



CITY COUNCIL REGULAR MEETING

448 E. 1st Street, Room 190 Salida, Colorado 81201
November 19, 2024 - 6:00 PM

AGENDA

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

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

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

CIVILITY INVOCATION

CALL TO ORDER

Pledge of Allegiance

Roll Call

CONSENT AGENDA

1. Approve Agenda
- [2.](#) Approve November 5, 2024 Minutes
- [3.](#) Approve Special Event Liquor Licenses for Sventastik Productions Inc.
- [4.](#) Approve Contract Amendment with Dibble & Associates Consulting for the Airport Fuel Farm Bulk Refueling Re-Design
- [5.](#) Approve DOLA grant application for the Energy & Mineral Assistance Fund

CITIZEN COMMENT—Three (3) Minute Time Limit

LIQUOR LICENSING AUTHORITY

- [6.](#) New Tavern Liquor License request for Lucky Penny Group, LLC dba Liberty Hall at 136 Old Stage Road, Unit 1-A

UNFINISHED BUSINESS / ACTION ITEMS

AMPLIFIED SOUND PERMIT

- [7.](#) Amplified Sound Permit for the Parade of Lights -**Public Hearing**
- [8.](#) Amplified Sound Permit for the New Years Eve Ball drop -**Public Hearing**

NEW BUSINESS / ACTION ITEMS

- [9.](#) Approve appointment of a Designated Representative to the Greater Salida Recreation Corporation Board
- [10.](#) **Resolution 2024-69** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, EXPRESSING SUPPORT FOR THE COLORADO ASSOCIATION OF SKI TOWNS 2024 LEGISLATIVE POSITION STATEMENT ON HOUSING LEGISLATIVE PRIORITIES AND THE COLORADO MUNICIPAL LEAGUE'S POLICY COMMITTEE RECOMMENDATIONS FOR CML INITIATED LEGISLATION
- [11.](#) **Resolution 2024-71** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING AN ANNEXATION AGREEMENT WITH NED SUESSE FOR THE ANNEXATION OF CERTAIN REAL PROPERTY INTO THE CITY

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Council Reports

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.

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

Mayor Report

Treasurer Report

[12.](#) Treasurer Report

Attorney Report

Department Updates

[13.](#) Department Updates

ADJOURN



City Clerk | Deputy City Clerk

Mayor Dan Shore



CITY COUNCIL REGULAR MEETING

448 E. 1st Street, Room 190 Salida, Colorado 81201
November 05, 2024 - 6:00 PM

MINUTES

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<https://attendee.gotowebinar.com/register/3742005742374996822>.

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

CIVILITY INVOCATION

CALL TO ORDER

Pledge of Allegiance

Roll Call

PRESENT

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

CONSENT AGENDA

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

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

Approve Agenda

Approve October 15, 2024 Minutes

Approve October 21, 2024 Special Meeting Minutes

Approval of Airport Ground Lease Termination for Salida Soaring CO

Approval of Airport Ground Lease Termination for Stephen Bush

Approval of an Airport Ground Lease for Ray Plumb

Approve Consulting Services Agreement with Dibble & Associates Consulting Engineers, Inc. for the Airport

Approve Final Settlement for the 2024 Concrete Maintenance Project

Approve Final Settlement for the 2024 Asphalt Maintenance Project

Approve Final Settlement for the Pasquale Water Treatment Plant Improvement Project

Approval of the 2025 Salida Tree Board Action Plan

Approve Professional Service Contract with EnB Janitorial for cleaning services at the SteamPlant and Scout Hut

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

Approve Contract with Douglass Colony Group for the Salida Fire Department Solar Solutions Project

MOTION PASSED

CITIZEN COMMENT—Three (3) Minute Time Limit

Jim Wilson and Adam Martinez spoke during Citizen Comment

PROCLAMATIONS

National Native American Heritage Month

AMPLIFIED SOUND PERMIT

Amplified Sound Permit for the Veterans Day Parade and Ceremony -**Public Hearing**

The Mayor opened the public hearing. Hearing no further comments the Mayor closed the public hearing.

Council Member Fontana moved to approve the Amplified Sound Permit, Seconded by Council Member Critelli.
Voting Yea: Council Member Fontana, Council Member Naccarato, Council Member Critelli, Council Member Stephens, Council Member Pappenfort, Council Member Martin

MOTION PASSED

UNFINISHED BUSINESS / ACTION ITEMS

NEW BUSINESS / ACTION ITEMS

Resolution 2024-67 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, AMENDING ITS EMPLOYMENT AGREEMENT WITH CITY CLERK KRISTI JEFFERSON

Council Member Pappenfort moved to approve Resolution 2024-67, Seconded by Council Member Naccarato.
Voting Yea: Council Member Fontana, Council Member Naccarato, Council Member Critelli, Council Member Stephens, Council Member Pappenfort, Council Member Martin

MOTION PASSED

Resolution 2024-68 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING CITIZEN APPOINTMENTS TO THE PLANNING COMMISSION PURSUANT TO SECTION 2-7-10 OF THE SALIDA MUNICIPAL CODE.

Council Member Critelli moved to approve Resolution 2024-68, Seconded by Council Member Pappenfort.
Voting Yea: Council Member Fontana, Council Member Naccarato, Council Member Critelli, Council Member Stephens, Council Member Pappenfort, Council Member Martin

MOTION PASSED

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Council Reports

Critelli, Fontana, Naccarato, Martin, Pappenfort, Stephens

Reports were given.

Mayor Report

Report was given.

Treasurer Report

Attorney Report

Department Updates

ADJOURN

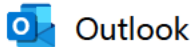
Meeting Adjourned at 6:34 pm

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.



City Clerk | Deputy City Clerk

Mayor Dan Shore



Re: A-Church Special Event application

From Marissa Hansen <marissakh37@gmail.com>

Date Fri 11/1/2024 3:48 PM

To Kristi Jefferson <kristi.jefferson@cityofsalida.com>

Hello Kristi,

I apologize for not providing an explanation of the request. Hopefully this helps;
On December 1st and 8th the non profit of Sventastik Productions Inc. is throwing our 6th annual Candy Cane Cordial. This event is to benefit the Ryan Hansen Memorial Scholarship fund which helps low income individuals and families participate in the performing arts in our community! This year we are hosting our event at A Church and we decided that we would like to serve alcoholic beverages in hopes that it will provide more income to our cause. We would like to serve beer, wine, specialty shots and specialty cocktails so we have applied for the Malt, Vinous, and spirituous liquor license.

I apologize if this isn't what you require for our application, I haven't applied for a Special Events License before so I'm still trying to figure it all out.

Thank you so much for your patience,

Marissa Anderson
Sventastik Productions Inc.
719-221-9151

On Nov 1, 2024, at 3:49 PM, Kristi Jefferson <kristi.jefferson@cityofsalida.com> wrote:

Hi Marissa,

I received the application for special events at AChurch on December 1st and December 8th but I did not receive a letter explaining the request. Will you please provide a short summary of the requests please?

I have the request going to the City Council on November 19th and will post the liquor poster onsite on November 7th.

<Outlook-2ll4ttns.png>

Application for a Special Events Permit

Departmental Use Only

Item 3.

In order to qualify for a Special Events Permit, You Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> Social | <input type="checkbox"/> Athletic | <input type="checkbox"/> Philanthropic Institution |
| <input type="checkbox"/> Fraternal | <input type="checkbox"/> Chartered Branch, Lodge or Chapter | <input type="checkbox"/> Political Candidate |
| <input type="checkbox"/> Patriotic | <input type="checkbox"/> National Organization or Society | <input type="checkbox"/> Municipality Owned Arts Facilities |
| <input type="checkbox"/> Political | <input type="checkbox"/> Religious Institution | |

LIAB	Type of Special Event Applicant is Applying for:	DO NOT WRITE IN THIS SPACE
2110	<input checked="" type="checkbox"/> Malt, Vinous And Spirituous Liquor \$25.00 Per Day	Liquor Permit Number
2170	<input type="checkbox"/> Fermented Malt Beverage \$10.00 Per Day	

1. Name of Applicant Organization or Political Candidate	State Sales Tax Number (Required)
A Church	

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP)	3. Address of Place to Have Special Event (include street, city/town and ZIP)
419 D Street Salida, CO 81201	419 D Street Salida, CO 81201

4. Authorized Representative of Qualifying Organization or Political Candidate	Date of Birth	Phone Number
Sheree Beddingfield		

Authorized Representative's Mailing Address (if different than address provided in Question 2.)

5. Event Manager	Date of Birth	Phone Number
Andrea Mossman		

Event Manager Home Address (Street, City, State, ZIP)	Email Address of Event Manager

6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year?	7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes How many days? _____	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes License Number _____

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed?
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

List Below the Exact Date(s) for Which Application is Being Made for Permit									
Date	December 1st	Date	December 8th	Date		Date		Date	
Hours	From 3:00p.m.	Hours	From 4:30p.m.	Hours	From	Hours	From	Hours	From
	To 10:00p.m.		To 10:00p.m.		To		To		To
Date		Date		Date		Date		Date	
Hours	From	Hours	From	Hours	From	Hours	From	Hours	From
	To		To		To		To		To
Date		Date		Date		Date		Date	
Hours	From	Hours	From	Hours	From	Hours	From	Hours	From
	To		To		To		To		To

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

Signature	Title	Date
Marissa K.R. Anderson	Mrs.	10/30/24

Report and Approval of Local Licensing Authority (City or County)
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.
THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County)	<input type="checkbox"/> City <input type="checkbox"/> County	Telephone Number of City/County Clerk
Signature	Title	Date

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY			
Liability Information			
License Account Number	Liability Date	State	Total
		-750 (999)	\$

Application Information and Checklist

The following supporting documents must be attached to this application for a permit to be issued:

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

- ☒ Application must first be submitted to the Local Licensing Authority (city or county) at least thirty (30) days prior to the event.
- ☒ Public notice of the proposed event and procedure for protesting issuance of the permit shall be conspicuously posted at the proposed location for at least (10) days before approval of the permit by Local Licensing Authority. (44-5-106 C.R.S.)
- ☒ State Licensing Authority must be notified of approved applications by Local Licensing Authorities within ten (10) days of approval.
- ☒ Check payable to the Colorado Department Of Revenue

Qualifications for Special Events Permit

(44-5-102 C.R.S.)

A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 4 and 3 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being non profit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the Secretary of State pursuant to Article 45 of Title 1, C.R.S. A Special Event permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.



VALID ONLY FOR THIS ORGANIZATION AT THIS LOCATION

Sventastik Productions Inc.
A Church
419 D Street
Salida, CO 81201

SPECIAL EVENTS PERMIT MALT, VINOUS AND SPIRITUOUS LIQUOR

FROM	Date	Hour		Date	Hour
	12/01/2024	3:00pm to 10:00pm		12/08/2024	4:30pm to 10:00pm

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

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

In testimony whereof, The City Council has hereunto subscribed its name by its officers duly authorized this 19th day of November, 2024.

ATTEST:

The City of Salida

City Clerk/Deputy City Clerk

City Administrator

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

A Church Inc

is a

Nonprofit Corporation

formed or registered on 10/19/2017 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20171780513.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/14/2017 that have been posted, and by documents delivered to this office electronically through 11/15/2017 @ 14:25:46.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 11/15/2017 @ 14:25:46 in accordance with applicable law. This certificate is assigned Confirmation Number 10554429.



A handwritten signature in cursive script, reading "Wayne W. Williams".

Secretary of State of the State of Colorado

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

Address number posted
minimum 4" w/contrasting
background

Purchase and install Knox
Box. Provide necessary
keys to gain entrance.
Knox Box must be installed by Knox
Box Co. or its authorized agent.

Occupant Load Posted

Approved

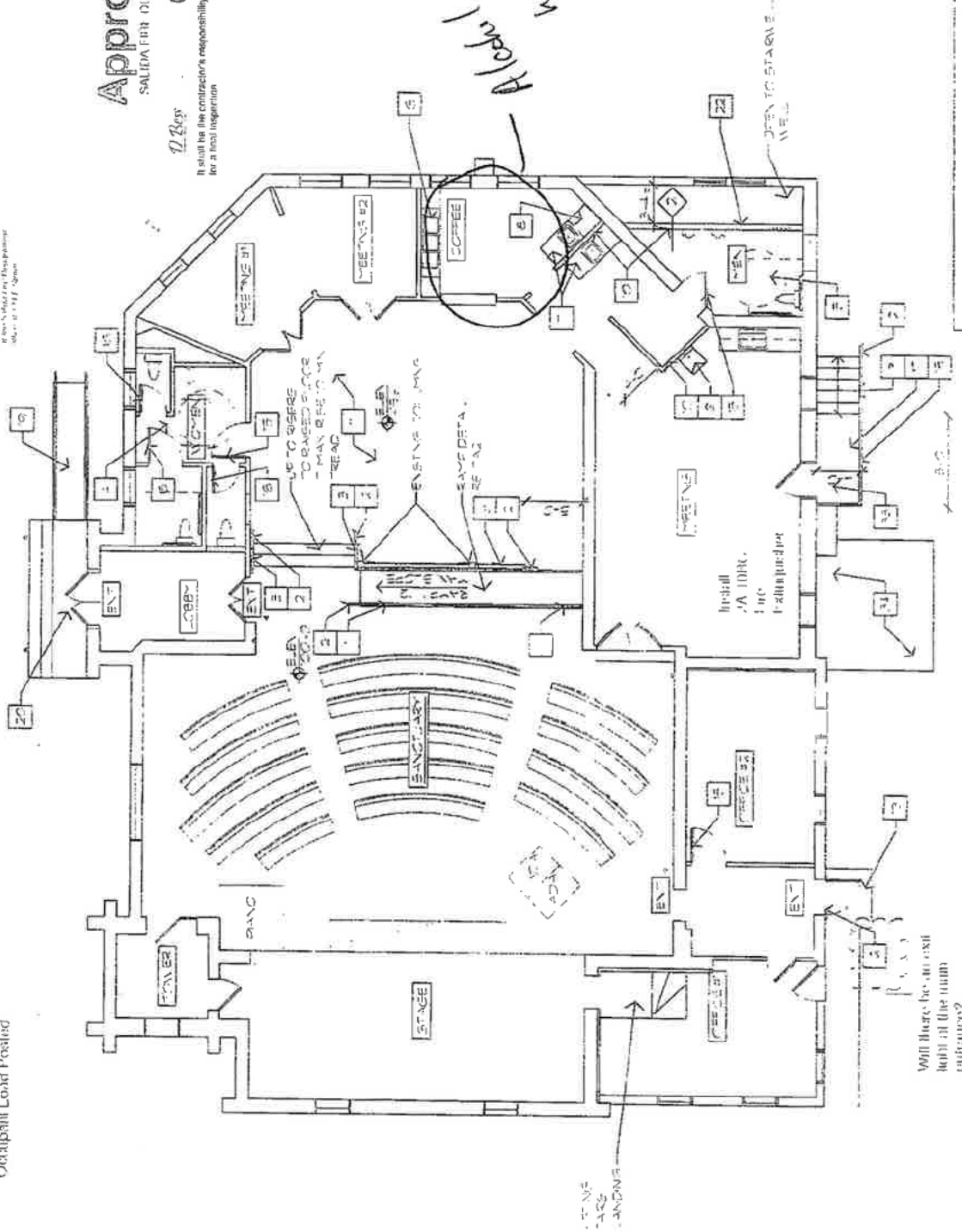
SALIDA FIRE DEPARTMENT

01/26/2018

D. Ray

It shall be the contractor's responsibility to contact the fire department
for a final inspection

Alcohol Served



A CHURCH SPECIAL EVENT AGREEMENT

This Agreement is made effective as of August 22, 2024, by and between A Church and Sventastik Productions % Marissa Anderson (Client).

The Clients represent that they desire to hold a special event at A Church (Venue) on Performance dates December 1st and 8th (date).

With a set up time of 3:00 12/1 & 4:30 12/8.

The event time is from 6:00 p.m. both nights.

and a check out time of 11:00 p.m. on December 8, 2024.

1) VENUE RENTAL FEE(S):

(a) The Venue Rental Fee will be One of the three options for 6 hours of rental time. 1- for 25-50 people \$60 an hour= \$360 minus 15% mini grant TOTAL \$306 2- for 51-100 people \$120 an hour= \$720 minus 15% mini grant TOTAL \$612 3- 20% of all ticket sales. The Clients or Representative for the Client(s), agree to pay an initial nonrefundable deposit of 50% of the venue rental fee upon reservation. This payment serves to hold the venue for the specified date of event or wedding and is payable at the time of contract signature. The balance of the Venue Rental Fee shall be paid 2 weeks prior to the arrival time and date.

(b) A **separate check** of \$125.00 refundable cleaning deposit shall be paid 2 weeks prior to the arrival time and date and will be destroyed or returnable to the client (s) up to fourteen days after the event has been held once property has been inspected for any additional cleaning or potential damage from the event or wedding. Please write a separate check for this.

(c) Payments may be made via cash or check.

(d) If multiple events are planned the cleaning deposit will be held for 6 months then a new check must be issued.

2) DATE CHANGES:

In the event the Client (s) is forced to change the date of the event a \$40 change fee will apply. Every effort will be made by A Church to transfer reservations to support the new date. The Client(s) agrees that in the event of a date change any expenses including but not limited to deposits and fees that are non-refundable and non-transferable are the sole responsibility of the Client(s). The Client(s) further understands that last minute changes can impact the quality of the event and that A Church is not responsible for these compromises in quality.

3) CANCELLATIONS:

All cancellations or reservation changes must be made in writing. We cannot refund any advance payment for a canceled reservation unless the Venue is re-rented for the entire period and prepayment has cleared. We will make every effort to re-book the Venue; however, if it is not re-booked, you forfeit all monies paid. If a cancellation is successfully re-rented, all of the rent, taxes and damage/security deposit will be refunded, less a \$100 cancellation fee.

4) RULES AND REGULATIONS:

The following is a list of rules and regulations to be upheld by Client(s), which includes all EVENTS PLANNERS, WEDDING COORDINATORS, VENDORS, and GUESTS who are involved in the planning and execution of the special event on the premises of A Church.

(a) Parking: All vehicles associated in any way with the event or wedding must be parked within the designated parking area, or along the roadway.

(b) Cleaning: The Venue must be cleaned prior to checkout to include floors, surfaces, furniture and any spills cleaned up and trash taken out. It shall be cleaned to the same condition as it was when the Client(s) checked in. A cleaning list will need to be completed for checkout. There is a **\$250 cleaning fee** that will apply if the venue is not cleaned by the renters.

(c) Surrender of Premises: The Venue must be vacated and surrendered by 11:00 p.m. on the checkout date. If the Client(s) fail to vacate the Venue by that time, they forfeit the security deposit.

5) EVENT ENDING TIMES:

All events must end by 11:00 pm on Friday and Saturday evenings, 10:00 pm on Sunday-Thursday evenings to comply with sound ordinances. The venue must be cleaned and vacated by 11:00 p.m. on the day of checkout.

6) DECORATIONS:

Decorations may not be hung with wire, nails or screws which will damage the premises. Tape and pins can be used for decorations. Any damage must be repaired prior to check out. All decorations must be removed without leaving damages by check out time. Any hanging decorations must be approved by the owners and must be removed by check out time.

Note: The use of birdseed, sparklers, pyrotechnics and blowing bubbles is permitted only outside for wedding and reception farewells. Anything with helium must be anchored and removed by the client.

7) INDEMNIFICATION:

Client(s) agree to indemnify and hold A Church, its officers, representatives, employees, agents and assigns harmless against all claims, causes of action, damages, liability loss or costs including reasonable attorney's fees, of every kind and nature whatsoever, that directly or proximately result from or are caused by any act or omission of the Client(s) or any of its officers, agents, employees, representatives, assigns, guests, patrons or invitees, or by their use or occupation of A Church pursuant to this Agreement.

8) LIQUOR/BEVERAGES/ILLEGAL SUBSTANCES:

All alcohol must be served in compliance with State and local regulations. The Client(s) represent that they have taken all necessary steps and secured any necessary or

required permitting if they are serving any alcoholic beverages at the Venue.

Drunken/Violent disturbances are prohibited and subject to immediate removal from the premise, possible termination of event without refund and forfeiture of some or all of the nuisance deposit.

9) CLEANING DEPOSIT:

A **second check** of \$125.00 cleaning deposit will be returned or destroyed 14 days after the event as long as there is no damage and Venue policies have been followed. If any damages that exceed the amount of the security deposit shall be the responsibility of the person financially responsible for the event. If the venue has not been cleaned, then the charge for cleaning will be deducted from the cleaning deposit. In addition to the cleaning deposit deductions any nuisance disturbance with law enforcement will also be deducted if needed, due to excessive noise or other activities occurring during the term of the special event.

11) MUSIC:

All music must end by 10:00 p.m to comply with sound ordinances.

12) SMOKING: A Church is a non-smoking venue. Smoking will be permitted only in designated areas outside.

14) FAILURE TO COMPLY WITH VENUE POLICIES WILL FORFEIT SECURITY DEPOSIT.

15) COVID protocol will follow CCPH recommendations depending on Chaffee County guidance and outbreaks.

SIGNATURES:

Clients

Signature: Marissa Anderson

Date: August 22nd, 2024

By: Marissa Anderson

A Church Representative

Signature: Andrea Mossman Date: August 22, 2024

By: Andrea Mossman

Checks Can be mailed to;

A Church

419 D Street

Salida, CO 81201

p 303.872.5756 | 2696 South Colorado Blvd, Suite 330
f 303.353.4068 | Denver, CO 80222

dibblecorp.com

November 11, 2024 (Rev 2)

Harriet Alexander Field – Salida Airport
9255 County Rd. 140
Salida, CO 81201

Attention: Mr. Zechariah Papp
Airport Manager

RE: ENGINEERING SERVICES PROPOSAL
Airport Project Task No.: 8
Design Change Order Request No. 1
New Fuel Farm – Bulk Refueling Re-Design

This change order proposal has been prepared in accordance with communication and coordination with the County and ANK over the past several weeks regarding additional design associated with bulk refueling and 480V 3 Phase power. The items in this change order were discussed during initial scoping of this project and intentionally excluded from the proposal dated February 1, 2024, due to budgetary constraints. After the 75% design submittal, ANK has asked to include these items in the final design of the project. The scope of work for this change order includes the following:

Bulk Refueling:

1. The Jet-A system will be provided with an independent 200 gpm “bulk” loading/unloading and recirculation skid.
2. The AVGAS system will be provided with an independent 200 gpm “bulk” loading/unloading and recirculation skid.
3. The new tanks will be provided with a singular truck loading/unloading “sized” containment system to meet EPA 40 CFR Part 112 SPCC regulations.
4. Additional scope details are provided in the attached revised design services proposal. New scope information is shown in red, while scope services that have already been completed on the existing contract are screened back.

Electrical:

1. Utility Coordination to request a new 480V, 400A, 3 Phase, 4 Wire, Metered Utility Service for the Fuel Farm.
2. Design of a three-phase power distribution service entrance section and power distribution system.

Proposals from fueling specialists and electrical subconsultants are included in this proposal. Dibble, as the prime consultant, is proposing to complete the change order scope of work on a Time-and Materials (T&M), Not-to-Exceed (NTE) basis as follows:

COR No. 1 Services:

1. Argus (Fueling Specialists).....	\$42,500.00
2. CR Engineers (Electrical Engineering).....	<u>\$5,600.38</u>
Total.....	\$48,100.38

Transmitted herewith are full subconsultant proposals for your review. If you need additional information or have questions, please do not hesitate to contact us.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jared Bass', with a long horizontal flourish extending to the right.

Jared Bass, P.E.
Vice President – Group Leader

A handwritten signature in blue ink, appearing to read 'John J. Cessar', with a long horizontal flourish extending to the right.

John Cessar, P.E.
Sr. Project Manager

ARGUS CHANGE ORDER

CHANGE ORDER NO:	01	PROJECT NO:	3-08-0049-023- 2023
PROJECT NAME:	ANK Salida Airport New Fuel Farm		
DATE OF ISSUANCE:	10/28/2024	EFFECTIVE DATE:	
OWNER:	Chaffee County, Colorado		
CONTRACT NO.:	1019104.08		
PROJECT MANAGER:	John Cessar - Dibble		

The following is provided to identify a scope change. This work will not be initiated until this form has been signed and returned by the Owner.

Description:

This change order includes design fee to provide additional fuel system scope items as follows:

- The Jet-A system will be provided with an independent 200 gpm “bulk” loading/unloading and recirculation skid.
- The AVGAS system will be provided with an independent 200 gpm “bulk” loading/unloading and recirculation skid.
- The new tanks will be provided with a singular truck loading/unloading “sized” containment system to meet EPA 40 CFR Part 112 SPCC regulations.
- Additional scope details are provided in the attached revised design services proposal. New scope information is shown in red, while scope services that have already been completed on the existing contract are screened back.


Reason for Change Order: Additional Scope of Services per Owner Direction

Attachments: Revised Design Services Proposal

Change in Contract Price	Change in Contract Times
Original Contract Price \$ 120,500	Original Contract Times Substantial Completion: _____ days or dates
Net change from previous Change Orders No. 0 to No. 0 \$ _____	Net change from previous Change Orders No. ____ to No. ____ _____ days
Contract price prior to this Change Order \$ 120,500	Contract times prior to this Change Order Substantial Completion: _____ days or dates
Net increase (decrease) of this Change Order \$ 42,500	Net increase (decrease) of this Change Order _____ days
Contract price with all approved Change Orders \$ 163,000	Contract times with all approved Change Orders Substantial Completion: _____ days or dates

The change described in this Change Order is made a part of the indicated professional services agreement between the Owner and Design Firm. All provisions of the Agreement shall remain in force and affect.

ARGUS APPROVED

By: Seth Newbold
Project Manager
Sign: 
(Signature)
Date: 10/28/2024

CLIENT/OWNER APPROVED

By: _____
Owner (Authorized Signature)
Sign: _____
(Signature)
Date: _____

Item 4.

November 8, 2024

Mr. Jared Bass, PE
Senior Project Manager – Vice President
Dibble Corporation
2696 South Colorado, Suite 585
Denver, CO 80222
Jared.Bass@dibblecorp.com

**RE: Proposal for Professional Engineering Services – CHANGE ORDER 01
Harriet Alexander Field Airport (KANK)
Salida, Colorado
Self-Serve Fuel Station and Storage Facility
Argus Proposal No. 20241014**

Dear Mr. Bass,

We appreciate the opportunity to provide this proposal for professional engineering services for the site conceptual layout, detailed design, and bidding support for a new self-serve fuel station and storage facility at Harriet Alexander Field Airport (KANK) to better serve the aviation community and airport tenants of Salida, Colorado. At Argus, we strive to be recognized as the trusted leader in the planning, engineering, and management of fuel handling systems. With over 30 years of experience in aviation fuel systems across the country and specialized expertise in civil, mechanical, electrical, controls, and environmental engineering, we can certainly add value to the future project.

For this project, we would site adapt our General Aviation Fueling System Standards along with any specific airport and local jurisdiction requirements that apply. Argus Consulting initially developed our General Aviation Fueling Standards for TXDOT Aviation Division in 2010. Since that time, we have continued to develop and modernize these standards and applied them to dozens of general aviation facilities nationwide.

This proposal is based upon our current understanding of the project and can be revised following further discussion or after the kickoff meeting. For the purpose of this proposal Argus will be referred to as the “Engineer”, the Airport will be referred to as the “Owner,” and Dibble will be referred to as the “Client.” It has been assumed that the project will be primarily controlled by the Client, the Client is contracted with the Owner, Argus will be directly contracted with the Client, and all communication will follow that protocol.

OVERALL SCOPE OF THE PROJECT

We understand the Owner is interested in providing a new fuel facility to replace their existing system. The following represents our understanding of the project scope.

- A. The new facility will include aboveground, double wall fuel storage tanks (UL-2085) with self-service over-wing fuel dispensing skid. The tanks will be piped aboveground to the dispensing skid. It is anticipated that two 12,000-gallon storage tanks will be included at the facility, one designated for Jet-A and one for AVGAS 100LL.
- B. The new tanks will be configured to allow the transport delivery truck to deliver fill directly into the tanks.



Typical Aboveground Storage Tanks



Typical Combined Fuel Dispensing Skid

- C. The fuel dispensing skid will be comprised of a 30gpm over-wing dispenser with credit card reader for pilots to purchase fuel 24 hours a day. The dispensing skid will be designed for ease for pilots, airport staff, and fuel delivery personnel alike. Provisions will be provided to allow for the use of a single point style nozzle (and associated equipment, i.e. deadman, quick disconnect adapters, etc.) when required for under-wing loading aircraft. The skid will be based upon Engineer standard design, and Owner preferences for the point-of-sale system.
- D. The Jet-A system will be provided with an independent 200 gpm “bulk” loading/unloading and recirculation skid. At a minimum the skid will include a pump, filtration, static relaxation chamber, meter, flow computer, overfill prevention and grounding verification, loading hoses, control valve and other associated mechanical equipment. This skid will be used to offload transport delivery trucks, re-circulate fuel within the system to filter the fuel if desired, and to load refueler trucks.
- E. The AVGAS system will be provided with an independent 200 gpm “bulk” loading/unloading and recirculation skid. At a minimum the skid will include a pump, filtration, static relaxation chamber, meter, flow computer, overfill prevention and grounding verification, loading hoses, control valve and other associated mechanical equipment. This skid will be used to offload transport delivery trucks, re-circulate fuel within the system to filter the fuel if desired, and to load refueler trucks.
- F. All piping and infrastructure are anticipated to be designed and installed aboveground to reduce the need for secondary containment and/or a cathodic protection system.
- G. The new tanks and dispensing skid will be placed on a curbed concrete containment pad which will provide for general containment of the piping and dispensing equipment as required by the EPA 40 CFR Part 112 SPCC regulations. The tanks themselves will be double walled, which provides for stand-alone secondary containment.

