.7. Conditional Upon Sale of Property. This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as n/a. Buyer has the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

10.8. Source of Potable Water (Residential Land and Residential Improvements Only). Buyer ☐ Does ☒ Does Not acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for the Property. ☒ There is **No Well**. Buyer ☐ Does ☐ Does Not acknowledge receipt of a copy of the current well permit.

Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.

10.9. Existing Leases; Modification of Existing Leases; New Leases. Seller states that none of the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.

10.10. Lead-Based Paint. [Intentionally Deleted - See Residential Addendum if applicable]

10.11. Carbon Monoxide Alarms. [Intentionally Deleted - See Residential Addendum if applicable]

applicable]

10.12. **Methamphetamine Disclosure.** [Intentionally Deleted - See Residential Addendum if applicable]

11. TENANT ESTOPPEL STATEMENTS.

11.1. **Estoppel Statements Conditions.** Buyer has the right to review and object to any Estoppel Statements. Seller must request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**, statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease stating:

- 11.1.1. The commencement date of the Lease and scheduled termination date of the Lease;
- 11.1.2. That said Lease is in full force and effect and that there have been no subsequent modifications or amendments;
- 11.1.3. The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;
- 11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;
- 11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and
- 11.1.6. That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease demising the premises it describes.

11.2. **Seller Estoppel Statement.** In the event Seller does not receive from all tenants of the Property a completed signed Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents required §11.1. above and deliver the same to Buyer on or before **Estoppel Statements Deadline**.

11.3. **Estoppel Statements Termination.** Buyer has the Right to Terminate under § 24.1., on or before **Estoppel Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

12.1. **Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.

12.2. **Closing Instructions.** Colorado Real Estate Commission's Closing Instructions ☐ **Are** ☒ **Are Not** executed with this Contract.

12.3. **Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller agrees to deliver a set of keys for the Property to Buyer. The hour and place of Closing will be as designated by [agreement of Buyer, Seller, and Title Company](#).

12.4. **Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

12.5. **Assignment of Leases.** Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer must assume Seller's obligations under such Leases. Further, Seller must transfer to

Buyer all Leased Items and assign to Buyer such leases for the Leased Items accepted by Buyer pursuant § 2.5.4. (Leased Items).

13. TRANSFER OF TITLE. Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing: ☒ special warranty deed ☐ general warranty deed ☐ bargain and sale deed ☐ quit claim deed ☐ personal representative's deed ☐ n/a deed. Seller, provided another deed is not selected, must execute and deliver a good and sufficient special warranty deed to Buyer, at Closing.

Unless otherwise specified in § 29 (Additional Provisions), if title will be conveyed using a special warranty deed or a general warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

14. PAYMENT OF LIENS AND ENCUMBRANCES. Unless agreed to by Buyer in writing, any amounts owed on any liens or encumbrances securing a monetary sum against the Property and Inclusions, including any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid at or before Closing by Seller from the proceeds of this transaction or from any other source.

15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND WITHHOLDING.

15.1. Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required to be paid at Closing, except as otherwise provided herein.

15.2. Closing Services Fee. The fee for real estate closing services must be paid at Closing by ☐ Buyer ☐ Seller ☒ One-Half by Buyer and One-Half by Seller ☐ Other n/a.

15.3. Association Fees and Required Disbursements. At least fourteen days prior to **Closing Date**, Seller agrees to promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees associated with or specified in the Status Letter will be paid as follows:

15.3.1. Status Letter Fee. Any fee incident to the issuance of Association's Status Letter must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.3.2. Record Change Fee. Any Record Change Fee must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.3.3. Assessments, Reserves or Working Capital. All assessments required to be paid in advance (other than Association Assessments as defined in § 16.2. (Association Assessments), reserves or working capital due at Closing must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.3.4. Other Fees. Any other fee listed in the Status Letter as required to be paid at Closing will be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.4. Local Transfer Tax. Any Local Transfer Tax must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.5. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.6. Private Transfer Fee. Any private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.7. Water Transfer Fees. Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed \$n/a for:

☐ Water Stock/Certificates ☐ Water District

☐ Augmentation Membership ☐ Small Domestic Water Company ☐ n/a

and must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.8. Utility Transfer Fees. Utility transfer fees can change. Any fees to transfer utilities from Seller to

Buyer must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

Item 17.

