



CITY COUNCIL REGULAR MEETING

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

September 15, 2020 - 6:00 PM

Please register for Regular City Council Meeting

<https://attendee.gotowebinar.com/register/2923586433681497360>

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

AGENDA

CALL TO ORDER

Pledge of Allegiance

Roll Call

Civility Invocation

Community Updates

CONSENT AGENDA

1. Approval of Agenda
- [2.](#) Approval of Meeting Minutes - September 1, 2020
- [3.](#) Approval of Special Event Liquor License for Take Me Out to a Picnic
- [4.](#) Approval of 2020 Centennial Park and Holman Avenue Improvements Project
- [5.](#) Approval of WWTP Drying Beds Improvement Project

CITIZEN COMMENT— Three (3) Minute Time Limit

- [6.](#) - Citizen Letters

PROCLAMATIONS

UNFINISHED BUSINESS / ACTION ITEMS

- [7.](#) Resolution 2020-28 - A Resolution of the City Council for the City of Salida, Colorado Approving the Development Agreement for the Salida RV Resort

NEW BUSINESS / ACTION ITEMS

- [8.](#) Resolution 2020-31 - Establishing Intergovernmental Agreement for the Chaffee County Multijurisdictional Housing Authority

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

- [9.](#) Resolution 2020-32 – Amending and Readopting a Civility Invocation, and Proclaiming the City of Salida as a Hate-Free Zone and Celebrating Diversity and Encouraging Tolerance and Respect
- [10.](#) Agreement Between the City of Salida and the Chaffee County Community Foundation to Provide Coronavirus Relief Funding to Non-Profit Organizations

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Council Reports

Critelli, Kasper, Pappenfort, Pollock, Shore, and Templeton

Treasurer Report

- [11.](#) - August Budget Tracking
- July 2020 Sales Tax Report

Staff Reports

- [12.](#) September Staff Reports

BOCC Report

- [13.](#) August Update and Housing Report

EXECUTIVE SESSION

14. Pursuant to C.R.S. Section 24-6-402(4)(a) Concerning the Purchase, Acquisition, Lease, Transfer, or Sale of any Real, Personal, or other Property Interest; Pursuant C.R.S. Section 24-6-402(4)(b) to Conference with an Attorney for the Purposes of Receiving Legal Advice on Specific Legal Questions; and Pursuant to C.R.S. Section 24-6-402(4)(e) to Determine Positions Relative to Matters that may be Subject to Negotiations, Developing Strategy for Negotiations, and Instructing Negotiators, with the following additional details for identification purposes: Regarding a Housing Project
15. Pursuant to C.R.S. Section 24-6-402(4)(b) to Conference with the City Attorney for the Purposes of Receiving Legal Advice on Specific Legal Questions, with the following additional details for identification purposes: Regarding waiving a potential conflict of interest.

ADJOURN

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City Clerk | Deputy City Clerk

Mayor P.T. Wood

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CITY COUNCIL REGULAR MEETING

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

September 01, 2020 - 6:00 PM

MINUTES

CALL TO ORDER

Pledge of Allegiance

Roll Call

PRESENT

Council Person Alisa Pappenfort

Council Person Dan Shore

Council Person Harald Kasper

Council Person Jane Templeton

Council Person Justin Critelli

Council Person Mike Pollock

Mayor PT Wood

Treasurer Merrell Bergin

Civility Invocation

CONSENT AGENDA

Motion made by Council Person Pappenfort to combine and approve the Consent Agenda, Seconded by Council Person Shore.

Voting Ye: Council Person Pappenfort, Council Person Shore, Council Person Kasper, Council Person Templeton, Council Person Critelli, Council Person Pollock

1. Approval of Agenda
2. Approval of Meeting Minutes - August 18, 2020
3. Approval of CORE Act Letter

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.

4. Approval of Hunting/Fishing License Requirement to Access State Wildlife Areas Letter to Colorado Parks & Wildlife Commission
5. Approval of 2020 Stormwater Improvements Project
6. Approval of Salida Bike Fest

CITIZEN COMMENT – Three (3) Minute Time Limit

Letters from Jennifer Swan and Jeannine Walters were entered into the public record. Nick Ryder, Jimmy Sellars, Laura Wheeler, Janie Hayes, Shae Whitney, David Braines, Brinkley Messick, and Sawyer Cliff spoke about their concern with the recent vandalism of PRIDE, Black Lives Matter, and Mask signs and flags. They believed these actions amounted to hate crimes and asked the City to take action and denounce the vandalism.

PROCLAMATIONS

9. George Blake Day - September 13, 2020

Wood read the Proclamation and declared September 13, 2020 as George Blake Day in Salida, Colorado.

10. Bike to Work Week - September 21-27, 2020

Wood read the Proclamation and declared September 21 through September 27, 2020 as Bike to Work Week in Salida, Colorado.

NEW BUSINESS / ACTION ITEMS

11. Declaration of Extension of State of Local Emergency - COVID-19 Action Plan Implementation

Motion made by Council Person Kasper to approve a Declaration of extension of Local State of Emergency to implement the City of Salida's COVID-19 Action Plan, extending until October 7th, 2020, Seconded by Council Person Shore.

Voting Yea: Council Person Pappenfort, Council Person Shore, Council Person Kasper, Council Person Templeton, Council Person Critelli, Council Person Pollock

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Council Reports

- Shore thanked everyone that spoke during public comment. He relayed that he knew he had benefited from white privilege. He asked City Administrator Drew Nelson to draft a Proclamation denouncing hate and vandalism. He asked the public to refrain from attacking Police Chief Russ Johnson.

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- Templeton echoed Shore's comments regarding Johnson and expressed her belief that he is committed to fairness and has a strong work ethic. She also reminded the public that Fiber Fest would happen virtually the next week.
- Pappenfort shared a story explaining that she left the South due to racism and asked Nelson to draft a Proclamation. She also asked that we look at creating a vehicle idling ordinance.
- Pollock said he would like the City to declare the City of Salida as a "safe space". He discussed the current political atmosphere, inflammatory and divisive rhetoric and expressed his commitment to supporting individuals across the political spectrum. He asked the City to review a policy proposal that would offer preferential hiring for locals. He thanked all those that spoke and said he wanted to create a hunting season for the city deer.
- Critelli asked Nelson to prepare a Proclamation stating that hate has no home in Salida.
- Kasper thanked everyone that spoke during public comment. He also stated that he understood that he had benefited from white privilege. He also asked that a Proclamation be drafted.
- Wood thanked everyone that spoke during public comment and apologized for not being more vocal with his concern with the vandalism of flags and signs supporting PRIDE, Black Lives Matter and Mask.

Treasurer Report

- Bergin recommended outreach to the schools and Restorative Justice to address the spate of vandalism.

ADJOURN

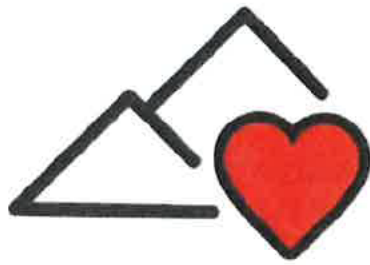
Adjourned at 7:17 p.m.



City Clerk | Deputy City Clerk

Mayor P.T. Wood

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SALIDA COLORADO CHAMBER of COMMERCE

Item 3.

406 W. Hwy. 50 • Salida, CO 81201 • (719) 539-2068 • Fax (719) 539-7844
www.salidachamber.org • email: info@salidachamber.org

August 25, 2020

To: Mayor PT Wood and The Salida City Council
448 E. First St.
Salida, CO 81201

Attn: Erin Kelley
City Clerk
City of Salida

Re: Thank you Picnic
September 18, 2020
3:00 p.m.-5:00 p.m.

Mayor PT Wood and The Salida City Council,

The Salida Chamber of Commerce requests the use of Alpine Park for a local centric picnic called, Take me out to a Picnic, slated for Friday, September 18 from 3:00 p.m. to 5:00 p.m. We are requesting the private use and closure of the North end of Alpine Park from noon until ending at 5:30 p.m. We are not requesting any street closures.

Adhering to social distancing, there will be a variety of reserved seating for hosting two persons per table. Signage will be throughout; Five Commitments to Containment.

Set up at Alpine will begin at noon and the event will begin at 3:00 p.m. We are requesting permission to host food, canned beer and canned wine. The catered food will be prepared at the Chaffee County Fairgrounds, then transported prior to picnic for delivery to tables of two, via gloved and masked staff. We will encircle the reserved park area with metal fencing from City of Salida Public Works, to confine all food and alcohol consumption to the park area only. We will have all elements of the event cleared from the area by 6:00 p.m., and all areas will be cleaned of any debris.

Street Closures & Coned Off Parking Spaces

September 18th: Cone off Parking Spaces along Fourth Street from E to F Streets beginning at noon for unloading of tents, tables, port-a-potties, portable stage, and Salida Circus 20x20 performance rig. Vehicles will exit upon completion of unloading and return at 5p.m. to reload and exit.

We will be using the park, except for the playground for seating, with amplified sound for live music (David Tipton playing the Chapman Stick) and emcee speaker from 3:00 p.m. to 5:00 p.m. There will not be music past 5:00 p.m. We will also be using the power box for caterer, as needed.

We will have three port-a-potties (1 ADA unit), with two hand wash stations, along Fourth Street side of park on the sidewalk, enclosed in fencing. As well, we will have mobile sanitize station at entrance and at stage area which will be in the center of the picnic area.

We will have 6 -64-gallon large totes for recycle/trash via Waste Management.

Emergency services will be notified of the event. If required, we will provide security in the park to ensure an orderly event.

If you need anything else from the Chamber, or have any questions regarding this event, please do not hesitate to ask. Please phone us at 539-2068.

Thank you for your time and consideration.

Sincerely,

Lori Roberts
Executive Director
Salida Chamber of Commerce
lori@salidachamber.org
www.salidachamber.org
719.539.2068 o
719.221.3366 c



City of Salida
Multiple Vendor Event Permit Application

Date of Application August 25, 2020

Event Name: Take me out to a Picnic

1. Event location(s): Alpine Park

2. Date(s) & times(s) of event: Friday, September 18, 3p - 5p

3. Individual or organization sponsor(s): Heart of the Rockies Chamber of Commerce
Address: 406 W. Highway 50, Salida Colorado 81201
Phone: 719-539-2068 E-mail: lori@salidachamber.org

4. Contact Person: Lori Roberts
Phone: 719-539-2068 E-mail: lori@salidachamber.org

5. List Participating Vendors:
REQUIREMENT: PROVIDE A COPY OF THE CURRENT STATE LICENSE FOR EACH VENDOR
Kalamata Pit Catering is providing food. Will get copy of required documentation.



PARK RESERVATION APPLICATION

Check the park:

- Riverside/Band Shell
- Chisholm
- Centennial
- Alpine
- Other _____

Please check the appropriate box:

Application A: PRIVATE PARTIES

Application B: EVENTS TO WHICH THE PUBLIC IS INVITED THAT MAY REQUIRE PERMITS FOR: Street Closures, Alcohol, and/or Amplified Sound

Attach Addendum A

This Application must also be accompanied by a cover letter to Salida City Council explaining details of the event. Please also attach an event site plan including venues, street closures, parade/race routes, emergency vehicle access routes, portable toilets placement, vendor booths, etc. Outline on site map where alcohol will be distributed.

Application C: POLITICAL RALLIES, MEMORIAL SERVICES, AND SHORT NOTICE EVENTS

Attach Addendum A

For Staff Use Only

Park: _____

Date of Event: _____

Receipt # and Date _____

Entered on Google calendar: _____

Staff Initials: _____

Deposit Refunded Date and staff initials: _____

Contact Person: _____

Item 3.

Plans for proposed Activity: (include time schedule, venue for events, speeches, entertainment, as applicable)

Take me out to a picnic
3-5 p.m.
Food, canned wine & beer, entertainment

1. Event Location(s): Alpine Park

2. Date and Time of Event: Friday, Sept 18, 2020 3-5 p

3. Estimated number of people: 150

4. Contact Person: LORI ROBERTS Telephone: 714 534 2068
 Address: 406 W. Hwy 50 Salida, Co 81001 Email: lori@salidachamber.org

5. Individual or Organization Sponsor(s) if applicable: None
 Address: _____ Email: _____
 Telephone: _____

6. Will you need electricity? Yes No _____ A \$10 fee will be charged for events requiring Electricity. If yes, for what purpose? Food vendor (maybe)

7. Will you need water? Yes X No _____

8. Will there be amplified sound? Yes X No _____
If yes, please fill out the Amplified Sound Permit.

8. Will you be renting portable toilets? Yes X No _____
County Health policy requires 1 toilet per 50 people. Events with over 100 attendees **must** have additional portable toilets. (Local providers are: CP's Portables (719) 539-4985.)

9. Will you be renting trash/recycling containers? Yes X No _____
Events with 50 or more participants require a professional trash service. You are responsible for trash removal during and after your event. Local trash company: Waste Management (719) 539-6911.
We encourage recycling for all events. Contact Angel of Shavano Recycling at (719) 207-1197 to arrange for recycle bins at your event. **If clean-up is not satisfactory, damage deposit may not be refunded.**
Fees are to be paid to the company providing services.

Application Fees

Required Fees for Application A, B and C:

Park Fees: 100 \$50/4 hours or \$100/park/day or \$200/park/day if park is used overnight (fencing or tents are kept up) All parks **except** Chisholm Park

Park Fees: _____ \$25/hour or \$125/day **Chisholm Park Only**. The permit holder must pick up and sign for the Chisholm keys at the Salida Hot Springs Aquatic Center

Damage Deposit: 75 \$75 All parks **except** Riverside. Damage deposits must be paid by credit card.

Damage Deposit: _____ \$150 Riverside Park/Band Shell. The permit holder must pick up and sign for the band shell key at the Salida Hot Springs Aquatic Center prior to the event. Damage deposits must be paid by credit card.

Additional Fees as applicable:

Electricity Fees: 10 \$10/day

Liquor Permit: 100 Make out **one** check:
\$100 to the City of Salida (Paid to the Deputy City Clerk)

Multiple Vendors: 75 \$75 to the City of Salida
\$20 per vendor to the City of Salida (Paid to the Deputy City Clerk)
*

Total Fees: 360⁰⁰ *already paid other than for the one food vendor* Caterer, Kalumatapit*

Park fees may be paid by checks made to the City of Salida
Damage Deposits must be paid by Credit Card

By signing below, I acknowledge that I have read and agree to abide by all Provisions for Park Rentals and Park Rules.

Lori F. [Signature]
Signature

8 . 25 . 20
Date

Pre-event Checklist

Application A	Application B	Application C
<ul style="list-style-type: none"> ○ Fees Collected <ul style="list-style-type: none"> ● Park Fees ● Damage Deposit ● Electricity ○ Trash Removal arranged ○ Portable Toilets arranged ○ Amplified Sound Permit 	<ul style="list-style-type: none"> ○ Event Insurance: Fax copy to City Hall 719-539-5271 and SHSAC 719-539-7708 ○ Fees Collected <ul style="list-style-type: none"> ● Park Fees ● Damage Deposit ● Electricity ● Liquor-City ● Liquor-State ○ Trash Removal arranged ○ Portable Toilets arranged ○ Amplified Sound Permit ○ Liquor License ○ Sales Tax License ○ Food Vendor's License ○ Street Closure Petition ○ Pre-event meeting scheduled for: _____ 	<ul style="list-style-type: none"> ○ Fees Collected <ul style="list-style-type: none"> ● Park Fees ● Damage Deposit ● Electricity ● Liquor-City ● Liquor-State ○ Trash Removal arranged ○ Portable Toilets arranged ○ Amplified Sound Permit ○ Liquor License ○ Sales Tax License ○ Food Vendor's License ○ Street Closure Petition ○ Pre-event meeting scheduled for: _____

Addendum A For Applications B and C

1. Do you plan on using any portion of the Salida Trail System (STS)? Yes No
If yes, describe when, how and where: _____

2. Will any food or merchandise be sold? Yes No
If yes, **FOOD AND SALES TAX LICENSES MUST BE OBTAINED.** Contact the Colorado Department of Revenue for sales tax licenses at (303) 232-2416, and the Chaffee County Public Health Department for food licenses at (719) 539-2124.
Vendors must have a fire extinguisher on site. Vendor booths are subject to inspection by the Salida Police and Fire Departments.

3. Will alcoholic beverages be sold and/or dispensed at your event? Yes No
If yes, please fill out the Application for Special Events Permit and submit it along with the necessary fees. A State of Colorado Special Event Liquor License permit is ONLY issued to incorporated non-profit organizations. **EVENTS REQUIRING ALCOHOL LICENSES MUST SUBMIT THEIR APPLICATION AT LEAST 90 DAYS IN ADVANCE OF THE EVENT.**

4. Are street closures proposed for your event? Yes No
If yes, where and when? _____
If yes, it is your responsibility to circulate and submit a petition signed by abutting residents/merchants as to their support or non-support of the closure.

5. Will you require any law enforcement services specific for your event? Yes No *off required*
If yes, for what purpose (security, traffic, parking or public control, Salida Trail System crossings, etc.?) _____

Dates and times officers needed? _____

6. Where do you plan for people to park for your event? *in and around Alpine, downtown*

7. For large events, please explain your Emergency Action Plan, including First Aid Stations, Communication and public safety agencies. Attach an additional sheet if needed.

see attached

8. Will you need event insurance? Yes No
Events to which the PUBLIC is invited require insurance. Please refer to #11 under Provisions for Park Rentals and Park Rules. Proof of insurance will be required with this application and must list the City as an additional insured party.

9. Please list any other needs or requirements that have not been covered. _____

AMPLIFIED SOUND PERMIT

Please fill out form completely, sign and date prior to submission.

Pursuant to Article IX Section 10-9-80 S.M.C., _____ (Permittee) has been granted this permit to exceed the maximum sound levels established in Article IX Section 10-9-80, S.M.C., in accordance with the following terms and conditions:

Permittee: Heart of the Rockies Chamber of Commerce

Address: 406 W. Hwy 50, Salida CO 81201

Telephone: 719-539-2068

Individual supervising sound (if different from Permittee): Michael Varnum

Activity/event: Take me out to a Picnic

Type of sound amplification equipment authorized (if any): Amplified Sound

Location: Alpine Park

Date(s): Friday, September 18

Hours of operation: 3-5p.m.

Additional terms/conditions (attach additional sheets if necessary): _____

Expiration: _____

This permit will not be issued beyond 10:00 p.m.

The Permittee shall ensure that the sound/activity authorized by this permit shall be conducted in compliance with all applicable City ordinances and regulations, and a failure by the Permittee to do so, or to comply with all terms and conditions set forth hereinabove, may result in the summary revocation of this permit.

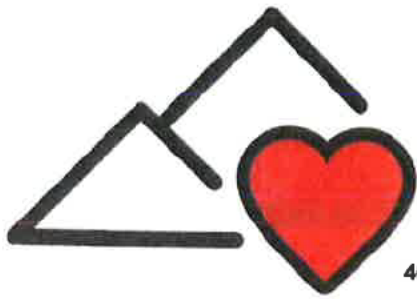
Accepted and agreed to by the Permittee: _____

Date: _____

Approved by the City Administrator on the ____ day of _____.

City of Salida: _____ (City Administrator)

Copies to: Police ___ Public Works ___ Fire ___ City Clerk ___
July, 2018 Amplified Sound Permit



SALIDA COLORADO CHAMBER of COMMERCE

406 W. Hwy 50, Salida CO • 719-539-2068 • www.salidachamber.org • lori@salidachamber.org

August 25, 2020

As part of the Emergency Action Plan for the September 18th, 'Take Me out to a Picnic' event, we will coordinate with local public authorities in advance of the event to understand their processes, including EMS, Police, and Fire.

Shared documentation will include a map of the venue with seating for 150. Seating will be arranged for two per table, with 6 feet between each table. Those invited are asked to attend with either someone from their household or from their immediate work area. A reservation system will be set up to know who will be attending in advance. The map will include highlights of emergency access routes, port-o-lets and hand wash stations.