- H. The new tanks will be provided with a singular truck loading/unloading “sized” containment system to meet EPA 40 CFR Part 112 SPCC regulations. This will include a “drive-in” curbed containment pad, remote containment basin for impounding, underground containment piping and pump out capabilities. The truck position will be sized for both over-the-road (OTR) delivery trucks and the airports existing refueler trucks (however not used simultaneously). The refueler loading position can also serve as a contained parking position for the truck when not in use.
- I. The self-service fueling skid, bulk loading/offloading skids, and electrical rack will be provided with canopies to protect the equipment and operators from the elements.
- J. Provide electrical power and communications to the new facility equipment. It is assumed that sufficient electrical power is available in the new facility location vicinity, or that the Client will assist in coordination with the Owner to provide a new electrical service as required.
- K. A new Emergency Fuel Shutoff (EFSO) system will be provided that will trip all power to the new fuel system when activated to stop the flow of fuel in an emergency event.
- L. An automatic tank gauging and electronic monitoring system for liquid levels will be incorporated with outputs that can be read from the adjacent electrical rack and at the terminal building via a cloud based monitoring system.
- M. Overhead lighting will be incorporated into the canopy on the dispensing skid as well as additional overhead lighting to provide sufficient lighting of the tank area, unloading, and dispensing operations.
- N. It is assumed that no fire protection is required at the new tank facility and hence, fire protection design is not included other than a skid mounted fire extinguisher.
- O. A survey of the site will be completed by the Client or by other means. The Client is responsible for establishing or providing all property limits, overall property site layout, architectural structures, survey control and benchmarks, etc. The survey shall provide an accurate representation of the facility location as well as collection of the topographic and elevation data. The survey generated background file(s) shall be converted for use in AutoCAD version 2018 or newer and provided to the Engineer. All visual utilities and surface features within the project area will be surveyed. The survey will be conducted and set up on a real world or arbitrary site-specific coordinate and elevation system.
- P. All necessary Geotech reports and information will be provided to the Engineer by the Client.
- Q. The proposed facility location will be finalized during the kick-off meeting and is assumed to be adjacent to the existing GA apron.
- R. It has been assumed that this project will be a stand-alone construction package and will not be combined with any other work, and that the construction drawings will be set up using the Client’s CAD drawing and specification standards. Also, the technical specification will be written and prepared by the Engineer and will cover all equipment and materials required for this project. All front-end documents including the general conditions, special conditions, contract, bid forms, etc. will be prepared by the Client.

SCOPE OF SERVICES

To simplify this project, we propose conducting professional engineering design services in a singular phase, as shown below, incorporated into our fee and described in this section:

1. Design Services Phase

- Project Kick-off – Schematic 15% Design

- Detailed Design – 75% IFR, 100% IFC Deliverables
- **Change Order 01 - Construction/Bid Documents**
- Bidding Support

Project Kick-off/Schematic 15% Layout

After receiving written notice to proceed (NTP) with the Project Kick-off/Schematic Layout task, the Engineer will:

- A. Travel to and participate in a project kick-off meeting with various attendees from the Airport, City, Owner and any other necessary stakeholders. The primary purpose of this trip is to fully understand the scope of the project, familiarize ourselves with the airport, start preliminary discussions regarding the overall design of the system, review available data and to define the project scope, schedule and Owner requirements. The Engineer will prepare a list of key decisions and topics required to advance the fuel facility design. In conjunction with this site visit, general coordination with survey team will be completed if required.
- B. Prepare a preliminary schematic layout plan of the proposed fuel storage and self-service facility for use in sighting the facility and preliminary approval from Authorities Having Jurisdiction (AHJ) including:
 - Owner(s)
 - Fixed based operators
 - Airport staff
 - Fire Marshal
- C. This is to be considered a 15% design package.

Detailed Design

Based on the findings and Owner direction from the previous task and after receiving written notice to proceed (NTP) with the Detailed Design task, the Engineer will:

- A. Prepare construction documents consisting of all drawings (100% complete) and technical specifications. The Engineer shall furnish draft design documents for review. Drawings, specifications will be prepared in conformance with the Client's standards and contract documents will be prepared in conformance with standards provided by the Owner.
- B. The Engineer will provide complete detailed design of the proposed facility for the following disciplines:
 - Civil Engineering (within fuel facility footprint)
 - Electrical Engineering (excluding new utility service or feed to fuel facility)
 - Structural Engineering
 - Communications/Controls Engineering
 - Mechanical Engineering
 - Environmental Engineering
- C. The following represents the proposed drawing and specification list:

<u>Preliminary Drawing List</u>	<u>Primary responsibility</u>
1. COVER SHEET	Client
2. LEGEND AND ABBREVIATIONS	Argus, Client
3. GENERAL NOTES	Argus, Client
4. EXISTING OVERALL SITE PLAN	Client
5. OVERALL FUEL SITE PLAN	Argus
6. SITE PARTIAL PLANS	Argus
7. OVERALL GRADING PLAN	Client
8. OVERALL PAVING PLAN	Client

9. CIVIL DETAIL SHEETS (typ. of 3)	Argus, Client
10. CIVIL SIGNAGE	Argus, Client
11. STRUCTURAL FOUNDATION PLAN	Argus
12. STRUCTURAL FOUNDATION SECTIONS AND DETAILS	Argus
13. MECHANICAL LEGEND AND ABBREVIATIONS	Argus
14. MECHANICAL FLOW DIAGRAMS	Argus
15. OVERALL MECHANICAL SITE PLAN	Argus
16. MECHANICAL PARTIAL PLANS	Argus
17. SKID SECTIONS AND ELEVATIONS	Argus
18. TANK SECTIONS AND ELEVATIONS	Argus
19. MECHANICAL DETAIL (typ. of 3)	Argus
20. MECHANICAL SIGNAGE	Argus
21. ELECTRICAL LEGEND AND ABBREVIATIONS	Argus
22. HAZARDOUS AREA PLAN	Argus
23. ELECTRICAL GROUNDING PLAN	Argus
24. OVERALL ELECTRICAL SITE PLAN	Argus, Client
25. ELECTRICAL PARTIAL PLANS	Argus
26. ELECTRICAL DETAILS (typ. of 3)	Argus
27. ELECTRICAL WIRING DIAGRAMS	Argus
28. ELECTRICAL SCHEDULES	Argus

Preliminary Specification List

1. COVER SHEET	Client
2. TABLE OF CONTENTS	Client
3. CERTIFICATION PAGE	Client
4. REQUESTS FOR INTERPRETATION (RFI'S)	Argus
5. SUBMITTAL PROCEDURES	Argus
6. CLOSE-OUT SUBMITTALS	Argus
7. SITE PREPARATION AND EARTHWORK	Argus, Client
8. CAST IN PLACE CONCRETE FOR STRUCTURES	Argus
9. FIELD MOLDED JOINT SEALANTS	Argus, Client
10. FUEL SYSTEM COATINGS	Argus
11. FUEL SYSTEM ABOVEGROUND HORIZONTAL TANK(S)	Argus
12. FUEL SYSTEM SKID(S)	Argus
13. FUEL SYSTEM GENERAL PROVISIONS	Argus
14. FUEL SYSTEM INSTALLATION, TESTING AND FLUSHING	Argus
15. FUEL SYSTEM ELECTRICAL REQUIREMENTS	Argus, Client
16. FUEL SYSTEM CONTROLS	Argus

D. Engineer shall furnish the Construction Documents listed above and will be submitted to the Client and Owner in the following packages:

- 1) Schematic Design (15%)
- 2) Issued for Review (75%)
- 3) Changer Order 01 - Issued for Construction (100%) – Used for bidding and permitting.

- E. Make revisions to the Construction Documents as may be required after review by the Owner following the Issue for Review (75%) submittal. This will be accomplished in a one-time effort to incorporate any and all comments.
- F. Furnish an Engineers Estimate of Probable Cost based on the Drawings and Specifications
- G. Support the Client with fuel facility specific modifications to the existing Spill Prevention, Control and Countermeasures (SPCC) plan.
- H. This is to be considered a 100% design package.

Bidding Support

During the bidding and permitting support task, and after receiving written notice to proceed (NTP) with this task, the Engineer will provide the following services:

- A. Pre-Bid Conference: Participate and support the Client on hosting the pre-bid conference, with the accompaniment of the Owner, Airport personnel, potential contractors, subcontractors, suppliers, etc. For the Engineer this meeting will be conducted virtually.
- B. Bidding and Permitting Support: It has been assumed that the Owner/Client will provide the majority of the bidding services for the project, and the Engineers involvement will be minimal. However, the Engineer will provide the following:
 - a) Review and respond to Contractor's technical questions during the bidding phase.
 - b) Prepare Addendums as deemed necessary to address bidder questions and related design changes. It is anticipated that all questions, changes and comments will be addressed in a single Addendum.
 - c) Review bids from potential contractors, evaluate and provide observations and recommendations on bid award to the Client and Owner.
 - d) For bidding support the Engineer has included 30 hours in the fee, and if this limit is met the Engineer and Owner must enter into negotiations for continuing these services.

DELIVERABLES

The following deliverable will be made for each phase:

Project Kick-off/Schematic Design

- A. Project kick-off meeting discussion topics
- B. Preliminary schematic layout plan
- C. Engineers Estimate of Probable Cost

Detailed Design

- A. Design documents for each submittal package listed in Scope of Services section.
- B. Engineers Estimate of Probable Cost

Bidding Support

- A. Design document addendums, as needed.
- B. Pre-Bid Conference discussion topics

ASSUMPTIONS

The following assumptions have been made with respect to the project and preparation of this proposal:

- A. The actual surveying of the site will be completed by the Client or by other means to allow development of CAD drawings and backgrounds for the project. It is proposed to use AutoCAD 2022 or later for the development of the drawings.
- B. All efforts associated with obtaining final building and fire code permits will be the full responsibility of the Client and/or awarded contractor. Permitting prep/assistance has not been included in this proposal.
- C. Any design associated with civil/paving surrounding the fuel facility footprint, as well as water, sanitary, storm and fire protection utilities are excluded and will be executed by the Client. The design does not include any major utility relocation.
- D. The design of the overall system, tank and skid will be based upon Argus General Aviation Fueling Standards while also adhering to all local and state fire, building, and safety codes.
- E. The designed system will have motive fuel dispensing capabilities only. Connections, pumping, filtration, etc. for bulk loading into refueler trucks or similar vehicles/vessels are not included at this time.
- F. It is assumed the electrical service and transformer size is adequate to provide service to the new facility and in near proximity to the proposed location. Design of new power service from origination to proposed site will be provided by the Client.
- G. It is anticipated that there will be geotechnical data or studies available for the proposed site and that geotechnical services will be provided by others for this project.
- H. The duplication and distribution of the construction contract documents to prospective bidders shall be by the Client or Owner.
- I. The design of the tanks and skids will be based upon the Engineer's standards complying with International Fire Code, NFPA 407, NFPA 30, NEC and state and local municipal building and fire codes. Any Owner driven variations to the Engineer's standards will result in additional fee and schedule. The applicable adopted fire code for this location and project has been identified as the 2021 International Fire Code.
- J. It is assumed that no fire protection is required at the fuel facility beyond the provision of a skid mounted portable fire extinguisher(s).
- K. This scope does not include adding, to the construction documents, any pertinent environmental reporting, sampling, notification, etc. requirements dictated by the state as necessary.
- L. This project will not be phased in any sort or variation, and all work will be constructed in a single sequence by one awarded contractor.
- M. The Client and/or Owner will advertise and obtain bids from potential contractors, prepare bid tabulation sheets, evaluate bids and recommend bid award. These services can be provided by the Engineer, but for this proposal have not been included. A maximum of 30 hours has been included for bid support in the Scope of Services section of this proposal.

N. The total number of meetings/site visits has been estimated in our fee as the following:

1) Project Kick-off/Schematic Layout

- Project Kick-off Meeting – Site Visit
- Preliminary schematic layout plan review - Teleconference

2) Detailed Design

- Issued for Review (75%) Submittal – Owner Comments – Teleconference

3) Bidding Support

- Pre-Bid Conference – Teleconference

Total Trips = 1

- O. Additional site visits, beyond the aforementioned list, at the request of the Owner or Client, will be on a time and materials basis and the Engineer shall be compensated accordingly.
- P. The overall construction budget will be established and communicated, by the Client and/or Owner.
- Q. If available, the Owner will provide any and all as-built information for existing facilities and utilities which may be affected by this project.
- R. All front-end documents including the contract, general conditions, special conditions, bid forms, etc. will be prepared and are fully responsible by the Client and/or Owner.
- S. Construction support services have not been included in the proposal. This includes compliance submittal review, RFI's, site inspections and construction oversight, commissioning and start-up, training, and as-built drawing preparation. A separate proposal will be created to capture these services.

PROGRAM SCHEDULE

For planning purposes, we offer the following preliminary schedule for the proposed project and will be revised throughout the process.

Project Kick-off/Conceptual Layout/Basis of Design	2 Months
Design Services	3 Months
Changer Order 01 Design	1.5 Months
Bidding	1 Month (estimated)
Construction Admin/Awarding/Contracting/NTP	TBD
Construction Support Services	TBD
Estimated Design and Bidding Phase	8 Months

FEE FOR SERVICES

Based upon the scope of the project and services previously stated, the following represents our fee for these professional services.

- A. To accomplish each task of this project, Argus will provide the professional services stated in this proposal up to a maximum of 8 months from NTP. Assuming a NTP in the first quarter of 2024, all of the conceptual layout/detailed design/bidding services are anticipated to be performed in 2024.
- B. To accomplish this Work, Argus will provide all labor and expenses for the Change Order 01 Design Scope on a Time and Materials (T&M) basis. Should an additional change in scope or services be requested by the Client and/or Owner, the additional services can be provided either on a negotiated lump sum basis, or on a Time and Materials basis.
- C. The following presents our (Argus) fee for the project:

Project Kick-off/Schematic Layout

Labor	\$30,500
Expenses	\$2,500

Detailed Design

Labor	\$81,500
Expenses	\$0

Change Order 01 Design

Labor	\$42,500
Expenses	\$0

Bidding and Permitting Support

Labor	\$6,000
Expenses	\$0

Total	\$163,000
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- D. This proposal is valid for 90 calendar days.

Fuel system planning, design, construction, and management demand a high level of technical expertise due to their vast complexity, hazardous nature, environmental impacts and evolving technology and regulations. We are prepared to commit our experienced technical resources to your project upon your notification of award. Should you have any questions or want to discuss the scope of services in depth, please contact me at (816) 874-8236. We look forward to working with you on this project. Thanks again for the opportunity to provide our proposal for this work.

Sincerely,



Seth Newbold, PE
Project Manager
Direct: 816-874-8255
seth.newbold@argusco.com

ANK New Fuel Farm - Change Order 01 - Detailed Fee Breakdown

Firm	Rate Classification	Role	Rate	Total Hours	Total Fee
Argus	Senior Engineer I, PE	Project Manager	\$ 210.00	32	\$ 6,720.00
Argus	Senior Engineer II, PE	Senior Structural Engineer	\$ 225.00	15	\$ 3,375.00
Argus	Senior Engineer I, PE	Senior Mechanical Engineer	\$ 210.00	15	\$ 3,150.00
Argus	Staff Engineer II, PE	Staff Electrical Engineer	\$ 196.00	20	\$ 3,920.00
Argus	Staff Engineer I, PE	Staff Civil Engineer	\$ 185.00	20	\$ 3,700.00
Argus	Engineer II	Junior Mechanical Engineer	\$ 170.00	40	\$ 6,800.00
Argus	Engineer I	Junior Electrical Engineer	\$ 147.00	40	\$ 5,880.00
Argus	Engineer I	Junior Civil Engineer	\$ 147.00	40	\$ 5,880.00
Argus	Designer II	Mechanical Designer	\$ 151.00	20	\$ 3,020.00
			TOTALS	242	\$ 42,445.00



October 24, 2024

Dibble Engineering
2696 South Colorado Blvd., Suite 330
Denver, Colorado 80222

Attn.: Mr. John Cessar, P.E.

Re: ANK New Fuel Farm
Change Order Proposal for Additional Electrical Design Services
CRE Project No. 24004

Dear Mr. Cessar,

We are pleased to present our design change order proposal for ANK New Fuel Farm below.

The scope of work will include the additional design for the following:

- Utility Coordination to request a new 480V, 400A, 3 Phase, 4 Wire, Metered Utility Service for the Fuel Farm
- Design of a three-phase power distribution service entrance section and power distribution system

Onsite visits for utility coordination are excluded from this scope addition.

Fee Proposal: See attached Exhibit B.

This proposal will be valid for the next ninety (90) days, and we reserve the right to renegotiate it if it has not been accepted within that period. Should conditions of the work change so as to materially affect the level of effort or the time required, then equitable adjustments to fee and schedule will be made. Consultant will notify Client when a changed condition becomes apparent. Failure of Client to provide a timely and equitable adjustment is cause for termination by Consultant.

Please do not hesitate to call if you have any questions.

Sincerely yours,

CR ENGINEERS, INC.

A handwritten signature in blue ink, appearing to read 'Catherine Alcorn'.

Catherine Alcorn, P.E.
President

1.0 Design Fee Proposal Worksheet

Project Name: ANK New Fuel Farm - Change Order for Three Phase Service

Date: 10/24/24

CRE Proposal No.: 24004

	Task Description	Quantity	Project Manager /Engineer	Senior Designer	CADD Designer / Manager	Senior Field Inspector	Project Assistant	Total Hours
1.1	Meetings							
1.1.1	Kick Off Meeting							
1.1.2	Review Meetings	1	1.0					1.0
1.2	Contract Documents							
1.2.1	Electrical Drawing(s)		3.0	8.0	12.0	4.0		27.0
1.2.2	Utility Coordination		1.0	2.0				3.0
1.2.3	Cost Estimate / Quantities		1.0			4.0		5.0
1.2.4	75% Submittal		2.0					2.0
1.2.5	100% Submittal		1.0		1.0			2.0
1.2.6	Client Coordination		1.0		1.0			2.0
1.0	Totals		10.0	10.0	14.0	8.0	0.0	42.0

Overhead Rate 150 %

Profit Margin 10 %

	Labor Rates Per Hour:		\$74.50	\$43.75	\$35.40	\$44.80	\$25.40	
	Direct Labor:		\$745.00	\$437.50	\$495.60	\$358.40	\$0.00	
	Overhead:		\$1,117.50	\$656.25	\$743.40	\$537.60	\$0.00	
	Overhead + Direct Lab:		\$1,862.50	\$1,093.75	\$1,239.00	\$896.00	\$0.00	
	(OH + Direct) x Profit:		\$186.25	\$109.38	\$123.90	\$89.60	\$0.00	
1.0	Total Fees		\$2,048.75	\$1,203.13	\$1,362.90	\$985.60	\$0.00	\$5,600.38



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Police	Russ Johnson - Police Chief	November 13, 2024

AGENDA ITEM

Submittal of DOLA Energy/Mineral Assistance Fund Grant.

BACKGROUND

The Department of Local Affairs, through their Energy and Mineral Impact Assistance Program, is accepting applications through December 1, 2024 for community infrastructure projects. The City is applying for the grant to help to offset the costs of remodeling the building purchased earlier this year, to relocate the Police Department. If awarded, this grant will allow us to begin the renovations and move the Police Department into a facility that meets the needs of our growing community.

FISCAL NOTE

The City is requesting \$1,000,000. Per DOLA policy, the purchase of the building can be used as matching funds for this program. The total cost of renovations will be known in early December.

RECOMMENDATION

The Grant requires a match which we have already met by purchasing the building. Staff recommends approval of this grant application.

MOTION

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



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Kristi Jefferson - City Clerk	November 19, 2024

ITEM

New Tavern Liquor License request for Lucky Penny Group, LLC dba Liberty Hall at 136 Old Stage Road, Unit 1-A.

BACKGROUND

A new Colorado Tavern Liquor License application was submitted by Sara Walsh, on behalf of Lucky Penny Group, LLC on April 9, 2024 The Notice of Public Hearing was published on October 15, 2024 and the premises was posted on November 7, 2024.

All proper fees have been remitted to the City and State of Colorado.

A Tavern license differs from a Hotel and Restaurant license as the establishment shall have sandwiches and light snacks available for consumption on the premises during business hours, but need not have meals available for consumption, like a Hotel and Restaurant license.

The Fire and Police inspections will be scheduled if the new Tavern Liquor License is approved.

STAFF RECOMMENDATION

Staff recommends that the Liquor Licensing Authority approve a new Tavern Liquor License request for Lucky Penny Group, LLC dba Liberty Hall at 136 Old Stage Road, Unit 1-A.

SUGGESTED MOTION

Following a public hearing on the matter, a Liquor Authority member should state "I move to _____ a new Tavern Liquor License request for Lucky Penny Group, LLC dba Liberty Hall at 136 Old Stage Road, Unit 1-A." followed by a second and roll call vote.

**PUBLIC NOTICE
PURSUANT TO THE LIQUOR LAWS
OF COLORADO**

Pursuant to the Liquor Laws of the State of Colorado, Lucky Penny Group, LLC dba Liberty Hall, has requested the Local Licensing Authority of the City of Salida, Colorado grant a Tavern (City) liquor license to sell malt, vinous and spirituous liquors for consumption on premises at 136 Old Stage Road Unit 1-A, Salida, CO 81201. A hearing on the application, received August 11, 2024, will be held before the Local Licensing Authority of the City of Salida, Colorado at the hour of 6:00 p.m., or as soon thereafter as may be heard, on Tuesday, November 19, 2024. At said time and place, any interested persons may appear to be heard for or against the granting of said license.

LOCAL LICENSING AUTHORITY

Kristi Jefferson, City Clerk

Published in The Mountain Mail October 15, 2024

NOTICE

PURSUANT TO THE LIQUOR LAWS OF COLORADO

Lucky Penny Group, LLC - dba Liberty Hall

136 Old Stage Road, Unit 1-A

Salida, CO 81201

**HAS REQUESTED THE LICENSING
OFFICIALS OF** City of Salida

TO Approve a new Tavern Liquor License

LICENSE AT: 136 Old Stage Road, Unit 1-A, Salida CO 81201

HEARING ON APPLICATION TO BE HELD AT:

City Council Chambers

448 E First Street, Ste. 119, Salida, CO 81201

TIME AND DATE: November 19, 2024

DATE OF APPLICATION: August 11, 20²⁴

BY ORDER OF: City of Salida

OFFICERS: Sara Walsh, Joseph, Walsh, Emmie Hayes and Thomas Hayes



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

Colorado Liquor Retail License Application

* Note that the Division will not accept cash ☒ Paid by Check Date Uploaded to MoveIt

☐ Paid Online

September 9, 2024

☐ New License ☒ New-Concurrent ☐ Transfer of Ownership ☐ State Property Only ☐ Master file

- All answers must be printed in black ink or typewritten
- Applicant must check the appropriate box(es)
- Applicant should obtain a copy of the Colorado Liquor and Beer Code: [SBG.Colorado.gov/Liquor](https://www.sbg.colorado.gov/Liquor)

Applicant is applying as a/an ☐ Individual ☒ Limited Liability Company ☐ Association or Other
☐ Corporation ☐ Partnership (includes Limited Liability and Husband and Wife Partnerships)

Applicant Name If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation

Lucky Penny Group LLC

FEIN Number

93-4242843

State Sales Tax Number

96364099

Trade Name of Establishment (DBA)

Liberty Hall

Business Telephone

602-499-1659

Address of Premises (specify exact location of premises, include suite/unit numbers)

136 Old Stage Rd Unit 1-A

City

Salida

County

Chaffee

State

CO

ZIP Code

81201

Mailing Address (Number and Street)

110 River Ridge Ln

City or Town

Salida

State

CO

ZIP Code

81201

Email Address

If the premises currently has a liquor or beer license, you **must** answer the following questions.

Present Trade Name of Establishment (DBA)

N/A

Present State License Number

N/A

Present Class of License

N/A

Present Expiration Date

N/A

1. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?..... ☐ Yes ☒ No
2. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):
- a. Been denied an alcohol beverage license?..... ☐ Yes ☒ No
- b. Had an alcohol beverage license suspended or revoked?..... ☐ Yes ☒ No
- c. Had interest in another entity that had an alcohol beverage license suspended or revoked?..... ☐ Yes ☒ No

If you answered yes to a, b or c above, explain in detail on a separate sheet.

3. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years?..... ☐ Yes ☒ No

If "yes", explain in detail.

4. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?..... ☐ Yes ☒ No

or

Waiver by local ordinance? ☐ Yes ☒ No

Other N/A

5. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? **NOTE:** The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS..... ☐ Yes ☒ No

6. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? **NOTE:** The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.....N/A..... ☐ Yes ☒ No

For additional Retail Liquor Store only. N/A

- a. Was your Retail Liquor Store License issued on or before January 1, 2016?.... ☐ Yes ☒ No
- b. Are you a Colorado resident?..... ☒ Yes ☐ No
7. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any **current** financial interest in said business including any loans to or from a licensee..... ☐ Yes ☒ No
8. Does the applicant, as listed on line 2 of this application, **have legal possession of the premises by ownership**, lease or other arrangement?..... ☒ Yes ☐ No

☒ Ownership ☐ Lease ☐ Other (Explain in detail)

See Exhibit B

- a. If leased, list name of landlord and tenant, and date of expiration, **exactly** as they appear on the lease:

Landlord	Tenant	Expires

- b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question on page 9..... ☐ Yes ☒ No
- c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8½" X 11".

See attached as Exhibit A

9. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.

Last Name		First Name	
<div></div>		<div></div>	
Date of Birth (MM/DD/YY)	FEIN or SSN Number	Interest/Percentage	
N/A	N/A	0%	
Last Name		First Name	
<div></div>		<div></div>	
Date of Birth (MM/DD/YY)	FEIN or SSN Number	Interest/Percentage	
<div></div>	<div></div>	<div></div>	
Last Name		First Name	
<div></div>		<div></div>	
Date of Birth (MM/DD/YY)	FEIN or SSN Number	Interest/Percentage	
<div></div>	<div></div>	<div></div>	

Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation. See Attached as Exhibit G

10. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: N/A
 Has a local ordinance or resolution authorizing optional premises been adopted?... ☐ Yes ☒ No

Number of additional Optional Premise areas requested. (See license fee chart)

For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.

11. Liquor Licensed Drugstore (LLDS) applicants, answer the following: N/A

a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise?..... ☐ Yes ☒ No

If "yes" a copy of license must be attached.

12. Club Liquor License applicants answer the following: Attach a copy of applicable documentation

- a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?..... ☐ Yes ☒ No
- b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?..... ☐ Yes ☒ No

c. How long has the club been incorporated?.....

N/A

- d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?..... ☐ Yes ☒ No

13. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following: N/A

- a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)..... ☐ Yes ☒ No

14. Campus Liquor Complex applicants answer the following: N/A

- a. Is the applicant an institution of higher education?..... ☐ Yes ☒ No
- b. Is the applicant a person who contracts with the institution of higher education to provide food services?..... ☐ Yes ☒ No

If "yes" please provide a copy of the contract with the institution of higher education to provide food services.

15. For all on-premises applicants.

- a. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.

Last Name of Manager

Hayes

First Name of Manager

Thomas

- 16. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.**..... ☐ Yes ☒ No

Name

Type of License

Account Number

17. Related Facility - Campus Liquor Complex applicants answer the following: N/A

- a.** Is the related facility located within the boundaries of the Campus Liquor Complex?..... ☐ Yes ☒ No

If yes, please provide a map of the geographical location within the Campus Liquor Complex.

If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.

- b.** Designated Manager for Related Facility - Campus Liquor Complex

Last Name of Manager

N/A

First Name of Manager

18. Tax Information.

- a.** Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?..... ☐ Yes ☒ No
- b.** Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?..... ☐ Yes ☒ No

If applicant is a corporation, partnership, association or limited liability company, applicant must list **Officers, Directors, General Partners, and Managing Members**. In addition, applicant must list any stockholders, partners, or members with **ownership of 10% or more in the applicant**. **All persons listed below** must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.

Name			Date of Birth (MM/DD/YY)	
Sara Walsh				
Street Address				
City	State	ZIP Code	Position	%Owned
Salida	CO	81021	Managing Member	30%
Name			Date of Birth (MM/DD/YY)	
Joseph Walsh				
Street Address				
City	State	ZIP Code	Position	%Owned
Salida	CO	81201	Member	20%
Name			Date of Birth (MM/DD/YY)	
Emmie Hayes				
Street Address				
City	State	ZIP Code	Position	%Owned
Salida	CO	81201	Managing Member	30%
Name			Date of Birth (MM/DD/YY)	
Thomas Hayes				
Street Address				
City	State	ZIP Code	Position	%Owned
Salida	CO	81201	Member	20%
Name			Date of Birth (MM/DD/YY)	
Street Address				
City	State	ZIP Code	Position	%Owned

** If applicant is owned 100% by a parent company, please list the designated principal officer on above.

** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)

** If total ownership percentage disclosed here does not total 100%, applicant must check this box:

☒ Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

Oath Of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer and Wine Code which affect my license.

Printed Name

Sara Walsh

Title

Managing Member

Authorized Signature

Sara Walsh

Date (MM/DD/YY)

08/11/24

Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority

08/13/2024

Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)

[REDACTED]

For Transfer Applications Only - Is the license being transferred valid?..... ☐ Yes ☐ No

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:

☒ Fingerprinted

☒ Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license

(Check One)

☐ Date of inspection or anticipated date

[REDACTED]

☒ Will conduct inspection upon approval of state licensing authority

- ☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000? N/A
☐ Yes ☒ No
- ☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000? N/A
☐ Yes ☒ No

NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.