15.9. FIRPTA and Colorado Withholding.

15.9.1. FIRPTA. The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller ☐ **IS** a foreign person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

15.9.2. Colorado Withholding. The Colorado Department of Revenue may require a portion of the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

16. PRORATIONS AND ASSOCIATION ASSESSMENTS.

16.1. Prorations. The following will be prorated to the **Closing Date**, except as otherwise provided:

16.1.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the year of Closing, based on

☐ **Taxes for the Calendar Year Immediately Preceding Closing**
☒ **Most Recent Mill Levy and Most Recent Assessed Valuation,** ☐ **Other**
n/a

16.1.2. Rents. Rents based on ☐ **Rents Actually Received** ☐ **Accrued.** At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address.

16.1.3. Other Prorations. Water and sewer charges, propane, interest on continuing loan and
n/a

16.1.4. Final Settlement. Unless otherwise specified in Additional Provisions, these prorations are final.

16.2. Association Assessments. Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐ **Buyer** ☐ **Seller.** Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents there are no unpaid regular or special assessments against the Property except the current regular assessments and
n/a

Association Assessments are subject to change as provided in the Governing Documents.

17. POSSESSION. Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to the Leases as set forth in § 10.6.1.1.

If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ n/a per day (or any part of a day notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered.

18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH. Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

18.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

18.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing.

18.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

18.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

18.5. Home Warranty. [Intentionally Deleted]

18.6. Risk of Loss – Growing Crops. The risk of loss for damage to growing crops by fire or other casualty will be borne by the party entitled to the growing crops as provided in § 2.8. and such party is entitled to such insurance proceeds or benefits for the growing crops.

19. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination of title; (2) consultation with legal and tax or other counsel

before signing this Contract as this Contract may have important legal and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must be complied with.

20. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

20.1. If Buyer is in Default:

☐ **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

20.2. If Seller is in Default:

20.2.1. Specific Performance, Damages or Both. Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

20.2.2. Seller's Failure to Perform. In the event Seller fails to perform Seller's obligations under this Contract, to include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this Contract are reserved and survive Closing.

21. LEGAL FEES, COST AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.

22. MEDIATION. If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This Section will not alter any date in this Contract, unless otherwise agreed.

23. EARNEST MONEY DISPUTE. Except as otherwise provided herein, Earnest Money Holder must release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

24. TERMINATION.

24.1. Right to Terminate. If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate under such provision.

24.2. Effect of Termination. In the event this Contract is terminated, and all Earnest Money received hereunder is timely returned to Buyer, the parties are relieved of all obligations hereunder, subject to §§ 10.4. and 21.

25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS. This Contract, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor to a party receives the predecessor's benefits and obligations of this Contract.

26. NOTICE, DELIVERY AND CHOICE OF LAW.

26.1. Physical Delivery and Notice. Any document or notice to Buyer or Seller must be in writing, except as provided in § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm).

26.2. Electronic Notice. As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or **ANY ELECTRONIC DELIVERY**.

26.3. Electronic Delivery. Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

26.4. Choice of Law. This Contract and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign

1166 a contract in Colorado for real property located in Colorado.

Item 17.

1168 **27. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing,
1169 by Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such
1170 acceptance pursuant to § 26 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If
1171 accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be
1172 executed by each party, separately and when each party has executed a copy thereof, such copies taken
1173 together are deemed to be a full and complete contract between the parties.
1174

1175
1176 **28. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith
1177 including, but not limited to, exercising the rights and obligations set forth in the provisions of **Financing**
1178 **Conditions and Obligations; Title Insurance, Record Title and Off-Record Title; New ILC, New Survey;**
1179 **and Property Disclosure, Inspection, Indemnity, Insurability Due Diligence and Source of Water.**
1180

1181
1182 **ADDITIONAL PROVISIONS AND ATTACHMENTS**
1183
1184

1185 **29. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the
1186 Colorado Real Estate Commission.)