Evaluation of possibility of any risks to be reviewed will include:

- Severe weather patterns, thus watching the weather patterns prior to event, notifying attendees in advance to dress appropriately and be prepared for rain showers, high temperatures or strong winds.
- Communications with local authorities if there be any known threat to the event (i.e. attendee or vendor with history of disobedience or possible mental health issues, or party claiming to have COVID, or party having issue around wearing masks while not eating or drinking).
- Chaffee Shuttle and Rocky Mountain Taxi will be informed of event and participants may reach out on their own for rides.

Considering the vulnerabilities of our participants and attendees is crucial. Conversations will be had with our staff delivering food regarding proper coverage, along event staff volunteers recognizing and understanding crowd disposition (unruly or disruptive characters).

Communications plan will include:

- Call tree that outlines who should be contacted in an emergency, in what order to include the head of the Chamber of Commerce, and lead volunteers managing different stations in the park.
- Preparedness for good Wi-Fi hot spots will be secured.
- Lead name(s) will be assigned to handle any media requests if there were to be any security issues, thus keeping messaging concise and calm.
- Identification of lead decision makers for authorizing cancellation of event due to severe weather or unforeseen act will be noted with contact name(s) and numbers.

- In the event evacuation were required and potential shelter needed, conversation will be had prior to event with local authorities regarding such assembly.

Item 3.

Other considerations:

- Volunteers, and staff will be identifiable via lanyards and wristbands.
- Attendees will be identified with wristbands. Parties under the age of 21 will be issued a RED wristband signifying they are not of age to consume alcohol.
- Signage will be throughout park with social distancing reminders.

Suggestions or changes welcome. Our goal is to host a safe and welcoming event.

Thank you,

Lori Roberts, Executive Director
Salida Chamber of Commerce

Salida Special Event Emergency Action Plan

Item 3.

I, the undersigned, agree to compile with the following Emergency Action Plan to the best of my ability. The first person on this list will be the designated Emergency Manager and will take responsibility for public addresses and instruction to the event participants

Emergency Manager (1 lead, 2 alternates)	Contact info 1	Contact info 2	Signature
1. Lori Roberts	719-221-3366		
2. Keith Zoni	719-458-5143		
3. <i>Patrick Post</i>		→ 720 339 8900	
4.			

Please complete the following template according to your Events plan and location. The following procedures should be followed in the event of an emergency.

Communications

1. The manager or designee will communicate the designated evacuation space to participants at the beginning of the event.
2. The Emergency Manger will communicate to the event participants in an emergency with a
 - Bull Horn
 - PA system
 - Emergency level voice

Fire

1. Call 911
2. Assist injured or disabled personnel.
3. Evacuate the building. Activate emergency shutoffs if available.
4. Attempt to use a fire extinguisher only if you have been trained.
5. Evacuate participant to

Medical Emergency

1. Identify the medical emergency.
2. If life threatening, call 911.
3. Administer first aid if properly trained.
4. Evacuate the injured person to

Notify first responder tent. Wait for EMS arrival

Violent incident

1. Call 911.
2. Attempt to avoid the situation - *move participants away*
3. Try to deny contact-evacuate to *a safe place*
lock/block doors, turn off lights, silence phones.
4. If necessary defend - distract, attack, subdue.

Severe Weather/Natural incident

1. Move participants away from threat if possible.
2. Evacuate to *a safe place*
3. Call 911

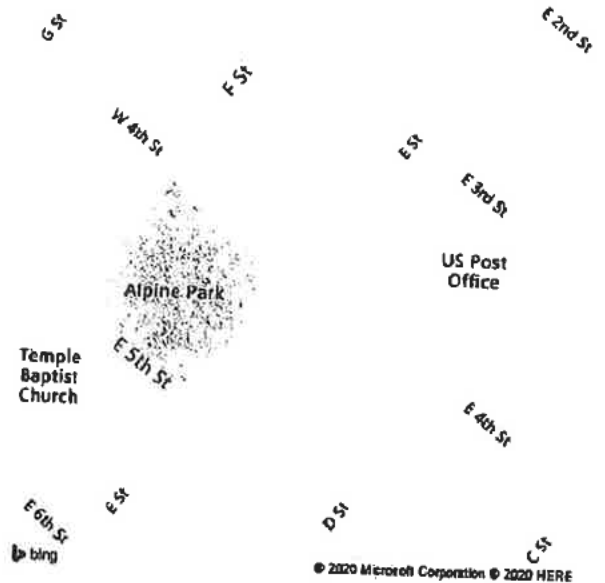
Urgent Situation (suspicious person, package, activity or bomb threat)

1. Call 911.
2. State who, what, where, when, why, and how situation occurred.
3. If bomb threat, turn off all electronics.

bing maps

Notes

[Empty rectangular box for notes]



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 Spirtiluous 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 HEART OF THE ROCKIES CHAMBER OF COMMERCE	State Sales Tax Number (Required) 84 0312015
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2. Mailing Address of Organization or Political Candidate (Include street, city/town and ZIP) 406 W. Hwy 50 Salida, CO 81201	3. Address of Place to Have Special Event (Include street, city/town and ZIP) ALPINE PARK F & 4th Salida, CO 81201
--	--

4. Authorized Representative of Qualifying Organization or Political Candidate Lori Roberts	Date of Birth	Phone Number 719 221-3366
---	---------------	-------------------------------------

5. Event Manager same as above	Date of Birth	Phone Number
--	---------------	--------------

Event Manager Home Address (Street, City, State, ZIP)	Email Address of Event Manager lori@salidachamber.org
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6. Has Applicant Organization or Political Candidate been issued a Special Event Permit this Calendar Year? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes How many days? 1	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 License Number _____
--	---

8. Does the Applicant Have Possession or Written Permission for the Use of the Premises to be Licensed? Yes No

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date	Hours From	To	Date	Hours From	To	Date	Hours From	To	Date	Hours From	To
Sept 18, 2020	noon	6p.									

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 Lori Roberts	Title Executive Director	Date 8-20-18
----------------------------------	------------------------------------	------------------------



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.

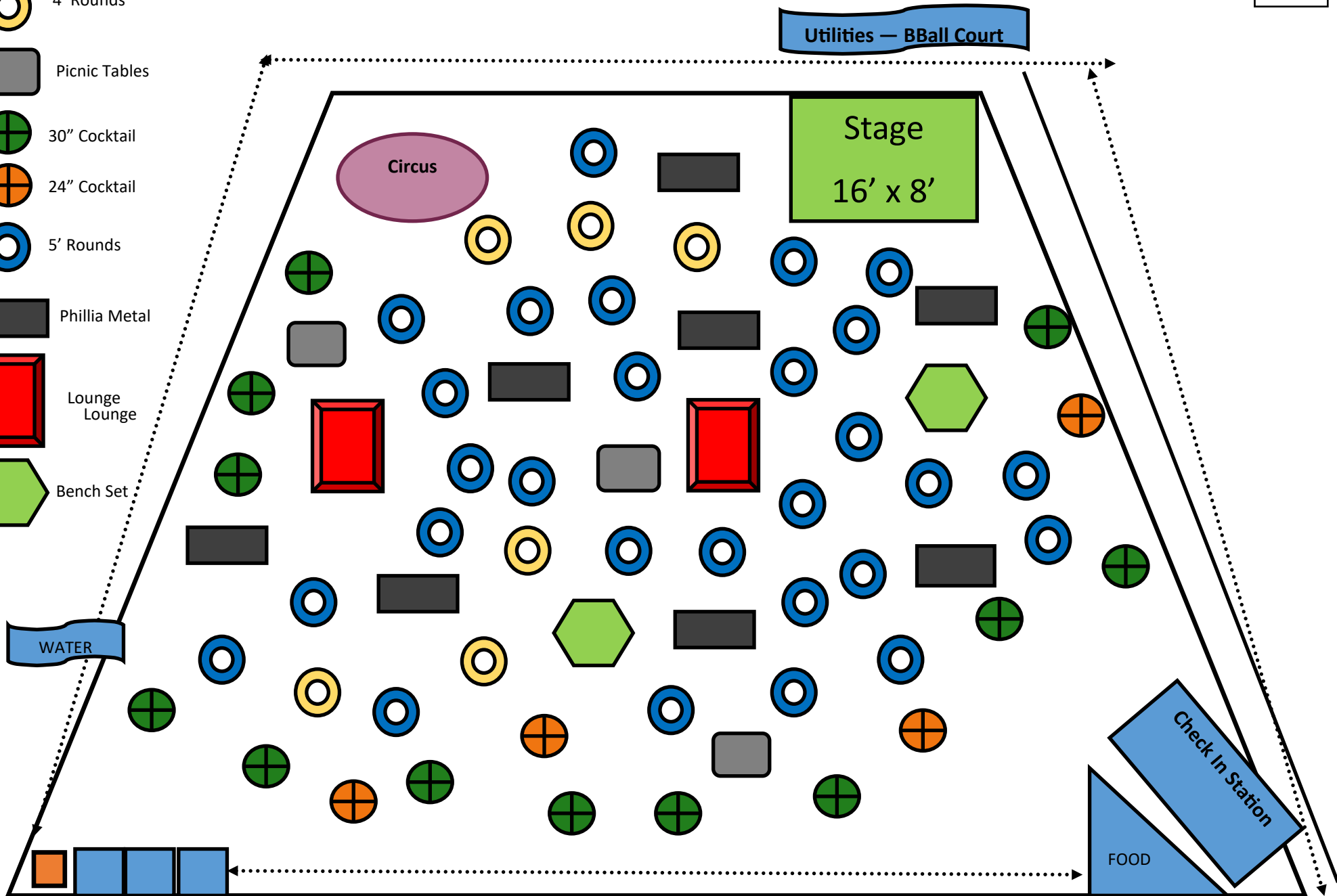
Local Licensing Authority (City or County)	<input type="checkbox"/> City <input type="checkbox"/> County	Telephone Number of City/County Clerk
--	--	---------------------------------------

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)	\$

-  4' Rounds
-  Picnic Tables
-  30" Cocktail
-  24" Cocktail
-  5' Rounds
-  Phillia Metal
-  Lounge Lounge
-  Bench Set





CERTIFICATE OF LIABILITY INSURANCE

DATE 08 Item 3.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Ahbe Group/Vista Insurance 7167 S Alton Way/1548 G St Unit 1 Centennial/Salida CO 80112-8120		CONTACT NAME: Sherry Turner PHONE (A/C, No, Ext): (719) 207-4301 FAX (A/C, No): (719) 207-4303 E-MAIL ADDRESS:	
INSURED Heart Of The Rockies Chamber of Commerce: The Vaqueros 406 W Rainbow Blvd Salida CO 81201		INSURER(S) AFFORDING COVERAGE INSURER A: Secura Insurance. NAIC # 22543 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL2082515117 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Owners & Contractors Protective GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			CP3205054	04/08/2020	04/08/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG @PM02 \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Thank You Picnic at Alpine Park Sept. 18, 2020

CERTIFICATE HOLDER

City of Salida
448 E 1st St Ste 112

Salida CO 81201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: Sept. 15, 2020

AGENDA ITEM NO.	ORIGINATING DEPARTMENT: Public Works	PRESENTED BY: David Lady
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ITEM:

Council Action - Approve Centennial Park and Holman Avenue Improvement Project

Project No. 2020-014

Consent Agenda

BACKGROUND:

Street and Park improvements adjacent to Centennial Park were originally anticipated to be completed in 2021. After review of 2020 remaining budgets and discussion with Council at the August 17, 2020 work session, staff worked to complete the design and bidding of these improvements so that construction could be completed in 2020. Completing construction in 2020 will reduce congestion associated with the future skate park construction, other park improvements, and access to the hot springs facility.

A portion of the work is proposed as a street project and a portion as a park project. Itemization of these scopes are identified below. The scope of work titled 'Additional Scope Street Alternate' included the paving of a driving lane behind the recycling bins and hockey area. After review of the bids, this work is not recommended for award at this time. Recycled asphalt will be considered at a later date.

Bids were received on September 8, 2020 as follows.

<i>Bidder</i>	<i>Street (Holman, K St. Intersection and access at I St.)</i>	<i>Parks (Complete drive and Parking adj. Pickleball)</i>	<i>Total Bid Amount</i>	<i>Additional Scope Street Alt. Driveway adj. to Recycling</i>
<i>Avalanche Excavation</i>	\$275,560.25	\$167,249.75	\$442,810.00	\$86,088.75 (not recommended for award)

Avalanche has completed a variety of infrastructure projects for the City of Salida with satisfactory performance. It is anticipated that work will be completed during the fall of 2020.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: Sept. 15, 2020

AGENDA ITEM NO.	ORIGINATING DEPARTMENT:	PRESENTED BY:
	Public Works	David Lady

Total Budget Calculation

	Base Bid (1a)	Soft Costs (2)	Project Total Budget (1a+2)
STREET CONSTRUCTION	\$ 275,560.25	\$27,556.00	\$303,116.25
PARK CONSTRUCTION	\$ 167,249.75	\$16,724.98	\$183,974.73
TOTAL	\$442,810.00	\$44,280.98	\$487,090.98

(2) Soft costs ~ 2.5% QA/QC and +/- 7.5% Minor Contract Revisions

FISCAL NOTE:

This project in conjunction with the remaining work in the 2020 Street Reconstruction Project are as follows:

- \$800,000 Street Rehabilitation (31-30-6020-3). \$202,800 remaining prior to this project.
- \$1,285,000 Parks – Other Projects (32-54-6079-3). \$285,000 remaining

A budget amendment is not anticipated for either fund since other line items remain under budget.

STAFF RECOMMENDATION:

Award a construction contract for the 2020 Centennial Park and Holman Avenue Improvement Project and authorizing the City Administrator to enter into a Construction Agreement between the City and Avalanche Excavating, Inc. in the amount of \$442,810.00 with a total project budget of \$487,090.98.

SUGGESTED MOTIONS:

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

Followed by a second and then a voice vote.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: September 15, 2020

AGENDA ITEM NO. Choose an item.	ORIGINATING DEPARTMENT: Public Works	PRESENTED BY: David Lady
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ITEM:

Council Action Award Bio-Solids Concrete Slab Expansion Project

BACKGROUND:

The City of Salida Wastewater Treatment Plant (WWTP) facility produces Class A bio-solids through a windrowing processes. Windrowing uses a sizable concrete space where the solids can be turned and dried out. The bio-solids are then stockpiled in a location where they can compost throughout the year prior to being classified as Class A and removed. Improvements to expand the existing bio-solids area was anticipated within the next five years.

The Salida RV Park improvements include public water and sewer to service the property which is located immediately east of the WWTP. The developer looked at varies options for how to route utilities to the property. Ultimately, it is proposed that a portion of the utilities will need to be ran through the northern boundary of the WWTP property. Construction of these improvements will impede the WWTP bio-solids processing operation.

The developer has proposed to contribute \$100,000 towards the expansion of the bio-solids slab improvements. This amount would expand the drying beds to a size that would address the immediate needs created by the development construction. Staff coordinated the development of design improvements that would address long-term planning needs for the WWTP. The completion of the entire project would reduce future costs by having only one construction mobilization, better unit pricing due to size, and one construction management process.

Bids were received on September 8, 2020 as follows.

Y&K Excavation, Inc.	\$ 150,650.00
Western Gravel Constructors, LLC	\$ 194,000.00

Y&K Excavation, Inc. is the low bidder. Y&K has completed a variety of infrastructure projects for the City of Salida with satisfactory performance. It is anticipated that work will be completed during the fall of 2020.

FISCAL NOTE:

This project was not budgeted in 2020 under the Water/Wastewater Enterprise Fund. A budget amendment is not anticipated since other line items and expected to remain under budget. The project is proposed under the following line item.

- Infrastructure Improvements (21-35-6023-0)



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: September 15, 2020

AGENDA ITEM NO. Choose an item.	ORIGINATING DEPARTMENT: Public Works	PRESENTED BY: David Lady
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CONSTRUCTION CONTRACT	\$ 150,650.00
CONTINGENCY AND QA/QC (10%)	\$ 15,000.00
<u>TOTAL PROJECT BUDGET</u>	<u>\$ 165,650.00</u>
Revenue Amount (Cost Share by others)	<u>\$ 100,000.00</u>

STAFF RECOMMENDATION:

Staff recommends that the work be completed to meet long-term plant needs and address development impacts in a manner that is cost effective for the City.

Staff is recommending to award a construction contract for the Bio-Solids Concrete Slab Expansion Project and authorizing the City Administrator to enter into a Construction Agreement the City and Y&K Excavation, Inc. in the amount of **\$150,650.00** with a total project budget of \$165,650.00. The award and agreement execution shall be pending receiving full payment from Salida RV Resorts for their portion of the project.

SUGGESTED MOTIONS:

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

Followed by a second and then a voice vote.

Mayor Wood & Council Members -

I am Megan Lombardo, Salida resident. My family and I live at the corner of 4th and C in Salida.

Since June, we've experienced at least 5 separate acts of vandalism, property damage, property theft, and intimidation. The most recent event occurred when someone came to our home with a drill and a torx bit, and stole a 2.5 ft x 5 ft wooden painting that was hanging on our fence. The sign was of an Italian peace flag, with rainbow stripes and the word PACE (pah - chay) in the center. It was then illegally dumped into the Arkansas River where I recovered it 5 days later, caught on some rocks in the middle of the flow, just upstream from the Two Rivers development.

As our home continues to bear the brunt of damage, and our family continues to wake up worried for our safety, local social media outlets continue to be a host for violent threats, racist diatribes, and fear-based accusations. Recently, posts obtained from the local Facebook group "Chaffee County Patriots" have threatened outright, with a quote "call to arms" unquote, anyone who has a black lives matter sign hanging on their property. A commenter on that post calls us quote "perfect targets" unquote. Please refer to the attached images in your Packet for more details.

I am the chairperson of our newly formed local Chapter of Showing Up For Racial Justice, Central Colorado SURJ. SURJ is a national network of groups and individuals working to undermine white supremacy through racial justice. As an affiliated Chapter of SURJ, Central Colorado SURJ receives National training and education on how to lead predominantly white communities, like Salida, into becoming anti-racist communities.

Drawing from SURJ guidance and values, I'm requesting a statement from Salida City Council in support of racial justice, anti-racism, and equal rights for all Black and non-Black People of Color, members of the LGBTQ+ community, immigrants and migrant workers, and all other marginalized populations in our community. I am asking that you invite our community into the work of racial justice and anti-racism. Create opportunities for dialogue and discussion around issues of white supremacy and race. Hold yourselves accountable to Black and non-Black POC by committing to anti-racism training and education within the City government structure. Make a statement - any statement - and when you make a mistake or misstep, keep going. Commit to continuing the work even as you get it wrong. Finally, speak the truth - that racism is intersectional, and the entire human race is damaged by white supremacy. Make a clear statement that the City of Salida does not endorse or support any acts of violence - in our neighborhoods, our places of worship, our protests or rallies, in our outdoor spaces, our law enforcement departments, or in our homes.

Civil Rights leader Angela Davis said "...it is not enough to be non-racist, we must be anti-racist". Anti-racism is active. Our silence is a perpetuation of violence. If we are not speaking up for what we believe in, we are part of the problem. Make a proclamation, stand firmly within it, and then let's get to work together changing our community.

Thank you.

← Chaffee County Patriots



Rick Bohlken ▶ Chaffee County Patriots



1 hr · 🌐



James Brian Rivers

August 19 at 12:04 AM · 🌐



Like

Comment

8



Carle Linke

I see a few blm signs in yards and think those people are probably not protected (armed) and thinking police they want to defund will protect them from the same terrorist they support. perfect targets

10 mins Like Reply More

NEW ACTIVITY ▾



Founding Members · 16h

Anybody heard of a Chaffee County "anti racist anti fascist" group set up to counter this group? Hearing rumors of a counter demonstration.

👍👎👏 15

15 Comments

👍 Like

💬 Comment

I haven't heard of such a group, but somehow it doesn't surprise me that there would be such a group.