- ☐ Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period? N/A
☐ Yes ☒ No

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority for

Telephone Number

☐ Town, City☐ County

Printed Name

Title

Signature

Date (MM/DD/YY)

Printed Name

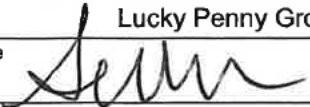
Title

Signature

Date (MM/DD/YY)

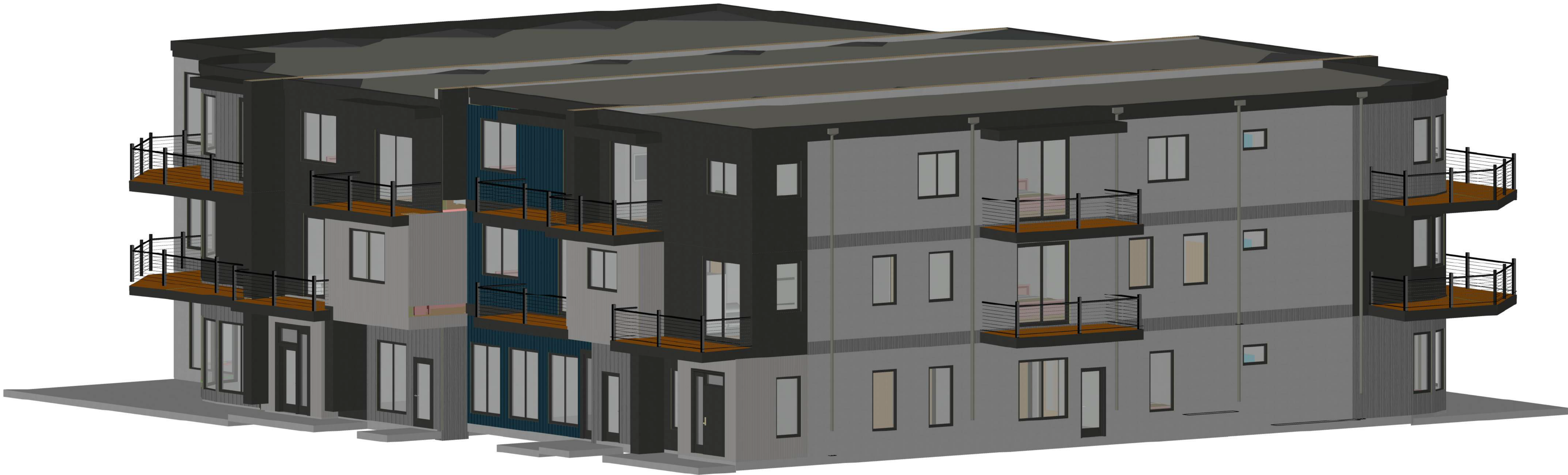
Fees Due	
Initial Application Fee	\$11.00
Renewal Fee	\$11.00

Takeout and Delivery Permit Application & Renewal (On-Premises Applicants Only)

<input checked="" type="checkbox"/> Initial Application			<input type="checkbox"/> Renewal		
Corporate Business Name Lucky Penny Group LLC		Trade Name (DBA) Liberty Hall		Liquor License Number	
Physical Address of Premises 136 Old Stage Rd				Suite/Unit Number 1-A	
City Salida		County Chaffee	State CO	ZIP Code 81201	
Mailing Address (if different than Physical Address) 110 River Ridge Ln				Suite/Unit Number	
City Salida			State CO	ZIP Code 81201	
Business Phone Number 602-499-1659			Business Email Address sarabaris@gmail.com		
1. Are you applying/renewing: <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input checked="" type="checkbox"/> Both Takeout and Delivery					
2. You certify that the delivery of alcohol beverages shall only be made to a person TWENTY-ONE (21) years of age or older at the address specified in the order.				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
3. You certify that the delivery must be made by the licensee or the licensee's employee who is at least TWENTY-ONE (21) years of age and is using a vehicle owned or leased by the licensee to make the delivery.				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
4. You certify that the licensee's employee who delivers the alcohol beverages shall note and log at the time of delivery, the name and date of birth of the person the alcohol beverages are delivered to. Under no circumstances shall a person under TWENTY-ONE (21) years of age be permitted to receive a delivery of alcohol beverages.				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
5. You understand that a licensee must derive no more than FIFTY (50) percent of its gross annual revenues from sales of alcohol beverages that the licensee delivers.				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6. Are you using a third party's ordering software to take orders?				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If you answered "Yes" to question number six (6) above, upload all documents concerning the agreement between the ordering service and the licensee. SEE EXHIBIT F Note - While a third party's ordering software may be used, physical delivery can only be accomplished by the licensee or the licensee's employee using a vehicle owned or leased by the licensee.					
7. Have you verified with your local licensing authority that no local permits are required for takeout and delivery?				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8. Are you the applicant or an authorized agent of the business?				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Name of the applicant or an authorized agent of the business Lucky Penny Group LLC			Title of the applicant or an authorized agent of the business Sara Walsh, Managing Member		
Signature 			Date 08/11/24		

Payment (Please submit Payment in one of the following ways):

Via mail with your application P.O. Box 17087 Denver, CO 80217-0087	Via email to: DOR_liqlicensing@state.co.us An email will be sent to you with directions on how to make a payment via our online payment portal.
--	--



PROJECT CONSULTANTS

SARAH F.
WHITTINGTON

ARCHITECTURAL SERVICES

129 1/2 W. 3rd Suite #5
Salida, CO 81201

ph/fax: 719-539-5461
sarah@salidaarchitect.com

LAND & WATER
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PO BOX 194 SALIDA CO 81021 • 505 690 5873

JK Mechanical Design LLC

Mechanical and Plumbing Consulting Engineering Services

P.O. Box 1554 Buena Vista, CO 81211
JKMechanicalDesign@gmail.com
719.966.7570 303.952.0244

Front Range Electrical Engineering

3333 South Wadsworth Boulevard - Suite D210
Lakewood, CO 80227 | Phone: 303.985.0548
www.FREEngineer.com

TIM VRUDNY P.E.

STRUCTURAL ENGINEER

41 HICKORY AVE, NW
MENAHGA, MN 56464
720-926-7056

ALL CHANGES TO THIS PLAN SET, TO ADDRESS THE COMMENTS FROM THE BUILDING DEPARTMENT, ARE SHOWN HIGHLIGHTED IN RED.

NOTE THE FOLLOWING CHANGES HAVE BEEN MADE IN ADDITION AND SHOULD BE TRACKED THROUGH THE ENTIRE PLAN SET INCLUDING THE ENGINEERING:

1) MAIN FLOOR RESIDENTIAL UNIT HAS BEEN ADDED

2) ADDITIONAL HALF BATHS HAVE BEEN ADDED TO EACH UNIT

3) THE MAIN FLOOR RESIDENTIAL UNIT HAS BEEN DESIGNED TO MEET THE SPECIFICATIONS AS A TYPE "A" ACCESSIBLE UNIT

4) ALL UNITS ON THE MIDDLE AND UPPER FLOOR HAVE BEEN REDESIGNED TO MEET THE SPECIFICATIONS AS TYPE "B" ACCESSIBLE UNITS

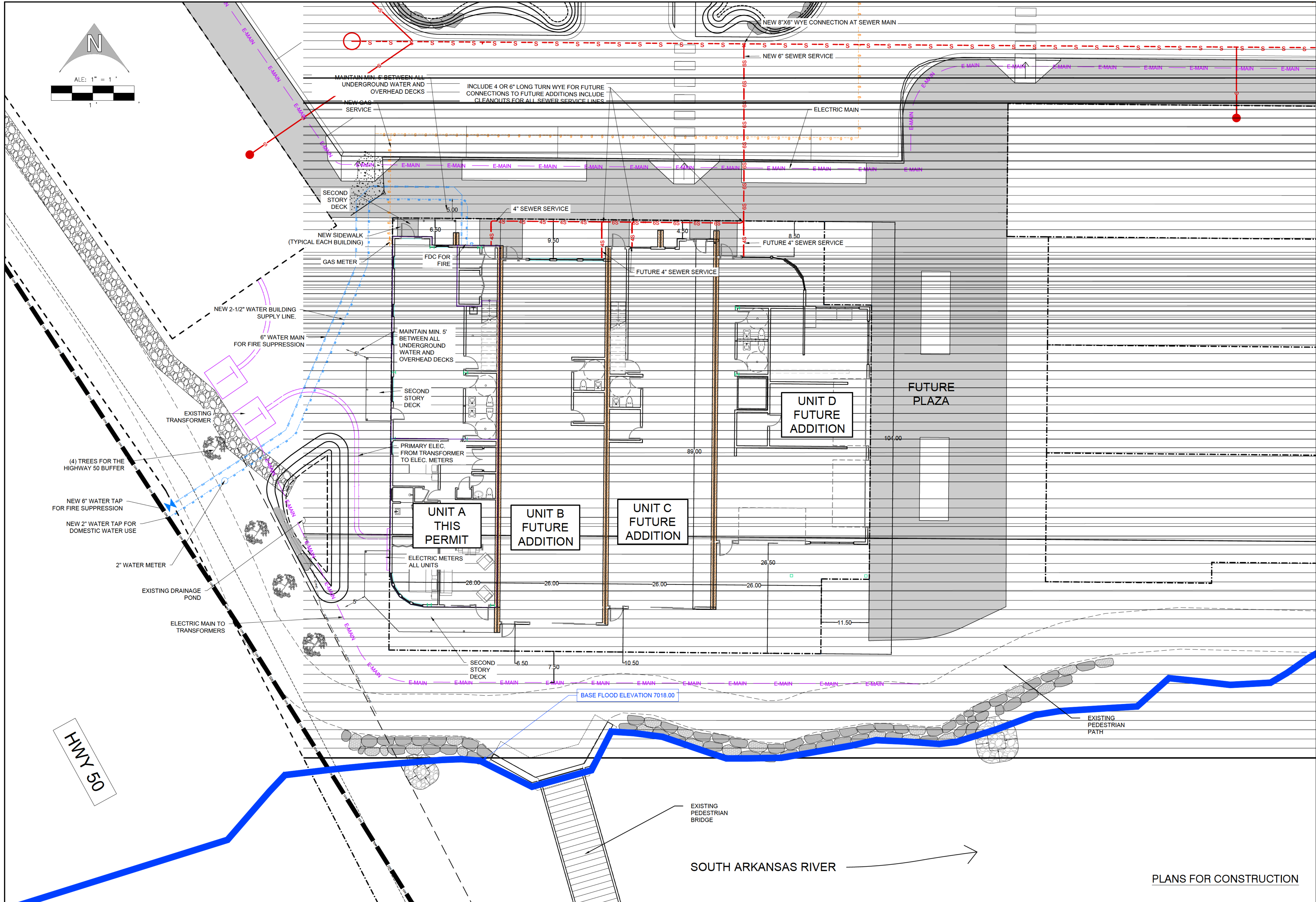
5) SHEET AN.01-AN.04 HAVE BEEN ADDED TO SUMMARIZE THE ACCESSIBLE DESIGN SPECIFICATION FOR EACH UNIT

Sheet Number	Sheet Title
	COVER SHEET
C.01	SITE PLAN
C.02	BUILDING HEIGHT ANALYSIS
A.01	CODE REVIEW NOTES
A.02	CONSTRUCTION NOTES
A.11	MAIN FLOOR PLAN
A.12	MIDDLE FLOOR PLAN
A.13	UPPER FLOOR PLAN
A.14	MAIN FLOOR CEILING PLAN
A.15	MIDDLE FLOOR CEILING PLAN
A.16	UPPER FLOOR CEILING PLAN
AN.01	ACCESSIBILITY NOTES AND LEGEND
AN.02	MAIN FLOOR ACCESSIBILITY
AN.03	MIDDLE FLOOR ACCESSIBILITY
AN.04	UPPER FLOOR ACCESSIBILITY
F.01	FIRE RATED ASSEMBLIES
F.02	MAIN FLOOR FIRE RATING
F.03	MIDDLE FLOOR FIRE RATING
F.04	UPPER FLOOR FIRE RATING
A.21	ELEVATIONS
A.22	ELEVATIONS
A.23	PERSPECTIVES
A.24	PERSPECTIVES
A.31	SECTIONS
A.32	SECTIONS
A.33	SECTIONS
A.34	SECTIONS
S.01	STRUCTURAL NOTES
S.02	FOUNDATION PLAN
S.03	MIDDLE FRAMING PLAN
S.04	UPPER FRAMING PLAN
S.05	ROOF PLAN
S.06	CONSTRUCTION DETAILS
S.07	CONSTRUCTION DETAILS
S.08	CONSTRUCTION DETAILS
S.09	CONSTRUCTION DETAILS
P.01	PLUMBING, LEGEND SCHEDULES & DETAILS
P.02	PLUMBING ISOMETRICS & DETAILS
P.10	UNDERGROUND/FOUNDATION PLUMBING PLAN
P.11	MAIN FLOOR PLUMBING PLAN
P.12	MIDDLE FLOOR PLUMBING PLAN
P.13	UPPER FLOOR PLUMBING PLAN
M.01	MECHANICAL SPECIFICATIONS
M.02	MECHANICAL SCHEDULES
M.11	MAIN FLOOR MECHANICAL PLAN
M.12	MIDDLE FLOOR MECHANICAL PLAN
M.13	UPPER FLOOR MECHANICAL PLAN
E0.0	ONELINE, NOTES, AND SCHEDULES
E0.1	ELECTRICAL SCHEDULES
E1.0	POWER PLAN - MAIN LEVEL
E2.0	ENLARGED UNIT ELECTRICAL PLAN - MIDDLE LEVEL
E2.1	ENLARGED UNIT ELECTRICAL PLAN - UPPER LEVEL
E2.2	ELECTRICAL ACCESSIBILITY DETAILS

THE MAYFLY HATCH

SALIDA, COLORADO

PLANS FOR CONSTRUCTION 3/21/2023



C.01

1" = 10'-0"

3/21/2023

Title:
SITE PLAN

THE MAYFLY HATCH

SALIDA, COLORADO

NOTE: LAND AND WATER CONCEPTS, INC. ASSUMES NO RESPONSIBILITY FOR ANY DAMAGES, INCLUDING STRUCTURAL FAILURES DUE TO ANY DEFICIENCIES, OMISSIONS OR ERRORS BY OTHERS. IN ANY INSTANCES WHERE THE ENGINEER HAS BEEN ADVISED BY THE CLIENT THAT THE SERVICES PERFORMED, IT IS RECOMMENDED THAT YOU CONSULT WITH THE LOCAL BUILDING OFFICIALS AND/OR ENGINEER PRIOR TO THE START OF ACTUAL CONSTRUCTION.

LAND & WATER
CONCEPTS
Home Design • Civil Engineering • Project Management

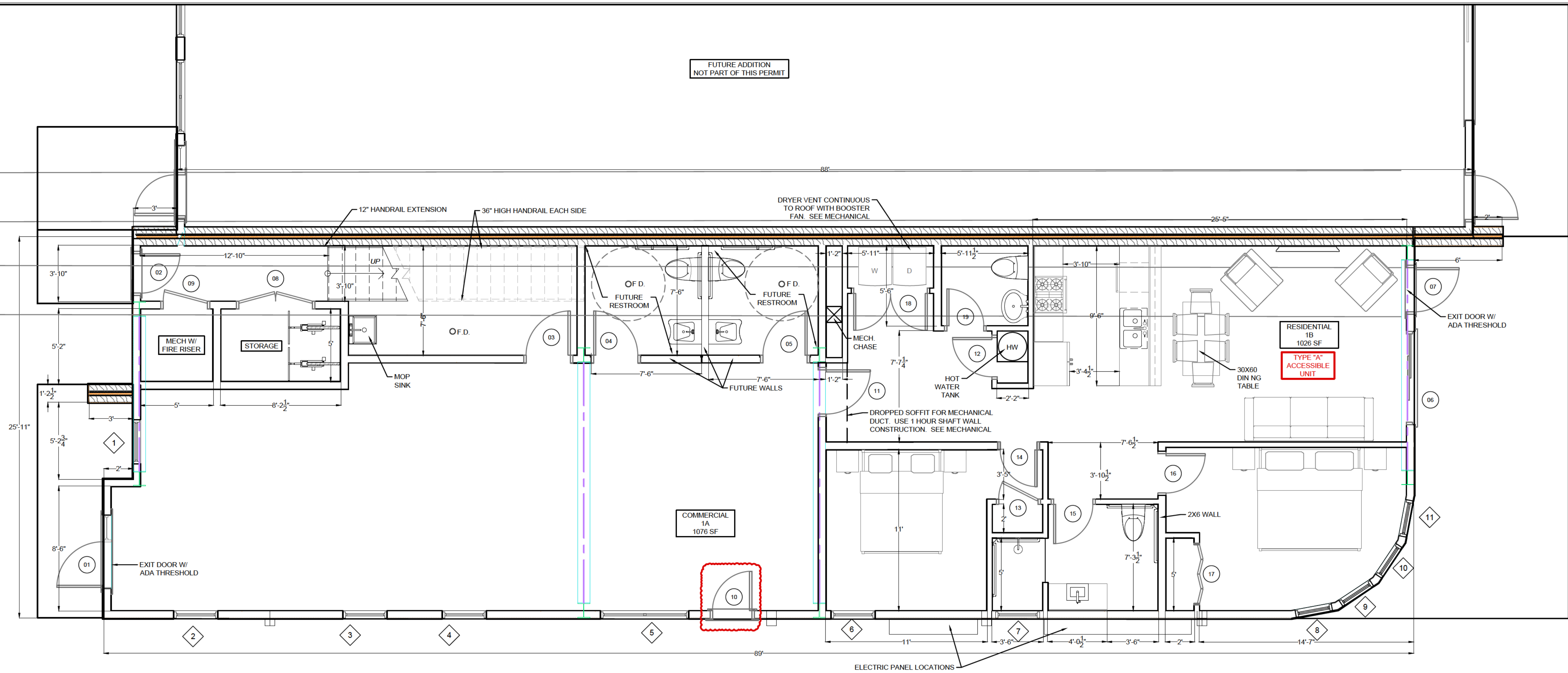


DATE: 3/21/2023
SCALE:
1/4" = 1'-0"
SALIDA,
COLORADO



THE MAYFLY HATCH
MAIN FLOOR PLAN
PLANS FOR CONSTRUCTION

A.11



DOOR AND FRAME SCHEDULE				
MARK	DOOR SIZE		SWING	NOTES
	WD	HGT		
1	5'-0"	8'-0"	LEFT	3'-0" WIDE WITH SIDELIGHT
2	3'-0"	6'-10"	LEFT	---
3	3'-0"	6'-10"	RIGHT	---
4	3'-0"	6'-10"	LEFT	MINIMUM 32" CLEAR OPENING
5	3'-0"	6'-10"	RIGHT	MINIMUM 32" CLEAR OPENING
6	6'-0"	6'-10"	RIGHT	---
7	3'-0"	6'-10"	LEFT	---
8	5'-0"	6'-10"	SLIDER	60 MINUTE FIRE RATED
9	3'-0"	6'-10"	RIGHT	60 MINUTE FIRE RATED
10	3'-0"	6'-10"	RIGHT	45 MIN. FIRE RATED
11	3'-0"	6'-8"	LEFT	---
12	3'-0"	6'-10"	RIGHT	---
13	2'-8"	6'-8"	RIGHT	---
14	2'-6"	6'-8"	LEFT	---
15	2'-8"	6'-8"	RIGHT	---
16	2'-8"	6'-8"	LEFT	---
17	4'-0"	6'-8"	NA	---
18	5'-0"	6'-8"	NA	---
19	2'-6"	6'-8"	LEFT	---

WINDOW SCHEDULE						
MARK	SIZE		Head Height	Sill Height	TYPE	NOTES
	Width	HEIGHT				
1	3'-0"	6'-0"	8'-0"	2'-0"	CASEMENT	---
2	3'-0"	6'-0"	8'-0"	2'-0"	CASEMENT	---
3	3'-0"	6'-0"	8'-0"	2'-0"	CASEMENT	---
4	3'-0"	6'-0"	8'-0"	2'-0"	CASEMENT	---
5	6'-0"	6'-0"	8'-0"	2'-0"	DOUBLE CASEMENT	---
6	3'-0"	6'-0"	8'-0"	2'-0"	CASEMENT	EGRESS
7	3'-0"	2'-0"	8'-0"	6'-0"	AWNING	EGRESS
8	2'-6"	6'-0"	8'-0"	2'-0"	CASEMENT	EGRESS
9	2'-6"	6'-0"	8'-0"	2'-0"	PICTURE	---
10	2'-6"	6'-0"	8'-0"	2'-0"	PICTURE	---
11	2'-6"	6'-0"	8'-0"	2'-0"	CASEMENT	EGRESS

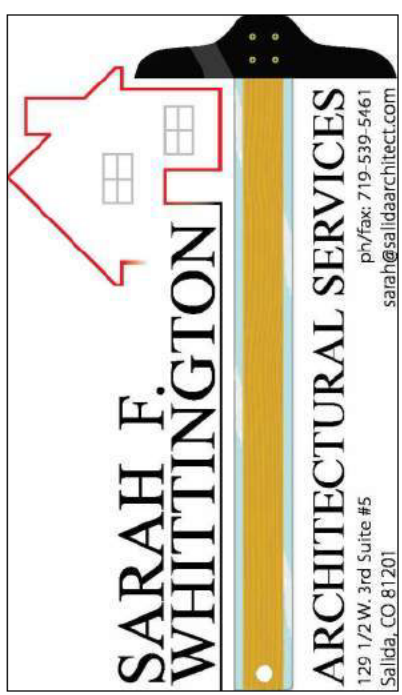
PROVIDE TEMPERED GLAZING AS REQUIRED PER 2015 IBC SECTION 2406 SAFETY GLAZING

NOTES:
1. MAIN FLOOR AREA = 2245 SF
2. SEE SHEETS AN 01 AND AN 02 FOR ACCESS BILITY ELEVATIONS AND NOTES
3. SEE SHEETS F 01 AND F 02 FOR F RE RATING NOTES AND ASSEMBLIES

DATE: 3/21/2023

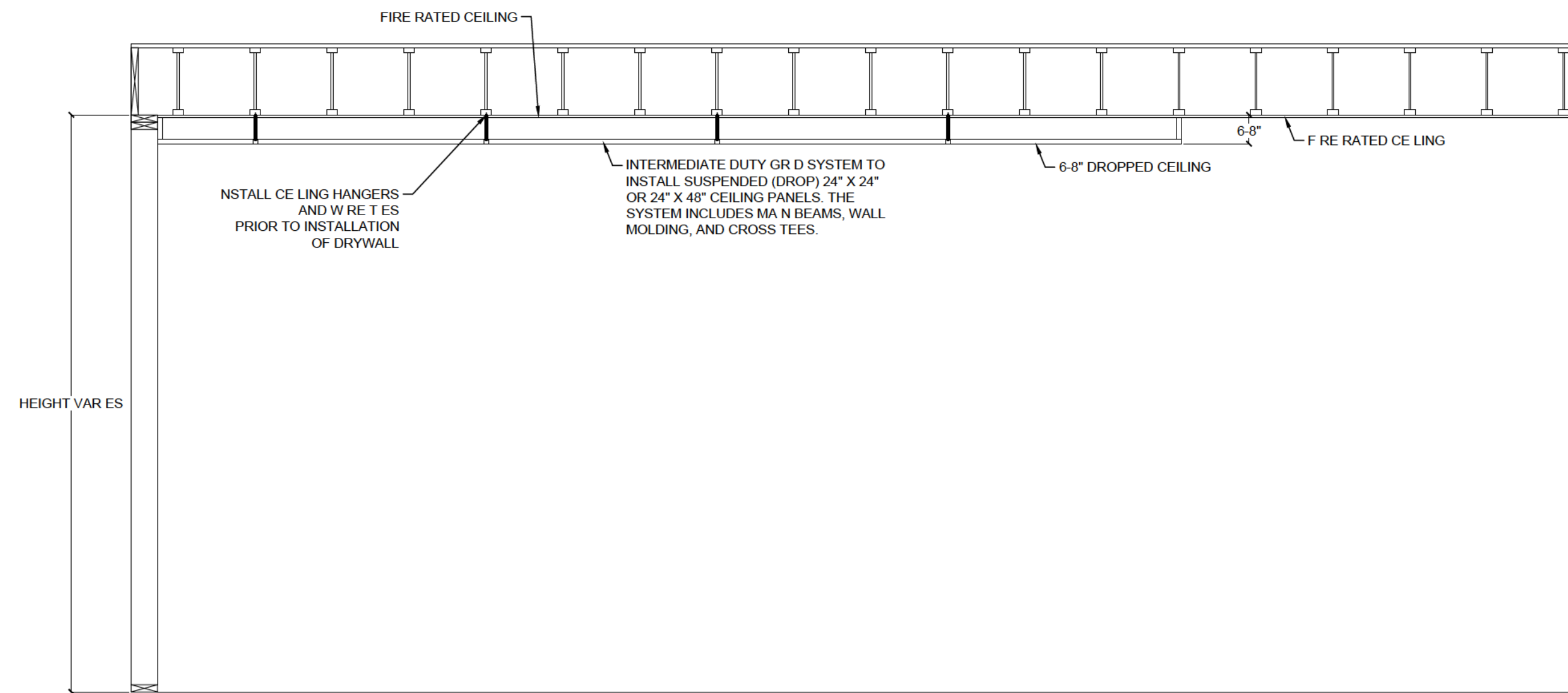
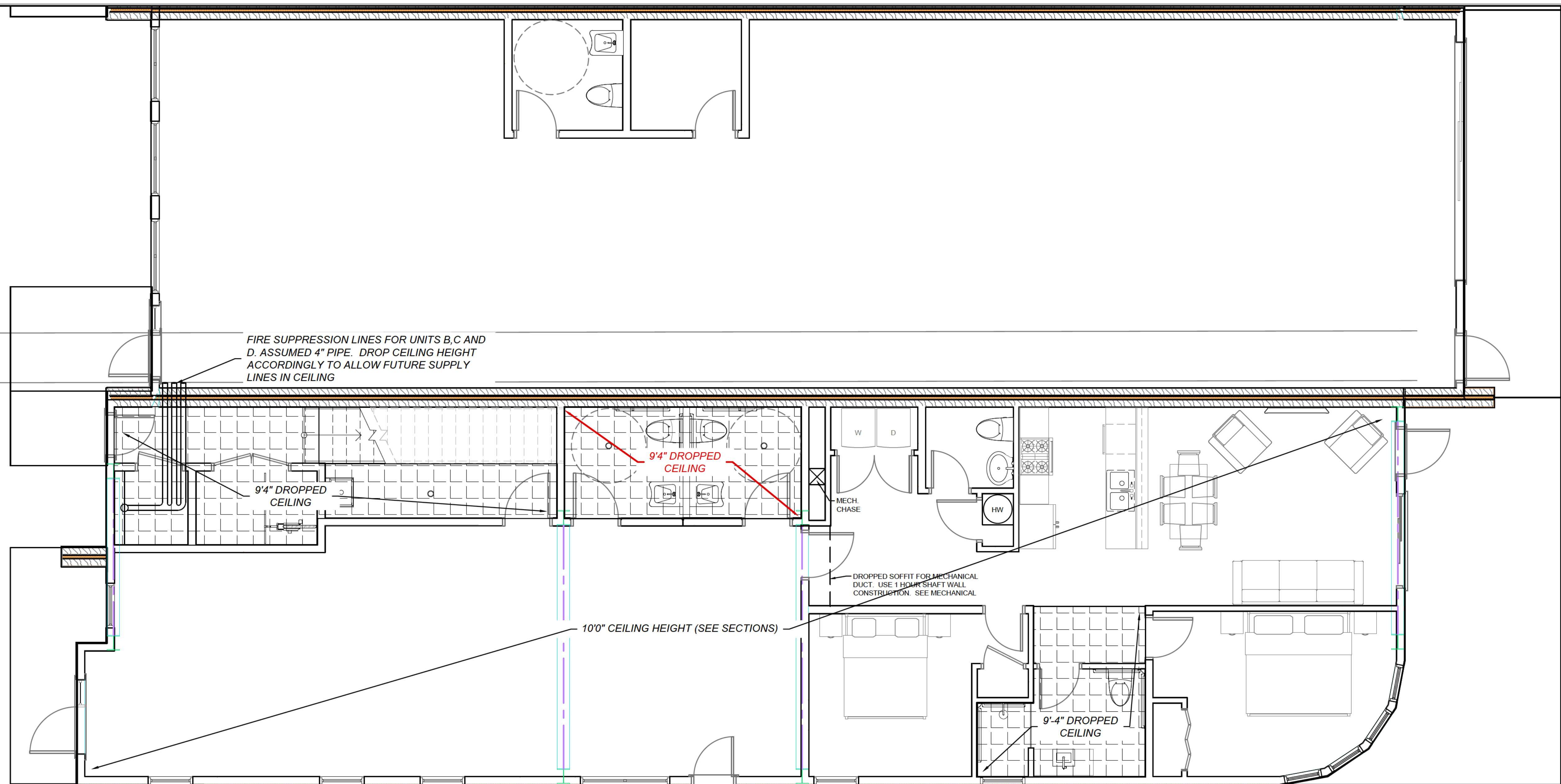
SCALE:
1/4" = 1'-0"

SALIDA,
COLORADO



THE MAYFLY HATCH
MAIN FLOOR CEILING PLAN
PLANS FOR CONSTRUCTION

A.14



DROPPED CEILING DETAIL



Articles of Organization for a Limited Liability Company

filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

The domestic entity name of the limited liability company is Lucky Penny Group LLC

The principal office street address is 110 River Ridge Ln
Salida CO 81201
US

The principal office mailing address is 110 River Ridge Ln
Salida CO 81201
US

The name of the registered agent is Sara Walsh

The registered agent's street address is 110 River Ridge Ln
Salida CO 81201
US

The registered agent's mailing address is 110 River Ridge Ln
Salida CO 81201
US

The person above has agreed to be appointed as the registered agent for this entity.

The management of the limited liability company is vested in Members

There is at least one member of the limited liability company.

Person(s) forming the limited liability company

Sara Walsh
110 River Ridge Ln
Salida CO 81201
US

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., and, if applicable, the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

Name(s) and address(es) of the individual(s) causing the document to be delivered for filing

Sara Walsh
110 River Ridge Ln
Salida CO 81201
US

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO**CERTIFICATE OF FACT OF GOOD STANDING**

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

Lucky Penny Group LLC

is a

Limited Liability Company

formed or registered on 11/03/2023 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20238170461 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/02/2024 that have been posted, and by documents delivered to this office electronically through 08/05/2024 @ 10:40:53 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 08/05/2024 @ 10:40:53 in accordance with applicable law. This certificate is assigned Confirmation Number 16269101 .



Secretary of State of the State of Colorado

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

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

**OPERATING AGREEMENT
OF
LIBERTY HALL BAR, LLC**

A Colorado Limited Liability Company

THIS OPERATING AGREEMENT ("Agreement") is made and entered into as of 21st day of January 2024, by and among Liberty Hall Bar, LLC a Colorado Limited Liability Company (the "Company") and Emmie Hayes and Sara Walsh, executing this Agreement as the Managing Members of the Company (the "Managing Members") and Thomas Hayes and Joseph Walsh as non-managing Members of the Company (collectively, The Members) hereby states as follows:

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Organization.

1. Formation of LLC.

The Members have formed a Colorado Limited Liability Company named Lucky Penny Group, LLC by filing the Articles of Organization with the office in the State of Colorado on January 18th, 2024. The operation of the Company shall be governed by the terms of this Agreement and the applicable laws of the State of Colorado relating to the formation, operation and taxation of a LLC, which set out the guidelines and procedures for the formation and operation of a LLC hereinafter collectively referred to as the "Statutes." To the extent permitted by the Statutes, the terms and provisions of this Agreement shall control in the event there is a conflict between the Statutes and this Agreement.

2. Purposes and Powers.

a) The purposes of the Company shall be:

- (i) To open and operate a bar/hospitality establishment; and
- (ii) To acquire real estate necessary to open and operate such bar/hospitality establishment; and
- (iii) To perform or engage in any and all activities and/or businesses for which limited liability companies may be engaged under the Statutes.

b) The Company shall have all powers necessary and convenient to effect any purpose for which it is formed, including all powers granted by the Statutes.

3. Duration.

The Company shall continue in existence until dissolved, liquidated or terminated in accordance with the provisions of this Agreement and, to the extent not otherwise superseded by this Agreement, the Statutes.