1187 **1.) MEC will represent "Mutual Execution of Contract" for the purpose of computing all dates**
1188 **and deadlines.**
1189

1190
1191 **2) The parties entered and negotiated this Contract in good faith based on a third-party**
1192 **appraisal. The acquisition of Seller's property through eminent domain was neither approved**
1193 **by Buyer's elected officials nor did Buyer use its powers of eminent domain to enter into this**
1194 **transaction. However, Buyer as a political subdivision of the State and a municipal**
1195 **corporation may exercise its powers of eminent domain to condemn property for the public**
1196 **benefit with just compensation to the owner. Buyer makes no representation regarding**
1197 **whether the property would have been acquired**
1198 **through eminent domain nor regarding Seller's eligibility to receive tax-related benefits on**
1199 **this transaction for involuntary conversions. Seller accepts all responsibility and hereby**
1200 **holds Buyer harmless for the tax consequences to Seller arising from the conveyance of**
1201 **Tract 1 & Tract 2 to Buyer pursuant to the terms of this Agreement.**
1202
1203
1204

1205 **30. OTHER DOCUMENTS.**

1206 **30.1. Documents Part of Contract.** The following documents **are a part** of this Contract:
1207 **n/a**
1208
1209

1210
1211
1212
1213 **30.2. Documents Not Part of Contract.** The following documents have been provided but are **not a**
1214 **part** of this Contract:
1215 **n/a**
1216
1217
1218
1219
1220

1221
1222 **Signatures**
1223
1224

 Buyer: **City of Salida, a municipal corporation**
By: Dan Shore, Mayor

 Buyer: **Chaffee County, a political subdivision of the State of Colorado**
By: Greg Felt, Chair of the Board of Chaffee County
Commissioners

[NOTE: If this offer is being countered or rejected, do not sign this document.]

 Seller: **TRACEY GUCCIONE**

 Seller: **DAVID PADOVEN**

END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working With Buyer

Broker ☐ Does ☒ Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a ☐ Buyer's Agent ☒ Transaction-Broker in this transaction.

☐ Customer. Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by ☒ Listing Brokerage Firm ☐ Buyer ☐ Other .

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: **First Colorado Land Office**

Brokerage Firm's License #: **EC 40047449**



Date: **8/17/2022**

Broker's Name: **Jeff Post**

Broker's License #: **ER 40018515**

Address: **7385 W. Hwy 50 Salida, CO 81201**

Ph: **719-539-6682** Fax: **719-539-6685** Email Address: **post@firstcolorado.com;**
laura@firstcolorado.com

B. Broker Working with Seller

Broker ☐ Does ☒ Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a ☐ Seller's Agent ☒ Transaction-Broker in this transaction.

☐ Customer. Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by ☒ Seller ☐ Buyer ☐ Other .

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: **First Colorado Land Office**

Brokerage Firm's License #: **EC 40047449**

Broker:



Date: **8/17/2022**

Broker's License #: **ER 40018515**

Address: **7385 W. Hwy 50 Salida, CO 81201**

Ph: **719-539-6682** Fax: **719-539-6685** Email Address: **post@firstcolorado.com;**
laura@firstcolorado.com

CBS4-6-21. CONTRACT TO BUY AND SELL REAL ESTATE (LAND)

CHAPTER 5 ALTERNATIVES ANALYSIS

INTRODUCTION

The alternatives analysis identifies the demand/capacity variances, airport design inconsistencies, and user needs identified during the planning process. This analysis provides an organized approach to developing a comparative analysis to evaluate each alternative. The preferred development alternatives will result in the development of the airport layout plan and airport capital improvement program (ACIP). The key elements of this process are:

1. Identification of improvement alternatives that address facility requirement needs;
2. Evaluation of the alternatives, individually and collectively, to provide a thorough understanding of the opportunities, constraints, and consequences of each; and,
3. Selection of a recommended alternative that meets the goals of this study.

Additionally, the Airport Cooperative Research Program (ACRP) 113 recommends implementing basic principles for the development of a general aviation plan. These principles are similar to the study goals identified earlier in this study, and combined with each improvement alternative, as follows:

1. Safety (*Maintain Airport Safety/Meet Design Standards*) – Meets FAA design standards, offers minimal opportunity for runway incursions, does not conflict with navigational aids;
2. Efficiency – Maximize development space, does not create conflicts between aircraft, while maintaining efficient ground access;
3. Economics/Financial Feasibility (*Revenue Enhancement/Minimize Operating Costs/Financial Self-Sufficiency/Sustainability*) – Benefit outweigh the costs, reasonable funding in place, offers opportunities for generating revenue and/or reducing operating costs;
4. Expansion (*Continue Airport Improvements*) – Facilitates future expansion, does not adversely degrade opportunity for expansion of nearby facilities;



5. Balance (*Accommodate Capacity and Demand*) – Facility plan is in balance with airfield design and runway/taxiway capability, meets existing and future requirements;
6. Consistency – Consistent with airport vision/community goals, meets FAA grant assurances, and consistent with airport minimum standards; and,
7. Technical Feasibility – Site conditions are suitable for improvements and limits development constraints.