Like · Reply · 16h

👍 2

Probably led by John Elliot. Major Antifa sponsor. I hate that guy.

Like · Reply · 16h

👍 4

Please keep us updated on any information. Thank you.

Like · Reply · 15h

👍 2

So it could get interesting????? 😊

Like · Reply · 14h

👍 1

🗣️ It's bound to happen sooner or later . When it does we patriots will abide by the laws of the land and let the crybaby Dems incriminate them selves !! 🇺🇸🇺🇸🇺🇸🇺🇸

Like · Reply · 13h

👍👎 7

We obey laws of God and Country. Be ready to Film everything

Like · Reply · 12h

👍 5

Ping me ASAP if you here anything!! ALL IN-against ANTIFA!!

🇺🇸🗣️🇺🇸🇺🇸🇺🇸

Like · Reply · 11h

👍 6

★ Eyes and ears open.

Like · Reply · 11h

👍 4

**

Like · Reply · 11h

[Redacted] Eyes and ears open.
Like · Reply · 11h 4

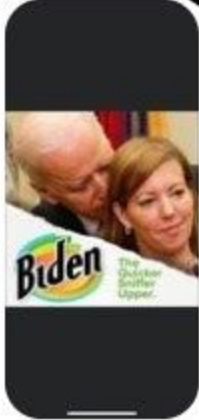
[Redacted] **
Like · Reply · 11h

[Redacted] Surely you've figured it out 😏
Like · Reply · 11h

[Redacted] If anyone wants to check out John Elliot bar in Denver it's called streets of London. total antifa hang out
Like · Reply · 10h 2

[Redacted] Good lord I hope so, I would love to see a bunch of them. To show people how idiot's act and how the public deals with dumb asses.
Like · Reply · 7h 3

[Redacted]



Like · Reply · 57m

[Redacted] Reply 9m

[Redacted] Like I've said b4; early Gun season, no tag, no bag limit. I've heard Antifa Pelts are going for more than nice bear pelts!!!

Like · Reply · 12m · Edited

Anti-racist Leadership in Practice Workshop Overview

Date: September 25th, October 2nd, October 9th

Time: 9:00am-12:00pm

Where: Zoom

Please join us for this 3-part series designed for community leaders who are serious about taking the first steps toward becoming anti-racist allies. No matter where you are on your journey, this series will challenge you to stretch beyond the boundaries of your comfort zone and into bold action! If you're interested in courageous self-exploration, critical examination of the systems that uphold racism and gearing up for bold leadership, this is the training for you.

Pre-work & Other Requirements for Attending this Series

1. Take the Implicit Association Tests on Race and Skin Tone prior to attending the first session. Even if you've done the IAT before, we ask you to retake these two tests specifically as a way to re-engage your conscious awareness around the implicit or unconscious associations you make related to race and skin color.

<https://implicit.harvard.edu/implicit/takeatest.html>

2. Watch Robin DiAngelo's talk on her book *White Fragility: Why It's So Hard for White People to Talk About Racism*

<https://www.youtube.com/watch?v=45ey4jgoxeU>

Participation in this series will also require individual and small group work in between sessions. We anticipate a total of 1-1.5 hours between each session

Session 1 - Foundations & Inventory

In this introductory session, we begin by acknowledging some hard truths about our collective history and present-day reality. We explore key terms and concepts related to race, racism, structural inequalities, culture, counter-culture, and white supremacy. We explore both the social reality and philosophical/spiritual illusion of race. And examine Whiteness as an identity rooted in power, privilege, prejudice and discrimination. We engage in personal and small group processes that require us to take personal, familial and community inventories of our implicit and explicit patterns and practices of racist ideology.

Deep contemplation and honesty are the first steps in our work towards bringing about a different world.

*Please note that we will be offering two concurrent sessions, one occurring biweekly (Option A) and the other happening on a weekly basis (Option B).

Session 2 - How We Got Here

Small groups will explore timelines and construct narratives related to race and racism experienced by minoritized/racialized groups in the US. We will look at how government sanctioned policies and practices have impacted collective ideologies and inequitable outcomes

throughout society and in our own communities. We will unpack some of the racialized narratives that live in our communities and hide within our friendships, professional relationships, and family structures. We will come to terms with the pervasive characteristics of white supremacy culture in shaping our institutions. We will close with a journey through the radical imagination, and the cultural realities we wish to create for the next seven generations.

Session 3 - Where We Go From Here

We revisit our personal and community inventories of racist ideologies, structures, and policies, and then return to our visions for a radically different world. What are the specific action steps necessary to create an anti-racist world, rather than pretend that we can magically land in a post-racial society? Each participant will leave this workshop with a unique personal action plan, as well a cultural plan for their communities. Facilitators will close this series with suggested practices for personal accountability, and resources for further research and development.

Facilitator Biographies

Jamie Morgan holds a Master's degree in Nonprofit Management from Regis University and is the Principal of Morgan & Rushton Consulting—a firm specializing in training, consulting and group process facilitation.

With more than 15 years of experience in the field of diversity, inclusiveness and equity, Jamie approaches her work of helping individuals, groups and organizations become more effective by becoming more inclusive of diverse perspectives and experiences. Jamie's style is interactive, using storytelling and experiential activities as a vehicle to help people move through what can become charged conversations with authenticity and compassion. She prides herself on being able to help everyone in the room connect with his or her own deeper truth and relate it to the collective transformational experience.



Adrian H Molina is a master of ceremonies, artist, poet, adjunct college professor, facilitator, and cultural worker. He has 18 years of experience as a community educator, and has been teaching at the university level for 12 years at the intersections of media, culture, music and technology. Molina has 10 years of experience in the non-profit sector in the areas of community development, capacity building, health equity, youth support and development, and youth access to arts education. While living in Denver, CO for the past 12 years, he has continued his work in rural areas in Wyoming, Colorado, and New Mexico. As an artist, Adrian has recently been honored for his creative and community work by the

City of Denver, Colorado Creative Industries, the Arts in Society fund, Su Teatro Cultural and Performing Arts Center, and Westword Magazine.

Adrian is an honoree of the Lalo Delgado Poetry Festival, and has served as a Live Poetic Scribe for dozens of events across the Metro Denver Area. He has visited many rural Colorado towns as a touring poet, including poetry and cultural festivals in San Luis, Alamosa, Trinidad, Crestone and Four Corners region. Adrian has been invited to speak and read poetry at dozens of colleges and universities across the U.S., including Columbia University, University of California at Davis, University of California at San Diego, University of New Mexico, University of Wyoming, and Colorado University at Boulder. Adrian is a TedX Fellow and has been an Artist-In-Residence with the National Hispanic Heritage Center, Lighthouse Writers, Think 360 Arts, Warm Cookies of the Revolution, and La Napoule Arts Foundation. He has collaborated with Cafe Cultura, Cafe Nuba, Slam Nuba, Denver Art Museum, MCA Denver, Museo de las Americas, Denver Public Library, Denver Spirituals Project, and other cultural centers that focus on youth engagement, creative education and community development.

Registration: The application to register for the community series can be found [here](#)

Contact Megan Strauss at megan@alpineachievers.org for more information



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: September 15, 2020

AGENDA ITEM NO.	ORIGINATING DEPARTMENT: Community Development	PRESENTED BY: Glen Van Nimwegen
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ITEM:

Resolution No. 2020-28; Proposed approval of the Salida RV Resort Development Agreement.

BACKGROUND / DISCUSSION:

The Salida RV Resort received R-4 zoning by the Council on February 19, 2019; the annexation agreement was amended on March 5, 2019 (First Amended Angler’s Ridge Annexation Agreement) and the Planning Commission approved the development plan for the site on February 24, 2020.



Council granted continuances to the review of the agreement on August 4 and 18th, which allowed staff to work with the developer on utility access within the Wastewater Treatment Plant.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: September 15, 2020

AGENDA ITEM NO.	ORIGINATING DEPARTMENT: Community Development	PRESENTED BY: Glen Van Nimwegen
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Public Improvement Guarantee and Reimbursements: The attached agreement addresses the financial guarantee for the construction of the public street (D&RG Street or County Road 102); and a public water line to be constructed within D&RG Street surrounding the north and east edges of the project. The agreement also addresses the potential reimbursement to the developer for the one-half of the costs for the water line if future developers choose to connect to the line within 10 years. There will also be reimbursement for a private sewer line that will be constructed through the Wastewater Treatment Plant (WWTP) if another developer chooses to connect to the line (Section 7 of proposed agreement).

Construction Through WWTP: Staff’s preferred route for the public water line and private sewer line connections to the WWTP was outside the plant utilizing the Union Pacific Railroad right-of-way and an easement from an adjacent property owner. Union Pacific agreed to allow the lines, but would not grant an easement, and instead would only grant a revocable license. The license would be subject to requiring the City to remove the lines at any time upon their notice. Staff also tried to negotiate purchasing property, or simply receiving an easement from the land owner northeast of the proposed RV Park. We were unsuccessful.

Therefore staff worked with the developer to set conditions on how the utility construction through the Plant will occur to alleviate disruption to the Plant’s operations (Section 5.5):

- The developer agrees to contribute \$100,000 for the City to extend concrete drying beds to replace the area that will be disturbed during construction. Approval of the award of bids for the project are on tonight’s consent agenda. The above contribution will have to be made prior to executing a contract with the successful bidder.
- An additional private sewer line will be installed and dedicated to the city. This will allow us to either allow another downstream developer to connect, or it may be used temporarily if the RV park line needs maintenance or repair.
- An easement must be recorded to allow the developer to access the private sewer line subject to the City’s approval.
- Maintain security fencing around plant.
- Keep site free from excavated dirt on a daily basis.
- Replace fencing and paving that is damaged during construction.

First Amended Angler’s Ridge Annexation Agreement: The amended annexation agreement included provisions for open space and construction of a public trail along the Arkansas River. The river trail is addressed in Section 5.15 of the proposed agreement.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: September 15, 2020

AGENDA ITEM NO.	ORIGINATING DEPARTMENT: Community Development	PRESENTED BY: Glen Van Nimwegen
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The agreement also addressed how rented RV spaces could help the affordable housing issues faced by our workforce. Paragraph 5.n of the annexation agreement sets very basic parameters and utilizes the Chaffee County Office of Housing to set the price with yearly reports to City Council.

- n. The Owner agrees to restrict twelve and one-half percent (12.5%) of the RV spaces, rounded to the nearest whole number, to affordable prices for residents of Chaffee County and those employed in Chaffee County. Affordable prices will be defined by the Chaffee County Office of Housing, will be updated yearly and will generally represent affordability for a household earning 80% or less of the Chaffee County Area Median Income, as defined by HUD’s income limits. The Owner shall provide biannual reports to the Chaffee County Office of Housing demonstrating compliance. The Chaffee County Office of Housing shall provide an annual report regarding this requirement, including unidentifiable statistical information concerning residency and general employment including household income to the City Council by the end of the first quarter of every calendar year.

The developer, Brian Morrison has been working on a solution with Chaffee County Housing Director Becky Gray. The heart of the proposal is to discount the 20 affordable spaces (12.5% of 158 spaces) using the percentage of a home cost devoted to land and the rent of a studio apartment for a household earning 80% of the Area Median Income. The proposal is stated below.

"Owner will meet 12.5% inclusionary standard for affordable lots by meeting the following criteria.

Rent will be calculated and set annually by the Chaffee County Office of Housing or Chaffee Housing Authority, following CHFA’s annual release of rent and income guidelines, using the following equation:

(CHFA rent for a studio unit at 80% AMI) x (most current HNA’s standard percentage for Salida’s finished lot price) = Affordable lot rent.

As an example for 2020, the current CHFA studio rent at 80% AMI is \$1,000 and the current 2016 HNA finished lot price is 33.8% of the total cost of the home. This would set rent for the 12.5% of spaces at \$338 per month in the Salida RV Park for 2020. \$1,000 x 33.8% = \$338.00

Tenants will be responsible for utilities just as they would with many rental properties in Salida. Some utilities such as electric and internet will most likely be individually metered.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: September 15, 2020

AGENDA ITEM NO.	ORIGINATING DEPARTMENT: Community Development	PRESENTED BY: Glen Van Nimwegen
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Shared community expenses will be calculated annually, based on the prior year's actual costs for the total project, divided by the total number of lots. The first year will be based on actual expenses monthly and divided by the total number of approved lots for the community.

Tenants will be screened and selected by the property manager, who will provide tenant application documentation to the Office of Housing or MJHA to verify eligibility. Eligibility criteria will include either 1) having been employed in Chaffee County for at least four years and retired or unable to work, or 2) currently employed in Chaffee County.

Yearly, Brian's team will report to the Chaffee County Office of Housing (or Chaffee Housing Authority) the total utility and maintenance cost for the project, as well as the per lot cost; the total number of tenants who have occupied the affordable lots, and their average length of stay. "

Planning Commission Approval: On February 24, 2020 the Planning Commission held a public hearing and approved the development plan for the RV Park. It was subject to the additions and deletions to the conditions recommended by staff as shown below:

1. The spaces that are adjacent to the perimeter property line (1-33; 144-146 and 158) shall have a 15 foot setback between the parked RV and the property line. There shall be a 10 foot setback between RV's, and between RV's and structures.
2. Landscape plans shall be provided that meet standards of Section 16-8-90 of the Salida Municipal Code as approved by staff. For the perimeter landscape requirement, provide one tree in each of the above lots adjacent to the property line. Site adequate trash receptacles as approved by staff.
3. The Fire Department shall review and approve the fire hydrant spacing and any future proposed propane fill stations.
4. Prior to construction the developer shall enter into a development agreement for the project which will define and provide for:
 - a. Guarantee of construction of public infrastructure including public sewer and water mains; and D&RG Street to city standards;
 - b. Construction and maintenance of private streets and utilities by owner;
 - c. Construction and maintenance of private open space and trails;
 - d. Construction of public trail within public easement adjacent to Arkansas River;
 - e. Use of the well for non-domestic purposes;



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: September 15, 2020

AGENDA ITEM NO.	ORIGINATING DEPARTMENT: Community Development	PRESENTED BY: Glen Van Nimwegen
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- f. Utility reimbursement agreements;
 - g. Basic lease stipulations regarding proximity to Salida WWTP; provisions for affordability as defined and verified by Chaffee County; and
 - h. Any other provisions required to implement the Salida Municipal Code or Annexation Agreement.
5. Developer shall obtain public easements for the construction of sewer and water mains from the Union Pacific Railroad and any private entities between the Salida WWTP and the site. Staff may consider and approve an alternate alignment if the above efforts are not successful.
 6. Provide a fee-in-lieu of construction of an eight inch (8”) water main from the southern entrance to the project’s south property line within D&RG Street.
 7. Future development actions at the site, including subdivision of the property, may require extension and connection to additional water facilities for redundant supply.
 - ~~8. The placement of more permanent housing, such as park models or mobile homes, shall require the payment of the Fair Contribution to School Sites fee of \$354 per unit.~~
 9. Staff shall review the building plans for the service building to ensure adequate facilities are provided per Table 16-E prior to issuance of a building permit.
 10. Developer shall submit for and receive new access permit from CDOT.
 11. FINAL REVIEW OF THE CIVIL PLANS SHALL ADDRESS PUBLIC WORKS COMMENTS AS OUTLINED IN THE DIRECTOR’S LETTER DATED 02-20-2020.
 12. AFFORDABLE UNITS SHALL BE PROVIDED AT A RATE OF 12.5%, OR ONE OUT OF EVERY EIGHT THAT ARE AVAILABLE FOR LEASE.

As the affordability requirements were discussed, the applicant’s representative (Brian Morrison could not attend due to snow storm that evening) stated 20 park model units would be provided and leased at a rate of a one-bedroom apartment at 80% of the Area Median Income.

STAFF RECOMMENDATION:

Staff recommends the City Council approve the Salida RV Resort Development Agreement and the approach to implementing the affordability requirements in the park.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: September 15, 2020

AGENDA ITEM NO.	ORIGINATING DEPARTMENT: Community Development	PRESENTED BY: Glen Van Nimwegen
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SUGGESTED MOTION:

A Council person should make the motion to “Approve Resolution 2020-28 to approve the proposed Salida RV Resort Development Agreement.”

Attachments:

Resolution 2020-28

Proposed Salida RV Resort Development Agreement

Salida RV Resort Development Plan

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 28
(Series 2020)**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO
APPROVING THE DEVELOPMENT AGREEMENT FOR THE SALIDA RV RESORT.**

WHEREAS, the property owners, G2M LLC (“Developer”) are owners of 19.1 acres (“Property”) which was annexed by the City of Salida subject to the Angler’s Ridge Annexation Agreement, which was amended by the City Council on March 5, 2019 and is recorded at Reception No. 453086 at the Chaffee County Recorder’s Office; and

WHEREAS, the property was zoned R-4, Manufactured Housing Residential by Ordinance No. 2019-04 approved by Council on February 19, 2019; and

WHEREAS, on February 24, 2020 the Planning Commission approved the Salida RV Resort limited impact review for the property; and

WHEREAS, pursuant to Sections 16-2-60 of the Land Use Code, and according to the provisions of the First Amended Angler’s Ridge Annexation Agreement, 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 the public improvements; cost sharing in accordance with the development plan and annexation agreement and the provision for affordable leases for Chaffee County workforce for the Property (“Agreement”); and

WHEREAS, staff shall be permitted to correct immaterial errors, typos and inconsistencies in the Agreement as approved by the Mayor.

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

The Salida RV Resort Development Agreement is hereby approved.

RESOLVED, APPROVED AND ADOPTED on this 15th day of September, 2020.

CITY OF SALIDA, COLORADO

Mayor PT Wood

(SEAL)

ATTEST:

City Clerk/Deputy City Clerk

**DEVELOPMENT AGREEMENT
(Salida RV Resort)**

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into this _____ day of _____, 2020, by and between the CITY OF SALIDA, COLORADO, a Colorado statutory city (“City”), and G2M, LLC, a limited liability corporation (“Developer”) (each a “Party” and together the “Parties”).

Section 1 - Recitals

- 1.1 The Developer contends that it is the fee title owner of certain lands known as the Salida RV Resort (the “Project”) and more particularly described on attached **Exhibit A**, which is incorporated herein by this reference (the “Property”). The Property is located within the boundaries of the City.
- 1.2 The Developer received Manufactured Housing Residential (R-4) zoning on the 19.1 acre site on February 19, 2019 when the City Council adopted Ordinance 2019-04 on second reading.
- 1.3 The City Council approved the First Amended Angler’s Ridge Annexation Agreement on March 5, 2019 by Resolution 2019-11; and it is recorded at Reception No. 453086 of the Chaffee County Recorder’s Office. The agreement references the change in land use for the site from the 200 unit tiny home development to the proposed RV park; described how the site is to be served by Salida sewer and water utilities; amended the requirements for affordable housing; defined the role of the Chaffee County Housing Office to ensure compliance with the affordable housing requirements and removed restrictions on short term rentals. Requirements that remain from the original agreement includes the construction of D&RG Drive; provision of open space and river access and the collection of city sales taxes.
- 1.4 On February 24, 2020 the Salida Planning Commission approved the limited impact review of the Salida RV Resort development plan, subject to conditions.
- 1.5 The City wishes to advance development within municipal boundaries in accordance with the City of Salida Comprehensive Plan.
- 1.6 Pursuant to Section 16-2-60 of the Land Use Code, the City and the Developer wish to enter into this Agreement to set forth their understanding concerning requirements of the Project including fees; provision of affordable housing and off-site public improvements to be constructed and installed on the Property in association with the Developer’s activities under any building permit issued under the Permit Application, if approved (“Building Permit”).