4. Registered Office and Resident Agent.

The Registered Office and Resident Agent of the Company shall be as designated in the initial Articles of Organization/Certificate of Organization or any amendment thereof. The Registered Office and/or Resident Agent may be changed from time to time. Any such change shall be made in accordance with the Statutes, or, if different from the Statutes, in accordance with the provisions of this Agreement. If the Resident Agent shall ever resign, the Company shall promptly appoint a successor agent.

5. Capital Contributions and Distributions.

Members may make such capital contributions (each a "Capital Contribution") in such amounts and at such times as the Members shall determine. The Members shall not be obligated to make any Capital Contributions, unless mutually agreed upon by both Members. The Members may take distributions of the capital from time to time in accordance with their respective percentage of ownership of the LLC, or as otherwise mutually agreed upon in writing by both parties.

Initial ownership allocation shall be thirty percent (30%) to each Managing Member and twenty percent (20%) to each non-Managing Member. Collectively, the Managing Members shall initially own sixty percent (60%) of Company and non-Managing members shall initially own forty percent (40%) of Company.

Initial capital contributions made by each Member shall be determined within twelve (12) months of executing this operating agreement. Ownership allocations may be amended or modified upon mutual agreement of the Members based on on-going capital contributions by each Member and time and effort contributed to the opening and operation of the business by each Member.

Members will meet monthly and review capital contributions and time and effort and determine whether any adjustments to ownership allocations are appropriate.

Distributions may be taken quarterly and Members will meet quarterly to review financial books and records and determine whether or not distributions will be made to Members based on their ownership allocations.

6. Books, Records and Accounting.

- a) Books and Records. The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Statutes and such books and records shall be kept at the Company's Registered Office and shall in all respects be independent of the books, records and transactions of the Member.
- b) Fiscal Year; Accounting. The Company's fiscal year shall be the calendar year with an ending month of December.

7. Member's Capital Accounts.

A Capital Account for the Members shall be maintained by the Company. The Member's Capital Account shall reflect the Member's capital contributions and increases for any net income or gain of the Company. The Member's Capital Account shall also reflect decreases for distributions made to the Member and the Member's share of any losses and deductions of the Company.

Members may at any time be employed by the Company upon executing a separate Employment Agreement, which will detail any salary due to Member separate from the Member's Capital Account for the Company.

8. U.S. Federal / State Income Tax Treatment.

The Members intend that the Company shall be taxed as a partnership in accordance with the provisions of the Internal Revenue Code. Any provisions herein that may cause the Company not to be taxed as a partnership shall be inoperative.

9. Rights, Powers and Obligations of Members.

- a. Authority. Sara Walsh and Emmie Hayes, as the managing members of the Company and Joseph Walsh and Thomas Hayes, as non-managing Members, have the authority and power to act for or on behalf of the Company, to do any act that would be binding on the Company, or incur any expenditures on behalf of the Company.
- b. Liability to Third Parties. The Members shall not be liable for the debts, obligations or liabilities of the Company, including under a judgment, decree or order of a court.
- c. Rights, Powers and Obligations of Manager.

- d. The Company is organized as a "member-managed" limited liability company.
- e. The Members are designated as the initial managing and non-managing Members.
- f. Ownership of Company Property.

The Company's assets shall be deemed owned by the Company as an entity, and the Members shall have no ownership interest in such assets or any portion thereof. Title to any or all such Company assets may be held in the name of the Company, one or more nominees or in "street name", as the Members may determine.

- g. Other Activities.

Except as limited by the Statutes, the Members may engage in other business ventures of any nature, including, without limitation by specification, the ownership of another business similar to that operated by the Company. The Company shall not have any right or interest in any such independent ventures or to the income and profits derived therefrom.

10. Limitation of Liability; Indemnification.

- a) Limitation of Liability and Indemnification of Member.

- i. The Members (including, for purposes of this Section, any estate, heir, personal representative, receiver, trustee, successor, assignee and/or transferee of the Members) shall not be liable, responsible or accountable, in damages or otherwise, to the Company or any other person for: (i) any act performed, or the omission to perform any act, within the scope of the power and authority conferred on the Members by this agreement and/or by the Statutes except by reason of acts or omissions found by a court of competent jurisdiction upon entry of a final judgment rendered and un-appealable or not timely appealed ("Judicially Determined") to constitute fraud, gross negligence, recklessness or intentional misconduct; (ii) the termination of the Company and this Agreement pursuant to the terms hereof; (iii) the performance by the Members of, or the omission by the Members to perform, any act which the Members reasonably believed to be consistent with the advice of attorneys, accountants or other professional advisers to the Company with respect to matters relating to the Company, including actions or omissions determined to constitute violations of

law but which were not undertaken in bad faith; or (iv) the conduct of any person selected or engaged by the Members.

ii. The Company, its receivers, trustees, successors, assignees and/or transferees shall indemnify, defend and hold the Members harmless from and against any and all liabilities, damages, losses, costs and expenses of any nature whatsoever, known or unknown, liquidated or unliquidated, that are incurred by the Members (including amounts paid in satisfaction of judgments, in settlement of any action, suit, demand, investigation, claim or proceeding ("Claim"), as fines or penalties) and from and against all legal or other such costs as well as the expenses of investigating or defending against any Claim or threatened or anticipated Claim arising out of, connected with or relating to this Agreement, the Company or its business affairs in any way; provided, that the conduct of the Members which gave rise to the action against the Members is indemnifiable under the standards set forth in Section 10(i).

iii. Upon application, the Members shall be entitled to receive advances to cover the costs of defending or settling any Claim or any threatened or anticipated Claim against the Members that may be subject to indemnification hereunder upon receipt by the Company of any undertaking by or on behalf of the Members to repay such advances to the Company, without interest, if the Members is Judicially Determined not to be entitled to indemnification under Section 10(a)(b).

iv. All rights of the Members to indemnification under this Section 10(a) shall (i) be cumulative of, and in addition to, any right to which the Members may be entitled to by contract or as a matter of law or equity, and (ii) survive the dissolution, liquidation or termination of the Company as well as the death, removal, incompetency or insolvency of the Members.

v. The termination of any Claim or threatened Claim against the Members by judgment, order, settlement or upon a plea of *nolo contendere* or its equivalent shall not, of itself, cause the Members not to be entitled to indemnification as provided herein unless and until Judicially Determined to not be so entitled.

11. Death, Disability, Dissolution.

- a. Death of Members. Upon the death of a Member, such deceased Member's ownership allocation shall revert to that Member's immediate

next of kin, provided that next of kin is at least twenty-one (21) years of age at the time of Member's death. If Member does not have any next of kin meeting such age requirement, then Member's ownership allocation shall revert to the surviving Member.

- b. Disability of Member. Upon the disability of a Member, the Member may continue to act as Manager hereunder or appoint a person to so serve until the Member's Interests and Capital Account of the Member have been transferred or distributed.
- c. Dissolution. The Company shall dissolve and its affairs shall be wound up on the first to occur of:
 - i. At a time, or upon the occurrence of an event specified in the Articles of Organization or this Agreement.
 - ii. The determination by the Members that the Company shall be dissolved.

12. Miscellaneous Provisions.

- a. Article Headings. The Article headings and numbers contained in this Agreement have been inserted only as a matter of convenience and for reference, and in no way shall be construed to define, limit or describe the scope or intent of any provision of this Agreement.
- b. Entire Agreement. This Agreement constitutes the entire agreement between the Member and the Company. This Agreement supersedes any and all other agreements, either oral or written, between said parties with respect to the subject matter hereof.
- c. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- d. Amendment. This Agreement may be amended or revoked at any time by a written document executed by the Member.
- e. Binding Effect. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and shall inure to the benefit of the parties, and their respective distributees, heirs, successors and assigns.

- f. Governing Law. This Agreement is being executed and delivered in the State of Colorado and shall be governed by, construed and enforced in accordance with the laws of the State of Colorado.

IN WITNESS WHEREOF, the Members have hereunto set such Member's hand as of the day and year first above written.

Emmie Hayes

Managing Member's Signature/Date: Emmie Hayes 1/22/24

Print Name: Emmie Hayes

Sara Walsh

Managing Member's Signature/Date: Sara Walsh

Print Name: 1/23/23

Thomas Hayes

Member's Signature/Date: THH 1/22/24

Print Name: Thomas Hayes

Joseph Walsh

Member's Signature/Date: [Signature]

Print Name: JOSEPH WALSH



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Kristi Jefferson - City Clerk	November 19, 2024

AGENDA ITEM

Parade of Lights Amplified Sound Permit — Public Hearing

BACKGROUND

Per City Council direction, certain amplified Sound Permits are subject to public hearings as they relate to dates, hours of operation, and decibel levels. The City received an amplified sound permit application from Robin NeJame on behalf of High Country Bank, for the Annual Parade of Lights on November 29th beginning at 4:00 pm.

Amplified Sound Permits are allowed to be approved by the City Administrator between the dates of May 1 and November 1 annually; as the proposed date is outside of that window, a public hearing shall be held to receive feedback from the public.

Public notice was posted in the Mountain Mail on November 8, 2024. The amplified sound permit application is also attached for review.

RECOMMENDATION

Staff recommends approval of the amplified Sound Permit for the annual Parade of Lights to be held on November 29, 2024, between the hours of 4:00 pm and 8:00 pm.

FISCAL IMPACT

None

MOTION

Following a public hearing, a City Councilmember should state, "I move to _____ an amplified Sound Permit for the annual Parade of Lights to be held on November 29, 2024, between the hours of 4:00 pm and 8:00 pm.", followed by a second and a roll call vote.

**PUBLIC NOTICE
NOTICE OF PUBLIC HEARING BEFORE
THE CITY OF SALIDA CITY COUNCIL
CONCERNING AN AMPLIFIED SOUND
PERMIT APPLICATION**

**TO ALL MEMBERS OF THE PUBLIC AND
INTERESTED PERSONS: PLEASE TAKE
NOTICE:** that on November 19, 2024 at or
about the hour of 6:00 p.m. a public hear-
ing 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/regis-
ter/6382995264411204366](https://attendee.gotowebinar.com/register/6382995264411204366).

The hearing concerns an Amplified Sound
Permit Application filed by Robin NeJame
on behalf of High Country Bank, for the
Parade of Lights 2024 in partnership with
the City of Salida, Annual holiday parade on
November 29th beginning at 4:00 pm.

The applicant is requesting to provide ampli-
fied sound outdoors along F Street down
to Riverside Park from 4:00 pm to 8:00 pm
on November 29th. The request cannot be
administratively approved since it is out of
season. As such, it must go to a Council
public hearing.

Interested persons are encouraged to
attend the public hearings. Further informa-
tion on the application may be obtained from
the City Clerk at 719 530 2626.

*Please note that it is inappropriate to
personally contact individual City Council-
ors 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/com-
ments, 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.

Published in The Mountain Mail November
8, 2024.



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 should be submitted via email to deputyclerk@cityofsalida.com. If that is not possible, they can be submitted in-person to 448 E 1st Street Suite 112. 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: Robin NeJame

Applicant Business/Organization: High Country Bank

Applicant Phone: 7192214726

Applicant Email: robin.nejame@highcountrybank.net

Applicant Address: 7360 West Hwy 50
Salida, CO 81201

Sound Supervisor¹: _____

Sound Supervisor Phone: _____

II. Event Information.

Description of Event: Parade of Lights 2024 in partnership with the City of Salida. Annual holiday parade.

Estimated Attendance: 2000

Date(s): November 29, 2024

Hours of Event: 4 - 8 pm

Location of Event: Downtown Salida F Street, starting from 7th.

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):

Parade, dj, emcee, Santa reading Twas the Night before Christmas.

Type of Sound Amplification Equipment:

Speakers, Microphones. We will need a microphone and speaker set up by the City of Salida, just at the turn from F to Sackett. Santa will be reading right after he turns.

IV. Agreement.

As the applicant for this noise permit, I, Robin NeJame, 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: Robin NeJame (Typed or Digital signature accepted)

Date: _____

For use by the City Clerk only:

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

Signature: Kristi Jefferson

Date: NOVEMBER 7, 2024



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: _____



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Kristi Jefferson - City Clerk	November 19, 2024

AGENDA ITEM

New Year's Eve Ball Drop Amplified Sound Permit — Public Hearing

BACKGROUND

Per City Council direction, certain amplified Sound Permits are subject to public hearings as they relate to dates, hours of operation, and decibel levels. The City of Salida is hosting the New Year's Eve Ball Drop and has submitted an amplified sound permit application for Council's consideration. The Ball Drop will be at the intersection of F and Sackett Streets on December 31st between the hours of 7:00 pm and Midnight.

Amplified Sound Permits are allowed to be approved by the City Administrator between the dates of May 1 and November 1 annually and no noise is permitted after 10:00 PM, unless specifically authorized by the City Council. This amplified sound permit requires a public hearing for the date and time requested.

Public notice was posted in the Mountain Mail on November 8, 2024. The permit application is also attached for review.

RECOMMENDATION

Staff recommends approval of the amplified Sound Permit for the New Year's Eve Ball Drop to be held on December 31, 2024, between the hours of 7:00 pm and Midnight.

FISCAL IMPACT

None

MOTION

Following a public hearing, a City Councilmember should state, "I move to _____ an amplified Sound Permit for the New Year's Eve Ball Drop to be held on December 31, 2024, between the hours of 7:00 pm and Midnight.", followed by a second and a roll call vote.

PUBLIC NOTICE**NOTICE OF PUBLIC HEARING BEFORE
THE CITY OF SALIDA CITY COUNCIL
CONCERNING AN AMPLIFIED SOUND
PERMIT APPLICATION****TO ALL MEMBERS OF THE PUBLIC AND
INTERESTED PERSONS: PLEASE TAKE**

NOTICE: that on November 19, 2024 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 an Amplified Sound Permit Application submitted by the City of Salida, for the Inaugural New Year's Eve Ball Drop, on December 31st.

The applicant is requesting to provide amplified sound outdoors on the corner of F and Sackett Streets from 7:00 pm to 12:00 pm on December 31st. The request cannot be administratively approved since it is out of season. As such, it must go to a Council public hearing.

Interested persons are encouraged to attend the public hearing. Further information on the application may be obtained from the City Clerk at 719 530 2626.

*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.

Published in The Mountain Mail November 8, 2024



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 should be submitted via email to deputyclerk@cityofsalida.com. If that is not possible, they can be submitted in-person to 448 E 1st Street Suite 112. 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: _____

Applicant Business/Organization: City of Salida

Applicant Phone: (719) 539-4555

Applicant Email: _____

Applicant Address: 448 E 1st St, Salida CO 81201

Sound Supervisor¹: Aidan Warner

Sound Supervisor Phone: aidanjwarner@gmail.com 303-885-4085

II. Event Information.

Description of Event: The City of Salida hosts a "ball drop" on New Year's Eve for the community. There will be two times 9pm and midnight. This will take place at F and Sackett.

Estimated Attendance: 500+

Date(s): December 31, 2024

Hours of Event: (set up and clean up) 12pm-2:00am

Location of Event: Downtown Salida, F & Sackett

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



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.



III. Noise Information.

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

DJ and MC. canned music

Type of Sound Amplification Equipment:

Speakers and microphone

IV. Agreement.

As the applicant for this noise permit, I, City of Salida- Administrator, 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:

[Signature]

(Typed or Digital signature accepted)

Date:

November 5, 2024

For use by the City Clerk only:

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

Signature:

Kristi Jefferson

Date:

November 07, 2024



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: _____



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	November 19, 2024

AGENDA ITEM

Appointing a Member of the City Council or Another Designated Representative to the Greater Salida Recreation Corporation Board

BACK - GROUND

In 2003 the City entered into a 20-year agreement with the Greater Salida Recreation Board to operate and maintain the Salida Golf Course. Within that agreement is the responsibility of the City Council to appoint an ex-officio member to the GSR Board. The agreement states that "The City Council of the City of Salida will appoint one member of the City Council of the City of Salida, or another designated representative, to represent the City on the Board of Directors of the Club. The member so appointed shall be an ex-officio member without voting rights."

RECOMMENDATION

Staff views this appointment as an opportunity to strengthen the relationship between the GSRC Board and the City. With the renegotiations of the current agreement coming in 2025, this is a great opportunity to fully understand the connections between the golf course operations, city needs and partnership opportunities.

FISCAL IMPACT

There is no fiscal impact to this appointment.

MOTION

A Councilmember should state "I move to appoint _____ to the Greater Salida Recreation Corporation Board.", followed by a second and a roll call vote.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	November 19, 2024

AGENDA ITEM

Resolution 2024-69, A Resolution of the City Council for the City of Salida Colorado Expressing Support for the Colorado Association of Ski Towns 2024 Legislative Position Statement on Housing Legislative priorities and Colorado Municipal League's Policy Committee Recommendations for CML Initiated Legislation

BACKGROUND

In a statement put out by the Colorado Association of Ski Towns, CAST reported that "The Colorado Association of Ski Towns (CAST) represents the mountain resort communities throughout Colorado. Colorado ski industry generates \$4.8 billion in annual economic output, supports more than 46,000 year-round equivalent jobs, and generates \$1.9 billion per year in labor income. The lack of available and attainable housing for employees in Colorado mountain resort communities has reached a crisis level which is directly impacting the provision of basic services as well as the ability to adequately staff and operate all businesses, from ski resort companies to local, small businesses. CAST supports targeted legislation to provide additional financial tools for Colorado mountain communities to address housing needs."

This statement was shared with the Colorado Municipal League's (CML) Policy committee with a request that that committee recommend support for CML initiated legislation for three proposals.

1. Draft legislation to specifically authorize counties and municipalities to refer short-term rental (STR) taxes to voters with the proceeds dedicated to local workforce and affordable housing. The proposal would create enabling legislation that allows statutory municipalities to ask the voters to establish an STR rental tax similar to the lodging tax that many counties and home rule municipalities are currently able to assess.
2. Draft legislation to specifically authorize municipalities and counties to refer residential vacancy tax questions to their voters. This could be done by allowing the local government to choose between implementing an additional property tax mill levy or a tax assessed on the home's square footage or property value. The vacancy tax idea appears to be the most controversial of the three proposals. In the past County assessors have raised concerns about their potential role in administering this tax. More specific details about how a vacancy tax would be implemented are needed to determine if there is a path forward.
3. Draft legislation expressly allowing municipalities and counties to adopt fees on the transfer of real estate, with the fee revenue dedicated to funding local affordable housing and workforce housing within the municipality and county. Governor Polis has been vocally opposed to such a bill concept and stated last session that he would veto a real estate transfer fee bill if it got to his desk. If the Governor's stance has not changed, there is likely no path forward for such legislation.

Each proposal received support from the Policy Committee to support CML initiated legislation.

RECOMMENDATION

CAST and CML member communities have passed resolutions or made motions supporting the legislative positions. Given the work being done in Salida to increase access to affordable housing, balancing the needs of the community and addressing the statutory limitations the City has when it comes to implementing many solutions, Staff recommends approval of the attached resolution.

FISCAL IMPACT

There is no fiscal impact with this resolution.

MOTION

A Councilmember should state "I move to _____ Resolution 2024-69, A Resolution of the City Council for the City of Salida Colorado Expressing Support for the Colorado Association of Ski Towns 2024 Legislative Position Statement on Housing Legislative priorities and Colorado Municipal League's Policy Committee Recommendations for CML Initiated Legislation.", followed by a second and a roll call vote.

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 69
(Series of 2024)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,
EXPRESSING SUPPORT FOR THE COLORADO ASSOCIATION OF SKI TOWNS
2024 LEGISLATIVE POSITION STATEMENT ON HOUSING LEGISLATIVE
PRIORITIES AND THE COLORADO MUNICIPAL LEAGUE'S POLICY COMMITTEE
RECOMMENDATIONS FOR CML INITIATED LEGISLATION**

WHEREAS, The City of Salida is a member of the Colorado Association of Ski Towns and the Colorado Municipal League; and

WHEREAS, The City Council recognizes the importance of municipal discretion that best supports the individual needs of each community; and

WHEREAS, The City Council recognizes the need to address the needs of workforce and affordable housing in our community.

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

1. The City Council incorporates the foregoing recitals as findings by the City Council.
2. The City Council hereby supports the attached Colorado Association of Ski Town 2024 Colorado Legislative Statement on Housing and subsequent CML Initiated Legislation Recommended by the CML Policy Committee.

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

CITY OF SALIDA, COLORADO

By _____

Mayor

[SEAL]

[ATTEST] _____
City Clerk/Deputy City Clerk



COLORADO ASSOCIATION OF SKI TOWNS

2024 COLORADO LEGISLATIVE POSITION STATEMENT ON HOUSING

OVERVIEW: The Colorado Association of Ski Towns (CAST) represents the mountain resort communities throughout Colorado. Colorado's ski industry generates \$4.8 billion in annual economic output, supports more than 46,000 year-round equivalent jobs, and generates \$1.9 billion per year in labor income. ([RRC Associates](#)). The lack of available and attainable housing for employees in Colorado mountain resort communities has reached a crisis level which is directly impacting the provision of basic services as well as the ability to adequately staff and operate all businesses, from ski resort companies to local, small businesses. CAST supports targeted legislation to provide additional financial tools for Colorado mountain communities to address housing needs.

AUTHORIZE LOCAL SHORT-TERM RENTAL TAXES: CAST supports legislation to specifically authorize counties and municipalities to refer short term rental taxes to the voters with the proceeds of such revenues to be dedicated to local workforce and affordable housing.

AUTHORIZE LOCAL VACANCY TAXES: CAST supports legislation to clearly allow municipalities and counties to refer residential vacancy taxes to their voters. Census data shows residential vacancy rates soaring above 40% in some Colorado mountain towns facing acute housing shortages. Vacancy taxes, also known as empty homes taxes, incentivize homeowners to rent their homes to local residents rather than rent them at peak times and leave them empty most of the year. Additionally, this would disincentivize the use of homes as investments and result in a higher utilization as actual homes. Revenue from the tax would fund local affordable and workforce housing. CAST proposes that county assessors or the state facilitate the process by identifying the vacant homes in a taxing jurisdiction and tying enforcement into existing administrative processes

AUTHORIZE LOCAL REAL ESTATE TRANSFER FEES: The Colorado Constitution prohibits new *taxes* on the transfer of real estate, but the courts have long held fees to be different from taxes. CAST supports legislation to expressly allow municipalities and counties to adopt fees on the transfer of real estate, with the fee revenues to fund local affordable and workforce housing. This can be a powerful tool; total revenues from legacy real estate transfer taxes in CAST member municipalities have risen above \$80 million annually.

CAST TO WORK WITH PARTNER ORGANIZATIONS: In supporting this position statement, CAST members support CAST seeking to work with the Colorado Municipal League; Colorado Counties, Inc.; Colorado Counties Acting Together; and any other organizations who agree to support these proposals, and members formally request these organizations initiate and pursue this legislation on their behalf.

CONTACT INFORMATION: For more information please contact, Margaret Bowes, Executive Director, Colorado Association of Ski Towns, (970) 389-4347, mbowes@coskitowns.com; or Dan Kramer, CAST Housing Task Force Chairperson, dkramer@estes.org.

Requests for CML Initiated Legislation

Taxation: Lodging and Vacancy Taxes

The Town of Estes Park, with the support of 12 other member municipalities that are also Colorado Association of Ski Towns (CAST) members, submitted three tax related proposals for consideration. These proposals aim to give municipalities authority and flexibility to raise revenue to support housing initiatives tailored to their individual needs. Representatives of CAST have been discussing these proposals with potential bill sponsors. Listed below is a description and brief discussion of each proposal.

Proposal 1 – Draft legislation to specifically authorize counties and municipalities to refer short-term rental (STR) taxes to voters with the proceeds dedicated to local workforce and affordable housing. The proposal would create enabling legislation that allows statutory municipalities to ask the voters to establish an STR rental tax similar to the lodging tax that many counties and home rule municipalities are currently able to assess.

Proposal 2 - Draft legislation to specifically authorize municipalities and counties to refer residential vacancy tax questions to their voters. This could be done by allowing the local government to choose between implementing an additional property tax mill levy or a tax assessed on the home's square footage or property value. The vacancy tax idea appears to be the most controversial of the three proposals. In the past County assessors have raised concerns about their potential role in administering this tax. More specific details about how a vacancy tax would be implemented are needed to determine if there is a path forward.

Proposal 3: Draft legislation expressly allowing municipalities and counties to adopt fees on the transfer of real estate, with the fee revenue dedicated to funding local affordable housing and workforce housing within the municipality and county. Governor Polis has been vocally opposed to such a bill concept and stated last session that he would veto a real estate transfer fee bill if it got to his desk. If the Governor's stance has not changed, there is likely no path forward for such legislation. *Lobbyist: Elizabeth Haskell*



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Community Development	Carolyn Poissant - Senior Planner	November 19, 2024

AGENDA ITEM

Resolution 2024-71: A Resolution of the City Council of the City of Salida, Colorado, Approving an Annexation Agreement with Ned Suesse for the Annexation of Certain Real Property into the City.

BACKGROUND

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



Vicinity Map

The request was heard by the Planning Commission on July 9, 2024 and the Commission recommended the property be annexed with conditions. The conditions recommended by the Planning Commission Included the following:

1. All proposed development shall meet the requirements of the Municipal Code.
2. The Annexation Agreement shall acknowledge and document the following items:
 - a. the city's intent to serve the property with appropriate public utilities;
 - b. all applicable cost recovery agreements and payment terms and conditions;

- c. the city acknowledges and allows use of the existing well until failure, after which time the owner shall connect to city water;
- d. the city acknowledges that existing agricultural uses are allowed to continue and existing associated structures may remain on the property;
- e. the city acknowledges that a 0.27-acre Confluence Road dedication was made by the owner free from any compensation.

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

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

Section 5.4 of the Annexation Agreement contains the above recommended conditions and other conditions recommended and approved by the city attorney and the petitioner's attorney.

MOTION

A City Councilmember should state, "I move to _____ Resolution 2024-71 approving the Suesse Annexation Agreement," followed by a second and a roll call vote.

Attachments: Resolution 2024-71
Suesse Annexation Agreement

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 71
(Series of 2024)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,
APPROVING AN ANNEXATION AGREEMENT WITH NED SUESSE FOR THE ANNEXATION
OF CERTAIN REAL PROPERTY INTO THE CITY**

WHEREAS, Ned Suesse is the “Owner” of certain real property located at 6953 County Road 105 in unincorporated Chaffee County, Colorado (the “Property”); and

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

WHEREAS, the Owner desires 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 Owner 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 19th day of November, 2024.

CITY OF SALIDA, COLORADO

Dan Shore, Mayor

[SEAL]

ATTEST:

City Clerk/Deputy City Clerk

SUESSE ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2024, by and between the CITY OF SALIDA, COLORADO, a Colorado statutory city ("City"), and NED SUESSE ("Annexor"), each a "Party" and together the "Parties."

Section 1 - Recitals

- 1.1 The Annexor is the fee title owner of 100% of the private portion (i.e.: not including the applicable portion within the Confluence Road public right of way), known as the "Suesse Annexation" and more particularly described on attached **Exhibit A**, which is incorporated herein by this reference (the "Property").
- 1.2 The Property is contiguous to the current municipal boundaries of the City and contains approximately 5.98 total acres, more or less, in unincorporated Chaffee County, Colorado.
- 1.3 The Annexor desires to have the Property annexed to the City, and the City desires to annex the Property on the terms and conditions set forth herein.
- 1.4 Under Colorado law, the City may not annex the Property without the consent of the Annexor, however, the previously approved and recorded Pre-Annexation Agreement attached as **Exhibit B** required the Property to be annexed into the city once contiguity had been achieved.
- 1.5 On May 22, 2024, the Annexor filed with the City Clerk a petition for annexation of the Property ("Annexation Petition").
- 1.6 The City has determined that the Annexation Petition complies with the Colorado Municipal Annexation Act of 1965, as amended, Colorado Revised Statutes sections 31-12-101 through -123 (the "Annexation Act"), and Article IX of the City's Land Use and Development Code.
- 1.7 The City has accepted the Annexation Petition, has given all notices and conducted all hearings required by the Annexation Act, has determined that the Property is eligible for annexation to the City, and has made all necessary findings in support of the annexation of the Property.
- 1.8 On July 9, 2024 the Salida Planning Commission held a public hearing and reviewed the annexation map and all required supportive information and has submitted a written recommendation to the City Council to approve the proposed annexation with conditions.
- 1.9 On August 20, 2024 the City Council adopted Ordinance No. 2024-15 annexing the Property to the City; and Ordinance No. 2024-16, 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.
- 1.12 Upon execution, the terms of this Agreement shall supersede the terms of the Pre-Annexation Agreement.

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” is as defined in Recital 1.6 above.
- 2.3 “Annexation Petition” is as defined in Recital 1.5 above.
- 2.4 “Annexor” means Ned Suesse, and his heirs, successors, and assigns.
- 2.5 “City” means the City of Salida, a Colorado statutory City.
- 2.6 “City Code” means the City of Salida Municipal Code (SMC).
- 2.7 “City Council” means the City Council of the City of Salida, Colorado.
- 2.8 “Effective Date” means the date on which City Council adopted a resolution approving the execution of this Agreement. On the Effective Date, this Agreement will become binding upon and enforceable by the City and the Annexor.
- 2.9 “Final Annexation Approval” means that all of the following have occurred:
 - 2.9.1 City Council has adopted a resolution approving the execution of this Agreement;
 - 2.9.2 The effective date of Ordinance No. 2024-15 annexing the Property to the City, has occurred; and
 - 2.9.3 The effective date of Ordinance No. 2024-16, zoning the Property as High Density Residential (R-3) has occurred.

- 2.10 “Property” means the land that is described as the Suesse Annexation in the Annexation Petition and that is legally described in attached **Exhibit A**.

Section 3 – Purpose of Agreement and Binding Effect

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

Section 4 – Annexation of Property

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

Section 5 – Terms and Conditions for Annexation of Property

- 5.1 All terms and conditions imposed by this Agreement are in addition to and not in place of any and all requirements of the City Code, the Annexation Act, and all other applicable laws and regulations.
- 5.2 RESERVED.
- 5.3 Zoning of Property.
- 5.3.1 On July 9, 2024, the Salida Planning Commission recommended zoning the Property as High Density Residential (R-3).
- 5.3.2 At its August 20, 2024 meeting, the City Council approved zoning the Property as High Density Residential (R-3).
- 5.3.3 Nothing in this Agreement limits, restricts, or abrogates in any way, and this Agreement is not to be construed to limit, restrict, or abrogate in any way, the power or authority of the City to rezone the Property or any portion thereof at any time after annexation, either on the City’s own motion or in response to a zoning petition submitted by the owner of the Property.