These principles are used to guide the evaluation process as well as assist with the identification of the recommended proposed action.

SITE CONSTRAINTS

The following site constraints are identified from the initial site investigation and data collection efforts. Each constraint listed could affect future improvements at ANK:

Terrain: ANK is located on a plateau surrounded by mountainous terrain with steep grade changes. The monetary costs for fill/grading to meet FAA design standards, appears to be financially unfeasible compared to the benefit received. As a result, the terrain is considered a constraint to future development. Overall, the only feasible option for growth is along the south and southwest side of the airport.

Airport Road: County Highway 140 (Airport Road) traverses southwest along the eastern property boundary before turning to the west where it crosses through the Runway 6 RPZ. It is desirable to clear the entire RPZ of all above-ground objects as well as clear all facilities, including roads and highways.

Changes to the RPZ or Airport Road will require coordination with the FAA-Denver ADO to determine whether proposed improvements are consistent with recommended land use policies.

Powerlines: Electric transmission lines traverse north-south and crosses the south approach end of Runway 6 before turning northeast where it parallels the airport property boundary. The location and height above ground level of the powerlines exceed the approach and departure obstruction surfaces on the



southwest end of Runway 6-24. Chaffee County is currently working to mitigate the FAR Part 77 impacts to airspace from the transmission lines.

RUNWAY ALTERNATIVES

Runway alternatives are typically developed to address capacity needs and design standards. Based on the analysis provided in the Facility Requirements, existing and future design (critical) aircraft performance characteristics suggest the need for additional runway pavement length.

The results of the wind analysis, performed in Chapter 2, indicates the need for a crosswind runway to meet Aircraft Approach Category (AAC) B aircraft at 10.5 knots. As a result, the following runway alternatives are presented:

Alternative A – Runway Length and Width

Runway length and width is established from the performance characteristics and wingspan of the design aircraft. Information obtained from FlightAware.com, along with airport manager records, reveal the design aircraft is a combination of the Beechcraft Airliner (runway length) and Cessna Citation II (pavement width).

Runway Length

AC 150/5325-4B, Runway Length Requirements, was used to calculate the recommended takeoff distances for the design aircraft. Utilizing the takeoff performance characteristics of the Beechcraft Airliner at the airfield elevation of 7,523 feet (reference Table 4-3), a pavement length of 9,000 feet is recommended to meet operational requirements at 100 percent useful load.

Runway Width

AC 150/5300-13A, Table 1-2, Airplane Design Group (ADG) was used to determine the recommended pavement width for the Cessna Citation II. Referencing the Tail Height (15 feet) and Wingspan (52.1 feet), the Citation II is considered a Group II aircraft. Table A7-4, Runway Design Standards Matrix, A/B-II, reveals a runway pavement width of 75 feet is recommended for ADG-II aircraft.



Although the Citation II is used to determine the recommended runway pavement width, the takeoff performance characteristics of the Citation II was calculated, for reference. AC 150/5325-4B, Table 4-3, was referenced to calculate the recommended pavement length of 7,700 feet at 60 percent useful load, and 8,600 feet at 90 percent useful load.

As a result of the recommended runway pavement length calculations, the following options are evaluated:

ALT A1 – NO BUILD

ALT A2 – EXTEND RW 6-24 TO 7,700 FEET (CITATION II)

ALT A3 – EXTEND RW 6-24 TO 8,600 FEET (CITATION II)

ALT A4 – EXTEND RW 6-24 TO 9,000 FEET (BEECH AIRLINER)

The runway length analysis is provided, as follows:

ALT A1 – No Build

The “no build” alternative results in the runway length remaining at 7,348 feet.

ALT A2 – Extend Runway 6-24 to 7,700 feet

This pavement length is recommended to satisfy the Citation II takeoff length at 60 percent useful load. This improvement involves relocating the Runway 6 threshold approximately 352 feet south, along with the runway safety areas, RPZ, and approach surfaces.

Land acquisition is estimated at 8 acres to accommodate the runway extension, and associated safety areas. Additional costs include removal/relocation/burial of the transmission line, and Airport Road re-alignment. See [FIGURE 5-1](#) for details.