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

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

Section 2 – Definitions

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

- 2.1 “Agreement” means this Development Agreement. The Recitals in Section 1 above are fully incorporated into this Agreement and made a part hereof by this reference.
- 2.2 “Affordable Housing” means units that are deed restricted to be rented or sold to households earning 80% or less of the Area Median Income for Chaffee County as more particularly defined herein.
- 2.3 “Building Permit” means any building permit issued under the Permit Application, if approved.
- 2.4 “City” means the City of Salida, a Colorado statutory City.
- 2.5 “City Administrator” means the City Administrator of the City of Salida, and the City Administrator’s designee.
- 2.6 “City Code” means the City of Salida Municipal Code.
- 2.7 “City Council” means the City Council of the City of Salida, Colorado.
- 2.8 “Dark Sky-Compliant” means lighting in compliance with Section 16-8-100 of the Land Use Code and intended to protect the night sky from nuisance glare and stray light from poorly aimed, poorly placed, poorly maintained, or poorly shielded light sources.
- 2.9 “Developer” means G2M, LLC, and its successor(s)-in-interest with respect to the Property.
- 2.10 “Easement Lands” means all real property to be dedicated to the City hereunder in the form of easements.
- 2.11 “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.

- 2.12 “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.
- 2.13 “Land Use Code” means the City’s Land Use and Development Code, Title 16 of the City Code.
- 2.14 “Native Vegetation” means “native plant” as defined in the Colorado Noxious Weed Act, C.R.S. § 35-5.5-103(15).
- 2.15 “Noxious Weed” takes the meaning given to that term in the Colorado Noxious Weed Act, C.R.S. § 35-5.5-103(16).
- 2.16 “Other Required Improvements Warranty Period” means a period of two years from the date that the Director of Public Works, in accordance with the terms and conditions of paragraph 5.9 below, approves the Required Improvements that are not Public Improvements, and certifies their compliance with approved specifications.
- 2.17 “Performance Guarantee” means cash, a letter of credit, a cash bond, a performance bond, or other security acceptable to the City Attorney to secure the Developer’s construction and installation of the Required Improvements, in an amount equal to 125% of the estimated cost of said Required Improvements.
- 2.18 “Permit Application” means the Developer’s full and complete application for a building permit for a RV park consisting of up to 158 spaces to be constructed on the Property.
- 2.19 “Property” means the land that is known as the “Salida RV Resort” and described in attached **Exhibit A**.
- 2.20 “Public Improvements” means Required Improvements constructed and installed by the Developer and dedicated to the City in accordance with this Agreement, including without limitation water mains, water service lines, water laterals, fire hydrants, and other water distribution facilities; irrigation lines and facilities; wastewater collection mains, lines, laterals, and related improvements; drainage facilities in public rights-of-way; handicap ramp improvements; and required curbs, sidewalks, and street improvements. The Required Improvements that are also Public Improvements are identified on attached **Exhibit B**.
- 2.21 “Public Improvements Warranty Period” means a period of one year from the date that the Director of Public Works, in accordance with the terms and conditions of paragraph 5.9 below, approves the Public Improvements and certifies their compliance with approved specifications.
- 2.22 “Reimbursable Costs and Fees” means all fees and costs incurred by the City in connection

with the City's processing and review of the Permit Application and the Building Permit; and the City's drafting, review, and execution of this Agreement.

- 2.23 "Required Improvements" means the public and other improvements that the Developer is required to make to the Property in association with the Developer's activities under the Permit Application and the Building Permit, including without limitation improvements for roads, parking lots or structures, signage, landscaping, drainage improvements, sidewalks, and utilities.

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 Salida RV Resort. The Salida RV Resort is a project consisting of parking spaces for Recreational Vehicles to be used on a temporary basis in conformance with specific requirements stated in the First Amended Angler's Ridge Annexation Agreement, Chapter 16 of the Salida Municipal Code and Planning Commission's approval of the development plan.
- 3.2 Contractual Relationship. There are two purposes of this Agreement. First, the purpose of this Agreement is to establish a contractual relationship between the City and the Developer with respect to the improvements the Developer is required to make to the Property in association with the Developer's activities under the Permit Application and the Building Permit, and to establish terms and conditions for such improvements. The other purpose of this Agreement is to stipulate how the requirements of the First Amended Angler's Ridge Annexation Agreement regarding affordability will be implemented. The terms, conditions, and obligations described herein are contractual obligations of the Parties, and the Developer waives any objection to the enforcement of the terms of this Agreement as contractual obligations.
- 3.3 Binding Agreement. This Agreement benefits and is binding upon the City, the Developer, and the Developer's successor(s). The Developer's obligations under this Agreement constitute a covenant running with the Property.

Section 4 – Construction under Permit Application and Building Permit

- 4.1 The Developer agrees that it will undertake construction under the Permit Application, if approved, and the Building Permit, if issued, only in accordance with the terms and conditions of this Agreement and all requirements of the City Code as it may be amended, including without limitation the Land Use Code, and all other applicable laws and regulations, including all City Ordinances and regulations, all State statutes and regulations, and all Federal laws and regulations.

Section 5 – Terms and Conditions for Construction

- 5.1 Other Applicable Laws and Regulations. All terms and conditions imposed by this Agreement are in addition to and not in place of any and all requirements of the City Code as it may be amended, including without limitation the Land Use Code, and all other applicable laws and regulations, including all City Ordinances and regulations, all State statutes and regulations, and all Federal laws and regulations.
- 5.2 Submittals to and Approvals by City Administrator. Unless this Agreement specifically provides to the contrary, all submittals to the City in connection with this Agreement must be made to the City Administrator. In addition, unless this Agreement specifically provides to the contrary, the City Administrator and/or City Council must provide all approvals required of the City in connection with this Agreement.
- 5.3 Required Improvements. Attached **Exhibit B**, which is incorporated herein by this reference, provides a detailed list of the Required Improvements for which the Developer is responsible, along with the reasonably estimated costs of those Required Improvements, including both labor and materials. The Required Improvements must be designed, built, and installed in conformity with the City's Standard Specifications for Construction, as those Standard Specifications may be amended, 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 Director of Public Works must review and approve the drawings and plans for such improvements. In addition to warranting the Required Improvements as described in paragraph 5.7 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.
- 5.4 General Construction Standards. The Developer shall ensure that all construction is performed in a workmanlike manner in accordance with this Agreement and with the City's rules, regulations, requirements, criteria, and standards governing such construction, as they may be amended.
- 5.5 Specific Requirements for Construction within Waste Water Treatment Plant (WWTP). In addition to the general construction standards described above in paragraph 5.4, construction of private and public utilities within the WWTP shall be in accordance with the additional requirements stated herein.
- 5.5.1 Developer shall contribute one hundred thousand dollars (\$100,000) towards the City's construction of additional concrete drying beds for bio-solids at the north end of the site, at the discretion and as directed by the Public Works Director. Payment shall be made within 30 days of the date of this agreement and prior to executing the Construction Agreement and issuing the Notice of Award to the contractor. The new beds must be complete and ready for use prior to beginning construction of the private and public utilities within the WWTP.

- 5.5.2 Developer shall install two – three inch low pressure sewer lines: one dedicated to the Salida RV Resort and the second to be owned by the City for any future connections at the City’s discretion.
- 5.5.3 Construction of the private sewer lines and public water line (Required Improvements) shall be in accordance with the Construction Schedule for within the WWTP as shown in **Exhibit C**.
- 5.5.4 Developer shall prepare an easement for recordation to allow required maintenance and repair of the Salida RV Resort private sewer line subject to notice and access to be granted by the City.
- 5.5.5 Developer shall erect temporary fencing as needed along west end of the WWTP to ensure plant remains secure while utility work is underway. The final perimeter security fence shall be located on the property line, and shall be installed with the same materials and specifications as the existing fencing.
- 5.5.6 All spoils from utility line construction shall be removed from the WWTP immediately upon excavation. Developer shall remove and replace asphalt driveway, or 2-inch mill and overlay, if any wear or damage is present due to construction activities.
- 5.5.7 Developer shall repair any other damage that may occur due to construction activities.
- 5.6 Performance Guarantee. Before commencement of construction under the Permit Application, if approved, and the Building Permit, if issued, the Developer shall furnish the City with an effective Performance Guarantee in the amount of 125% of the total estimated cost of the Required Improvements, as shown on **Exhibit B**. The total estimated cost of the Required Improvements, including both labor and materials, is \$479,027 therefore, the Performance Guarantee must be in an amount equal to \$598,784.
- 5.6.1 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.
- 5.6.2 The Developer shall extend or replace the Performance Guarantee at least thirty days prior to its expiration. In the event that the Performance Guarantee expires, or the entity issuing the Performance Guarantee becomes non-qualifying, or the City reasonably determines that the cost of the Required Improvements is greater than the amount of the Performance Guarantee, then the City shall give written notice to the Developer of the deficiency, and within thirty days of receipt of such notice, the Developer shall provide the City an increased or substituted

Performance Guarantee that meets the requirements of this paragraph 5.6 and the Land Use Code.

- 5.6.3 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 Director of Public Work’s inspection and written approval of the Completed Improvements in accordance with paragraph 5.10 below, the City Council may authorize a release of the Performance Guarantee in the amount of 75% of the documented cost of the Completed Improvements.
- 5.6.4 Upon the Director of Public Work’s inspection and written approval of all Required Improvements in accordance with paragraph 5.10 below, the City Council shall authorize a release of the Performance Guarantee in the amount of 90% of the total estimated cost of all Required Improvements, as shown on **Exhibit B**.
- 5.6.5 Upon the expiration of both the Public Improvements Warranty Period and the Other Required Improvements Warranty Period described in paragraph 5.8 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, the City Council shall authorize a full release of the Performance Guarantee.
- 5.6.6 Failure to provide or maintain the Performance Guarantee in compliance with this paragraph 5.6 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.
- 5.7 Conveyance of Public Improvements. Within twenty-eight days of the City’s final acceptance of the Public Improvements in accordance with paragraph 5.11 below, the Developer shall, at no cost to the City, do the following:
- 5.7.1 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. Acceptance of the Bill of Sale must be authorized by City Council.
- 5.7.2 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.

- 5.7.3 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.
- 5.8 Warranty. The Developer shall warrant the Public Improvements for one year from the date that the Director of Public Works, in accordance with paragraph 5.10 below, approves the Public Improvements and certifies their compliance with approved specifications ("Public Improvements Warranty Period"). The Developer shall warrant all other Required Improvements for a period of two years from the date that the Director of Public Works, in accordance with paragraph 5.9 below, approves the other Required Improvements and certifies their compliance with approved specifications ("Other Required Improvements Warranty Period"). In the event of any defect in workmanship or quality during the Public Improvements Warranty Period or the Other Required Improvements Warranty Period, the Developer shall correct the defect in workmanship or material. In the event that any corrective work is performed by the Developer during either Warranty Period, the warranty on said corrected work will be extended for one year from the date on which it is completed. Should the Developer default in its obligation to correct any defect in workmanship or material during either the Public Improvements Warranty Period or the Other Required Improvements Warranty Period, the City will be entitled to draw on the Performance Guarantee and/or to pursue any other remedy described in Section 8 below.
- 5.9 Observation of Construction and Inspection of Required Improvements. The City may observe all construction on the Property, and may inspect and test each component of the Required Improvements. The Developer shall reimburse the City for all costs associated with the City's observation of construction 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 5.10 below, until such costs have been reimbursed. Such observation and inspection may occur at any point before, during, or upon completion of construction.
- 5.10 Director of Public Work's Written Approval of Required Improvements. At the Developer's request, the Director of Public Works shall inspect the Required Improvements to ascertain whether they have been completed in conformity with the approved plans and specifications. The Director of Public Works 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.

- 5.11 Final Acceptance of Public Improvements. Upon expiration of the Public Improvements Warranty Period, and provided that any breaches of warranty have been cured and any defects in workmanship and/or materials have been corrected, the City shall issue its final written acceptance of the Public Improvements. Thereafter, the City shall maintain such Public Improvements.
- 5.12 Inspection Distinguished from Approval. Inspection, acquiescence, and/or verbal approval by any City official of construction on the Property, at any particular time, will not constitute the City's approval of the Required Improvements as required hereunder. Such written approval will be given by the City only in accordance with paragraph 5.10 above.
- 5.13 Revegetation. Any area disturbed by construction must be promptly revegetated with Native Vegetation following completion of such work unless a building permit application has been requested for such area. In addition, the Developer shall control all Noxious Weeds within such area to the reasonable satisfaction of the City.
- 5.14 Local Utilities. In addition to the Required Improvements, the Developer shall install service lines for both on-site and off-site local utilities necessary to serve the Property, including without limitation service lines for telephone, electricity, natural gas, cable television, and street lights. The Developer shall install such service lines underground to the maximum extent feasible. If such lines are placed in a street or alley, they must be in place prior to surfacing.
- 5.15 Public Use Dedication. Consistent with paragraph 2.c of the First Amended Angler's Ridge Annexation Agreement, Developer shall construct an eight to ten foot wide trail along the frontage of the Arkansas River as described in the Agreement and provide a 25 foot wide public trail easement to be reviewed, approved and recorded by the City prior to completion of the Required Improvements.
- 5.16 Landscape Improvements. As shown on **Exhibit B**, certain of the Required Improvements are landscape improvements. The Developer shall construct all landscape improvements in accordance with the requirements of Section 16-8-90 of the Land Use Code.
- 5.17 Drainage Improvements. As shown on **Exhibit B**, certain of the Required Improvements are drainage improvements.
- 5.17.1 In accordance with Section 16-8-60 of the Land Use Code, the Developer shall retain a registered professional engineer to prepare a drainage study of the Property and to design a drainage system according to generally accepted storm drainage practices. The drainage plan must conform to the City's flood control regulations, as given in Article XI of the Land Use Code, and must be reviewed and approved in writing by the Director of Public Works before commencement of construction activities, including over-lot grading.

- 5.17.2 All site drainage, including drainage from roof drains, must be properly detained and diverted to the drainage system approved in the drainage plan before any certificate of occupancy will be issued for the Property.
- 5.17.3 All drainage improvements within public rights-of-way will be dedicated to the City as Public Improvements. All drainage improvements on private property will be maintained by the Developer, subject to easements to allow the City access in the event that the Developer fails to adequately maintain the drainage facilities.
- 5.18 Slope Stabilization. Any slope stabilization work must be performed in strict compliance with applicable law, including City Ordinances and regulations, State statutes and regulations, and Federal law and regulations. The City will determine on a case-by-case basis whether additional requirements apply to slope stabilization work.
- 5.19 Blasting and Excavation. Any removal of rock or other materials from the Property by blasting, excavation, or other means must be performed in strict compliance with applicable law, including City Ordinances and regulations, State statutes and regulations, and Federal law and regulations. The City will determine on a case-by-case basis whether additional requirements apply to blasting and excavation work.
- 5.20 Trash, Debris, and Erosion. During construction, the Developer shall take all necessary steps to control trash, debris, and erosion (whether from wind or water) on the Property. The Developer also shall take all necessary steps to prevent the transfer of mud or debris from construction sites on the Property onto public rights-of-way. If the City reasonably determines and gives the Developer written notice that such trash, debris, or erosion causes or is likely to cause damage or injury, or creates a nuisance, the Developer shall correct any actual or potential damage or injury and/or abate such nuisance within five working days of receiving such written notice. Pursuant to Section 7-1-60 of the City Code, where, 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.
- 5.21 Compliance with Environmental Laws. During construction, the Developer shall comply with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including solid waste requirements; and shall comply with all requirements pertaining to the disposal or existence of any hazardous substances, pollutants, or contaminants as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder.
- 5.22 Fees. The Developer shall pay to the City the fees described below at the time set forth below:

- 5.22.1 Developer's Reimbursement of Processing Fees. The Developer shall reimburse the City for all fees and actual costs incurred by the City in connection with the City's processing and review of the Permit Application and the Building Permit; and the City's drafting, review, and execution of this Agreement ("Reimbursable Costs and Fees"). The Reimbursable Costs and Fees include but are not limited to the City's costs incurred for engineering, surveying, and legal services, including the services of outside City consultants and/or counsel; recording fees; printing and publication costs; and any and all other reasonable costs incurred by the City.
- 5.22.1.1 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 C**.
- 5.22.1.2 Reimbursable Costs and Fees attributable to work completed by the City Attorney or by the City's outside consultants and/or counsel will be equal to the actual costs and fees billed to and paid by the City for that work.
- 5.22.1.3 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 10.6 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 attorney's fees and costs incurred in said collection efforts in addition to the amount due and unpaid.
- 5.22.2 Payment of Currently Existing Fees. 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 term and condition of the City's issuance of the Building Permit, if the Permit Application is approved. The Developer further agrees not to contest any Ordinance imposing such fees as they pertain to the Property.
- 5.23 Lighting. All lighting on the Property must be Dark-Sky Compliant and must conform to Section 16-8-100 of the Land Use Code and all other applicable City Ordinances in effect at the time of permitting.
- 5.24 Signage. All signage on the Property must conform to Article X of the Land Use Code and all other applicable City Ordinances in effect at the time of permitting.

Section 6 – Construction Schedule

- 6.1 Construction Schedule. Attached **Exhibit D**, which is incorporated herein by this reference, provides the schedule according to which construction will occur, including construction and installation of all Required Improvements (“Construction Schedule”).
- 6.2 Construction Phases. Each phase of construction must be planned so that the Developer’s failure to proceed to a subsequent stage will not have an adverse impact on the construction or on the City.
- 6.3 Site Restoration. If the Developer fails to commence or complete construction in accordance with the Construction Schedule, the Developer nonetheless shall complete all site restoration work necessary to protect the health, safety, and welfare of the City’s residents and the aesthetic integrity of the Property (“Site Restoration Improvements”). Site Restoration Improvements will include, at minimum, all excavation reclamation, slope stabilization, and landscaping improvements identified as Required Improvements on **Exhibit B**.
- 6.4 Force Majeure. If the Developer fails to commence or complete construction in accordance with the Construction Schedule due to Force Majeure, the City shall extend the time for completion by a reasonable period. In such an event, the City and the Developer shall amend the Construction Schedule in writing to memorialize such extension(s).

Section 7 – Cost Recovery for Water Main Extension and Private Sewer

- 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 (\$186,270);

P = linear feet of pipe extended (2,196); and

F = linear feet of adjacent lot frontage (1,685 feet).

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.

Per the attached **Exhibit E**, the reimbursement costs will be allocated to any lot or parcel adjacent to the water main extension, presently Chaffee County Assessor Parcels 380709400062 (682 feet) and 380709100063 (1,003 feet) that taps into this extension.

- 7.2 If the City allows a private entity to connect to the second, private low pressure waste water line located within the WWTP as described in paragraph 5.5.2, pursuant to City Code Section 13-2-160, the Developer shall be entitled to recover costs for installing said improvement. The recovery cost for this improvement shall be 50% of the Sewer Construction costs identified in **Exhibit B**, or \$26,400.
- 7.3 The Developer has provided the City with supporting documentation (**Exhibit B**) 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.
- 7.4 The City shall provide written notice to the Developer of any application submitted to the City for connection to the Water or Private Sewer Facilities, which applications will trigger recovery from a current or subsequent owner of property benefitted by said Water or Private Sewer Facilities. The City will require recovery in the form of a lump sum payment, or, at the City's discretion, a system development fee surcharge from the current or subsequent owner of property benefitted by the Water or Private Sewer Facilities as a condition of any future water service connection to said Water Facilities.
- 7.5 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.
- 7.6 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 – Default by Developer and City's Remedies

- 8.1 City's Remedies on Developer's Default. In the event of the Developer's default with respect to any term or condition of this Agreement, the City may take any action necessary or appropriate to enforce its rights, including without limitation any or all of the following:
- 8.1.1 The refusal to issue any further building permits or a certificate of occupancy to the Developer.
- 8.1.2 The revocation of any building permit previously issued and under which construction directly related to such building permit has not commenced; provided, however, that this remedy will not apply to a third party.
- 8.1.3 Suspension of all further activities, approvals, and permitting related to the Permit Application and the Building Permit.