5.4 Development of Property.

The City hereby approved via Ordinance 2024-15 the annexation of the Property described on Exhibit A, attached hereto. The following conditions of approval pertain to future development of the Property:

1. All proposed development shall meet the requirements of the City Code.
2. The annexation is subject to the following conditions of approval:
 - a. Upon any future development of the Property, all applicable cost recovery agreements and payment terms and conditions shall be satisfied and payable in full.
 - b. Use of the existing well is permitted until failure, after which time the owner shall connect to City water and pay all applicable system development and other fees associated with the provision of City water due at the time of such connection pursuant to the City's applicable ordinances and Schedule of Fees;
 - c. All existing nonconforming agricultural uses are permitted to continue, and all existing associated nonconforming structures may remain on the Property in their current form, all as provided in Section 16-4-160 of the City Code. Any proposed expansion of such nonconforming agricultural uses and structures shall require the Property to be appropriately rezoned (assuming there is an available zone district in which the proposed expansion would be permitted);
 - d. The applicant and/or future owners of the Property will be responsible for future intersections and / or common road improvements in proportion to the Property development's impact and pursuant to its required contributions as stated within City regulations, standards and ordinances;
 - e. There will be no minimum density requirements applied to the approximate area of the Property illustrated in **Exhibit C** attached hereto for as long as the existing structures contained in such area remain in existence in their current form, size, shape, location and footprint;
 - f. Appropriate right-of-way dedications and improvements for all roads abutting the Property shall be completed in compliance with City standards prior to issuance of a Certificate of Occupancy for any new residential units constructed on the Property or any applicable future development of the Property;
 - g. In compliance with the Two Rivers Southside Subdivision and Confluent Park Subdivision improvement agreements, the following amounts shall be paid by the Annexor or successor owner of the Property upon connection of the Property to City water, in addition to any other standard fees associated with connection to City water required at the time of such connection:
 - 1) Confluent Road water/sewer main reimbursable in the amount of \$31,419.18 as per **Exhibit D** attached hereto, the agreement recorded November 20, 2020 at Reception No. 464843 with the Chaffee County

Clerk and Recorder, with it being acknowledged and agreed, however, that such reimbursement obligation expires if the Property is not connected to the City water or wastewater facilities by May 5, 2030, ten (10) years after the date of such agreement for Two Rivers Southside Subdivision as provided in Section 7.6 thereof;

- 2) Pressure Reducing Valve Reimbursement in the amount of \$25,227.08 for Southeast Planning Area as per **Exhibit E** attached hereto, that agreement recorded May 18, 2021 at Reception No. 470651 with the Chaffee County Clerk and Recorder, with it being acknowledged and agreed, however, that such reimbursement obligation expires if the Property is not connected to City water facilities by August 18, 2030, ten years after the date of the improvements agreement for Confluent Park Subdivision as provided in Section 7.4 thereof; and

- h. Dedication of required additional right-of-way and completion of right-of-way improvements on the east side of Trenton Street shall be completed pursuant to the Letter of Agreement attached hereto as **Exhibit F**.
- i. Upon any development at the Property, Annexor or any successor owners of the Property shall pay, at the time of issuance of a building permit, all applicable fees and fees-in-lieu in the amounts set forth pursuant to the City Code, or as hereafter amended.
- j. The Annexor may apply for a Short Term Rental License for the Property, which shall be processed in accordance with standard City procedures.

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.

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.

Section 6 – Zoning

6.1 The Annexor requests and consents to inclusion of the Property within the High Density Residential (R-3) zone district, pursuant to Chapter 16 of the City Code. 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, subject to the provisions of Sections 5.4.2.c and 5.4.2.e of this Agreement.

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 In the event of a breach of any of the terms and conditions of this Agreement by the City, Annexor will have all available remedies at law and in equity.
- 7.4 The District Court of the County of Chaffee, State of Colorado, will have exclusive jurisdiction to resolve any dispute over this Agreement.
- 7.5 Any waiver by either party 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 – Acknowledgement and Release

- 8.1 Acknowledgment. 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, except to the extent expressly included in this Agreement and pursuant to state law.
- 8.2 Release.
- 8.2.1 The Annexor releases 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: (a) the City's annexation of the Property; and (b) the City's approval of the zoning pursuant to Ordinance No. 2024-16.
- 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, provided that upon any sale or other transfer of the Property by Annexor, additional notice shall be provided for the new owner at any additional addresses given for such new owner on the deed or other instrument of transfer.

Notice to the City:

City of Salida
Attn: City Administrator and City Attorney
 448 East First Street, Ste. 112
 Salida, CO 81201

Notice to the Annexors:

Ned Suesse
 6953 County Road 105
 Salida, CO 81201

- 9.9 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, subject to Section 5.4.2.e of this Agreement. 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.
- 9.10 Term. 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.
- 9.11 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.
- 9.12 Recording. The City shall record this Agreement with the Clerk and Recorder of Chaffee County, Colorado.
- 9.13 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).
- 9.14 Release of Pre-Annexation Agreement. Upon recording of this Agreement with the Clerk and Recorder of Chaffee County, Colorado, the Pre-Annexation Agreement will be deemed superseded, replaced, released and of no further force and effect.

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

[remainder of page intentionally blank]

CITY OF SALIDA, COLORADO

By _____
Dan Shore, Mayor

ATTEST:

City Clerk/Deputy City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

This Agreement was acknowledged, subscribed, and sworn to before me this ____ day of _____, 2024 by Dan Shore, as Mayor, and by Kristi Jefferson, as Clerk, on behalf of the City of Salida, Colorado.

WITNESS my hand and official seal.

My Commission expires: _____

Notary Public

[remainder of page intentionally blank]

ANNEXOR

By

Ned Suesse

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

This Agreement was acknowledged, subscribed, and sworn to before me this ____ day of _____
2024 by Ned Suesse, owner of 6953 C.R. 105, Salida, CO 81201.

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

Notary Public

EXHIBIT A

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

BEGINNING AT THE WITNESS CORNER TO THE NORTH QUARTER CORNER OF SAID SECTION 9, BEING MARKED BY A 3 1/4" B.L.M. BRASS CAP, FROM WHENCE THE TRUE NORTH QUARTER CORNER OF SAID SECTION 9 BEARS SOUTH 88 DEG 48'25" EAST, A DISTANCE OF 74.51 FEET; THENCE SOUTH 88 DEG 48'25" EAST ALONG THE NORTH LINE OF SAID SECTION 9, A DISTANCE OF 380.68 FEET TO THE WEST RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 105; THENCE SOUTH 25 DEG 25'46" EAST, A DISTANCE OF 16.62 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY A DISTANCE OF 16.89 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE RIGHT, HAVING A RADIUS OF 820.00 FEET, A DELTA ANGLE OF 1 DEG 10'48", A CHORD LENGTH OF 16.89 FEET AND A CHORD BEARING OF SOUTH 25 DEG 05'57" EAST; THENCE CONTINUING SOUTHERLY ALONG SAID ARC A DISTANCE OF 152.25 FEET DEFLECTING TO THE RIGHT, HAVING A RADIUS OF 820.00 FEET, A DELTA ANGLE OF 10 DEG 38'18", A CHORD LENGTH OF 152.03 FEET, AND A CHORD BEARING OF SOUTH 19 DEG 11'24" EAST TO A POINT OF TANGENCY; THENCE SOUTH 13 DEG 53'16" EAST, A DISTANCE OF 268.86 FEET; THENCE SOUTH 12 DEG 48'58" EAST A DISTANCE OF 60.18 FEET, THIS AND THE PRECEDING 4 COURSES ARE ALONG SAID WEST RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 105; THENCE SOUTH 73 DEG 55'54" WEST A DISTANCE OF 466.73 FEET; THENCE NORTH 15 DEG 21'10" WEST A DISTANCE OF 343.21 FEET; THENCE NORTH 03 DEG 10'18" EAST A DISTANCE OF 300.18 FEET TO THE POINT OF BEGINNING.

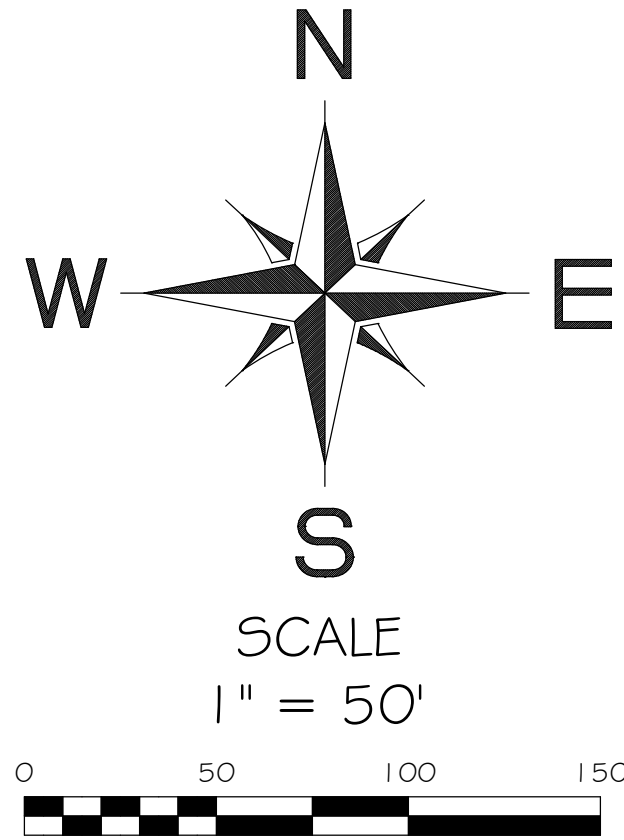
CONTAINING 5.98 ACRES MORE OR LESS.

BY: LANDMARK SURVEYING & MAPPING JULY 26, 2024

*SUESSE ANNEXATION
TO THE CITY OF SALIDA*

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



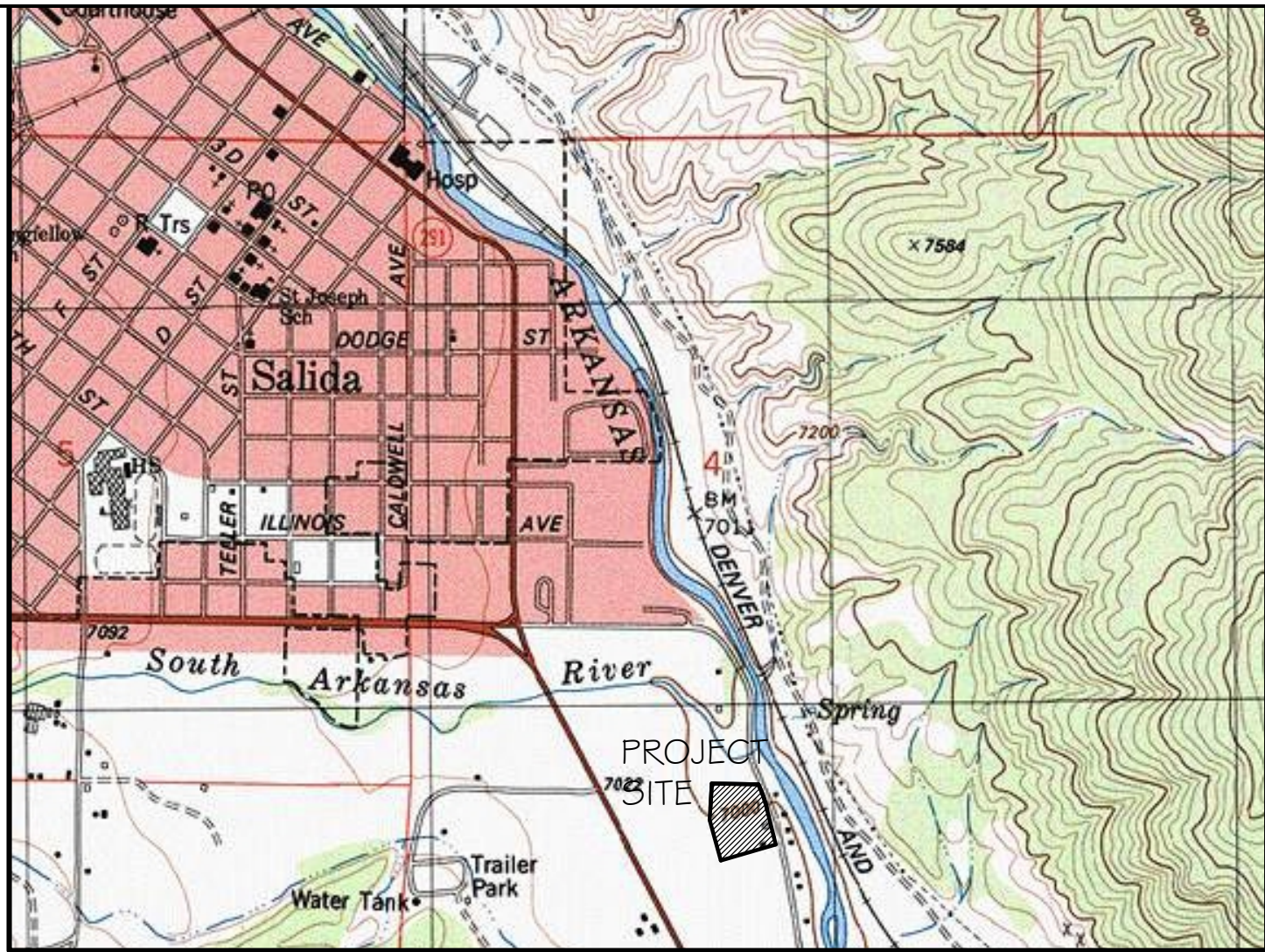


SUESSE ANNEXATION TO THE CITY OF SALIDA

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

LEGEND

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



VICINITY MAP
NOT TO SCALE

CITY COUNCIL APPROVAL

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

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

SIGNED THIS ____ DAY OF _____, 2024.

CITY OF SALIDA

BY: _____
MAYOR

CERTIFICATE OF DEDICATION AND OWNERSHIP

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

EXECUTED THIS ____ DAY OF _____, 2024.

OWNERS:

NED SUESSE

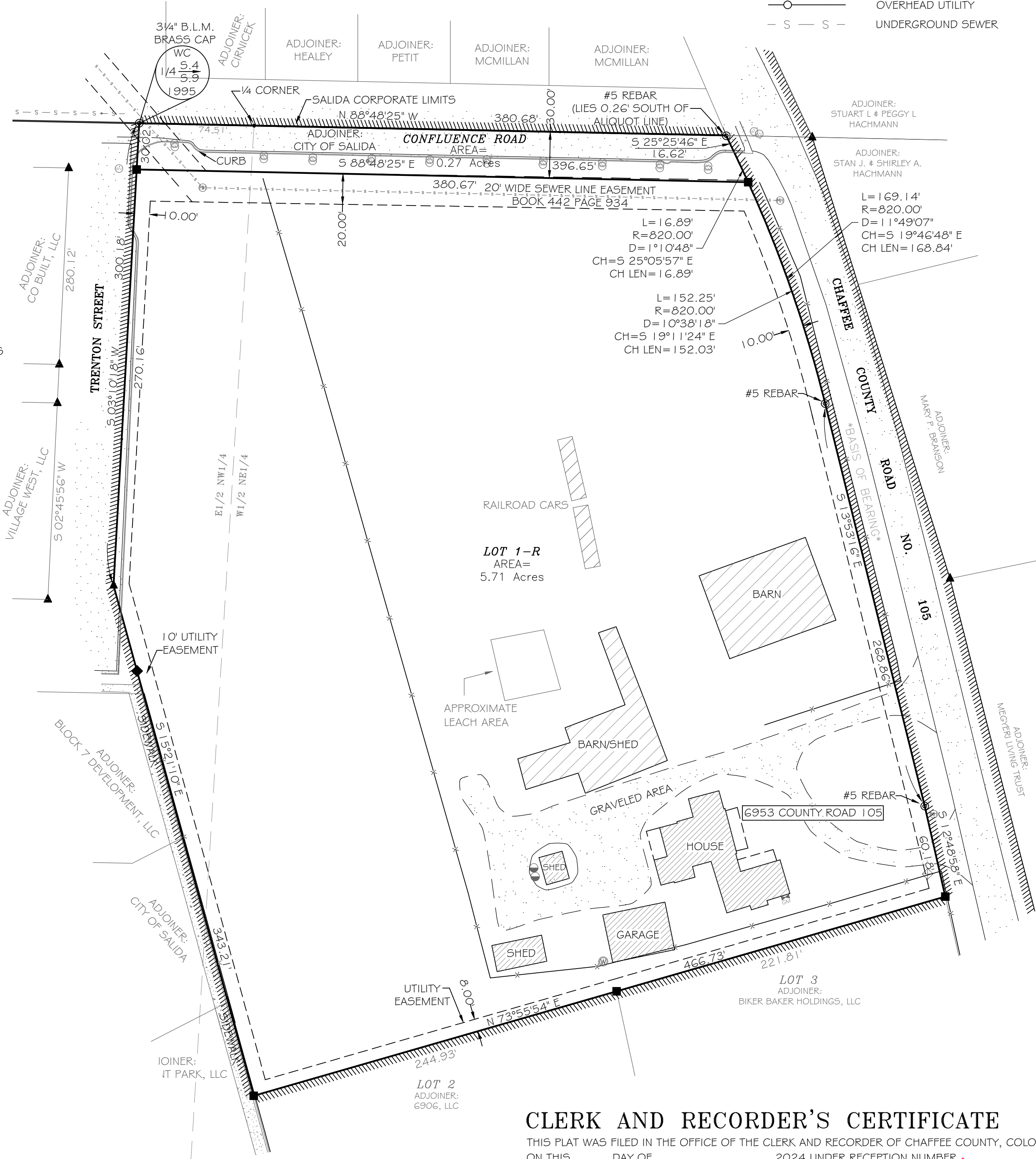
COUNTY OF CHAFFEE)
STATE OF COLORADO) ss.

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

MY COMMISSION EXPIRES _____.

NOTARY PUBLIC

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



CLERK AND RECORDER'S CERTIFICATE

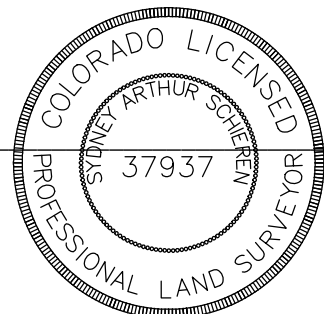
THIS PLAT WAS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF CHAFFEE COUNTY, COLORADO, AT _____ M. ON THIS ____ DAY OF _____, 2024 UNDER RECEPTION NUMBER _____.

CHAFFEE COUNTY CLERK AND RECORDER

LAND SURVEYOR'S CERTIFICATE

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

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



PRELIMINARY DRAFT
INTENDED FOR REVIEW BY CLIENT

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

PRE-ANNEXATION AGREEMENT

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

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

W I T N E S S E T H:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SALIDA, COLORADO

By James L. LiVecchi
Mayor

ATTEST:

[Signature]
City Clerk/Deputy City Clerk



OWNER:

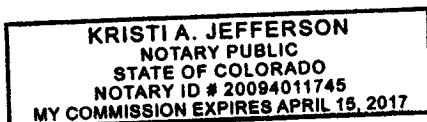
[Signature]
TRIPLE T RANCH, LLC
By: DEBORAH A. YORK
Title: SOLE MEMBER

STATE OF Colorado)
COUNTY OF Chaffee) ss.

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

WITNESS my hand and official seal.

My Commission expires: April 15, 2017



Kristi A. Jefferson
Notary Public

425861

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

Item 11.

EXHIBIT A

Legal Description:

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

Also known as:

6953 County Road 105
Salida, CO 81201

Parcel No. 380709100070

County of Chaffee
State of Colorado

EXHIBIT C



EXHIBIT D

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

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

Section 1 - Recitals

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

- 1.6 The City wishes to advance development within municipal boundaries in accordance with the City of Salida 2013 Comprehensive Plan adopted April 16, 2013, as it may be amended.
- 1.7 Pursuant to Section 16-2-60; 13-2-160 and 170; and 16-13-20 of the Land Use Code, the City and the Developer wish to enter into this Agreement to set forth their understanding concerning the terms and conditions for the construction of subdivision public improvements and other improvements; recovery of costs for extending the Confluence Road water and sewer mains and for meeting the inclusionary housing requirements for the Two Rivers Southside major subdivision.
- 1.8 The City and the Developer acknowledge that the terms and conditions hereinafter set forth are reasonable, within the authority of each to perform, and consistent with the City of Salida Comprehensive Plan.

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

Section 2 – Definitions

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

- 2.1 “Agreement” means this Subdivision Improvement; Confluence Road Water and Sewer Main Extension; and Inclusionary Housing Agreement. The Recitals in Section 1 above are fully incorporated into this Agreement and made a part hereof by this reference.
- 2.2 “City” means the City of Salida, a Colorado statutory City.
- 2.3 “City Administrator” means the City Administrator of the City of Salida, and the City Administrator’s designee.
- 2.4 “City Code” means the City of Salida Municipal Code.
- 2.5 “City Council” means the City Council of the City of Salida, Colorado.
- 2.6 “Dedicated Lands” means those lands the Developer will convey to the City for public use.
- 2.7 “Developer” means Southside LLC and its successor(s).
- 2.8 “Development” means all work on the Property required to transform the Property into the Two Rivers Southside major subdivision approved by the City by means of Resolution 2018-55. The term “Development” includes, without limitation, the demolition of existing structures; grading; construction of new structures; and construction of improvements, including without limitation streets, signage, landscaping, drainage improvements, sidewalks, utilities, and other improvements. When the context so dictates, the verb “Develop” may be used in place of the noun “Development.”

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

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

- 2.20 “Reimbursable Costs and Fees” means all fees and costs incurred by the City in connection with the City’s processing and review of the proposed Development Plan and the Subdivision Plats; and the City’s drafting, review, and execution of this Agreement as described in **Exhibit B**.
- 2.21 “Required Improvements” means the public and other improvements that the Developer is required to make to the Property as part of the annexation and subdivision approvals and pursuant to this Agreement, including without limitation improvements for streets, landscaping, parks, trails, drainage improvements, sidewalks, and utilities.
- 2.22 “Subdivision Plat” means Two Rivers Southside major subdivision of the Property approved by Resolution No. 2018-55.
- 2.23 “Water Facilities” means the water main, service line, and all other appurtenances and necessary components of the water distribution system to be constructed by the Developer to extend City water service to the Property.

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

Section 3 – Purpose of Agreement and Binding Effect

- 3.1 Contractual Relationship. The purpose of this Agreement is to establish a contractual relationship between the City and the Developer with respect to the Required Improvements for the Property and the provision of inclusionary housing. The terms, conditions, and obligations described herein are contractual obligations of the Parties, and the Developer waives any objection to the enforcement of the terms of this Agreement as contractual obligations.
- 3.2 Binding Agreement. This Agreement benefits and is binding upon the City, the Developer, and the Developer’s successor(s). The Developer’s obligations under this Agreement constitute a covenant running with the Property.
- 3.3. Reservation. To the extent that the City becomes aware of new information about the Property, and notwithstanding anything to the contrary herein, the City reserves the right to require new terms, conditions, or obligations with respect to the Required Improvements for the Property.

Section 4 – Development of Property

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

and all requirements of the City Code; the Little River Properties, LLC Annexation Agreement; Resolution No. 2018-55 and all other applicable laws and regulations, including without limitation all City Ordinances and regulations, all State statutes and regulations, and all Federal laws and regulations.

- 4.2 The approval of the major subdivision by the City Council on December 18, 2018 constitutes approval of the site specific development plan and establishment of vested property rights for the project per Section 16-2-20 of the Code. An established vested property right precludes any zoning or land use action by the City or pursuant to an initiated measure which would alter, impair, prevent, diminish, impose a moratorium on development, or otherwise delay the development or use of the property as set forth in the approved site specific development plan.

Section 5 – Terms and Conditions for Development of Property

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

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

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

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

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

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

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

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

- 5.15 Landscape Improvements. Other Required Improvements are landscape improvements consisting of right of way and parkway landscaping in accordance with the requirements of the approved landscape improvement plan for the Subdivision and the requirements of Section 16-8-90 of the Land Use Code. The Developer or homeowner's association shall be responsible for the Other Required Improvements Warranty Period.
- 5.16 Drainage Improvements. As shown on **Exhibit A**, certain of the Required Improvements are drainage improvements.
- 5.16.1 In accordance with Section 16-8-60 of the Land Use Code, the Developer shall retain a registered professional engineer to prepare a drainage study of the Property and to design a Drainage Plan according to generally accepted storm drainage practices. The Drainage Plan must conform to the City's flood control regulations, as given in Article XI of the Land Use Code, and must be reviewed and approved in writing by the City Engineer before commencement of Development activities, including overlot grading.
- 5.16.2 All site drainage, including drainage from roof drains, must be properly detained and diverted to the drainage system approved in the Drainage Plan before any certificate of occupancy will be issued for the Property.
- 5.16.3 All drainage improvements within public rights-of-way will be dedicated to the City as Public Improvements. All drainage improvements on private property will be maintained by the Developer, subject to easements to allow the City access in the event that the Developer fails to adequately maintain the drainage facilities.
- 5.17 Slope Stabilization. Any slope stabilization work must be performed in strict compliance with applicable law, including City Ordinances and regulations, State statutes and regulations, and Federal law and regulations. The City will determine on a case-by-case basis whether additional requirements apply to slope stabilization work.
- 5.18 Blasting and Excavation. Any removal of rock or other materials from the Property by blasting, excavation, or other means must be performed in strict compliance with applicable law, including City Ordinances and regulations, State statutes and regulations, and Federal law and regulations. The City will determine on a case-by-case basis whether additional requirements apply to blasting and excavation work.

5.19 Trash, Debris, and Erosion. During Development, the Developer shall take all necessary steps to control trash, debris, and erosion (whether from wind or water) on the Property. The Developer also shall take all necessary steps to prevent the transfer of mud or debris from construction sites on the Property onto public rights-of-way. If the City reasonably determines and gives the Developer written notice that such trash, debris, or erosion causes or is likely to cause damage or injury, or creates a nuisance, the Developer shall correct any actual or potential damage or injury and/or abate such nuisance within five working days of receiving such written notice. When, in the opinion of the City Administrator or Chief of Police, a nuisance constitutes an immediate and serious danger to the public health, safety, or welfare, or in the case of any nuisance in or upon any street or other public way or public ground in the City, the City has authority to summarily abate the nuisance without notice of any kind consistent with Section 7-1-60 of the City Code. Nothing in this paragraph limits or affects the remedies the City may pursue under Section 8 of this Agreement.

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

5.21 Fees. The Developer shall pay to the City the fees described below at the time set forth below:

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

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

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

Section 6 – Construction Schedule

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

Section 7 – Cost Recovery for Water and Sewer Main Extension

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 8 – Inclusionary Housing

- 8.1 Agreement to Provide Affordable Housing Consistent with Article XIII of the Land Use Code within Lots 25 and 44. Developer hereby agrees to deed restrict Lots 25 and 44 for the construction of three (3) dwelling units on each lot which will be affordable to households earning 80% or less of the Area Median Income for Chaffee County as defined by the Colorado Housing and Finance Authority. Development of the affordable housing units shall be according to the additional standards specified below:

- 8.1.1. Issuance of building permits for the construction of the affordable units on Lots 25 and 44 shall begin within five (5) years of the issuance of the first building permit for a principal residence within the subdivision.
 - 8.1.2. The units constructed within Lots 25 and 44 shall be comparable to the market rate housing units in exterior finish and design by meeting the architectural standards for the subdivision and any required architectural design approval required by the subdivision's design guidelines.
 - 8.1.3 Developer agrees to record a deed restriction on Lots 25 and 44 that meets the requirements of Sections 16-13-20(a)(1) and (2) and (c) through (f) which defines income eligibility; permanency of restriction; comparable design of units; and good faith marketing requirements as agreed to by Parties.
- 8.2 Agreement to Provide Affordable Housing Consistent with Article XIII of the Land Use Code within Lot 48. Developer hereby agrees to deed restrict Lot 48 for the construction of 12.5% of the total dwelling units to be constructed on Lot 48, or three (3) dwelling units, whichever is greater, to be affordable to households earning 80% or less of the Area Median Income for Chaffee County as defined by the Colorado Housing and Finance Authority. Development of the affordable housing units shall be according to the additional standards specified below:
- 8.2.1. Construction of the affordable units on Lot 48 shall be at the time of construction of the market rate units.
 - 8.2.2. The affordable units constructed within Lot 48 shall be comparable to the market rate units in exterior finish and design by meeting the architectural standards for the subdivision and any required architectural design approval required by the subdivision's design guidelines.
 - 8.2.3 Developer agrees to record a deed restriction on Lot 48 that meets the requirements of Sections 16-13-20(a)(1) and (2) and (c) through (f) which defines income eligibility; permanency of restriction; comparable design of units; and good faith marketing requirements as agreed to by Parties.
 - 8.2.4 Pursuant to Section 16-13-50 of the Land Use Code, Lot 48 of the Two Rivers Southside subdivision shall be allowed the revised dimensional standards in the RMU district designated by footnotes 6 and 7 of Table 16-F regarding standards for projects meeting the inclusionary housing requirements of Article XIII of Chapter 16 of the Code, attached hereto as **Exhibit E**. The parking requirement for multi-family units constructed within Lot 48 shall be a minimum of one (1) space per unit.

Section 9 – Default by Developer and City’s Remedies

- 9.1 **City’s Remedies on Developer’s Default.** In the event of the Developer’s default with respect to any term or condition of this Agreement, the City may take any action necessary or appropriate to enforce its rights, including without limitation any or all of the following:
- 9.1.1 The refusal to issue any building permit or certificate of occupancy to the Developer.
- 9.1.2 The revocation of any building permit previously issued and under which construction directly related to such building permit has not commenced; provided, however, that this remedy will not apply to a third party.
- 9.1.3 Suspension of all further activities, approvals, and permitting related to the Planned Development and the Subdivision Plats.
- 9.1.4 A demand that the Performance Guarantee be paid or honored.
- 9.1.5 Any other remedy available in equity or at law.
- 9.2 **Notice of Default.** Before taking remedial action hereunder, the City shall give written notice to the Developer of the nature of the default and an opportunity to be heard before the City Council concerning such default. No sooner than thirty days after the Developer’s receipt of the notice or any hearing before City Council, whichever occurs later, the City may take any and all remedial action consistent with this Agreement, the City Code, and the Land Use Code.
- 9.3 **Immediate Damages on Developer’s Default.** The Developer recognizes that the City may suffer immediate damages from a default. In the event of such immediate damages resulting from the Developer’s default with respect to any term or condition of this Agreement, the City may seek an injunction to enforce its rights hereunder.
- 9.4 **Jurisdiction and Venue.** The District Court of the County of Chaffee, State of Colorado, will have exclusive jurisdiction to resolve any dispute over this Agreement.
- 9.5 **Waiver.** Any waiver by the City of one or more terms of this Agreement will not constitute, and is not to be construed as constituting, a waiver of other terms. A waiver of any provision of this Agreement in any one instance will not constitute, and is not to be construed as constituting, a waiver of such provision in other instances. Nothing herein allows the City to waive any provision of the City Code or Land Use Code.
- 9.6 **Cumulative Remedies.** Each remedy provided for in this Agreement is cumulative and is in addition to every other remedy provided for in this Agreement or otherwise existing at law or in equity.