Opportunities:

Extending the runway pavement 352 feet, from 7,348 feet to 7,700 feet is recommended to accommodate the Citation II, or similar, operating at 60 percent useful load at ANK. This action increases airport capacity while accommodating unforeseen changes in the aircraft fleet mix. Furthermore, this

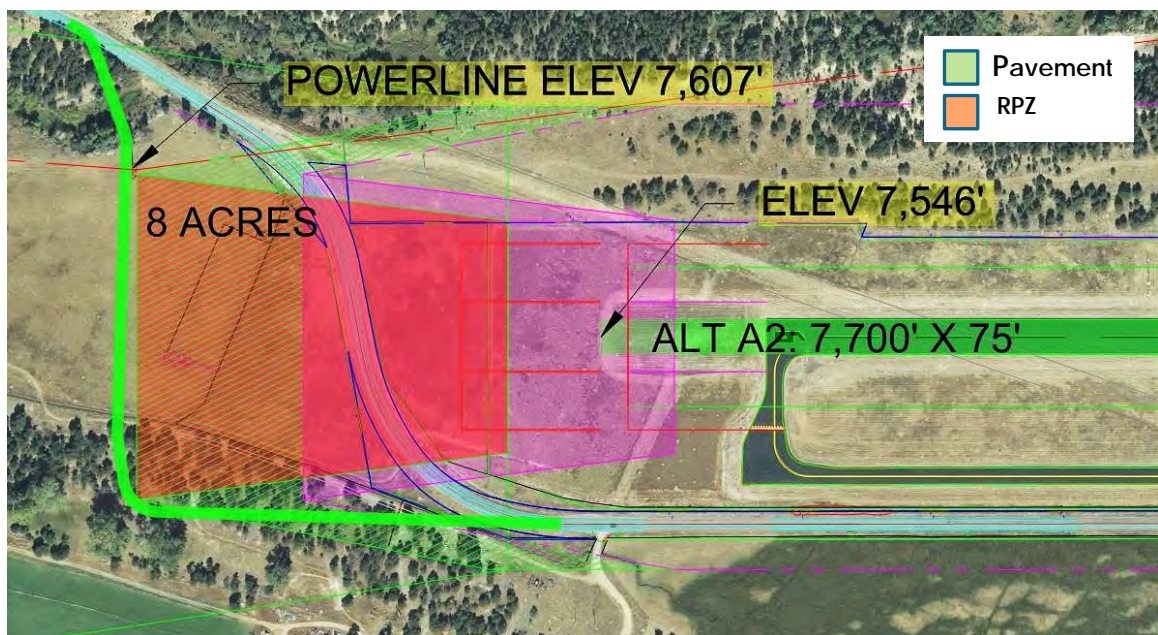
alternative is consistent with FAA design standards, while allowing an expansion of facilities and services.

Constraints:

This action will result in land acquisition, environmental studies, burial or relocation of the transmission line, and significant grading/excavation. Re-alignment of Airport Road may be needed to meet obstruction clearances and RPZ land use requirements.

Overall, the benefit received from this alternative may be justified if the financial obligations outweigh the costs. Federal and state funding may be difficult to obtain without strong justification based on need and safety. Additionally, this action may not be politically feasible due to local funding priorities and other needs at the airport.

FIGURE 5-1 ALT A2



Source: Burns & McDonnell, June 2017

ALT A3 – Runway Length 8,600 feet

This pavement length is recommended to satisfy the Citation II takeoff length at 90 percent useful load, which involves relocating the Runway 6 threshold



approximately 1,252 feet south. Land acquisition is estimated at 28 acres to accommodate the runway extension, and associated safety areas.

Additional costs include removal/relocation of the transmission line, property acquisition, and Airport Road re-alignment. See [FIGURE 5-2](#) for details.

Opportunities:

Extending the runway pavement 1,252 feet, from 7,348 feet to 8,600 feet is recommended to accommodate the Citation II, or similar, operating at 90 percent useful load at ANK. This action provides improved access to the airport, and flexibility to accommodate unforeseen changes such as an increase in larger aircraft operations at the airport.

Furthermore, this alternative is consistent with FAA design standards while permitting future expansion of facilities and services.

Constraints:

This action will require land acquisition, environmental studies, re-location of the transmission line, re-alignment of Airport Road, and terrain considerations.

Overall, construction costs may not outweigh the benefits received from this alternative, while federal and state funding may be difficult to obtain without strong justification based on need and safety.

Furthermore, this action may not be politically feasible due to local funding priorities and other needs at the airport.