- 8.1.4 A demand that the Performance Guarantee be paid or honored.
- 8.1.5 Any other remedy available in equity or at law.
- 8.2 Notice of Default. Pursuant to Section 16-2-60(o) of the Land Use Code, before taking remedial action hereunder, the City shall give written notice to the Developer of the nature of the default and an opportunity to be heard before the City Council concerning such default. If the default has not been cured within thirty days of receipt of the notice or the date of any hearing before the City Council, whichever is later, the City will consider whether the Developer has undertaken reasonable steps to timely complete the cure if additional time is required.
- 8.3 Immediate Damages on Developer's Default. The Developer recognizes that the City may suffer immediate damages from a default. In the event of such immediate damages resulting from the Developer's default with respect to any term or condition of this Agreement, the City may seek an injunction to enforce its rights hereunder.
- 8.4 Jurisdiction and Venue. The District Court of the County of Chaffee, State of Colorado, will have exclusive jurisdiction to resolve any dispute over this Agreement.
- 8.5 Waiver. Any waiver by the City of one or more terms of this Agreement will not constitute, and is not to be construed as constituting, a waiver of other terms. A waiver of any provision of this Agreement in any one instance will constitute, and is not to be construed as constituting, a waiver of such provision in other instances.
- 8.6 Cumulative Remedies. Each remedy provided for in this Agreement is cumulative and is in addition to every other remedy provided for in this Agreement or otherwise existing at law or in equity.

Section 9 – Affordable Rates and Lease Options for Work Force

- 9.1 First Amended Angler's Ridge Annexation Agreement. Paragraphs 5.n. and s. of said agreement recognizes that permanent housing is not a part of the proposed RV park development, however it can play a role in providing affordable housing for the work force. Therefore the Developer agrees to provide 12.5% of the spaces, currently 20 spaces, at affordable prices for residents of Chaffee County and those employed in Chaffee County and provide various lease terms and housing options. This shall be accomplished by:
- 9.1.1 Chaffee County Office of Housing (CCOH), or a housing authority serving Chaffee County, will define the prices for monthly rent for the affordable spaces and update yearly. The formula for setting the "affordable price" rent for these spaces shall be the current rent amount for a studio apartment for a household earning 80% of the Area Median Income (AMI), multiplied by the percentage of the cost of a new home that is devoted to the cost of land. These variables are defined below:

- 9.1.1.1 The maximum rental cost of a studio for a household earning 80% AMI will be defined by the Colorado Housing Finance Administration yearly (currently \$1,000 per month).
- 9.1.1.2 The percentage of the cost of the construction of a housing unit in Salida that is due to the Finished Lot Price (currently 33.8%) as defined by the 2016 Chaffee County Housing Needs Assessment and Strategy and any future adopted revisions to said study.
- 9.1.2 CCOH or a housing authority serving Chaffee County will verify the eligibility of tenants of spaces at the affordable price as meeting the criteria of having been employed in Chaffee County for at least four years and retired or unable to work; or currently employed in Chaffee County.
- 9.1.3 The Developer agrees to provide biannual reports to CCOH or a housing authority serving Chaffee County demonstrating compliance with the affordability requirements defined above.
- 9.1.4 CCOH or a housing authority serving Chaffee County will provide annual reports to the City Council by the end of the first quarter of each calendar year on the current affordable price and aggregated statistical information regarding residency, general employment and household income of the renters of the reduced price spaces.
- 9.1.5 The Developer agrees to: provide leases with three to 12 month terms; offer for sale park model homes that are designed for all year use, with skirting and freeze proof utilities; and offer various housing options including RV trailers, motor homes, park models and tiny homes on wheels.
- 9.1.6 Shared community expenses will be calculated annually, based on the prior year's actual costs for the total project, divided by the total number of lots. The first year will be based on actual expenses monthly and divided by the total number of approved lots for the community.
- 9.2 Planning Commission Approval of Development Plan. As part of the Planning Commission's approval on February 24, 2020 of the Salida RV Resort Development Plan, the following condition was added regarding the timing of the affordable spaces.
- 9.2.1 If the construction of RV spaces are phased, Developer shall ensure that at least 12.5% of the available spaces will be affordable as defined herein.

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 issuance of the Building Permit if the Permit Application is approved; (b) acts or omissions by the Developer, its officers, employees, agents, consultants, contractors, or subcontractors in connection with the Permit Application, if it is approved, and the Building Permit, if it is issued; (c) the City's required disposal of hazardous substances, pollutants, or contaminants; required cleanup necessitated by leaking underground storage tanks, excavation, and/or backfill of hazardous substances, pollutants, or contaminants; or environmental cleanup responsibilities of any nature whatsoever on, of, or related to the Easement Lands; provided that such disposal or cleanup obligations do not arise from any hazardous substance, pollutant, or contaminant generated or deposited by the City upon the Easement Lands; or (d) any other item contained in this Agreement.

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 issuance of the Building Permit if the Permit Application is approved; and shall reimburse the City for all fees, expenses, and costs, including attorneys' fees and costs, associated with any referendum election, review of petition for referendum, protest, or any other proceedings to challenge the City's issuance of the Building Permit if the Permit Application is approved. Nothing in this Agreement obligates or compels the City to proceed with any action or referendum position.

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

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

Section 11 – Representations and Warranties

- 11.1 Developer’s Representations and Warranties. The Developer hereby represents and warrants to the City that the following are true and correct as of the date of the Developer’s execution of this Agreement and will be true and correct as of the Effective Date:
- 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 complete construction on the Property as contemplated under the Permit Application.
- 11.1.4 Compliance with environmental laws and regulations. To the best of the Developer’s knowledge, all Easement Lands to be dedicated to the City hereunder are in compliance with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including solid waste requirements; and all such dedicated property is in compliance with all requirements pertaining to the disposal or existence of any hazardous substances, pollutants, or contaminants as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder.
- 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 complete construction on the Property as contemplated under the Permit Application.
- 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 resolution of City Council 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 Development Improvements Agreement associated with the Permit Application and the Building Permit, and is the total integrated agreement between the Parties with respect to that subject.
- 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, Suite 112
 Salida, CO 81201

Notice to the Developer: G2M, LLC
Attn: Brian Morrison, Partner
 1901 Jackson Street
 Golden, CO 80401

- 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
- 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, the Developer, and the Developer's successor(s).
- 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.
- 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.

CITY OF SALIDA, COLORADO

By

Mayor P.T. Wood

ATTEST:

City Clerk/Deputy City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

Acknowledged, subscribed, and sworn to before me this ____ day of _____ 2020
by _____, as Mayor, and by _____,
as Clerk, on behalf of the City of Salida, Colorado.

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

Notary Public

DEVELOPER:

By _____
Brian Morrison, Partner
G2M, LLC

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

Acknowledged, subscribed, and sworn to before me this ____ day of _____ 2020 by
_____.

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

Notary Public

EXHIBIT A

A TRACT OF LAND LOCATED IN THE WEST HALF OF THE NORTHEAST QUARTER (W1/2 NE1/4), THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE1/4 NE1/4) AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE1/4 SE1/4) OF SECTION 9, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT AN ANGLE POINT ON THE WESTERLY BOUNDARY OF TRACT 3 OF THE CLEORA TRACTS PER PLAT FILED UNDER RECEPTION NO. 364111 OF THE CHAFFEE COUNTY RECORDS, FROM WHENCE THE EAST 1/4 CORNER (BRASS CAP) OF SAID SECTION 9 BEARS SOUTH 59°01'30" EAST 1122.03 FEET; THENCE PROCEEDING AROUND THE TRACT HEREIN DESCRIBED SOUTH 37°47'41" WEST 42.14 FEET TO THE NORTHERLY BOUNDARY OF CHAFFEE COUNTY ROAD NO. 102 AS SHOWN ON SAID PLAT OF THE CLEORA TRACTS; THENCE ALONG THE NORTHERLY AND EASTERLY BOUNDARY OF SAID COUNTY ROAD THE FOLLOWING: FIRST SOUTH 59° 48'59" EAST 319.58 FEET; THENCE SOUTH 52°12'19" EAST 551.77 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 70°19'25", A RADIUS OF 210.0 FEET AND A CHORD WHICH BEARS SOUTH 17°02'36" EAST 241.87 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 257.75 FEET TO THE END OF SAID CURVE; THENCE SOUTH 18°07'06" WEST 434.96 FEET AND THENCE SOUTH 11°17'49" WEST 215 FEET, MORE OR LESS, TO THE CENTER THREAD OF THE ARKANSAS RIVER; THENCE LEAVING SAID COUNTY ROAD BOUNDARY, WESTERLY AND NORTHWESTERLY ALONG THE CENTER THREAD OF SAID RIVER A DISTANCE OF 2402 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE PAPP PROPERTY AS DESCRIBED IN RECEPTION NO. 343453 OF SAID COUNTY RECORDS; THENCE SOUTH 89°10' EAST 435 FEET, THENCE NORTH 24°30' WEST 379.96 FEET; THENCE NORTH 89°10' WEST 263 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID PAPP PROPERTY, BEING A POINT ON THE CENTER THREAD OF THE ARKANSAS RIVER; THENCE NORTHERLY ALONG THE CENTER THREAD OF SAID RIVER 22 FEET, MORE OR LESS TO THE NORTHWEST CORNER OF THE CITY OF SALIDA PROPERTY AS ORIGINALLY DESCRIBED IN BOOK 286 AT PAGE 53 OF THE CHAFFEE COUNTY RECORDS; THENCE SOUTH 86°30'19" EAST ALONG THE NORTH BOUNDARY OF SAID CITY TRACT 132 FEET, MORE OR LESS, TO THE NORTHEAST CORNER THEREOF, BEING COMMON WITH THE NORTHWEST CORNER OF THE CITY OF SALIDA TRACT AS DESCRIBED IN BOOK 441 AT PAGE 742 OF SAID COUNTY RECORDS; THENCE ALONG THE BOUNDARIES OF SAID CITY TRACT AS DESCRIBED IN BOOK 441 AT PAGE 742 THE FOLLOWING: FIRST SOUTH 87°58'19" EAST 135.00 FEET; THENCE SOUTH 24°30'09" EAST 250.61 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1272.5 FEET AND A CHORD WHICH BEARS SOUTH 29°13'24" EAST 209.45 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 209.69 FEET TO THE END OF SAID CURVE; THENCE SOUTH 33°56'38" EAST 94.61 FEET; AND THENCE SOUTH 39°52'38" WEST 139.02 FEET TO THE SOUTHERLY-MOST CORNER OF SAID CITY TRACT AS DESCRIBED IN BOOK 441 AT PAGE 742, AND BEING COMMON WITH THE NORTHERLY-MOST CORNER OF THE CITY OF SALIDA TRACT DESCRIBED IN BOOK 462 AT PAGE 334 OF SAID COUNTY RECORDS; THENCE ALONG THE NORTHEASTERLY BOUNDARY OF SAID TRACT DESCRIBED IN BOOK 462 AT PAGE 334 AND ALONG THE NORTHEASTERLY BOUNDARY OF THE CITY OF SALIDA TRACT AS DESCRIBED IN BOOK 462 AT PAGE 336, THE FOLLOWING: FIRST ALONG THE ARC OF A CURVE A DISTANCE OF 39.8 FEET, SAID CURVE HAVING A RADIUS OF 547.5 AND A CHORD WHICH BEARS SOUTH 50°07'21" EAST 39.79 FEET; AND THENCE SOUTH 52°12'19" EAST 90.0 FEET TO THE POINT OF BEGINNING, CONTAINING 26.4 ACRES, MORE OR LESS.

EXHIBIT B

Item 7.

Engineer's Opinion of Probable Cost Public and Private Infrastructure					
Prepared by: Crabtree Group, Inc.					7/23/20
Owner: G2M, LLC					
Item	Qty	Unit	Description	Unit Cost	Total Cost
Street Construction (D&RG Street From Bridge to Wastewater Plant)					
1	4539	SY	Furnish and install 3" asphalt	\$ 19.00	\$ 86,241.00
1a	5295	SY	Furnish and install 6" CDOT class 6 road base over prepared subgrade	\$ 12.00	\$ 63,540.00
3	2	EA	Furnish and install "SPEED LIMIT-15 MPH" sign per MUTCD	\$ 500.00	\$ 1,000.00
4	4352	SY	Reseed disturbed area	\$ 3.00	\$ 13,056.00
7	1556	SY	Furnish and install 4" concrete sidewalk over 4" CDOT class 6 road base	\$ 70.00	\$ 108,920.00
Street subtotal					\$ 272,757.00
Sewer Construction (all low pressure sewer is private)					
20	1	LS	Locate and connect to 8" sewer main stub	\$ 1,000.00	\$ 1,000.00
12	1036	LF	Furnish and install (2) 3" HDPE low pressure sewer lines	\$ 50.00	\$ 51,800.00
Sewer subtotal					\$ 52,800.00
Water Construction (D&RG Street to wastewater plant connection point, final design pending city approval)					
30	1	LS	Connect to existing 8" gate valve	\$ 600.00	\$ 600.00
31	2196	LF	Furnish and install 8" water main	\$ 60.00	\$ 131,760.00
32	2	EA	Furnish and install 8" 45° bend	\$ 800.00	\$ 1,600.00
33	6	EA	Furnish and install 8" 22.5° bend	\$ 800.00	\$ 4,800.00
34	1	EA	Furnish and install 8" 11.25° bend	\$ 800.00	\$ 800.00
35	1	EA	Furnish and install 8" gate valve	\$ 1,000.00	\$ 1,000.00
36	2	EA	Furnish and install fire hydrant assembly	\$ 4,000.00	\$ 8,000.00
37	1	EA	Furnish and install air release valve assembly	\$ 2,500.00	\$ 2,500.00
38	1	EA	Furnish and install 8"x4" tee	\$ 1,000.00	\$ 1,000.00
39	1	EA	Furnish and install 4" gate valve	\$ 700.00	\$ 700.00
40	1	EA	Furnish and install 8" plug	\$ 1,000.00	\$ 1,000.00
41	490	LF	Remove and Replace WWTP fence	\$ 55.00	\$ 26,950.00
42	89	SY	Patch asphalt	\$ 40.00	\$ 3,560.00
43	1	LS	Repair WWTP retaining wall	\$ 2,000.00	\$ 2,000.00
Water subtotal					\$ 186,270.00
Total				\$	511,827.00

Engineer's Opinion of Probable Cost Salida RV Resort - Landscape Public Right of Way					
Prepared by: Crabtree Group, Inc.					7/23/20
Owner: G2M, LLC					
Item	Qty	Unit	Description	Unit Cost	Total Cost
1	40	EA	Tree (1 per lot adjacent to property line)	\$ 500.00	\$ 20,000.00
Total					\$ 20,000.00

Open Records Policy – Exhibit C

Fee Schedule

Charges must be paid before service is provided.

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

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

The first hour of research and retrieval service is free.

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

City Attorney \$30/hr

Assistant City Attorney \$30/hr

Information Services \$30/hr

Department Heads \$30/hr

Supervisor \$30/hr

Non-Supervisory Personnel \$20/hr

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

DVD - \$10

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

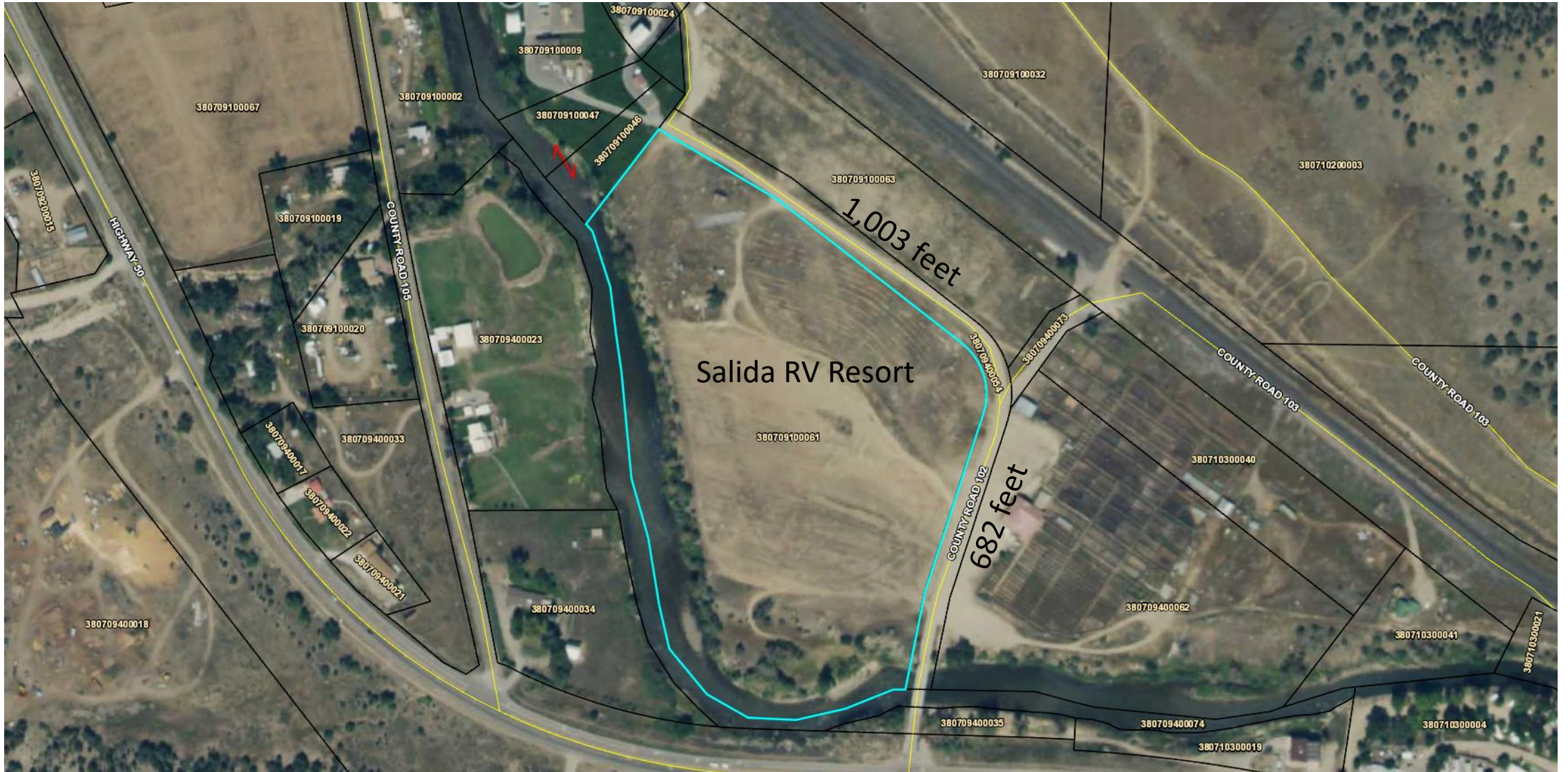
EXHIBIT D

Item 7.