Section 10 – Indemnification and Release

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

10.2 Indemnification.

10.2.1 The Developer shall indemnify and hold harmless the City, and the City's officers, agents, employees, and their designees, from and against any and all claims, damages, losses, and expenses, including but not limited to attorneys' fees and costs, arising from or in connection with the following: (a) the City's approval of the Planned Development or the Subdivision Plats; (b) acts or omissions by the Developer, its officers, employees, agents, consultants, contractors, or subcontractors in connection with the Planned Development or the Subdivision Plats; (c) the City's required disposal of hazardous substances, pollutants, or contaminants; required cleanup necessitated by leaking underground storage tanks, excavation, and/or backfill of hazardous substances, pollutants, or contaminants; or environmental cleanup responsibilities of any nature whatsoever on, of, or related to the Dedicated Lands; provided that such disposal or cleanup obligations do not arise from any hazardous substance, pollutant, or contaminant generated or deposited by the City upon the Dedicated Lands; (d) any remedial action required of the City as a result of the Developer's violation of the Clean Water Act; or (e) any other item contained in this Agreement.

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

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

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

Section 11 – Representations and Warranties

- 11.1 **Developer's Representations and Warranties.** The Developer represents and warrants to the City that the following are true and correct as of the date of the Developer's execution of this Agreement and will be true and correct as of the Effective Date:
- 11.1.1 **Authority.** This Agreement has been duly authorized and executed by the Developer as a legal, valid, and binding obligation of the Developer, and is enforceable as to the Developer in accordance with its terms.
- 11.1.2 **Authorized signatory.** The person executing this Agreement on behalf of the Developer is duly authorized and empowered to execute and deliver this Agreement on behalf of the Developer.
- 11.1.3 **No litigation or adverse condition.** To the best of the Developer's knowledge, there is no pending or threatened litigation, administrative proceeding, or other claim pending or threatened against the Developer that, if decided or determined adversely, would have a material adverse effect on the ability of the Developer to meet its obligations under this Agreement; nor is there any fact or condition of the Property known to the Developer that may have a material adverse effect on the Developer's ability to Develop the Property as contemplated under the Planned Development or proposed in the Subdivision Plats.
- 11.1.4 **Compliance with environmental laws and regulations.** To the best of the Developer's knowledge, all property to be dedicated to the City hereunder (both in fee simple and in the form of easements) is in compliance with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including solid waste requirements and all requirements under the Clean Water Act; and all such dedicated property is in compliance with all requirements pertaining to the disposal or existence of any hazardous substances, pollutants, or contaminants as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder.
- 11.1.5 **No conflict.** Neither the execution of this Agreement nor the consummation of the transaction contemplated by this Agreement will constitute a breach under any contract, agreement, or obligation to which the Developer is a party or by which the Developer is bound or affected.
- 11.2 **City's Representations and Warranties.** The City hereby represents and warrants to the Developer that the following are true and correct as of the date of the City's execution of this Agreement and will be true and correct as of the Effective Date:
- 11.2.1 **Authority.** Upon execution, this Agreement will have been duly authorized by City Council as a legal, valid, and binding obligation of the City, and is enforceable as to the City in accordance with its terms.

- 11.2.2 Authorized signatory. The person executing this Agreement on behalf of the City is duly authorized and empowered to execute this Agreement on behalf of the City.
- 11.2.3 No adverse condition. To the best of the City's knowledge, there is no fact or condition of the Property known to the City that may have a material adverse effect on the Developer's ability to Develop the Property as contemplated under the Development Plan or as proposed in the Subdivision Plats.
- 11.2.4 No conflict. Neither the execution of this Agreement nor the consummation of the transaction contemplated by this Agreement will constitute a breach under any contract, agreement, or obligation to which the City is a party or by which the City is bound or affected.

Section 12– General Provisions

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

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

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

- 12.7 Severability. The terms of this Agreement are severable. If a court of competent jurisdiction finds any provision hereof to be invalid or unenforceable, the remaining terms and conditions of the Agreement will remain in full force and effect.
- 12.8 Recording. The City shall record this Agreement with the Clerk and Recorder of Chaffee County, Colorado, at the Developer's expense. Should any term of this Agreement be severed in accordance with paragraph 12.7 above, the Parties will cooperate to record an amended form of this Agreement evidencing which terms have been severed and which terms remain in full force and effect.
- 12.9 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, confers or is intended to confer any rights or remedies whatsoever upon any person or entity other than the City or the Developer.
- 12.10 No Waiver of Immunity. Nothing in this Agreement, express or implied, waives or is intended to waive the City's immunity under Colorado State law, including without limitation the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through -120.
- 12.11 Joint Drafting. The Parties acknowledge that this Agreement represents the negotiated terms, conditions, and covenants of the Parties, and that the Party responsible for drafting any such term, condition, or covenant is not to be prejudiced by any presumption, canon of construction, implication, or rule requiring construction or interpretation against the Party drafting the same.
- 12.12 Subject to Annual Appropriation. Any financial obligation of the City arising under this Agreement and payable after the current fiscal year is contingent upon funds for that purpose being annually appropriated, budgeted, and otherwise made available by the City Council in its discretion. Nothing herein creates a multi-year fiscal obligation on behalf of the City.
- 12.13 Exhibits. All schedules, exhibits, and addenda attached to this Agreement and referred to herein are to be deemed to be incorporated into this Agreement and made a part hereof for all purposes.

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

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

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



CITY OF SALIDA, COLORADO

By:

PT Wood
Mayor PT Wood

ATTEST:

Erin Kelley
City Clerk/Deputy City Clerk

STATE OF COLORADO)
)ss
COUNTY OF CHAFFEE)

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

WITNESS my hand and official seal.

My Commission expires: 8-8-2023



Katherine Smith
Notary Public

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Lori A Mitchell
Chaffee County Clerk

Item 11.

SOUTHSIDE LLC

By:

Tom Pokorny
Tom Pokorny, Managing Member

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

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

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

Katherine Smith
Notary Public

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

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Lori A Mitchell
Chaffee County Clerk



Morey Walker & Associates Engineering, Inc.

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

Engineer's Estimate of Probable Costs

Project: Two Rivers South Subdivision

Date: 3/10/2020

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

EXHIBIT A: Construction Costs
page 2 of 2

Item 11.

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

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Lori A Mitchell
Chaffee County Clerk

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



3/10/20

Open Records Policy – Exhibit B
Fee Schedule

Charges must be paid before service is provided.

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

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

The first hour of research and retrieval service is free.

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

City Attorney \$30/hr

Assistant City Attorney \$30/hr

Information Services \$30/hr

Department Heads \$30/hr

Supervisor \$30/hr

Non-Supervisory Personnel \$20/hr

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

DVD - \$10

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

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

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Lori A Mitchell
 Chaffee County Clerk

Project: Trial ScheduleTom
 Date: Tue 4/28/20

Task



Project Summary



Split



External Tasks



Progress



External Milestone



Milestone



Deadline



Summary



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Lori A Item 11.
Chaffee County Clerk

EXHIBIT D
CONFLUENT STREET WATER/SEWER MAIN COSTS

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

CONFLUENT STREET WATER/SEWER MAIN REIMBURSABLE AMOUNTS

PARCEL #	OWNER	LENGTH OF STREET FRONTAGE	% OF TOTAL FRONTAGE	SHARE OF TOTAL COST
380709100079	Confluent Park Salida, LLC	590'	47.5%	\$93,622.22 / 2 = <u>\$46,811.11</u>
380709100078	Confluent Park Salida, LLC	256'	20.6%	\$40,622.78 / 2 = <u>\$20,311.39</u>
380709100081	Ned Suesse	396'	31.9%	\$62,838.36 / 2 = <u>\$31,419.18</u>
Total		1242'	100.0%	\$197,084.00

TABLE 16-F

Schedule of Dimensional Standards

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

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

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

Item 11.

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

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

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

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

Notes:

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

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

Item 11.

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

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

Section 1 - Recitals

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

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

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

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

Section 2 – Definitions

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

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

Confluent Park major subdivision approved by the City by means of Resolution 2020-24. The term “Development” includes, without limitation, the demolition of existing structures; grading; construction of new structures; and construction of improvements, including without limitation streets, signage, landscaping, drainage improvements, sidewalks, utilities, and other improvements. When the context so dictates, the verb “Develop” may be used in place of the noun “Development.”

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

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

- 2.19 **“Public Improvements Warranty Period”** means a period of one year from the date that the City Engineer or the City Engineer’s designee, in accordance with the terms and conditions of paragraph 5.10 below, approves the Public Improvements and certifies their compliance with approved specifications.
- 2.20 **“Reimbursable Costs and Fees”** means all fees and costs incurred by the City in connection with the City’s processing and review of the proposed Development Plan and the Subdivision Plats; and the City’s drafting, review, and execution of this Agreement as described in **Exhibit A**.
- 2.21 **“Required Improvements”** means the public and other improvements that the Developer is required to make to the Property as part of the annexation and subdivision approvals and pursuant to this Agreement, including without limitation improvements for streets, landscaping, parks, trails, drainage improvements, sidewalks, and utilities.
- 2.22 **“Subdivision Plat”** means the Confluent Park major subdivision of the Property approved by Resolution No. 2020-24.
- 2.23 **“Water Facilities”** means the water main, service line, and all other appurtenances and necessary components of the water distribution system to be constructed by the Developer to extend City water service to the Property.

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

Section 3 – Purpose of Agreement and Binding Effect

- 3.1 **Contractual Relationship**. The purpose of this Agreement is to establish a contractual relationship between the City and the Developer with respect to the Required Improvements for the Property and the provision of inclusionary housing. The terms, conditions, and obligations described herein are contractual obligations of the Parties, and the Developer waives any objection to the enforcement of the terms of this Agreement as contractual obligations.
- 3.2 **Binding Agreement**. This Agreement benefits and is binding upon the City, the Developer, and the Developer’s successor(s). The Developer’s obligations under this Agreement constitute a covenant running with the Property.
- 3.3. **Reservation**. To the extent that the City becomes aware of new information about the Property, and notwithstanding anything to the contrary herein, the City reserves the right

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

Section 4 – Development of Property

- 4.1 The City agrees to the Development of the Property, and the Developer agrees that it will Develop the Property, only in accordance with the terms and conditions of this Agreement and all requirements of the City Code; the Confluent Park Planned Development Ordinance 2020-01 and major subdivision Resolution No. 2020-24 and all other applicable laws and regulations, including without limitation all City Ordinances and regulations, all State statutes and regulations, and all Federal laws and regulations.
- 4.2 The approval of the major subdivision by the City Council on July 7, 2020 constitutes approval of the site specific development plan and establishment of vested property rights for the project per Section 16-2-20 of the Code. An established vested property right precludes any zoning or land use action by the City or pursuant to an initiated measure which would alter, impair, prevent, diminish, impose a moratorium on development, or otherwise delay the development or use of the property as set forth in the approved site specific development plan.

Section 5 – Terms and Conditions for Development of Property

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

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

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

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

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

- 5.12 Inspection Distinguished from Approval. Inspection, acquiescence, and/or verbal approval by any City official of the Development, at any particular time, will not constitute the City's approval of the Required Improvements as required hereunder. Such written approval will be given by the City only in accordance with paragraph 5.7 above.
- 5.13 Revegetation. Any area disturbed by construction must be promptly revegetated with Native Vegetation following completion of such work unless a building permit application has been requested for such area. In addition, the Developer shall control all Noxious Weeds within such area to the reasonable satisfaction of the City.
- 5.14 Local Utilities. In addition to the Required Improvements, the Developer shall install service lines for both on-site and off-site local utilities necessary to serve the Property, including without limitation service lines for telephone, electricity, natural gas, cable television, and street lights. The Developer shall install such service lines underground to the maximum extent feasible. If such lines are placed in a street or alley, they must be in place prior to surfacing.
- 5.15 Landscape Improvements. Other Required Improvements are landscape improvements consisting of right of way and parkway landscaping in accordance with the requirements of the approved landscape improvement plan for the Subdivision and the requirements of Section 16-8-90 of the Land Use Code. The Developer or homeowner's association shall be responsible for the Other Required Improvements Warranty Period.
- 5.16 Drainage Improvements. As shown on **Exhibit A**, certain of the Required Improvements are drainage improvements.
- 5.16.1 In accordance with Section 16-8-60 of the Land Use Code, the Developer shall retain a registered professional engineer to prepare a drainage study of the Property and to design a Drainage Plan according to generally accepted storm drainage practices. The Drainage Plan must conform to the City's flood control regulations, as given in Article XI of the Land Use Code, and must be reviewed and approved in writing by the City Engineer before commencement of Development activities, including overlot grading.
- 5.16.2 All site drainage, including drainage from roof drains, must be properly detained and diverted to the drainage system approved in the Drainage Plan before any certificate of occupancy will be issued for the Property.
- 5.16.3 All drainage improvements within public rights-of-way will be dedicated to the City as Public Improvements. All drainage improvements on private property will be maintained by the Developer, subject to easements to allow the City access in the event that the Developer fails to adequately maintain the drainage facilities.

- 5.17 Slope Stabilization. Any slope stabilization work must be performed in strict compliance with applicable law, including City Ordinances and regulations, State statutes and regulations, and Federal law and regulations. The City will determine on a case-by-case basis whether additional requirements apply to slope stabilization work.
- 5.18 Blasting and Excavation. Any removal of rock or other materials from the Property by blasting, excavation, or other means must be performed in strict compliance with applicable law, including City Ordinances and regulations, State statutes and regulations, and Federal law and regulations. The City will determine on a case-by-case basis whether additional requirements apply to blasting and excavation work.
- 5.19 Trash, Debris, and Erosion. During Development, the Developer shall take all necessary steps to control trash, debris, and erosion (whether from wind or water) on the Property. The Developer also shall take all necessary steps to prevent the transfer of mud or debris from construction sites on the Property onto public rights-of-way. If the City reasonably determines and gives the Developer written notice that such trash, debris, or erosion causes or is likely to cause damage or injury, or creates a nuisance, the Developer shall correct any actual or potential damage or injury and/or abate such nuisance within five working days of receiving such written notice. When, in the opinion of the City Administrator or Chief of Police, a nuisance constitutes an immediate and serious danger to the public health, safety, or welfare, or in the case of any nuisance in or upon any street or other public way or public ground in the City, the City has authority to summarily abate the nuisance without notice of any kind consistent with Section 7-1-60 of the City Code. Nothing in this paragraph limits or affects the remedies the City may pursue under Section 8 of this Agreement.
- 5.20 Compliance with Environmental Laws. During Development, the Developer shall comply with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including without limitation solid waste requirements and all requirements under the Federal Water Pollution Control Act, as amended ("Clean Water Act"); and shall comply with all requirements pertaining to the disposal or existence of any hazardous substances, pollutants, or contaminants as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder.
- 5.21 Fees. The Developer shall pay to the City the fees described below at the time set forth below:
- 5.21.1 Developer's reimbursement of processing fees. Consistent with Sections 16-2-10 and 16-2-60(r) of the Land Use Code, the Developer shall reimburse the City for all fees and costs incurred by the City in connection with the City's processing and review of the proposed Subdivision Plats, including without limitation processing and review of the Zoning and Subdivision Applications and supporting documentation, and the City's drafting, review, and execution of this Agreement ("Reimbursable Costs and Fees"). The Reimbursable Costs and Fees include but

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

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

Section 6 – Construction Schedule

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

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

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

Section 7 – Cost Recovery for Water Facilities

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

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

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

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

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

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

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

Section 8 – Inclusionary Housing

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

Section 9 – Default by Developer and City's Remedies

- 9.1 City's Remedies on Developer's Default. In the event of the Developer's default with respect to any term or condition of this Agreement, the City may take any action necessary or appropriate to enforce its rights, including without limitation any or all of the following:

- 9.1.1 The refusal to issue any building permit or certificate of occupancy to the Developer.
- 9.1.2 The revocation of any building permit previously issued and under which construction directly related to such building permit has not commenced; provided, however, that this remedy will not apply to a third party.
- 9.1.3 Suspension of all further activities, approvals, and permitting related to the Planned Development and the Subdivision Plats.
- 9.1.4 A demand that the Performance Guarantee be paid or honored.
- 9.1.5 Any other remedy available in equity or at law.
- 9.2 Notice of Default. Before taking remedial action hereunder, the City shall give written notice to the Developer of the nature of the default and an opportunity to be heard before the City Council concerning such default. No sooner than thirty days after the Developer's receipt of the notice or any hearing before City Council, whichever occurs later, the City may take any and all remedial action consistent with this Agreement, the City Code, and the Land Use Code.
- 9.3 Immediate Damages on Developer's Default. The Developer recognizes that the City may suffer immediate damages from a default. In the event of such immediate damages resulting from the Developer's default with respect to any term or condition of this Agreement, the City may seek an injunction to enforce its rights hereunder.
- 9.4 Jurisdiction and Venue. The District Court of the County of Chaffee, State of Colorado, will have exclusive jurisdiction to resolve any dispute over this Agreement.
- 9.5 Waiver. Any waiver by the City of one or more terms of this Agreement will not constitute, and is not to be construed as constituting, a waiver of other terms. A waiver of any provision of this Agreement in any one instance will not constitute, and is not to be construed as constituting, a waiver of such provision in other instances. Nothing herein allows the City to waive any provision of the City Code or Land Use Code.
- 9.6 Cumulative Remedies. Each remedy provided for in this Agreement is cumulative and is in addition to every other remedy provided for in this Agreement or otherwise existing at law or in equity.

Section 10 – Indemnification and Release

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

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

10.2 Indemnification.

10.2.1 The Developer shall indemnify and hold harmless the City, and the City's officers, agents, employees, and their designees, from and against any and all claims, damages, losses, and expenses, including but not limited to attorneys' fees and costs, arising from or in connection with the following: (a) the City's approval of the Planned Development or the Subdivision Plats; (b) acts or omissions by the Developer, its officers, employees, agents, consultants, contractors, or subcontractors in connection with the Planned Development or the Subdivision Plats; (c) the City's required disposal of hazardous substances, pollutants, or contaminants; required cleanup necessitated by leaking underground storage tanks, excavation, and/or backfill of hazardous substances, pollutants, or contaminants; or environmental cleanup responsibilities of any nature whatsoever on, of, or related to the Dedicated Lands; provided that such disposal or cleanup obligations do not arise from any hazardous substance, pollutant, or contaminant generated or deposited by the City upon the Dedicated Lands; (d) any remedial action required of the City as a result of the Developer's violation of the Clean Water Act; or (e) any other item contained in this Agreement.

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

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

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

Section 11 – Representations and Warranties

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

11.1.1 Authority. This Agreement has been duly authorized and executed by the Developer as a legal, valid, and binding obligation of the Developer, and is

enforceable as to the Developer in accordance with its terms.

- 11.1.2 Authorized signatory. The person executing this Agreement on behalf of the Developer is duly authorized and empowered to execute and deliver this Agreement on behalf of the Developer.
- 11.1.3 No litigation or adverse condition. To the best of the Developer's knowledge, there is no pending or threatened litigation, administrative proceeding, or other claim pending or threatened against the Developer that, if decided or determined adversely, would have a material adverse effect on the ability of the Developer to meet its obligations under this Agreement; nor is there any fact or condition of the Property known to the Developer that may have a material adverse effect on the Developer's ability to Develop the Property as contemplated under the Planned Development or proposed in the Subdivision Plats.
- 11.1.4 Compliance with environmental laws and regulations. To the best of the Developer's knowledge, all property to be dedicated to the City hereunder (both in fee simple and in the form of easements) is in compliance with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including solid waste requirements and all requirements under the Clean Water Act; and all such dedicated property is in compliance with all requirements pertaining to the disposal or existence of any hazardous substances, pollutants, or contaminants as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder.
- 11.1.5 No conflict. Neither the execution of this Agreement nor the consummation of the transaction contemplated by this Agreement will constitute a breach under any contract, agreement, or obligation to which the Developer is a party or by which the Developer is bound or affected.
- 11.2 City's Representations and Warranties. The City hereby represents and warrants to the Developer that the following are true and correct as of the date of the City's execution of this Agreement and will be true and correct as of the Effective Date:
- 11.2.1 Authority. Upon execution, this Agreement will have been duly authorized by City Council as a legal, valid, and binding obligation of the City, and is enforceable as to the City in accordance with its terms.
- 11.2.2 Authorized signatory. The person executing this Agreement on behalf of the City is duly authorized and empowered to execute this Agreement on behalf of the City.
- 11.2.3 No adverse condition. To the best of the City's knowledge, there is no fact or condition of the Property known to the City that may have a material adverse effect on the Developer's ability to Develop the Property as contemplated under the Development Plan or as proposed in the Subdivision Plats.

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

Section 12– General Provisions

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

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

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

- 12.7 Severability. The terms of this Agreement are severable. If a court of competent jurisdiction finds any provision hereof to be invalid or unenforceable, the remaining terms and conditions of the Agreement will remain in full force and effect.
- 12.8 Recording. The City shall record this Agreement with the Clerk and Recorder of Chaffee County, Colorado, at the Developer's expense. Should any term of this Agreement be severed in accordance with paragraph 12.7 above, the Parties will cooperate to record an amended form of this Agreement evidencing which terms have been severed and which terms remain in full force and effect.
- 12.9 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, confers or is intended to confer any rights or remedies whatsoever upon any person or entity other than the City or the Developer.
- 12.10 No Waiver of Immunity. Nothing in this Agreement, express or implied, waives or is intended to waive the City's immunity under Colorado State law, including without limitation the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through -120.
- 12.11 Joint Drafting. The Parties acknowledge that this Agreement represents the negotiated terms, conditions, and covenants of the Parties, and that the Party responsible for drafting any such term, condition, or covenant is not to be prejudiced by any presumption, canon of construction, implication, or rule requiring construction or interpretation against the Party drafting the same.
- 12.12 Subject to Annual Appropriation. Any financial obligation of the City arising under this Agreement and payable after the current fiscal year is contingent upon funds for that purpose being annually appropriated, budgeted, and otherwise made available by the City Council in its discretion. Nothing herein creates a multi-year fiscal obligation on behalf of the City.
- 12.13 Exhibits. All schedules, exhibits, and addenda attached to this Agreement and referred to herein are to be deemed to be incorporated into this Agreement and made a part hereof for all purposes.
- 12.14 Counterparts. This Agreement may be executed in multiple counterparts, all of which taken together constitute one and the same document.

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

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Lori A M
Chaffee County Clerk

Item 11.

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Lori A M
Chaffee County Clerk

Item 11.

CITY OF SALIDA, COLORADO

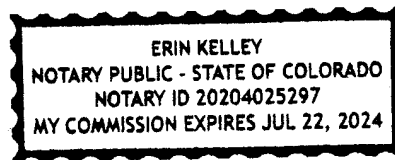
By:

PT Wood
Mayor PT Wood

ATTEST:

Erin Kelley
City Clerk/Deputy City Clerk

STATE OF COLORADO)
)ss
COUNTY OF CHAFFEE)



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

WITNESS my hand and official seal.

My Commission expires: July 22, 2024.

Erin Kelley
Notary Public

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Lori A Mitchell
Chaffee County Clerk

Item 11.

Confluent Park Salida, LLC

By:

W. Harder
Walt Harder, Managing Member

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

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

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

Kristi A. Jefferson
Notary Public

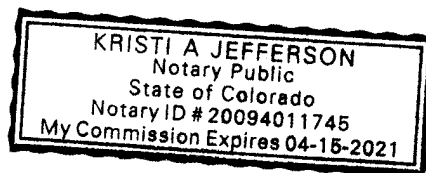


EXHIBIT A

470651

Lori A Mitchell
Chaffee County Clerk

5/18/2021 3:20 PM
470651
22 of 27 SUAG R\$143.00 D\$0.00

Engineer's Opinion of Probable Cost CONFLUENT PARK									
Prepared by: Crabtree Group, Inc. Owner: Confluent Park Salida, LLC						July 31, 2020			
Item	Phase 1 Qty	Phase 2 Qty	Phase 3 Qty	Unit	Description	Unit Cost	Phase 1 Total Cost	Phase 2 Total Cost	Phase 3 Total Cost
Streets									
21	65	0	0	LF	Sawcut Asphalt To Provide Clean Edge For Paving	\$ 4.00	\$ 260.00	\$ -	\$ -
22	101	0	0	SY	Remove & Dispose of Existing (Sawcut) Asphalt	\$ 4.00	\$ 404.00	\$ -	\$ -
23	1490	1577	1047	LF	Furnish & Install 30" "Catch" Curb & Gutter	\$ 33.00	\$ 49,170.00	\$ 52,041.00	\$ 34,551.00
24	0	0	2	EA	Construct Curb Opening	\$ 300.00	\$ -	\$ -	\$ 600.00
25	64	30	67	LF	Furnish & Install 4" Wide Concrete Ribbon Gutter	\$ 35.00	\$ 2,240.00	\$ 1,050.00	\$ 2,345.00
26	36	0	0	SY	Furnish & Install 6" Thick Patterned Concrete Crosswalk	\$ 125.00	\$ 4,500.00	\$ -	\$ -
27	2649	2519	2472	SY	Furnish & Install 3" Thick AC Paving Over 6" Class 6 Agg Base	\$ 32.00	\$ 84,768.00	\$ 80,608.00	\$ 79,104.00
28	1684	1189	1047	SY	Furnish & Install 4" Thick Concrete Sidewalk Over 4" Class 6 Agg Base	\$ 70.00	\$ 117,880.00	\$ 83,230.00	\$ 73,290.00
29	8	3	2	EA	Furnish & Install Type 1A ADA Curb Ramp	\$ 2,000.00	\$ 16,000.00	\$ 6,000.00	\$ 4,000.00
30	0	2	1	EA	Furnish & Install Type 2 ADA Curb Ramp	\$ 5,000.00	\$ -	\$ 10,000.00	\$ 5,000.00
31	54	161	27	SY	Furnish & Install Type 1 Concrete Driveway	\$ 85.00	\$ 4,590.00	\$ 13,685.00	\$ 2,295.00
32	744	905	748	SY	Furnish & Install 3" Thick Decorative Rock Planter	\$ 7.00	\$ 5,208.00	\$ 6,335.00	\$ 5,236.00
33	1	1	2	EA	Furnish & Install MUTCD R1-1 "Stop" Sign	\$ 500.00	\$ 500.00	\$ 500.00	\$ 1,000.00
34	2	2	1	EA	Furnish & Install Greenshine NSB Series, Single Davit Solar Street Light And Foundation	\$ 7,500.00	\$ 15,000.00	\$ 15,000.00	\$ 7,500.00
35	1	0	0	EA	Furnish & Install 18" Dia. Nyloplast Drain Basin W/Traffic-Rated Curb Inlet Grate	\$ 4,000.00	\$ 4,000.00	\$ -	\$ -
36	30	0	0	LF	Furnish & Install 8" Diameter ADS N-12 HDPE Drain Pipe	\$ 45.00	\$ 1,350.00	\$ -	\$ -
37	64	64	0	SF	Furnish & Install 12" Thick River Rock Energy Dissipater	\$ 15.00	\$ 960.00	\$ 960.00	\$ -
38	0	960	0	SY	Furnish & Install 6" Class 6 Compacted Aggregate Base Alley/Road	\$ 10.00	\$ -	\$ 9,600.00	\$ -
39	2	0	10	SY	Furnish & Install Concrete Spandrel	\$ 120.00	\$ 240.00	\$ -	\$ 1,200.00
Subtotal						\$ 307,070.00	\$ 307,070.00	\$ 279,009.00	\$ 216,121.00
Sewer									
50	1	0	0	EA	Furnish & Install 48" Diameter Manhole in existing 24" trunk main	\$ 6,000.00	\$ 6,000.00	\$ -	\$ -
51	7	1	3	EA	Furnish & Install 48" Diameter Manhole	\$ 4,500.00	\$ 31,500.00	\$ 4,500.00	\$ 13,500.00
52	1416	225	0	LF	Furnish & Install 8" Diameter PVC Sewer Main	\$ 65.00	\$ 92,040.00	\$ 14,625.00	\$ -
53	24	0	817	LF	Furnish & Install 15" Diameter PVC Sewer Main	\$ 85.00	\$ 2,040.00	\$ -	\$ 69,445.00
54	1	15	11	EA	Furnish & Install 4" Diameter PVC Sewer Service At 2%	\$ 1,200.00	\$ 1,200.00	\$ 18,000.00	\$ 13,200.00
55	212	80	59	LF	Furnish & Install 6" Diameter PVC Sewer Service	\$ 50.00	\$ 10,600.00	\$ 4,000.00	\$ 2,950.00
56	20	0	0	LF	Furnish & Install concrete encasement	\$ 40.00	\$ 800.00	\$ -	\$ -
Subtotal						\$ 144,180.00	\$ 144,180.00	\$ 41,125.00	\$ 99,095.00
Water (On Site)									
61	2	0	1	EA	Verify Top Of Pipe Elevation By "Pothole" Method	\$ 500.00	\$ 1,000.00	\$ -	\$ 500.00
62	2	0	1	EA	Connect To Existing Water Main With Appropriate Appurtenances	\$ 2,000.00	\$ 4,000.00	\$ -	\$ 2,000.00
63	2	0	1	EA	Furnish & Install 12" X 8" Tee	\$ 1,200.00	\$ 2,400.00	\$ -	\$ 1,200.00
64	979	765	1333	LF	Furnish & Install 8" Diameter PVC Water Main	\$ 60.00	\$ 58,740.00	\$ 45,900.00	\$ 79,980.00
65	3	4	5	EA	Furnish & Install 8" Gate Valve with box and concrete collar	\$ 1,200.00	\$ 3,600.00	\$ 4,800.00	\$ 6,000.00
66	1	2	4	EA	Furnish & Install 8" X 8" Tee	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 4,000.00
67	3	2	2	EA	Furnish & Install 6" Fire Hydrant Assembly	\$ 6,500.00	\$ 19,500.00	\$ 13,000.00	\$ 13,000.00
68	1	2	2	EA	Furnish & Install 8" Plug	\$ 800.00	\$ 800.00	\$ 1,600.00	\$ 1,600.00
69	0	1	3	EA	Furnish & Install 8" X 22.5 Degree Bend	\$ 800.00	\$ -	\$ 800.00	\$ 2,400.00
70	1	6	8	EA	Furnish & Install 3/4" edge lot duplex water service tap assembly	\$ 2,500.00	\$ 2,500.00	\$ 15,000.00	\$ 20,000.00
70A	0	6	0	EA	Furnish & Install 3/4" single water service tap assembly	\$ 1,500.00	\$ -	\$ 9,000.00	\$ -
71	0	3	3	EA	Furnish & Install Duplex Water Service Tap Assembly	\$ 2,500.00	\$ -	\$ 7,500.00	\$ 7,500.00
72	4	1	1	EA	Furnish & Install 4" Water Service Tap Assembly	\$ 3,000.00	\$ 12,000.00	\$ 3,000.00	\$ 3,000.00
73	1	0	0	EA	Furnish & Install 6" Water Service Tap Assembly	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -
Subtotal						\$ 109,040.00	\$ 102,600.00	\$ 141,180.00	\$ 141,180.00
Water (Scott Street, 100% Reimbursable based on property frontage)									
74	2			EA	Verify Top Of Pipe Elevation By "Pothole" Method	\$ 500.00	\$ 1,000.00	\$ -	\$ -
75	2			EA	Connect To Existing Water Main With Appropriate Appurtenances	\$ 1,000.00	\$ 2,000.00	\$ -	\$ -
76	709			LF	Furnish & Install 8" Diameter PVC Water Main	\$ 60.00	\$ 42,540.00	\$ -	\$ -
77	4			EA	Furnish & Install 8" Gate Valve with box and concrete collar	\$ 1,200.00	\$ 4,800.00	\$ -	\$ -
78	4			EA	Furnish & Install 8" X 8" Tee	\$ 1,000.00	\$ 4,000.00	\$ -	\$ -
79	1			EA	Furnish & Install 6" Fire Hydrant Assembly	\$ 6,500.00	\$ 6,500.00	\$ -	\$ -
80	2			EA	Furnish & Install 8" Plug	\$ 800.00	\$ 1,600.00	\$ -	\$ -
81	193			SY	Furnish & Install Asphalt Patch	\$ 50.00	\$ 9,650.00	\$ -	\$ -
82	2			EA	Furnish & Install 8" X 90 Degree Bend	\$ 800.00	\$ 1,600.00	\$ -	\$ -
Subtotal						\$ 62,440.00	\$ 62,440.00	\$ -	\$ -
Pressure Reducing Valve (PRV), cost share with future development on Vandaveer NE of US Hwy 50, land area basis									
83	1			EA	Furnish & Install PRV/Vault Assembly	\$ 150,000.00	\$ 150,000.00	\$ -	\$ -
Subtotal						\$ 150,000.00	\$ 150,000.00	\$ -	\$ -
Miscellaneous									
84				LS	Stormwater BMP installation, maintenance, permitting	\$ 8,000.00	\$ 8,000.00	\$ 5,000.00	\$ 5,000.00
85				LS	Construction Survey	\$ 4,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00
86				LS	Traffic Control	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00
Subtotal						\$ 13,000.00	\$ 13,000.00	\$ 8,500.00	\$ 9,000.00
							Phase 1	Phase 2	Phase 3
Civil Construction Total						\$ 785,730.00	\$ 785,730.00	\$ 431,234.00	\$ 465,396.00
Contingency (25%)						\$ 196,432.50	\$ 196,432.50	\$ 107,808.50	\$ 116,349.00
Total with Contingency						\$ 982,162.50	\$ 982,162.50	\$ 539,042.50	\$ 581,745.00
Limitations of Liability: 1 The Crabtree Group, Inc. (CGI) is providing this Engineer's Opinion of Probable Cost (EOPC) at the request of the "Client" with the understanding that CGI is not responsible for project, financing or construction costs as related to this EOPC. 2 The unit costs contained in this EOPC are based on recent labor and material costs that may change and vary widely due to economic, site and other conditions. 3 The "Client" should obtain more accurate project costs by project specific bids for all project, financing and construction decisions									

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Lori A Mitchell

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

Chaffee County Clerk

Open Records Policy – Exhibit B

Fee Schedule

Charges must be paid before service is provided.

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

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

The first hour of research and retrieval service is free.

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

City Attorney \$30/hr

Assistant City Attorney \$30/hr

Information Services \$30/hr

Department Heads \$30/hr

Supervisor \$30/hr

Non-Supervisory Personnel \$20/hr

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

DVD - \$10

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

Confluer

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

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24 of 27
SUAG RS143.00 DS0.00

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Lori A Mitchell
Chaffee County Clerk

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

Lori A Mitchell
Chaffee County Clerk

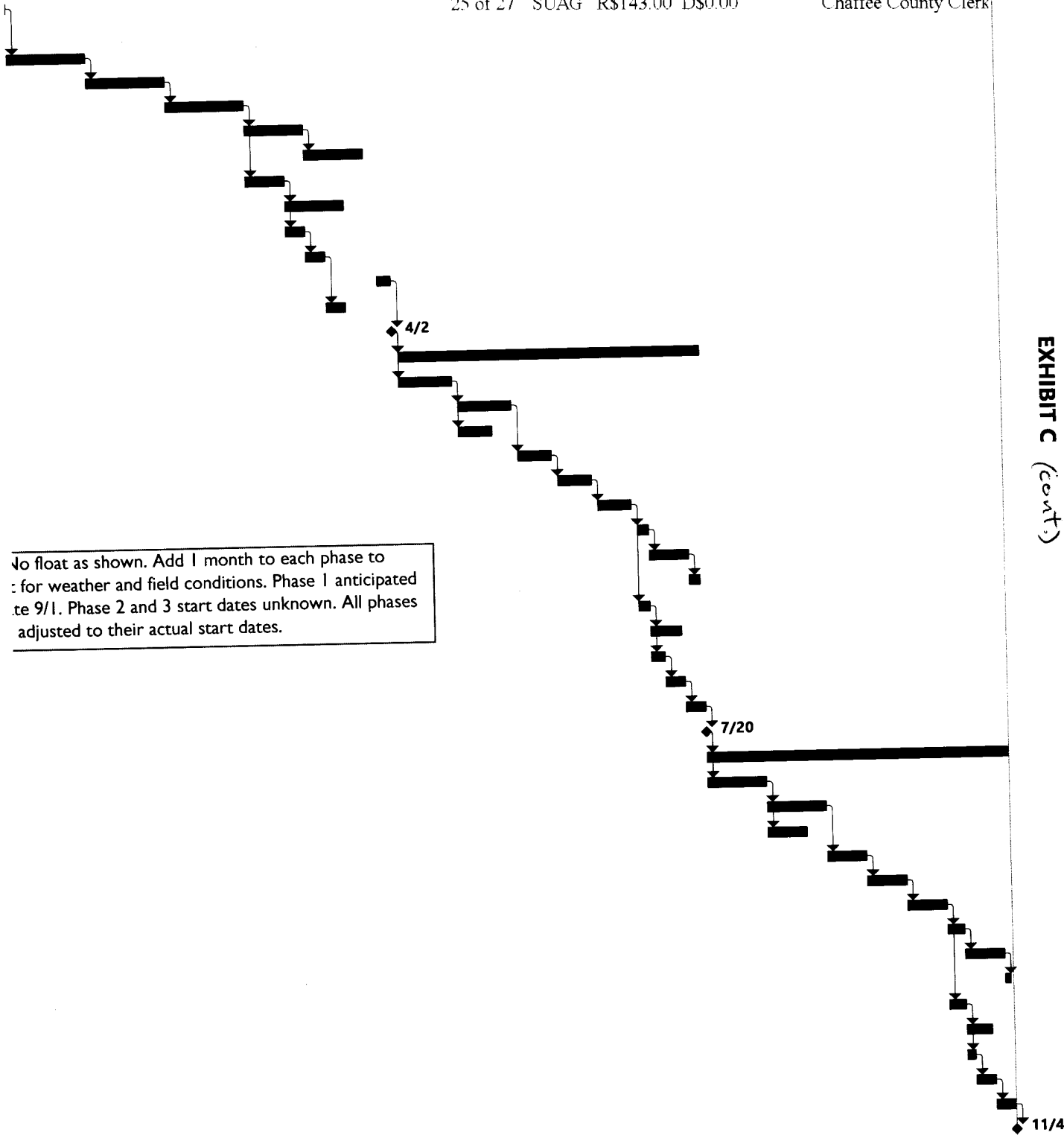


EXHIBIT C (cont.)

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

470651

Lori A Mitchell
Chaffee County Clerk

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

EXHIBIT D

New 8" Water Main and PRV

Item 11.

EXHIBIT E

PRESSURE REDUCING VALVE REIMBURSEMENT FOR SOUTHEAST PLANNING AREA

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

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

Lori A Mitchell
Chaffee County Clerk

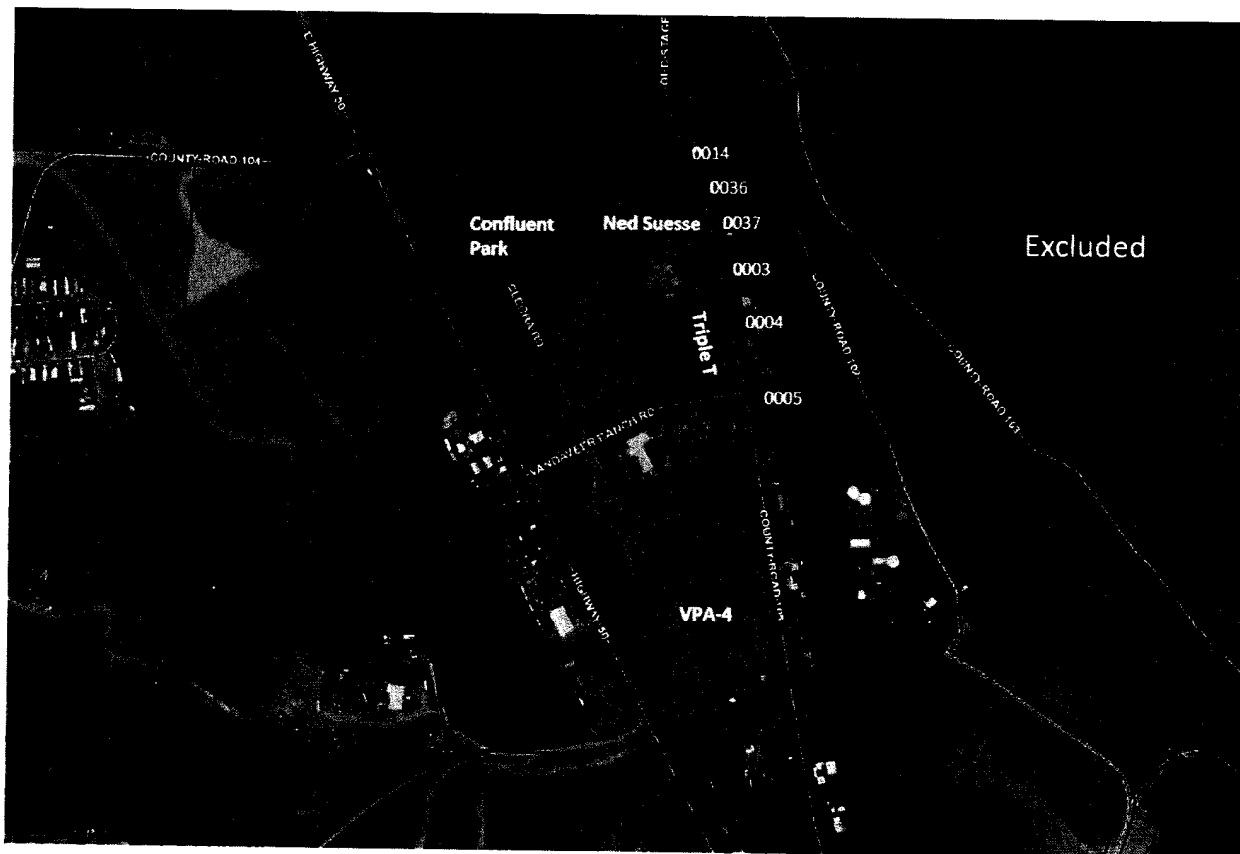



EXHIBIT F

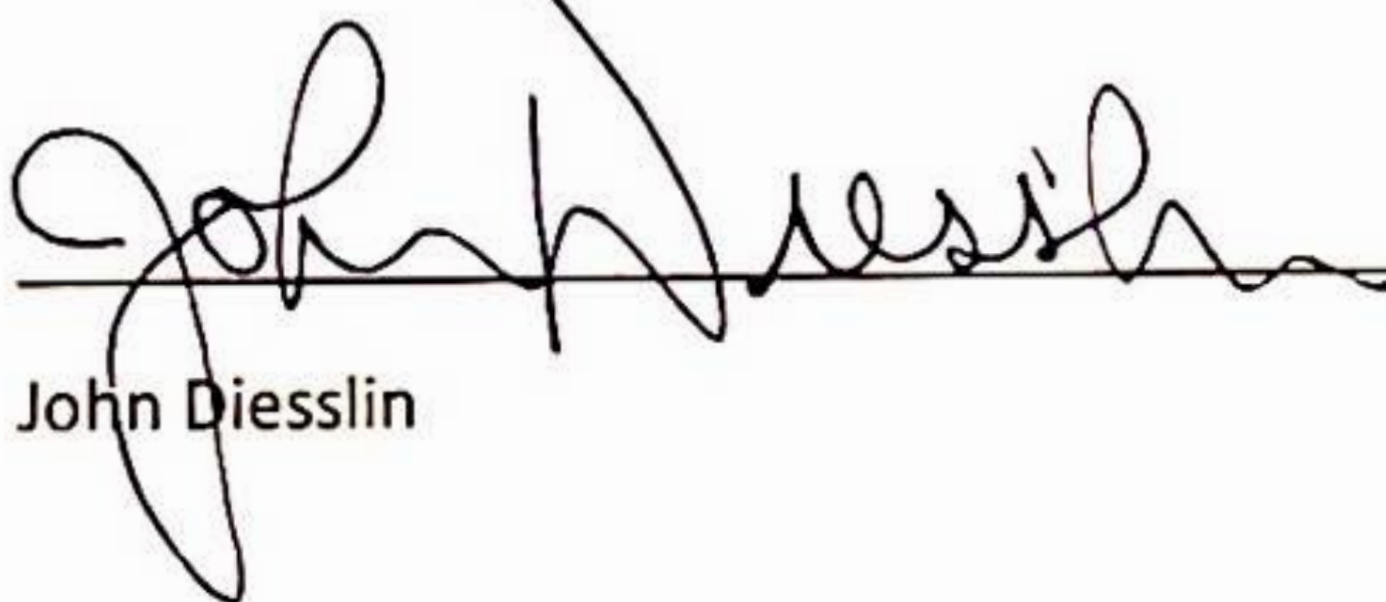
Date: January 16, 2020

Subject: Letter of Agreement Confluent Park and Ned Suesse

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

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


Ned Suesse
Date 1/17/20


John Diesslin
Date 1/21/2020

CITY OF SALIDA, COLORADO
CITY SALES TAX AND COUNTY SALES TAX SHARED WITH CITY
SEPTEMBER 2024



Item 12.

The City of Salida Sales Tax and Chaffee County Sales Tax report examines tax collections for the month of September 2024, which were remitted to the City of Salida in November 2024.

Summary Results for City and Chaffee County Sales Taxes

September City sales tax collections increased by \$62,629 (7.3%) as compared to September 2023. The City's portion of Chaffee County sales tax collections increased by (\$16,393), a 4.9% increase over September 2023. In total, sales tax receipts are 6.6% higher for September and 3.3% higher year-to-date. Actual collections are 1.6% behind budget year-to-date.

Current Month							
	September 2024	September 2023	2024 - 2023 \$ Change	2024 - 2023 % Change	September 2024 Budget	2024 Budget \$ Variance	2024 Budget % Variance
3% City Sales Tax	\$ 916,813	\$ 854,184	\$ 62,629	7.3%	\$ 952,049	\$ (35,236)	-3.7%
Shared County Tax	\$ 353,480	\$ 337,087	\$ 16,393	4.9%	\$ 342,441	\$ 11,039	3.2%
Total	\$ 1,270,293	\$ 1,191,272	\$ 79,022	6.6%	\$ 1,294,490	\$ (24,197)	-1.9%
Year-to-Date							
	Year-to-date 2024	Year-to-date 2023	2024 - 2023 \$ Change	2024 - 2023 % Change	Year-to-date 2024 Budget	2024 Budget \$ Variance	2024 Budget % Variance
3% Sales Tax	\$ 7,544,885	\$ 7,232,639	\$ 312,246	4.3%	\$ 7,714,422	\$ (169,537)	-2.2%
Shared County Tax	\$ 2,727,945	\$ 2,709,600	\$ 18,345	0.7%	\$ 2,727,877	\$ 68	0.0%
Total	\$ 10,272,830	\$ 9,942,239	\$ 330,591	3.3%	\$ 10,442,299	\$ (169,469)	-1.6%

CITY OF SALIDA, COLORADO
CITY SALES TAX AND COUNTY SALES TAX SHARED WITH CITY
SEPTEMBER 2024



Item 12.

Below is the tracking by NAICS industry sector report for the 3% City sales tax collections.

3% City Sales Tax by Industry Sector

Current Month

NAICS Sector	September 2024	September 2023	2024-2023 \$ Change	2024-2023 % Change
Retail Trade	\$ 585,033	\$ 550,964	\$ 34,069	6.2%
Accommodation & Food Service	\$ 199,592	\$ 174,169	\$ 25,423	14.6%
All Other	\$ 56,874	\$ 49,005	\$ 7,869	16.1%
Manufacturing	\$ 17,493	\$ 20,822	\$ (3,329)	-16.0%
Wholesale Trade	\$ 33,293	\$ 30,257	\$ 3,036	10.0%
Information	\$ 12,142	\$ 10,994	\$ 1,148	10.4%
Construction	\$ 3,991	\$ 5,724	\$ (1,733)	-30.3%
Real Estate, Rental and Leasing	\$ 8,395	\$ 12,249	\$ (3,854)	-31.5%
Total	\$ 916,813	\$ 854,184	\$ 62,629	7.3%

Year to Date

YTD 2024	YTD 2023	2024-2023 \$ Change	2024-2023 % Change
\$5,013,009	\$ 4,835,289	\$ 177,720	3.7%
\$1,511,154	\$ 1,400,529	\$ 110,625	7.9%
\$ 396,794	\$ 363,872	\$ 32,922	9.0%
\$ 163,066	\$ 156,303	\$ 6,763	4.3%
\$ 257,257	\$ 267,311	\$ (10,054)	-3.8%
\$ 96,071	\$ 88,788	\$ 7,283	8.2%
\$ 44,108	\$ 43,129	\$ 979	2.3%
\$ 63,426	\$ 77,418	\$ (13,992)	-18.1%
\$7,544,885	\$ 7,232,639	\$ 312,246	4.3%

CITY OF SALIDA, COLORADO
CITY SALES TAX AND COUNTY SALES TAX SHARED WITH CITY
SEPTEMBER 2024



Item 12.

This presentation of the City sales tax uses sales tax license addresses to break the data into location groups; the "downtown" group is defined as a location within the boundaries of D to I street and Sacket to 4th street excluding grocery, construction, auto supply, gasoline and furniture stores.

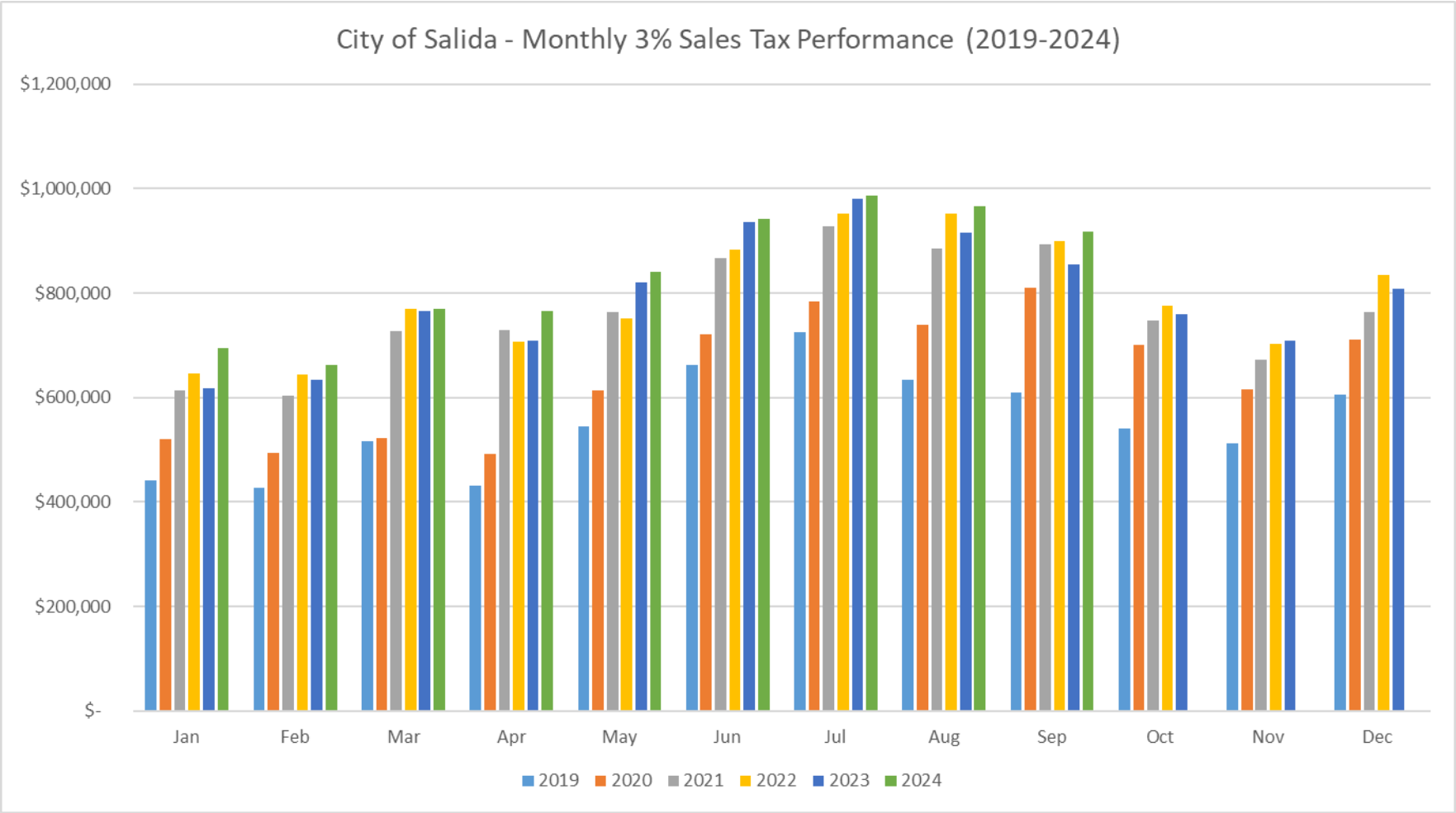
Current Month

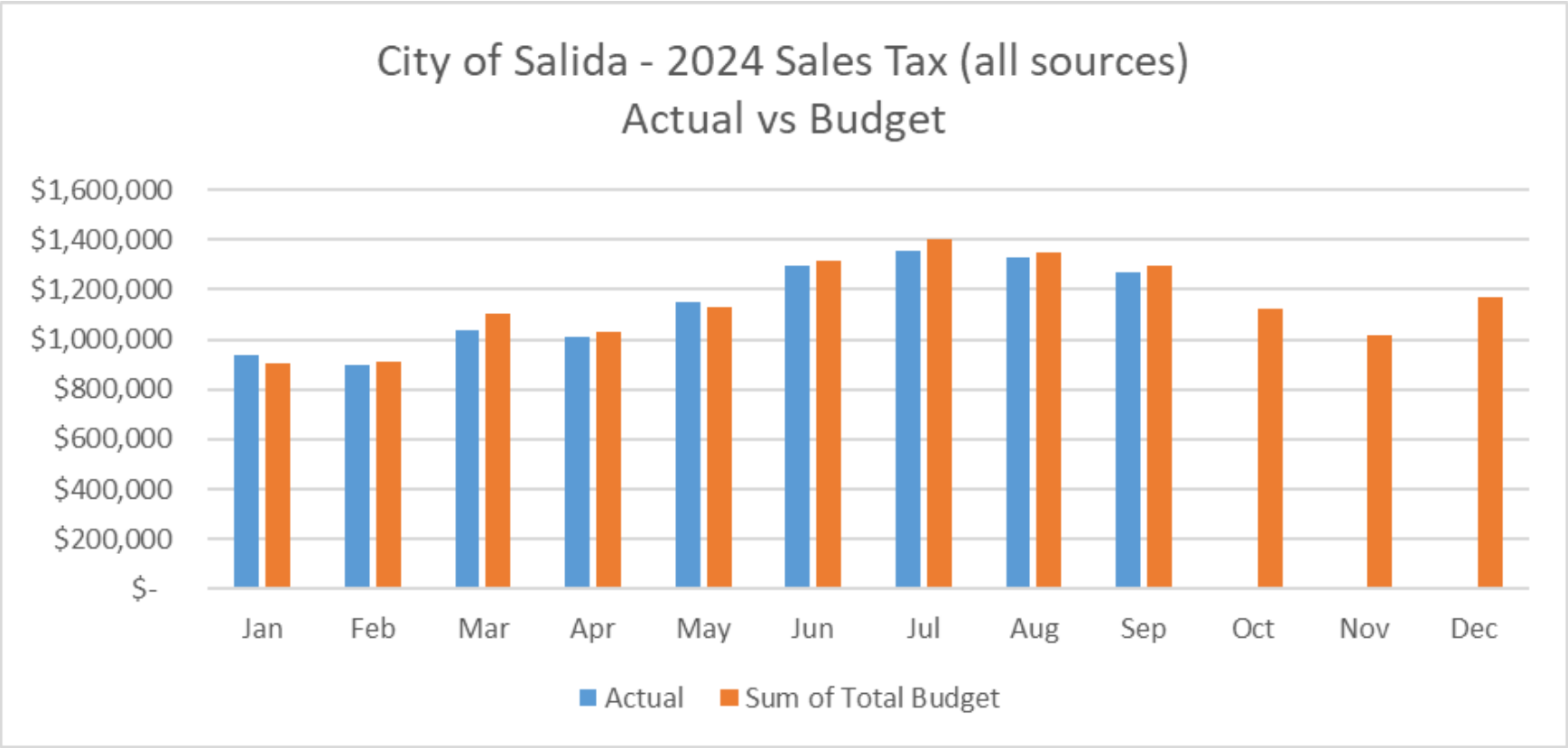
	September 2024	September 2023	2024-2023 \$ Change	2024-2023 % Change
Local, not downtown	\$ 572,807	\$ 557,662	\$ 15,145	2.7%
Downtown	\$ 151,928	\$ 124,073	\$ 27,855	22.5%
Remote	\$ 192,078	\$ 172,449	\$ 19,629	11.4%
Total	\$ 916,813	\$ 854,184	\$ 62,629	7.3%

Year to Date

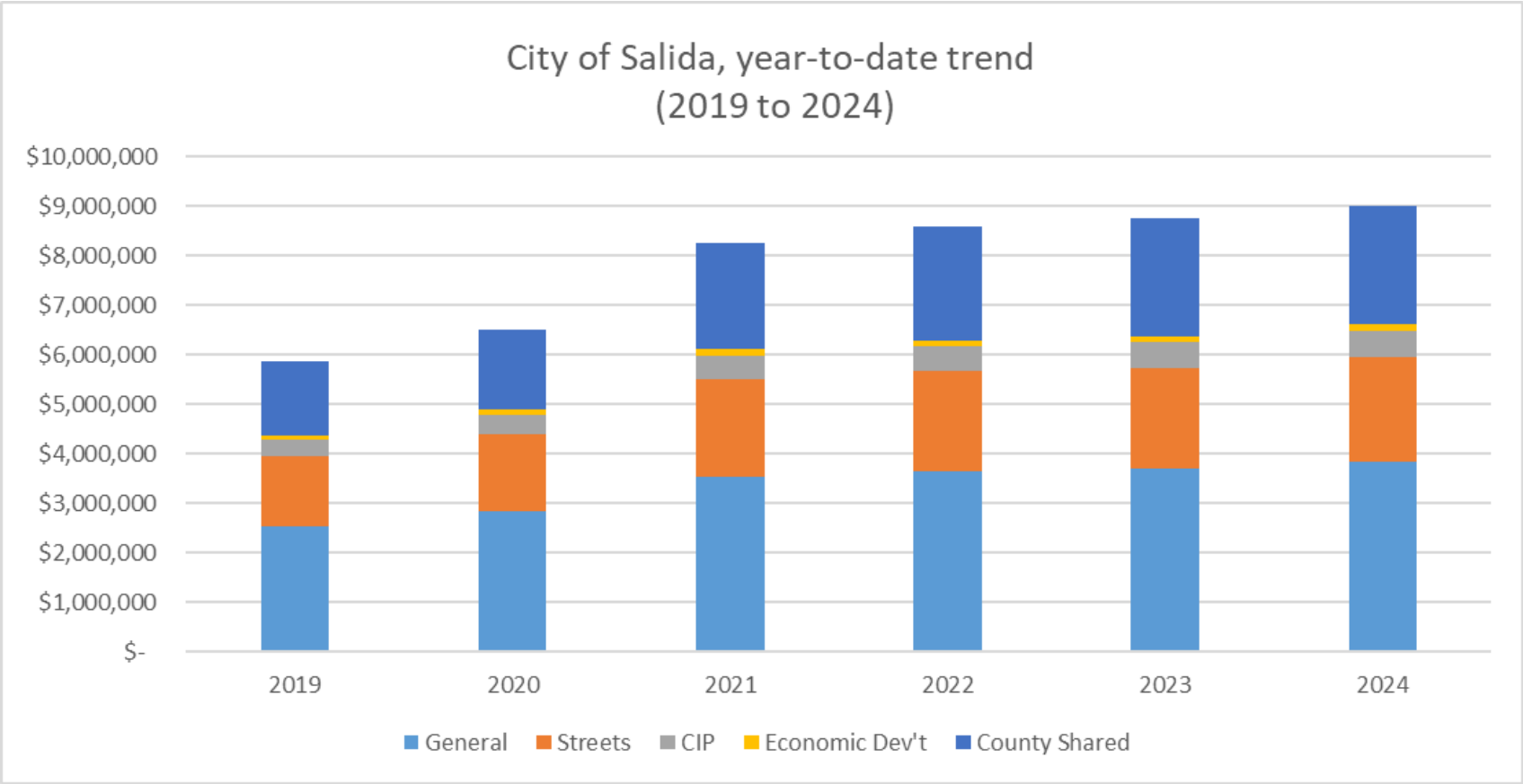
	YTD 2024	YTD 2023	2024-2023 \$ Change	2024-2023 % Change
	\$4,771,458	\$ 4,586,291	\$ 185,167	4.0%
	\$1,164,920	\$ 1,184,683	\$ (19,763)	-1.7%
	\$1,608,508	\$ 1,461,666	\$ 146,842	10.0%
	\$7,544,886	\$ 7,232,640	\$ 312,246	4.3%