Salida RV Resort
 Construction Schedule
 07/23/2020
 Prepared by: Crabtree Group, Inc.
 Owner: G2M LLC

Notes: Start date unknown. WWTP and Other infrastructure will not run concurrently. Schedule subject to contractor performance, weather, etc.					Week Starting													
					9/7	9/14	9/21	9/28	10/5	10/12	10/19	10/26	11/2	11/9	11/16	11/23	11/30	12/7
Task	Duration	Start	End															
Work in WWTP																		
Tie in to existing stub/structure	3	09/07/2020	09/10/2020															
Temporary Fencing	7	09/07/2020	09/14/2020															
Pothole utilities/structures	3	09/15/2020	09/18/2020															
Sewer Installation	10	09/18/2020	09/28/2020															
Water Installation	10	09/28/2020	10/08/2020															
Asphalt Patch/retaining wall repair	2	10/08/2020	10/10/2020															
Fence Installation	7	10/10/2020	10/17/2020															
Other Public Infrastructure																		
Water Main	21	09/07/2020	09/28/2020															
Xcel relocate poles	21	09/28/2020	10/19/2020															
Sidewalk	14	10/19/2020	11/02/2020															
Subgrade	14	11/02/2020	11/16/2020															
Road Base	14	11/16/2020	11/30/2020															
Asphalt	7	11/30/2020	12/07/2020															

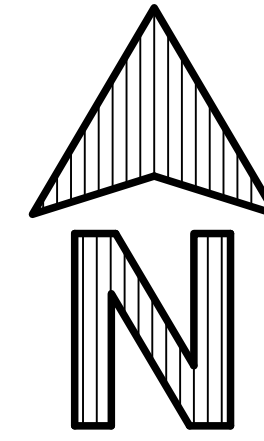
EXHIBIT E



SALIDA RV RESORT

CIVIL COVER SHEET

SALIDA, COLORADO
JANUARY, 2020



VICINITY MAP
NOT TO SCALE

SHEET INDEX

- 1 CIVIL COVER SHEET
- 2 STREET COVER SHEET
- 3 TYPICAL SECTIONS/DETAILS
- 4 COMMON BUILDING SITE PLAN, TYPICAL RV SPACE LAYOUTS
- 5 D&RG STREET PLAN & PROFILE
- 6 D&RG STREET PLAN & PROFILE
- 7 D&RG STREET PLAN & PROFILE
- 8 D&RG STREET PLAN & PROFILE
- 9 SEWER COVER SHEET
- 10 SEWER DETAILS
- 11 WATER COVER SHEET
- 12 WATER DETAILS
- 13 WATER LINE A PLAN & PROFILE
- 14 WATER LINE A PLAN & PROFILE

GENERAL NOTES:

- ANY CHANGES FROM THE PLAN, STANDARD NOTES, STANDARD DESIGNS, OR SPECIFICATIONS SHALL BE CONSIDERED NON-CONFORMING UNLESS APPROVED IN WRITING BY THE ENGINEER. INSTALLATIONS NOT CONFORMING TO THE ABOVE SHALL BE REMOVED AND REPLACED AND/OR CORRECTED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL PROVIDE SUBMITTALS FOR ALL MATERIALS A MINIMUM OF 1 WEEK PRIOR TO START OF CONSTRUCTION FOR REVIEW AND APPROVAL BY THE ENGINEER. ANY MATERIALS NOT RECEIVING APPROVAL PRIOR TO INSTALLATION MAY BE DISALLOWED FOR PAYMENT AND/OR BE REQUIRED TO BE REMOVED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL PROVIDE CONSTRUCTION STAKING FOR ALL ALIGNMENTS AND GRADES BY A LICENSED SURVEYOR. CONSTRUCTION SURVEYING AND FIELD STAKES SHALL UTILIZE THE SAME HORIZONTAL AND VERTICAL DATUMS AND BASIS OF BEARING AS THE DESIGN.
- THE CONTRACTOR SHALL LOCATE ALL UTILITIES AND MONUMENTS OF EVERY NATURE, WHETHER SHOWN HEREON OR NOT, AND PROTECT FROM DAMAGE. THE CONTRACTOR SHALL BEAR THE TOTAL EXPENSE OF REPAIR OR REPLACEMENT OF UTILITIES AND MONUMENTS DAMAGED OR DESTROYED.
- THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS INCLUDING BUT NOT LIMITED TO:
 - A. OSHA REGULATIONS
 - B. NPDES STORMWATER REGULATIONS
 - C. LOCAL, STATE, AND FEDERAL PERMITS
 - D. CLEAN WATER ACT
 - E. INTERNATIONAL PLUMBING CODE
- THE CONTRACTOR SHALL WARRANT ALL WORK FOR A PERIOD OF ONE YEAR COMMENCING FROM THE TIME OF SUBSTANTIAL COMPLETION AS DEFINED BY THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR AND REPLACEMENT OF ALL FAILURES DETERMINED BY THE ENGINEER TO BE CAUSED BY MATERIAL OR WORKMANSHIP DURING THE WARRANTY PERIOD.
- THE CONTRACTOR SHALL MAINTAIN A SET OF PLANS ON THE JOB SITE AT ALL TIMES AND PROVIDE SUBCONTRACTORS WITH A SET OF PLANS. THE CONTRACTOR SHALL MAINTAIN A RED-LINED SET OF PLANS, INDICATING ALL CONSTRUCTION CHANGES, AND KEEP IT UP TO DATE AT ALL TIMES. INCOMPLETE REDLINES SHALL BE SUFFICIENT CAUSE FOR REJECTION OF PAYMENT APPLICATIONS. A COMPLETED RED LINE SET SHALL BE SUBMITTED TO THE ENGINEER PRIOR TO FINAL PAYMENT.
- ALL CONSTRUCTION SHALL COMPLY WITH THE CONSTRUCTION CONTRACT, THESE PLANS AND THE APPLICABLE CONSTRUCTION STANDARDS AND SPECIFICATIONS OF THE RESPECTIVE UTILITY OWNER IN FORCE AT THE TIME OF THE BID AWARD AS INDICATED BELOW:
 - A. SEWER: CITY OF SALIDA CONSTRUCTION STANDARDS AND SPECIFICATIONS
 - B. WATER: CITY OF SALIDA CONSTRUCTION STANDARDS AND SPECIFICATIONS
 - C. STREETS: CITY OF SALIDA CONSTRUCTION STANDARDS AND SPECIFICATIONS
 - D. DITCHES: RESPECTIVE DITCH OWNER STANDARDS AND DITCH AGREEMENTS
- RETESTING REQUIRED DUE TO FAILED MATERIAL TESTS SHALL BE AT THE CONTRACTOR'S EXPENSE.
- CONTRACTOR SHALL PROVIDE PRIVATE RESIDENCES NOTICE A MINIMUM OF 48 HOURS PRIOR TO COMMENCING WORK THAT WILL IMPACT ACCESS OR SERVICES TO THEIR PROPERTIES.
- CONTRACTOR SHALL PROVIDE THE RESPECTIVE UTILITY OWNERS NOTICE A MINIMUM OF 7 DAYS PRIOR TO COMMENCING WORK THAT WILL IMPACT PUBLIC ACCESS OR SERVICES.
- THE CONTRACTOR SHALL AT ALL TIMES MAINTAIN PROPER BARRICADING, DUST CONTROL, TRAFFIC CONTROL, SHORING AND SAFETY MEASURES OF EVERY NATURE.
- THE CONTRACTOR SHALL OBTAIN WRITTEN AGREEMENT TO UTILIZE OFF-SITE PROPERTIES FOR STAGING OR STORAGE OF MATERIALS. CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO MINIMIZE ANY NUISANCE CONDITIONS ARISING FROM THEIR STAGING AND MATERIAL STORAGE AREAS.
- THE CONTRACTOR SHALL COORDINATE WITH THE PUBLIC WORKS DEPARTMENT TO ARRANGE FOR ANY CONSTRUCTION WATER NEEDED PRIOR TO THE START OF CONSTRUCTION.
- THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN FOR APPROVAL BY THE CITY, WHICH MUST BE APPROVED PRIOR TO COMMENCING WITH THE WORK.
- THE CONTRACTOR SHALL SCHEDULE THE WORK TO MINIMIZE THE DISTURBANCE OF MAIL DELIVERY TO ALL AFFECTED ADDRESSES. WHEN NECESSARY, CONTRACTOR SHALL NOTIFY EXISTING RESIDENCES OF IMPENDING DISTURBANCE A MINIMUM OF ONE WEEK PRIOR TO REMOVING/OBSTRUCTING MAILBOXES.
- THE CONTRACTOR IS RESPONSIBLE FOR REPLACING OR REPAIRING ANY DAMAGE TO PRIVATE PROPERTY IMPROVEMENTS AND FOR FINAL CLEAN UP AND STREET SWEEPING OF THE JOB SITE.

GEOTECHNICAL NOTES

- NO GEOTECHNICAL EXPLORATION WAS PERFORMED PRIOR TO THIS DESIGN.
- CGI HAS PREPARED THESE PLANS BASED ON BEST PRACTICES AND INFORMATION FROM GEOTECHNICAL INVESTIGATIONS AND ANALYSIS IN THE GENERAL AREA OF THIS DEVELOPMENT.
- CGI, IN PREPARATION OF THESE PLANS, MAKES NO REPRESENTATION OF GEOTECHNICAL CONDITIONS FOR INFRASTRUCTURE OR BUILDING IMPROVEMENTS.

LEGEND

	EDGE OF NEW ROADWAY
	EDGE OF EXISTING ROADWAY
	EXISTING RIGHT-OF-WAY
	NEW ROAD CENTERLINE
	EXISTING ROAD CENTERLINE
	EXISTING LOT/PROPERTY LINE
	NEW DITCH/SWALE
	EXISTING FENCE LINE
	EXISTING SEWER MAIN
	NEW WATER MAIN (SIZE PER PLAN)
	EXISTING OVERHEAD ELECTRIC/TELEPHONE LINE
	EXISTING WATER MAIN
	EXISTING UNDERGROUND TELEPHONE/ELECTRIC LINE
	EXISTING UNDERGROUND GAS LINE
	PROPOSED MAJOR CONTOUR
	PROPOSED MINOR CONTOUR
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	NEW RIBBON GUTTER
	LIMITS OF ASPHALT/CONCRETE PATCHING (AS NOTED ON PLAN)
	EXISTING CURB & GUTTER
	EXISTING VERTICAL CURB
	NEW/EXISTING UTILITY POLE
	NEW/EXISTING STREET LIGHT
	NEW/EXISTING TRAFFIC SIGN
	NEW/EXISTING HANDICAP PAVEMENT MARKING
	NEW/EXISTING GRADIENT
	NEW/EXISTING SPOT ELEVATION
	NEW/EXISTING FIRE HYDRANT ASSEMBLY
	NEW/EXISTING \"TE\" (SIZE PER PLAN)
	NEW/EXISTING VALVE (SIZE PER PLAN)
	NEW/EXISTING SEWER MANHOLE
	NEW/EXISTING SEWER SERVICE LINE
	CONSTRUCTION NOTE CALL-OUT
	CURVE DATA CALL-OUT
	LINE DATA CALL-OUT
	BEGIN CURVE
	BEGIN CURB RETURN
	CENTERLINE
	CUBIC YARDS
	END CURVE
	END CURB RETURN
	EXISTING GROUND
	EXISTING
	FINISHED GROUND
	FLOWLINE
	FINISHED SURFACE
	GRADE BREAK
	LINEAR FEET
	RIGHT-OF-WAY
	SQUARE FEET
	STANDARD
	TOP OF CURB
	TOP OF MANHOLE
	TYPICAL

SURVEYOR:
 HENDERSON SURVEY
 203 G ST UNIT A
 SALIDA, CO 81201
 PHONE: 719-539-6166
 CONTACT: MIKE HENDERSON

PRELIMINARY 1/20/20

PRIVATE ENGINEER'S NOTES TO CONTRACTOR THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS, OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS. CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE COUNTY, THE CITY, THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.	PREPARED FOR: TK MORRISON CONSTRUCTION, LLC 11100 W 8TH AVENUE #200 LAKEWOOD, CO 80215 PHONE: 303-359-6859 PREPARED UNDER THE DIRECTION OF: _____ DATE _____	PREPARED BY: CRABTREE GROUP INC. ENGINEERING SMART GROWTH™ 328 D STREET SALIDA, CO 81201 PH: 719-539-1875 918 CUYAMA ROAD QJAJ, CA 95028 PH: 719-221-1799	SEAL <table border="1" style="width: 100%; height: 40px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>					CITY OF SALIDA DESIGNED BY TV/RP DRAWN BY RP CHECKED BY TV SCALE 1"=20' DATE JAN. 2020 APPROVED BY: _____ AGENCY HEAD _____ DATE _____ BENCHMARK: -	SALIDA RV RESORT SALIDA, CO CIVIL ENGINEERING PLANS SHEET NO. 1 OF 14 SHTS. PROJECT NO. 18054						
REVISIONS <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>DATE</th> <th>BY</th> <th>MARK</th> <th>APPR.</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>				DATE	BY	MARK	APPR.	DATE						REVISION AGENCY	
DATE	BY	MARK	APPR.	DATE											

SALIDA RV RESORT - CIVIL COVER SHEET



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: September 15, 2020

<p>AGENDA ITEM NO. 5.a.</p>	<p>ORIGINATING DEPARTMENT: Administration</p>	<p>PRESENTED BY: Drew Nelson</p>
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ITEM:

Resolution 2020-31 – Establishing Intergovernmental Agreement for the Chaffee County Multijurisdictional Housing Authority

BACKGROUND:

Over the past year, the City of Salida has been participating with Chaffee County, the Town of Poncha Springs, and the Town of Buena Vista on formulating the creation of a Multijurisdictional Housing Authority (MJHA) to serve the residents and workforce of Chaffee County. Working in conjunction with the Office of Housing, the City has participated in the MJHA Steering Committee meetings that have created the attached Intergovernmental Agreement (IGA) that would create the Authority.

The Authority would have the ability to utilize the following powers under the Colorado Revised Statutes related to workforce and affordable housing:

- Planning
- Financing
- Acquisition
- Construction
- Reconstruction
- Management
- Operations

Utilizing these specific tools, the Authority will be a flexible tool to pursue land and projects across Chaffee County. The Authority will also be enabled to work with municipalities and the County to seek sustainable funding sources, including grants, Certificates of Participation, and potentially requests to voters to approve new taxes to fund affordable housing needs. The IGA is clear that any request for voter approval must also be approved by the governing bodies of individual municipalities.

The Board of Directors for the Authority will consist of nine (9) members – three (3) selected by the Chaffee County Board of County Commissioners, and two (2) from each of the municipalities. The terms of office for Directors will be two-year terms, with the representatives from each jurisdiction overlapping each other.

The Directors generally will be able to approve routine actions via majority vote; however, certain actions will require a supermajority of 66.6% (or 6 members) in order to be in effect. The measures that require a supermajority include:



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: September 15, 2020

AGENDA ITEM NO. 5.a.	ORIGINATING DEPARTMENT: Administration	PRESENTED BY: Drew Nelson
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- condemnation of property for public use;
- proposal of ballot initiatives;
- creating, incurring, assuming, suffering or entering into any debt or indebtedness of any description whatsoever in the aggregate amount in excess of one million dollars;
- the addition of a new jurisdiction; and
- the termination of the Authority.

The Authority will become active upon approval of the IGA by all of the partners in this venture; however, actual organizational capability is not anticipated to commence until January 1, 2021. The interim period will be spent setting up a second IGA that will identify funding responsibilities of the partners along with the organizational structure of employees, which at this time is anticipated to consist of a contract with Chaffee County to utilize existing staff in the Office of Housing. The subsequent IGA is currently under review by legal staff.

FISCAL NOTE:

There is no fiscal cost for the immediate creation of the Authority; however, the City of Salida will continue to fund its obligations in the same manner as the Memorandum of Understanding that created the Office of Housing. Under that MOU, the City currently expends approximately \$22,000 annually, and will be budgeted to do the same in the 2021 Annual Budget.

STAFF RECOMMENDATION:

Staff recommends that the City Council approve Resolution 2020-31, which would create the Chaffee County Multijurisdictional Housing Authority.

SUGGESTED MOTIONS:

A City Councilperson should make a motion to approve Resolution 2020-31, approving the Establishing Intergovernmental Agreement for the Chaffee County Multijurisdictional Housing Authority, followed by a second and a roll call vote.

CITY OF SALIDA, COLORADO
RESOLUTION 2020-31
(Series of 2020)

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO,
APPROVING THE ESTABLISHING INTERGOVERNMENTAL AGREEMENT FOR THE
CHAFFEE COUNTY MULTIJURISDICTIONAL HOUSING AUTHORITY**

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

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

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

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

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

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

1. The Salida City Council incorporates the foregoing recitals as its conclusions, facts, determinations, and findings.
2. The Establishing Intergovernmental Agreement for the Chaffee County Multijurisdictional Housing Authority, attached as Exhibit A, is hereby approved, and the Mayor is further authorized to sign the Intergovernmental Agreement.

RESOLVED, APPROVED, AND ADOPTED this 15th day September, 2020.

CITY OF SALIDA, COLORADO

By

P.T. Wood, Mayor

[SEAL]

ATTEST:

City Clerk/Deputy City Clerk

ESTABLISHING INTERGOVERNMENTAL AGREEMENT FOR THE CHAFFEE COUNTY MULTIJURISDICTIONAL HOUSING AUTHORITY

This Intergovernmental Agreement (“Agreement”) is entered into as of the Effective Date, defined below, by and among the Board of County Commissioners of Chaffee County, Colorado (“County”); the Town of Buena Vista (“Buena Vista”); the Town of Poncha Springs (“Poncha Springs”); and the City of Salida (“Salida”) (collectively, the “parties”) each of which is a political subdivision of the State of Colorado.

Recitals

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

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

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

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

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

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

The County, Buena Vista, Poncha Springs, and Salida recognize the benefits and advantages obtained by working together to establish and create a multijurisdictional housing authority to provide attainable and affordable housing projects or programs for local low or moderate income families and for employees of local employers, and therefore desire to participate with one another in the establishment of a multijurisdictional housing authority serving the interests of residents of the County, Buena Vista, Poncha Springs, and Salida.

NOW THEREFORE, the parties desire to create the Chaffee Housing Authority, a Multijurisdictional Housing Authority, a body and corporate and politic and a separate governmental entity of the State of Colorado, pursuant to C. R. S. § 29-1-204.5, by this Agreement, the parties hereby mutually agree as follows:

ARTICLE I
Name

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

ARTICLE II
Purpose

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

ARTICLE III
Boundaries

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

ARTICLE IV
Establishment and Organization of Governance

- (a) Governance: The Authority shall be governed by a Board of Directors (“Board”). All legislative power of the Authority is vested in the Board as described below.
- (b) Board of Directors. The inaugural Board shall be comprised of nine (9) members. The County shall appoint three members and Buena Vista, Poncha Springs, and Salida shall each appoint two members to the Board. Each party shall be responsible for identifying its member(s) to the Board and deciding if it shall be an elected official or a designated member. Additionally, each party shall appoint an alternate or alternates, who may serve in the event a regular member is unable to attend a meeting. When attending as described, alternate members shall have the same powers and duties as regular members.
- (c) Duties of Board. It shall be the duty of the Board to govern the affairs of the Authority, to establish policies of the Authority, to comply with parts 1, 5, and 6 of C.R.S. § 29-1-

204.5 as amended from time to time, and to exercise with due diligence and prudence the purpose and powers set forth herein, including, but not limited to the following:

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

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

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

All members of the Board must be residents of Chaffee County, or in the case that a new governmental entity is permitted to join the Authority, the Board member representing the new governmental entity must be a resident of the county in which the new member entity is situated, and shall have reached the age of 18 years of the effective date of their appointment.

Members of the Board shall serve two-year terms, with reappointment from the appointing jurisdiction at the end of each two-year term, except that, members of the inaugural Board from each appointing jurisdiction shall initially serve staggered terms of one and two years, which will respectively expire on January 31, 2022 and January 31, 2023, as designated by the appointing entity upon the member's appointment, after which the Members are eligible to serve their remaining two-year terms. The County's three inaugural Board members shall be designated such that one Board member serves a one-year term and the other two members will serve two-year terms.

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

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

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

consist of a majority of the Board Members currently appointed to the Board. Board Members unable to attend a meeting must notify the Board in writing in advance of a meeting when a designated alternate will attend in their place.

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

- i. condemnation of property for public use;
- ii. proposal of ballot initiatives;
- iii. creating, incurring, assuming, suffering or entering into any debt or indebtedness of any description whatsoever in the aggregate amount in excess of one million dollars;
- iv. the addition of a new jurisdiction; and
- v. the termination of the Authority.

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

- (e) Officers. The Board of Directors shall establish an Executive Committee, which will include four officers, Chair, Vice Chair, Secretary and Treasurer, who shall be elected or appointed annually by a majority vote of the full Board of Directors and serve a one-year term and the Secretary or Treasurer need not be a member of the Board. A vacancy in any office may be filled by the Board by a majority vote of the full Board of Directors for the unexpired portion of the term. Any officer may be removed by a majority vote of the Board of Directors whenever, in the Board's judgment, it is in the best interest of the Authority.