CITY OF SALIDA, COLORADO
CITY SALES TAX AND COUNTY SALES TAX SHARED WITH CITY
SEPTEMBER 2024

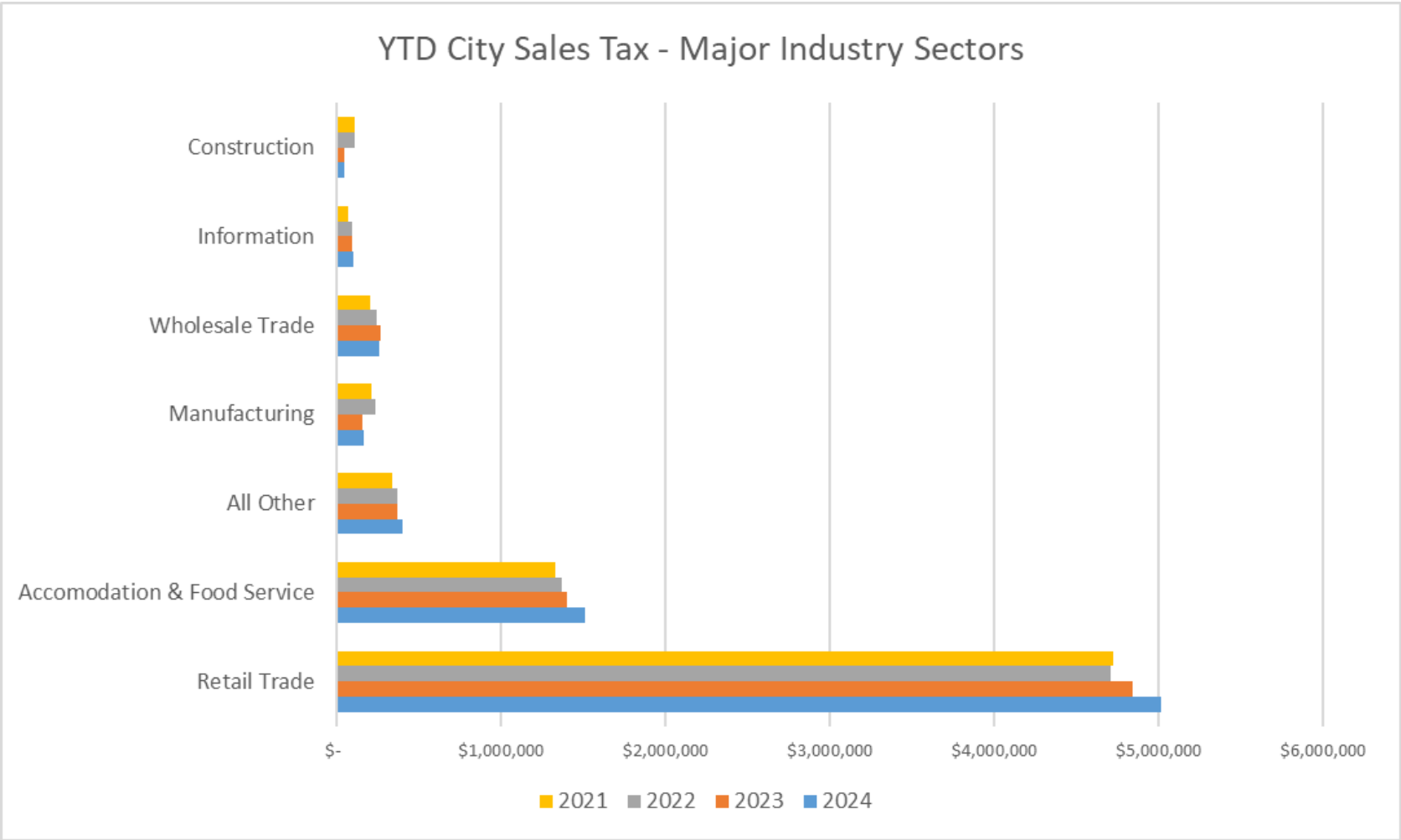


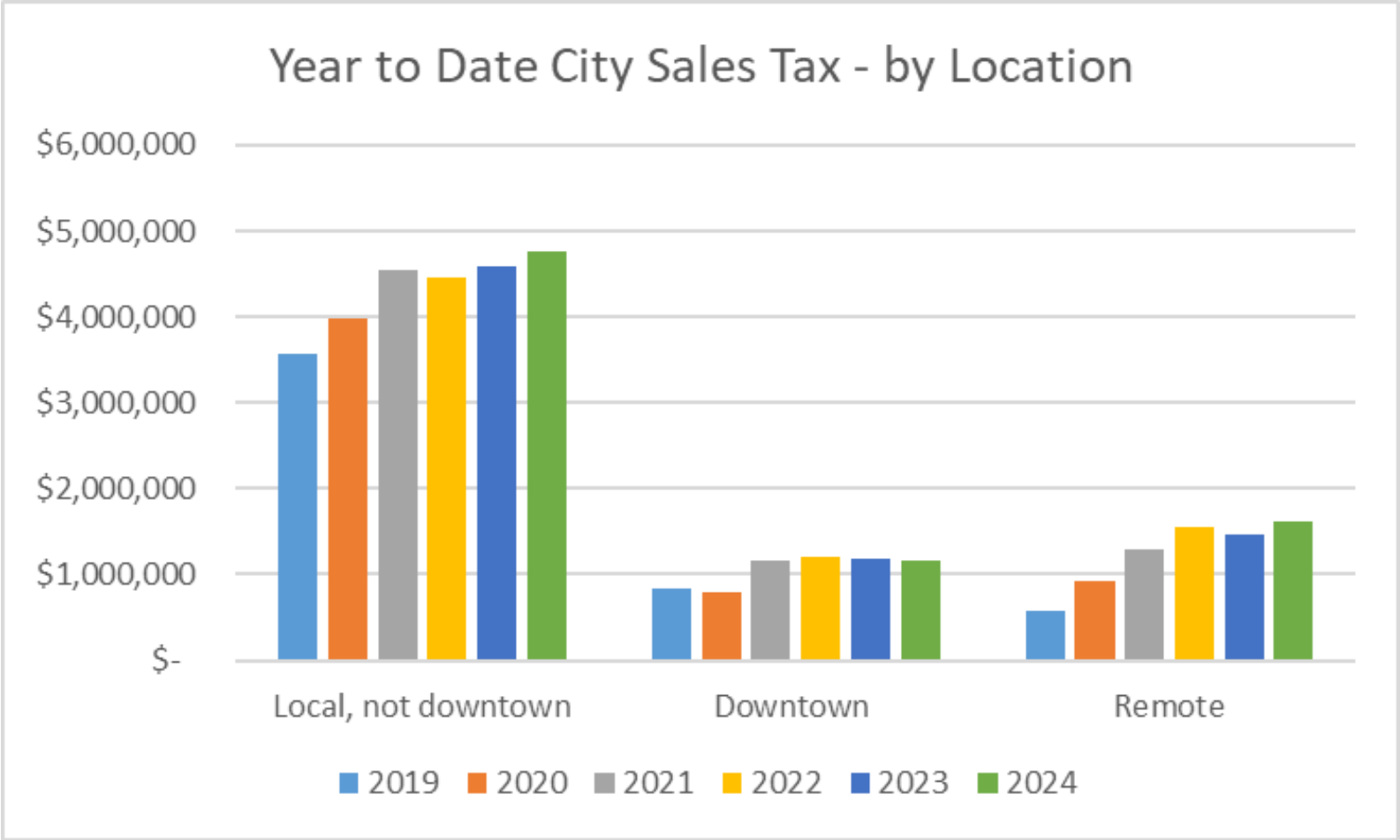


CITY OF SALIDA, COLORADO
CITY SALES TAX AND COUNTY SALES TAX SHARED WITH CITY
SEPTEMBER 2024



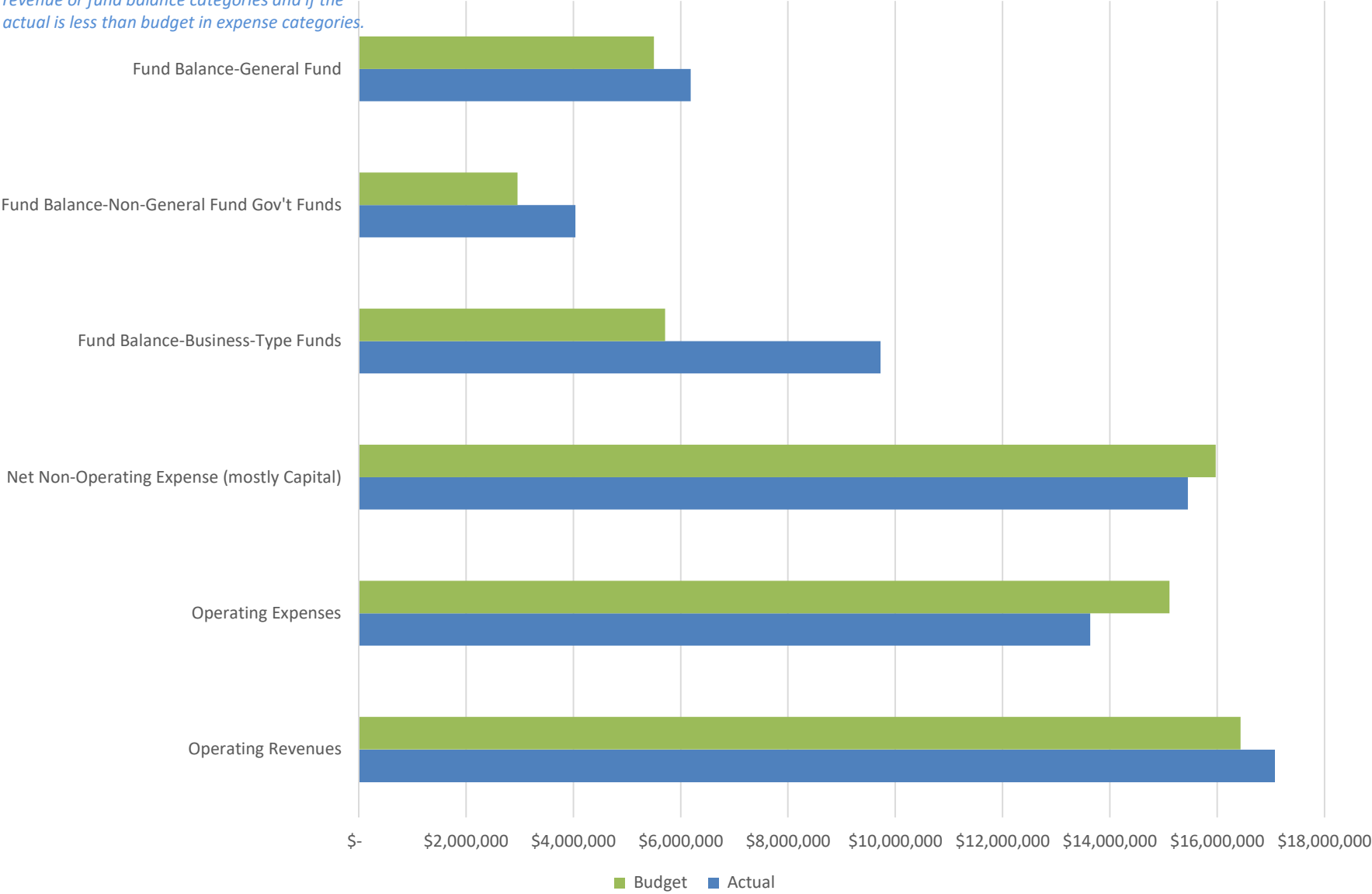
CITY OF SALIDA, COLORADO
CITY SALES TAX AND COUNTY SALES TAX SHARED WITH CITY
SEPTEMBER 2024





Note: It is generally considered "favorable" if actual (blue) is greater than budget (green) in revenue or fund balance categories and if the actual is less than budget in expense categories.

Budget to Actual Tracking-All Funds
Nine Months Ending September 30, 2024



City of Salida
Budget Tracking Analysis
Combined Funds: General and Lodging Tax Funds
Nine Months Ending September 30, 2024

Percentage of year passed:

75%

	YTD September 2023	YTD September 2024	YTD Budget *	YTD Budget Variance Favorable (Unfavorable)	Annual Budget	% Spent
1	<u>Operating Revenues</u>					
2	Tax Revenue (Sales, Lodging, Franchise fees)	\$ 4,687,966	\$ 4,847,795	\$ 5,000,291	(1) \$ (152,496)	\$ 6,722,000 72.1%
3	Fees for General Services	110,723	168,813	114,329	54,484	152,500 110.7%
4	Fines & Forfeitures	36,374	31,967	35,236	(3,269)	47,000 68.0%
5	Licenses and Permits	24,920	20,563	22,941	(2,378)	30,600 67.2%
6	County sales tax and other intergovernmental revenue	2,878,466	2,954,213	2,927,302	26,911	3,831,858 77.1%
7	Fees for Recreation & Event Services	882,566	889,121	1,041,490	(1) (152,369)	1,389,210 64.0%
8	Miscellaneous Revenue	212,692	164,926	150,353	14,573	225,550 73.1%
9	Total Operating Revenues	8,833,707	9,077,398	9,291,942	(214,544)	12,398,718 73.2%
10	<u>Operating Expenses</u>					
11	Cost of Sales	121,058	118,741	105,483	(13,258)	140,700 84.4%
12	Personnel	5,899,569	6,110,232	6,427,040	(2) 316,808	8,930,992 68.4%
13	Contracted Services	843,706	843,356	723,910	(119,446)	965,600 87.3%
14	Supplies & Materials	354,610	319,156	336,765	17,609	449,200 71.0%
15	Utilities	383,388	363,297	407,124	43,827	543,049 66.9%
16	Other Operating Costs ^	1,570,404	1,172,829	1,361,806	188,977	1,816,908 64.6%
17	Financing Obligations	177,900	472,900	472,900	(3) -	1,262,000 37.5%
18	Total Operating Expenses	9,350,635	9,400,511	9,835,028	434,517	14,108,449 66.6%
19	Revenues over (under) expenses-operating only	\$ (516,928)	\$ (323,113)	\$ (543,086)	\$ 219,973	\$ (1,709,731) 18.9%
20	<u>Non Operating Revenue and Expense ~</u>					
21	Capital Revenue	201,199	475,406	18,743	456,663	- -
22	Grant Revenue	14,999	18,089		18,089	- -
23	Net Transfers out (transfers made at year end)				-	(500,000) 0.0%
24	Capital Expenditures (\$500 - \$4,999)	(174,680)	(116,102)	(138,695)	22,593	(185,000) 62.8%
25	Capital Purchases & Improvements (\$5,000 +)	(249,282)	(342,531)	(309,251)	(33,280)	(412,500) 83.0%
26	Total (net) Non Operating Revenues & Expenses	\$ (207,764)	\$ 34,862	\$ (429,203)	\$ 464,065	\$ (1,097,500) -3.2%
27	Revenues over (under) expenses	(724,692)	(288,251)	(972,289)	684,038	(2,807,231)
28	Fund Balance at 1/1/24		6,475,626	6,475,626		6,475,626
29	Fund Balance at period end		\$ 6,187,375	\$ 5,503,337	684,038	\$ 3,668,395

* YTD budget spread evenly throughout year except as noted in (1) and (2) below

(1) Budget spread in the same (seasonal) proportion as actual collections in previous year.

(2) Salaries, FICA tax and retirement benefits within the payroll group are spread over 26 pay periods rather than evenly throughout the year.

(3) Financing Obligations budget spread based on when debt payments are due.

~ Non operating revenues and expenses are related to capital equipment or projects and interfund transfers; expenses can fluctuate greatly from month to month and are difficult to predict timing of.

^ Operating Costs includes all costs of running government not broken out in other line items to include Airport contribution, community support, staff training, subscriptions, travel costs, Repairs & Maintenance, lease expense, bank fees, advertising, publications, subscriptions, etc.

City of Salida
Budget Tracking Analysis
Combined Funds: Streets, Capital Improvement, CTF, Economic Development & Housing
Nine Months Ending September 30, 2024

Percentage of year passed: 75%

	YTD September 2023	YTD September 2024	YTD Budget *	YTD Budget Variance Favorable (Unfavorable)	Annual Budget	% Spent
1	<u>Operating Revenues</u>					
2	Tax Revenue	\$ 3,304,071	\$ 3,436,488	\$ 3,516,080 (1)	\$ (79,592)	\$ 4,818,000 71.3%
3	Fees Services	32,574	57,981	44,982	12,999	60,000 96.6%
4	License & Permits	226,600	197,000	119,952	77,048	160,000 123.1%
5	Highway Users Tax & other intergovernmental revenues	216,588	252,740	234,656	18,084	313,000 80.7%
6	Miscellaneous Revenue	5,343	479,470	1,000	478,470	1,000 47947.0%
7	Total Operating Revenues	\$ 3,785,176	\$ 4,423,679	\$ 3,916,670	\$ 507,009	\$ 5,352,000 82.7%
	<u>Operating Expenses</u>					
8	Personnel	384,536	392,307	380,502 (2)	(11,805)	529,199 74.1%
9	Contracted Services	484,643	273,529	1,286,485	1,012,956	1,716,000 15.9%
10	Supplies & Materials	36,606	36,743	51,729	14,986	69,000 53.3%
11	Other Operating Costs ^	237,755	285,596	363,979	78,383	485,500 58.8%
12	Total Operating Expenses	\$ 1,143,540	\$ 988,175	\$ 2,082,695	\$ 1,094,520	\$ 2,799,699 35.3%
13	Revenues over (under) expenses-operating only	\$ 2,641,636	\$ 3,435,504	\$ 1,833,975	\$ 1,601,529	\$ 2,552,301 134.6%
14	<u>Non Operating Revenue and Expense ~</u>					
15	Grant Revenue		640,611	3,054,656	(2,414,045)	4,074,505 15.7%
16	Capital Revenue		1,333,245	- (3)	1,333,245	-
17	Net Transfers In (transfer made at year end)				-	500,000
18	Capital Purchases & Improvements (\$5,000 +)	(5,214,360)	(17,545,401)	(18,099,257)	553,856	(24,141,999) 72.7%
19	Total (net) Non Operating Revenues & Expenses	\$ (5,214,360)	\$ (15,571,545)	\$ (15,044,601)	\$ (526,944)	\$ (19,567,494) 79.6%
20	Revenues over (under) expenses	(2,572,724)	(12,136,041)	(13,210,626)	1,074,585	(17,015,193)
21	Fund Balance at 1/1/24		16,172,752	16,172,752		16,172,752
22	Fund Balance at period end		\$ 4,036,711	\$ 2,962,126	1,074,585	\$ (842,441)

* YTD budget spread evenly throughout year except as noted in (1)

(1) Tax revenue budget spread in the same (seasonal) proportion as actual collections in previous year.

(2) Salaries, FICA tax and retirement benefits within the payroll group are spread over 26 pay periods rather than evenly throughout the year.

(3) The 2024 budget includes \$16,440,000 in COPS proceeds that were actually received in 2023 and sitting in reserves at year end. This report does not show budgeted proceeds.

~ Non operating revenues and expenses are related to capital equipment or projects including interfund transfers; expenses can fluctuate greatly from month to month and are difficult to predict timing of. 2023 includes the cost of a firestation project that will not begin until later in the year.

^ Operating Costs includes all costs of running government not broken out in other line items to include Repairs & Maintenance, lease expense, training, subscriptions, etc.

Percentage of year passed:

* YTD budget spread evenly throughout year except as noted in (1) and (2)

(1) Salaries, FICA tax and retirement benefits within the payroll group are spread over 26 pay periods rather than evenly throughout the year.

(2) Financing Obligations budget spread based on when debt payments are due.

~ Non operating revenues and expenses are related to capital equipment or projects, expenses can fluctuate greatly from month to month and are difficult to predict timing of.

[^] Operating Costs includes all costs of running government not broken out in other line items to include insurance, repairs & maintenance, lease expense training, etc.



DEPARTMENT UPDATES

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

Administration and Human Resources

- Multiple assessments are underway to assist in meeting our 2025 operational goals. These include a Financial Sustainability Assessment related to Parks, Recreation, Arts and Cultural Services; Facilities Assessments; establishment of a 360 Review for Council-appointed positions; and a staffing analysis for each department. Combined, these processes will ensure we are utilizing City assets fairly and equitably.
- Staff continues to review various agreements with other entities, including, but not limited to, Chaffee County, the Greater Salida Recreation Corporation, Visionary Broadband and Atmos Energy.

Arts and Culture

- SteamPlant & Scout Hut
 - Working to troubleshoot our theater projector
 - Instituting multiple blackout dates in Nov, Dec and Jan for housekeeping and building maintenance
- Events and Engagement
 - Community events November are some of the biggest or longest-running of the season – Kickoff to Winter; Warren Miller Film Screening; Salida's Next Last Waltz; Walden Chamber Music Concerts; Alpine Orchestra; Winter Farmers Market
 - Announced a Call For Artist Vendors for annual Holiday Popup Art Market; reducing it from two days to one day (Dec 14)
- Public Art
 - Community Mosaic Project is wrapping up for the year and will resume after the new year; install and ribbon cutting slated for late Spring
 - Large art installation "Early Morning Walk" is looking to start on Nov 20 with sculpture sighting for concrete pads.

City Clerk

- Processed 6 CORA requests. We have processed 74 CORA requests so far in 2024.
- Processed 4 amplified sound permits for a total of 178 permits issued this year.
- Processing one new liquor license, two liquor license transfers, and several Liquor License renewals.
- Processed one Marijuana license renewal.
- The November Municipal Court had 50 cases.
- CORA software to be installed in December and implemented January 1st
- Beginning in January our Agenda and Packet software will be updated to meet the Accessibility requirements. Once I have the schedule of training on the updated software we will have a training at our Council work session January 6th. The agendas will look the same but navigating the packets will be a little different.

Community Development

- No report for the month

Finance

- Council will be asked to approve a budget amendment at their November 12 regular meeting to allow for final spending approval on spending changes made during the year.



DEPARTMENT UPDATES

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

- Work is underway on the 2025 budget document.
- Staff is gearing up to assist with the data collection for the financial sustainability strategy study with 110 Percent consulting. We are optimistic that although painful, this process will be an important tool in helping the City best manage their limited resources.
- An RFP will be issued to explore financial municipal advisory services to explore what our options are.

Finance Office - Key Operating Metrics - 2024

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
Number of front desk customers served	264	212	167	212	214	154	255	241	209	246
Number of invoices paid	364	328	338	443	353	353	472	402	387	415
Number of utility bills processed	4,261	4,263	4,268	4,270	4,292	4,298	4,315	4,328	4,330	4,335
Number of online utility payments received	2,704	2,725	2,778	2,746	2,769	2,805	2,780	2,855	2,823	2,773
Number of delinquent utility accounts processed	325	383	397	294	371	374	334	375	330	487
Number of journal entries prepared	90	75	87	59	59	47	46	55	36	56
Number of payroll checks processed	456	341	321	478	314	317	387	329	313	321
Number of utility service orders processed	183	94	95	85	78	48	94	64	78	116
Number of new construction utility accounts set up	22	21	10	7	5	5	4	12	6	4
Number of Accounts Receivable billings	39	36	50	54	51	43	48	36	43	40

Fire

- **New Fire House Update** – The Salida Fire Department’s new fire house is progressing well and remains on schedule, with only minor weather-related delays—something we all expect in Colorado! Currently, the building’s painting is nearly finished, and cabinet installation is underway. Flooring will be completed this week, bringing us closer to our move-in. The final construction steps include setting up the training tower components, completing grading and cement work, and finishing the kitchen and cabinetry. Landscaping will be installed in the spring to give new plants the best chance to thrive. We’re looking forward to the completion of our new fire house, which will enhance our ability to serve the Salida community.



- **Salida Firefighters Support Ride Right Bicycle Program** – Salida Firefighters were proud to assist with this year’s Ride Right bicycle program, hosted by Absolute Bikes. The program is designed to encourage healthy habits and real-world riding skills for our Salida 4th graders, giving young riders the knowledge and



DEPARTMENT UPDATES

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

confidence to navigate safely. As part of the event, students participated in a safety program and bike rodeo, where they practiced essential skills and learned about road safety. To ensure every child is equipped to ride safely, free helmets were also provided. Our firefighters take pride in supporting Salida's youth and are always glad to be part of programs that empower and educate our young community members.



- Salida Fire Department Drivers Now State Driver Operator Certified** – Chief Jonke has prioritized enhancing our department's driving capabilities, ensuring that all Salida Fire Department drivers are now officially Driver Operator certified through the state. This accomplishment, made possible with the assistance of grant funding, reflects a significant step forward in our commitment to safety and operational excellence. By achieving this certification, our department not only improves the safety of our team and the public but also reinforces the high standards and training that Chief Jonke continually promotes within our ranks. This certification aligns with our department's focus on professional development and readiness, setting a solid foundation for safer and more effective responses.



DEPARTMENT UPDATES

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



- Reserve Firefighter Program Expands** – Chief Jonke’s initiative to expand the Reserve Firefighter Program has brought new energy and support to the Salida Fire Department. Our reserve firefighters are dedicated individuals who volunteer their time and effort to serve the community, often balancing this commitment with busy personal and professional lives. We’re fortunate to welcome a diverse group of reserves—some are experienced firefighters from other departments, while others are just beginning their training in the fire service. Regardless of experience, each reserve member plays an important role in our department’s mission, and we’re grateful to have them as part of our firefighter family. Hats off to these dedicated individuals for their service!

Parks and Recreation

- Parks**
 - New hire snow route graining
 - Trained with Public Works for an on call training
 - Put finishing touches on the Salida Skillz Area
 - Winter restroom hours are in effect for daylight working hours only
- Aquatics**
 - Fall swim lessons will be wrapping up on November 23. There were 62 participants and 35 on the waitlists.
 - Salida High School Girls’ Swim Team will start practice on November 18 and will use three lanes.
 - SHSAC joined Soakember, which is a celebration of hot springs and the soaking culture in November. We celebrated by offering free classes, activities and events. We have 135 people signed up so far.
 - SHSAC invites local businesses to join our Community Partnership Pass Program. Purchase discounted day passes at a special rate and resell them to your customers for a profit or offer them as a unique perk.
 - We are closed on November 28th all Day. Our hours on November 29th are 8 am – 4 pm.



DEPARTMENT UPDATES

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

- Recreation
 - Youth basketball Registration closes December 15 and we have 146 participants signed up so far. Games are every Sunday Jan 26– March 2. Participants are grades k – 6. K Costs \$70/participant, and 1-6 cost \$80 for the whole season. We are still looking for youth basketball coaches! You don't have to be a parent to be a volunteer coach.
 - Youth Football finished at the end of October
 - Heart of the Rockies Halloween was a success!
 - The 10k-a-day step challenge is happening right now! You can join at any time.
 - All 5 sessions of Field trip Friday filled for the fall/season. The last day is November 22. We had 5 days with a total of 65 participants.
 - Registration for Youth Wrestling, Adult Dodgeball, Adult Drop in Basketball, Adult drop in Volleyball and women's volleyball leagues will be opening soon. They all start after the beginning of February and more info will be coming.
 - The new year's day 5k will be happening again on January 1st. Registration will be \$15 with an optional \$20 shirt purchase.
 - We will be offering sponsorships for our youth leagues, adult leagues and events in 2025. The sponsorship packet should be done soon.
 - Our youth volleyball camp for 1 – 6 graders is full with 48 participants and will start November 20.
- Facilities
 - Roof Top HVAC Unit replaced at the Steam Plant Theater.
 - Coordinating with Steam Plant staff to maximize their storage space.
 - New Furnace approved for Public Works Facility.
 - Working with Johnson Controls for new as-built – existing conditions assessment of Toubert
- Events
 - Holiday Park
 - Date(s): set-up started 11/1, lights will be on starting 11/29, clean-up on 1/10
 - Location: Riverside Park
 - Parade of Lights
 - Date: Friday 11/29
 - Time: 6pm (staging starts at 5pm)
 - Location: F St from 8th to Riverside Park
 - NYD5K
 - Date: Wednesday 1/1
 - Time: 8am – 11am
 - Location: TBD (still working on a couple of race course options)

Police

- We had 1,113 calls for service in October.
- Thanks to the community, we had a successful fundraiser for Shop with a Cop. We will be taking 24 4th Grade kids shopping in early December.



DEPARTMENT UPDATES

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

- We are all set to send two to the Police Academy in January. Once they finish, they will begin the field training process. If all goes well, they will be released and by themselves around August of 2025.
- We have been working on the plans for the new Police Department and they are just about complete. We will set up a day in the near future so you can see how well this new space is going to work for us.

Public Works

- Planning and Construction
 - Streets
 - Oak Street – Signage and final concrete underway for Phase 1. Winter construction closure.
 - SRTS CDOT Local Agency Project - Final FOR plans submitted to CDOT. Bid Spring 2025 TBD.
 - West SH-291 Improvements – Preliminary design (FIR) meeting with CDOT in Salida on 11/4.
 - Utilities
 - Rate Study drafting by Ehlers underway.
 - Other CIP Items
 - South Ark Neighborhood – Design parameter assistance and survey/Geotech underway.
 - Get lifts and other fleet items ordered for setting up fleet division at the Multi-Use Facility.
 - Conducting interviews for Fleet Manager
- Operations
 - Streets
 - Snow plow equipment prep and basic maintenance related to plowing.
 - Tree pruning project underway. 2024 focus is structural pruning to 10-20 year adopt a trees.
 - Asphalt crack sealing project underway.
 - Utilities
 - WTP staff building framework for asset management software for treatment plant
 - WWTP staff work on controls and programming upgrades for biosolids equipment.
 - WWTP hiring and training of new staff member.
 - Field Utility staff focusing on-line cleaning and inspection for fall (Poncha service area)



DEPARTMENT UPDATES

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



Figure 1 - Oak St. Paving