1. Duties.

- i. The Chair shall preside at all meetings and execute all legal instruments that have been authorized by the Board, on behalf of the Authority. The Chair shall perform all duties incident to the office of Chair and such other duties as may be established by the Board.
- ii. The Vice Chair shall serve as Chair in the event the Chair is absent or unable to fulfill the duties of Chair and when so acting shall have all the powers of and be subject to all the restrictions upon the Chair. The Vice Chair shall perform such other duties as may be established by the Board.
- iii. The Secretary shall be responsible for the minutes of the Board meetings, assure that all notices are duly given in accordance with the provisions of C.R.S. § 24-6-401, *et seq.* and fulfill other duties as may be established by the Board.
- iv. The Treasurer shall be the financial officer for the Authority and shall oversee the preparation of the Authority's budget, oversee financial transactions, perform all duties incident to the officer of Treasurer, coordinate with department of revenue regarding the collection of any sales and use tax authorized pursuant to C.R.S. § 29-1-204.5 and fulfill other duties as may be established by the Board. All checks written from

an Authority bank account over \$15,000 shall require the signature of the Treasurer and the Chair or Vice Chair.

2. **Salaries and Expenses.** The Board of Directors shall fix the salaries of the officers from time to time and no officer shall be prevented from receiving such salary by reason of the fact that he or she is also a director of the Authority. Each officer shall also be entitled to his or her necessary expenses, including traveling expenses, incurred in the discharge of his or her duties.
- (f) **New Members.** The Board of Directors may approve other jurisdictions to join the multijurisdictional housing authority and redefine the Authority's boundaries to include the jurisdiction through a vote, with at least two thirds (66.67%) of the Board membership voting in approval and approval by the governing body of the prospective new member party and each then-existing party. Notwithstanding the foregoing, any new member joining the Authority shall be a governmental entity that either shares a boundary with Chaffee County or is wholly situated within Chaffee County. The sitting Board will dictate the opting-in jurisdiction's financial contribution to the Authority, based on the same formula that establishes the current Authority's Party's own contribution, and will require a resolution to be passed by the incoming jurisdictions governing body prior to entertaining such requests. If a new member joins the Authority, subject to the membership requirements herein, said new member will be represented by two Board members. The addition of any new member shall correspondingly increase the total number of Board members by two members.
- (g) **Conflict of Interest.** No member of the Board and no any immediate member of the family of any such member shall acquire or have any interest, direct or indirect, in (a) any property or project acquired, held, leased or sold by the Authority; or (b) any entity with whom the Authority has contracted with to plan, finance, construct, reconstruct, repair, maintain, manage or operate any property, project or program related to the Authority. If any Board member has such an interest, whether direct or indirect, he or she shall immediately disclose the same in writing to the Board, and such disclosures shall be entered upon the minutes of the Board. Upon such disclosure, such Board member shall not participate in any action by the Board affecting the project, property, or contract unless the Board determines that, in light of such personal interest, the participation of such member in any such act would not be contrary to the public interest, the affected member shall not vote in the Board's determination of a conflict of interest.

ARTICLE V

Source of Revenue

- (a) **Sources of Revenue.** The possible sources of revenue for the Authority may include, but are not limited to, the following:
1. federal, state, local and private grants;
 2. fees associated with property management and/or deed restriction management;
 3. interest on interest-bearing accounts;
 4. proprietary revenue of the parties in accordance with this Agreement;

5. sales and/or use taxes levied in accordance with this Agreement and other applicable law;
 6. ad valorem taxes levied in accordance with this Agreement and other applicable law;
 7. private donations;
 8. development impact fees imposed in accordance with this Agreement and other applicable law; and
 9. revenue or general obligation bonds issued in accordance with applicable law.
- (b) Prerequisites for All Tax Levies and Impact Fees. The Authority shall not establish or increase any tax unless first submitted to a vote of the registered electors of the Authority in which the tax is proposed to be collected. Moreover, prior to levying any tax on any property within the boundaries of the Authority, the Board of Directors shall:
1. Adopt a resolution determining that the levying of such taxes will fairly distribute the costs of the Authority's activities among the persons and businesses benefited thereby and will not impose an undue burden on any particular group of persons or businesses; and
 2. Obtain the prior written consent of the governing party or parties having jurisdiction over the property on which the taxes are proposed to be levied or imposed.
- (c) Sales and Use Taxes. Any sales or use tax imposed or levied by the Authority on any transactions within the boundaries of the Authority shall not exceed the rate of one percent. Prior to levying any sales or use tax, the Authority shall designate the Treasurer who shall coordinate with the Colorado Department of Revenue regarding the collection, administration, and enforcement of any sales and use tax to be levied in the manner established by C.R.S. § 29-1-204.5, as it may be amended from time to time, and by other applicable law. The Authority shall apply the proceeds of all sales or use taxes solely towards the purposes, functions, or services authorized by this Agreement.
- (d) Ad Valorem Taxes. The Authority may levy an ad valorem tax on all properties within the Authority's boundaries of the Authority at a rate not to exceed five mills on each dollar of valuation for assessment of the taxable property within such boundaries. To levy an ad valorem tax, the Board shall certify to the Chaffee County Board of County Commissioners the levy of ad valorem property taxes in accordance with the schedule prescribed by C.R.S. § 39-5-128, as it may be amended from time to time. Thereafter, Chaffee County shall levy and collect the ad valorem taxes in the manner prescribed by law. All taxes levied under this Section, together with interest thereon and penalties for default in payment thereof, and all costs of collecting them shall constitute, until paid, a perpetual lien on and against the property taxed, and such lien shall be on a parity with the tax lien of other general taxes.
- (e) Development Impact Fees. The Authority shall not impose a development impact fee unless it also imposes a sales or use tax or an ad valorem tax pursuant to this agreement, or both and in the manner established by C.R.S. § 29-1-204.5, as it may be amended from time to time. No development impact fee imposed by the Authority shall be

imposed on the development, construction or permitting of low- or moderate-income housing or affordable employee housing. No impact fee shall be imposed by the authority without the prior written consent of the governing party or parties having jurisdiction over the property on which the impact fees are imposed. Any development impact fee imposed by the Authority shall not exceed the rate of two dollars (\$2.00) per square foot of gross floor area of any building constructed thereon.

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

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

ARTICLE VI

Powers and Functions

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

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

1. To plan, finance, acquire, construct, reconstruct, manage, and operate housing for households located within the jurisdiction of the Authority, in particular, low- to moderate-income households;
2. To plan, finance, acquire, construct, reconstruct, manage and operate housing programs for employees of employers located within the jurisdiction of the Authority;
3. To make and enter into contracts with any person, including, without limitation, contracts with state or federal agencies, private enterprises, and nonprofit organizations;
4. To employ agents and employees;
5. To cooperate with state and federal governments concerning the financing of housing projects and programs;
6. To acquire, hold, lease, (as lessor or lessee), sell, or otherwise dispose of any real or personal property, commodity, or service;
7. To condemn property for public use, if such property is not owned by any governmental entity or any public utility and devoted to public use pursuant to state

- authority; provided, however, that the use of the condemnation by the Authority shall occur with the concurrence of the participating local government jurisdiction where the proposed condemnation action is located;
8. To levy, in all of the area within the boundaries of the Authority, a sales or use tax, or both, upon every transaction or other incident with respect to which a sales or use tax is levied by the state, as more fully described in Article V(c) of this Agreement.
 9. To levy, in all of the area within the boundaries of the Authority, an ad valorem tax; provided, however, that the use of taxing authority by the Authority shall occur only with the concurrence of all of the participating local government jurisdictions prior to submission for voter approval, as more fully described in Article V(d) of this Agreement.
 10. To incur debts, liabilities, or obligations;
 11. To sue and be sued in its own name;
 12. To have and use a corporate seal;
 13. To fix, maintain, and revise fees, rents, security deposits, and charges for functions, services, or facilities provided by the Authority;
 14. To adopt, by resolution, bylaws or regulations respecting the exercise of its powers and the carrying out of its purposes;
 15. To exercise any other powers that are essential to the provision of functions, services, or facilities by the Authority and that are specified in this Agreement;
 16. To perform any act and things authorized by C.R.S. § 29-1-204.5, as may be amended from time to time, under, through, or by means of an agent or by contracts with any person, firm, or corporation;
 17. To issue revenue or general obligation bonds according to state law;
 18. To establish, and from time to time increase or decrease, a development impact fee and collect such fee from persons who own property located within the boundaries of the Authority who apply for approval for new residential, commercial, or industrial construction in accordance with applicable ordinances, resolutions, or regulations of any county or municipality as more fully described in Article V(e) of this Agreement. To establish enterprises for the ownership, planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, or operation or any combination of the foregoing, of housing projects or programs as authorized C.R.S. § 29-1-204.5, as may be amended from time to time, and by this section on the same terms as and subject to the same conditions provided in C.R.S. § 43-4-605, as may be amended from time to time.
 19. To propose a referred measure to the electorate providing that the Authority is authorized to collect and spend or reserve all revenues of the Authority from existing property and sales or use taxes, non-federal grants and other revenue sources in any given year or in perpetuity to fulfill any of the prescribed purposes of the Authority, notwithstanding any limitation set forth in Article X, Section 20 of the Colorado Constitution.
- (b) Functions. The functions, duties, and emphasis for the Housing Authority as listed herein do not necessarily constitute a complete list; the Board of Directors may choose to

work in other functional areas supportive of affordable and workforce housing. Likewise, the list is not intended to suggest that all the functions should be a part of the initial strategic administrative plan for the Authority; the type and number of functions will depend upon the direction of the Board of Directors and the capacity of the Housing Authority to engage in particular areas of work.

1. Permanent staff/services, with some work to be contracted;
2. Provide homeownership and rental assistance programs;
3. Administer CDBG and HOME funding, if applicable;
4. Identify properties that can be developed or redeveloped for affordable and/or workforce housing;
5. Issue double tax-exempt bonds for affordable housing;
6. Create public/private partnerships, including but not limited to, assisting private developers and non-profits in packaging deals and group funding for a variety of resources;
7. Conduct housing habitability inspections for Rental Deposit Guarantee Program or other housing programs;
8. Facilitate education regarding Fair Housing Law and other regulations;
9. Implement measures for privately held deed restricted properties, such as: qualifying buyers and renters for affordable units; marketing available properties; setting affordable prices for new and resale properties; setting up and implementing lottery process; answering inquiries about available affordable units; setting maximum initial and resale prices; and keeping a current list of available properties and who to contact.

Article VIII

Status as a Separate Entity and Political Subdivision

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

ARTICLE IX

Insurance

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

ARTICLE X

Provisions

- (a) Term. This Agreement shall continue in full force and effect until terminated in accordance with the provisions of subparagraph (c), below.
- (b) Amendment. This Agreement may be modified or amended only by action of the respective governing bodies of all Member Jurisdictions.
- (c) Termination. This Agreement may be rescinded or terminated by the approval of two thirds (66.67%) of the full Board. In the event of the rescission or termination of this Agreement and the dissolution of the Authority, all right, title, and interest of the Authority in General Assets (as hereinafter defined) of the Authority shall be conveyed to the Members who are such at the time of rescission or termination, as tenant-in-common subject to any outstanding liens, mortgages, or other pledges of such General Assets. The interest in the General Assets of the Authority conveyed to each Member shall be that proportion with the total dollar amount paid or contributed by such Member to the Authority for all purposes during the life of the Authority by all such Members during the life of the Authority. The term "General Asset" as used herein shall include all legal and equitable interests in real or personal property, tangible or intangible, of the Authority. Notwithstanding the foregoing, the right of the Board or the parties to terminate this Agreement shall be abrogated if the Authority has bonds, notes or other obligations outstanding at the time of the proposed termination unless provision for full payment of the same has been made by escrow or otherwise.
- (d) Withdrawal. Any Member may withdraw from the Authority, with the written consent and approval of the Member's governing body and with at least two thirds (66.67%) of the Board membership voting in approval, as of the end of any calendar year by giving written notice to the Authority at least 90 days prior to the end of such calendar year, provided that such withdrawing Member shall pay all of its obligations hereunder or any effective funding agreement to the effective date of its withdrawal. If a party withdraws from the Authority, the said party will lose its representation on the Board and that the total number of Board members shall decrease by the number of the party's Board

members. Within 90 days of a party withdrawing, the remaining parties shall review this Agreement, the Funding Agreement and all pertinent agreement between the parties concerning the Authority and re-negotiate, redraft or amend the agreements as necessary to continue the duties and obligations of the Authority.

- (e) Funding Appropriated. Notwithstanding any other term or condition of this Agreement, it is expressly understood and agreed that the obligation of any party for all or any part of the payment obligations herein or effective funding agreement,, whether direct or contingent, shall only extend to payment of monies duly and lawfully appropriated for the purpose of this Agreement by each party's respective governing body. Each party hereby represents to the other that all monies necessary to pay that party's obligations set out herein or effective funding agreement for the project as of the date of execution of this contract have been legally appropriated for the purpose of this Agreement.
- (f) Applicable Law. This Agreement shall be interpreted pursuant to the laws of the State of Colorado. The parties agree to comply with all applicable federal, state, and local statutes, charter provisions, ordinances, rules, regulations, and standards as are in effect at the time this agreement is executed.
- (g) Severability. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a term that will achieve the original intent of the parties hereunder.
- (h) Venue. Venue for any litigation arising out of any dispute hereunder shall be in the Chaffee County District Court, State of Colorado.
- (i) Headings for Convenience. Headings and titles contained herein are intended for the convenience and reference of the parties only and are not intended to combine, limit, or describe the scope or intent of any provision of this Agreement.
- (j) No Waiver of Governmental Immunity Act. The parties hereto understand and agree that all parties, their commissioners, mayors, city councils, agents, and employees are relying on, and do not waive or intend to waive by any provision in this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to that party.
- (k) Entire Agreement. This Agreement constitutes the entire Agreement of the parties hereto. The parties agree there have been no representations made other than those contained herein; that this Agreement constitutes their entire Agreement; and further

agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.

- (l) No Third-Party Beneficiaries. The parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the parties to this Agreement, shall have any right, legal or equitable to enforce any provision of this Agreement.
- (m) Notices. All notices shall be in writing. Notices will be deemed to have been duly given if delivered personally or if mailed via certified mail (return receipt requested and postage prepaid) and confirmed by such certified mail receipt, given by facsimile or e-mail confirmed by receipt, or sent by courier confirmed by receipt, addressed to the party at the address set forth below or at such other address as either party may designate to the other in accordance with this Section. Notices shall be deemed to be given on the date of receipt, except that if delivery is refused, notice shall be deemed given on the fifth (5th) day after it is sent.
- (n) Interpretation. Subject only to the express limitation set forth herein, this Agreement shall be liberally construed (a) to permit the Authority and the parties to exercise all powers that may be exercised by a multijurisdictional housing authority pursuant to Colorado law; (b) to permit the parties hereto to exercise all powers that may be exercised by them with respect to the subject matter of this Agreement and applicable law; and (c) to permit the Board of Directors to exercise all powers that may be exercised by the board of directors of a multijurisdictional housing authority pursuant to Colorado law and by the governing body of a separate legal entity created by contract among the parties pursuant to C.R.S. § 29-1-203.

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

CHAFFEE COUNTY, STATE OF COLORADO

[INSERT SIGNATURE BLOCKS HERE]

Exhibit A

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

Parcel Number R380706400011
Property Class Clubhouse
Taxing District 07
Acres 5.95
Brief Tax Description

Physical Address 525 SIXTEENTH ST
Owner Address SALIDA HOUSING AUTHORITY
SALIDA, CO 81201

Total Value \$3,159,338

Last 2 Sales			
Date	Price	Reason	Qual
n/a	0	n/a	n/a
n/a	0	n/a	n/a

BLKS 179 & 180 AND VACATED
ALLEYWAYS BASSETT ADDITION B358 P379
(Note: Not to be used on legal documents)



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: September 15, 2020

AGENDA ITEM NO. 5.b.	ORIGINATING DEPARTMENT: Administration	PRESENTED BY: Drew Nelson
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ITEM:

Resolution 2020-32 – Amending and Readopting a Civility Invocation, and Proclaiming the City of Salida as a Hate-Free Zone and Celebrating Diversity and Encouraging Tolerance and Respect

BACKGROUND:

Per direction from City Council, staff prepared an amendment and restatement of the City Council’s Civility Invocation to include a statement of the City of Salida as a hate-free zone. The attached proclamation is sewn into the Civility Invocation to continuously declare the City as a hate-free zone and confirms a policy of non-discrimination on the basis of a person’s race, color, religion, ancestry, national origin, age, gender, gender identity, marital status, military or veteran status, political affiliation, socio-economic class, medical condition, or physical or mental disability. Staff worked with members of the City Council, as well as representatives of the Civility Coalition, to craft language that is representative of the views of the Council to hold leadership accountable to these goals.

FISCAL NOTE:

None.

STAFF RECOMMENDATION:

None.

SUGGESTED MOTIONS:

A City Councilperson should make a motion to approve Resolution 2020-32, Amending and Readopting a Civility Invocation, and Proclaiming the City of Salida as a Hate-Free Zone and Celebrating Diversity and Encouraging Tolerance and Respect, followed by a second and a roll call vote.

**CITY OF SALIDA, COLORADO
RESOLUTION 2020-32
(Series of 2020)**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO,
AMENDING AND READOPTING A CIVILITY INVOCATION, AND PROCLAIMING THE
CITY OF SALIDA AS A HATE-FREE ZONE AND CELEBRATING DIVERSITY AND
ENCOURAGING TOLERANCE AND RESPECT**

WHEREAS, the Salida City Council approved Resolution 2020-10, adopting a Civility Invocation; and

WHEREAS, citizens of the City of Salida have approached the City Council numerous times to encourage engaging in civil discourse necessary for a thriving community; and

WHEREAS, the Salida City Council desires to conduct its business and governance with civility towards participants in its regular meetings and to provide an example of conduct that supports engagement; and

WHEREAS, the Salida City Council encourages lively and passionate debate that provokes thoughtful and inclusive decision-making, without actions or words that limit or discourage participation; and

WHEREAS, the Salida City Council desires to officially confirm an invocation for recitation to inspire civil discourse at its regular meetings; and

WHEREAS, the Salida City Council has consistently and repeatedly denounced all forms of prejudice, discrimination, intolerance and intimidation; and

WHEREAS, the Salida City Council hereby amends and readopts its Civility Invocation to include a proclamation of non-discrimination and anti-bias for the City of Salida; and

WHEREAS, the Salida City Council desires to proclaim and declare Salida a hate-free zone and condemns acts causing fear, intimidation, harassment, and harm motivated by bias or prejudice, and furthermore, declares and affirms a policy of non-discrimination on the basis of a person's race, color, religion, ancestry, national origin, age, gender, gender identity, marital status, military or veteran status, political affiliation, socio-economic class, medical condition, or physical or mental disability.

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

1. The Salida City Council incorporates the foregoing recitals as its conclusions, facts, determinations, and findings.
2. The Salida City Council will recite the Civility Invocation, attached as Exhibit A, at every regular and special meeting of the Salida City Council, and will encourage its subordinate boards and committees to adopt the same.
3. The Salida City Council hereby approves a Proclamation, attached as Exhibit B, proclaiming and declaring Salida a hate-free zone.

RESOLVED, APPROVED, AND ADOPTED this 15th day September, 2020.

CITY OF SALIDA, COLORADO

By _____
P.T. Wood, Mayor

[SEAL]

ATTEST:

City Clerk/Deputy City Clerk

CIVILITY INVOCATION

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

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

Proclamation

Celebrating Diversity and Encouraging Tolerance and Respect

Whereas, the Salida City Council has consistently and repeatedly denounced all forms of prejudice, discrimination, intolerance, and intimidation; and

Whereas, the Salida City Council recognizes that respecting individual dignity, celebrating diversity, and promoting tolerance are the responsibilities of citizens and elected officials alike; and

Whereas, the Salida City Council embraces the broad social, ethnic, racial, and cultural diversity represented by Salida residents, Salida Public Schools and Colorado Mountain College students, and visitors to our community; and

Whereas, the City of Salida desires to promote social harmony among residents and visitors to our community; increase participation in government, business, media and social life among all parts of the community; and a commitment to resolving issues collaboratively through civil discourse and finding common ground; and

Whereas, respect for diversity is a cornerstone of community building.

Now, therefore, the Salida City Council does hereby proclaim and declare Salida, Colorado as a hate-free zone and condemns acts causing fear, intimidation, harassment, and harm motivated by bias or prejudice, and furthermore, declares and affirms a policy of non-discrimination on the basis of a person's race, color, religion, ancestry, national origin, age, gender, gender identity, marital status, military or veteran status, political affiliation, socio-economic class, medical condition, or physical or mental disability.

P.T. Wood, Mayor

Date



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: September 15, 2020

AGENDA ITEM NO. 5.c.	ORIGINATING DEPARTMENT: Administration	PRESENTED BY: Drew Nelson
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ITEM:

An Agreement Between the City of Salida and the Chaffee County Community Foundation to Provide Coronavirus Relief Funding to Non-Profit Organizations

BACKGROUND:

As discussed during the August 17th City Council worksession, the Council provided direction to staff to collaborate with the Chaffee County Community Foundation to create a funding stream for local non-profit organizations stretched by the Covid-19 pandemic. The City of Salida has been authorized to spend funds to offset the cost of coronavirus response, including reimbursements for both businesses and non-profit organizations. The Business Emergency Relief Grant funds were announced in May; this program would work similarly to that process but would involve the CCCF as the determining agency for relief. Following determination of need, the CCCF would submit receipts to the City, which would be passed through to the Coronavirus Relief Funds (CVRF) allocation reserved for the City of Salida (through the Department of Local Affairs).

FISCAL NOTE:

\$91,760 in reimbursable CARES Act/CVRF funds. It should be noted that the City’s contribution would be larger than that allocated to Chaffee County, and the program would be smaller than originally proposed. The County’s allocation is reflective of concerns over money spent by Chaffee County to-date (more than \$600,000 of their \$900,000 allocation) and to preserve funds for later in the fall, as the public health climate most likely will become more dynamic.

STAFF RECOMMENDATION:

Staff recommends that the City Council approve an agreement with the Chaffee County Community Foundation to provide Coronavirus Relief Funding to non-profit organizations.

SUGGESTED MOTIONS:

A City Councilperson should make a motion to approve an agreement with the Chaffee County Community Foundation to provide Coronavirus Relief Funding to non-profit organizations, and to instruct the City Administrator to complete and sign the agreement to this end in the manner described by the City Council, followed by a second and a roll call vote.

AGREEMENT

This Agreement, effective as of _____, 2020, is between _____ (“**Government**”) and **Chaffee County Community Foundation** (“**Contractor**”) (collectively, “*the Parties*”). Subject to the following recitals, paragraphs A and B, inclusive, which are a part of the substance of this Agreement, the Parties agree as follows:

- A. This Agreement constitutes the entire agreement between the parties and contains all the agreements between them with respect to the subject matter hereof. To the extent all outstanding debts have been paid, it also supersedes any and all other agreements or contracts, either oral or written, between the parties with respect to the subject matter hereof.
- B. Government desires to retain Contractor as a contractor to perform grant and reimbursement services and Contractor agrees to perform such services as a contractor, with respect to the “**Coronavirus Relief Fund**” project (“**Project**”). The Parties agree as follows:
 - 1. **Services Covered.** Government hereby engages Contractor to perform the services described in **Attachment A** (the “*Services*”):
 - 2. **Term.** Unless earlier terminated in accordance with paragraph 14 below, the Agreement shall commence the effective date of this Agreement and terminate upon the later of (i) the completion of the Services described in Attachment A; or (ii) the payment by Government of all fees due to Contractor.
 - 3. **Taxpayer Identification Number.** Prior to commencing the Services, Contractor shall provide Government with a duly executed IRS Form W-9. Contractor confirms that its taxpayer identification number is: 26-4605574.
 - 4. **No Training or Instructions.** Government enters into this Agreement based on Contractor’s demonstrated ability to perform the type of services that it believes, and that Contractor has represented, are needed to accomplish the Services. Consequently, Government does not contemplate providing Contractor with any training or instructions with respect to the Services.
 - 5. **Intent of Contractor Relationship.**
 - a. In light of the contractor relationship, Contractor is not required to work exclusively for the Government.
 - b. **Contractor further acknowledges that Contractor is responsible for carrying and maintaining all required insurance coverage, such as Workers’ Compensation and Unemployment Insurance. Contractor acknowledges that its Workers’ Compensation coverage is the sole remedy for any injury incurred performing services for the Government, including injuries incurred while driving an automobile in connection with Government business. Contractor hereby knowingly and voluntarily waives any right to claim any coverage and/or benefits under the Government’s workers’ compensation insurance policy.**
 - c. Contractor agrees that even if a court or government agency determines that Contractor and the Government have had a common law employer-employee relationship, Contractor will still be bound by this Agreement and will not be entitled to receive from the Government or have the Government provide on his behalf any different or additional pay, or any benefits, insurance coverage, tax payments, or withholding, or compensation of any kind. Contractor hereby knowingly and voluntarily waives any right to claim any such benefits or payments on the ground of the performance of services

under this Agreement.

- 6. **No Benefits.** None of the benefits, if any, that Government provides to its employees shall be available to Contractor (or its employees, if any, which for purposes of this paragraph shall be included in the term “Contractor”). Contractor’s exclusion from benefit programs maintained by Government is a material component of the terms of compensation negotiated by the Parties, and is not premised on Contractor’s status as a nonemployee with respect to Government. To the extent that Contractor may become eligible for any benefit programs maintained by Government (regardless of the timing of or reason for eligibility), Contractor hereby waives its right to participate in the programs. Contractor also agrees that, consistent with its contractor status, it will not apply for any government-sponsored benefits that are intended to apply to employees, including, but not limited to, unemployment benefits.
- 7. **Equipment and Tools.** Contractor shall provide and be responsible for maintaining any equipment and tools that Contractor uses, or determines is necessary, to accomplish the Services.
- 8. **Manner and Location.** Contractor shall have the right to perform the Services in such manner, and at such locations, as Contractor deems appropriate, subject to any inherent requirements related to the Services such as work which by its very nature must be performed at a client’s location. Government shall have no right to interfere with Contractor’s judgment with respect to the manner, and place of performance of the Services, so long as any performance deadlines and guidelines that may be established by Government are satisfied.
- 9. **Right to Engage Assistants.** Contractor shall have the right to engage others to assist in the accomplishment of the Services. Contractor shall be solely responsible for paying all compensation owed to any assistants, and for applicable taxes.
- 10. **Contracting Power.** This Agreement shall not, and does not, grant Contractor any authority to assume or create any obligation or responsibility on behalf of or in the name of Government, or to bind Government in any manner, without the express prior written consent of Government’s representative who has signed this Agreement.
- 11. **Termination.** Either party, with or without cause, and for any reason, may terminate this Agreement upon fourteen (14) days’ notice. Any compensation due at the time of termination shall be paid accordingly (on a pro-rata (per day) basis, if applicable). Government shall pay Contractor the compensation to which it is entitled through the end of the notice period and thereafter all obligations of Government and Contractor will terminate. In the case of a material breach of this Agreement by one Party, the other Party shall have the right to terminate this Agreement with no advance notice if after providing the breaching Party with notice of the breach, the breaching Party fails to cure the breach within seven (7) days after receipt of the notice of breach.
- 12. **Notices.** Any notice or communication under this Agreement must be in writing and shall be effective upon delivery by hand or electronically, and addressed to Government or to Contractor at the corresponding address below. Contractor shall be obligated to notify Government in writing of any change in its address. Notice of change of address shall be effective only when done in accordance with this Paragraph.

Government’s Notice Contact:

- [Government Entity]
- [Primary Contact Name & Title]
- [Primary Contact Email]
- [Primary Contact Phone]

Contractor’s Notice Contact:

Chaffee County Community Foundation
Joseph Teipel, Executive Director
joseph@chaffeecommunity.org
(719) 204-5071

13. Integration, Amendments, and Waivers. Except as noted herein, this Agreement is intended to be the final, complete, and exclusive statement of the terms of Contractor’s engagement by Government. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the engagement of Contractor, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of Government, now or in the future, apply to Contractor and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control. This Agreement may not be amended except by an instrument in writing, signed by each of the Parties. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

14. Survival and Assignment; Severability. Those provisions in this Agreement that are necessary to protect the interests of the Parties as envisioned in this Agreement shall survive termination of this Agreement. Contractor shall not assign any rights or obligations under this Agreement. If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

15. Governing Law, Forum, and Attorneys’ Fees. This Agreement shall be governed by and construed in accordance with the law of the State of Colorado, without regard to conflicts of law principles. Venue for any action brought under this Agreement, or for the enforcement of any provision of this Agreement, shall be brought exclusively in the state or federal courts of the State of Colorado.

16. Interpretation; Force Majeure. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any Party. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. Neither Party shall be liable for any damages or other losses resulting from failure to perform its obligations under this Agreement where such failure is the result of a cause beyond the Party’s reasonable control.

CONTRACTOR:

Chaffee County Community Foundation _____
By: Joseph Teipel
Address: PO Box 492 Its: Executive Director
Buena Vista, CO 81211

GOVERNMENT:

[ENTITY NAME] _____
By: [NAME]
Address: [PRIMARY ADDRESS] Its: [TITLE]
[CITY STATE ZIP]

**ATTACHMENT A
PROFESSIONAL SERVICES AGREEMENT**

Scope of Services

- Design and launch online applications for both nonprofit organizations and youth programming reimbursable grants.
 - Applications will have a single deadline to ensure timely reimbursement and invoicing
 - Contractor will publicize the grant programs widely to ensure broad awareness and participation
- Design and implement application and documentation review processes to ensure adequate tie to Coronavirus Relief Fund requirements. Coordinate detailed questions with DOLA representative.
- Assemble approved grants into consolidated invoice to Government.
- Upon receipt of payment from Government, execute payments to grantees
-

Fee

The Government shall pay the Contractor the following Fee for Services related to the above scope of work. The amount of the fee is not dependent on the amount of grant dollars distributed, but instead reflects the work involved in the whole scope of work.

Payment Date or Benchmark	Amount
November 1 st , 2020 OR submittal of grants invoice package	[appropriate amount from Government based on percentage agreed]



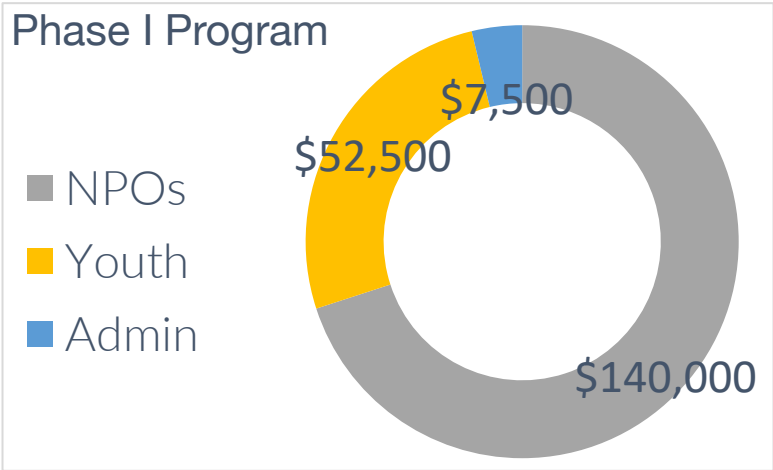
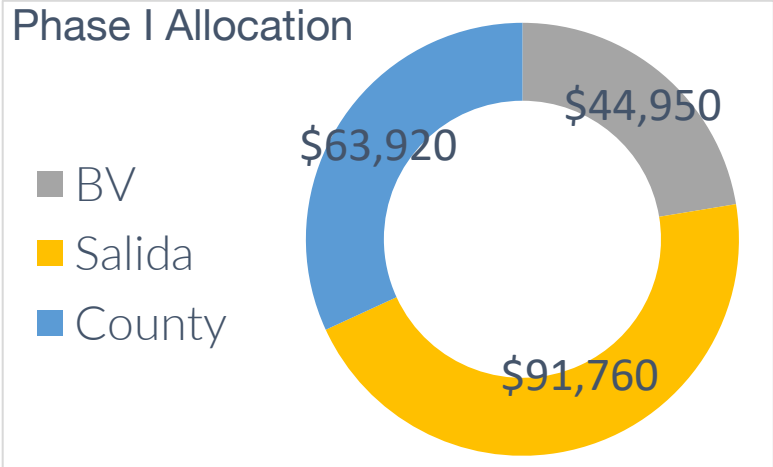
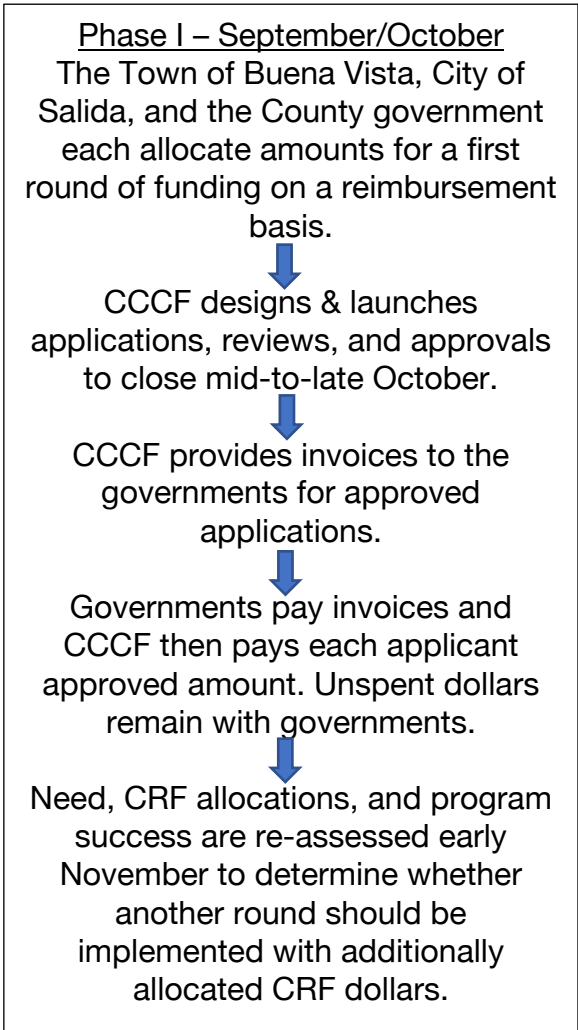
Revised CRF Program Proposal

September 10th, 2020

The Chaffee County Community Foundation (CCCF) proposes to create and administer a two-pronged Coronavirus Relief Fund program to accomplish three primary goals:

1. Support the recovery for Chaffee nonprofit organizations adversely impacted by COVID. Priority will be given to those organizations providing essential services (see below).
2. Provide an avenue for organizations of all types to request reimbursement for direct expenses (including staff time) related to providing programming and care options to Chaffee children in the case of COVID-related school closures or other impacts.
3. Ensure maximum utilization of CRF funds for local governments aimed at ensuring a holistic and dynamic pandemic recovery.

Phased Structure



Program Criteria & Eligibility

This program is meant to serve two primary types of funding requests: nonprofit support and COVID youth programming reimbursement. The rationale, eligibility criteria, and high-level application summary are as follows.

Non-profit Organizational Support

Non-profits (NPOs) form the foundation of a vibrant community, providing services essential to living a dignified, thriving life. According to Candid, a national nonprofit association, between 11 and 38% of NPOs will close their doors permanently due to COVID. For Chaffee County, that could be up to 90 organizations.

This program seeks to ensure there is financial support to either cover direct COVID-related expenses or backfill COVID-related revenue losses. Outreach conducted by CCCF on August 6th shows that the responding NPOs have between \$3,000 and \$15,000 in lost revenue as well as between \$500 and \$3,000 in COVID-related expenses.

Proposed program budget: \$140,000

Grant award cap: \$7,500 or 20% of NPO budget, whichever is less.

Eligibility Criteria:

- ✓ Must be a Chaffee NPO (501c3 or 501c6) in good standing
- ✓ Must be able to document clearly COVID-related losses or expenses

Priority areas:

- NPOs serving basic needs (food, shelter, clothing, safety) will be given priority through a weighted scoring matrix

Youth Needs Reimbursement

With school re-opening plans including scenarios with significant possible closures and/or remote learning, the need for alternative and creative programming, facilities, and youth care capacity is acute.

This program seeks to create an avenue and assurance for a variety of organizations to be able to cover their costs related to providing safe, nurturing, and educational opportunities for kids who are either remote learning full-time, or for during full school closures or remote learning. In addition, costs incurred for normal programming due to COVID would be eligible for funding. This will help ensure families do not have to choose between going to work and caring for their children.

Proposed program budget: \$52,500

Reimbursement limit: None

Allowable expenses:

- ✓ Staffing & labor costs
- ✓ Insurance & liability protection
- ✓ Cleaning supplies & PPE
- ✓ Warm clothing for youth for winter activities
- ✓ Facility costs
- ✓ Materials & supplies for activities
- ✓ Background checks for staff or volunteers

Eligibility Criteria:

- ✓ Chaffee entity (NPO, church, business)
- ✓ Receipts for allowable expenses directly tied to COVID-needed youth programming
- ✓ Demonstration of safety protocols including background checks & liability coverage

CCCF Services

CCCF will utilize its expertise, systems, and processes for grantmaking to provide fiscal administration to the government partners and technical assistance services to applicant entities. The proposed scope of services will be provided through December 30th, 2020. If an extension of the CRF program is approved by the federal government and the local governments wish to extend or expand the program with CCCF, that will be negotiated as a separate agreement.

These services include:

- ✓ Designing program applications & review rubrics
- ✓ Building and launching online applications
- ✓ Advertising & promoting programs to NPOs, and the general public
- ✓ Accepting, reviewing, scoring, and approving applications
- ✓ Consolidating approved applications and corresponding documentation into regular invoices to governmental partners
- ✓ Managing all A/P and A/R for programs including executing payments to grantees
- ✓ Maintaining decision-making rationale on file for future audit purposes
- ✓ Ensuring appropriate accounting and financial management

CCCF proposes a flat fee of \$7,500 for these services due on or before November 1st, 2020.

County-wide Allocations & Reimbursement Framework

The basis of the per-government allocation to fund this proposed program is modified from the per capita percentage that was used to allocate the CRF CARES Act funding originally. The change is based largely in the recognition of the additional County responsibility of ensuring Emergency Services and Public Health.

	%	NPO	Youth	% Allocation of CCCF Fee	Total Requested Allocation	Actual CARES Allocation	% Requested of Total
County	31.6%	\$ 44,303	\$ 16,614	\$ 2,373	\$ 63,290	\$ 892,350	7%
Salida	45.9%	\$ 64,232	\$ 24,087	\$ 3,441	\$ 91,760	\$ 516,899	18%
BV	22.5%	\$ 31,465	\$ 11,799	\$ 1,686	\$ 44,950	\$ 253,210	18%
Total	100%	\$ 140,000	\$ 52,500	\$ 7,500	\$ 200,000	\$ 1,662,459	

Once eligible and complete grant or reimbursement applications received, vetted, and approved, CCCF will consolidate the totals, attach appropriate documentation, and submit invoices to each government based on the above percentage allocations.

CITY OF SALIDA, COLORADO
CITY SALES, COUNTY SALES, AND RETAIL MARIJUANA TAX REPORT
JULY 2020



The City of Salida Sales Tax, Chaffee County Sales Tax, and Retail Marijuana Tax Report examines tax collections for the month of July 2020, which were remitted to the City of Salida in September 2020.

Summary Results for City Sales, Chaffee County Sales, and Retail Marijuana Taxes

July City sales tax collections increased by \$58,863 (8.1%) as compared to June 2019. The City's portion of Chaffee County sales tax collections were up \$25,956, a 10.3% increase over July 2019. The State allocation of Marijuana Tax was up by \$1,665 (14.2%). In total, sales tax receipts YTD are 10.6% higher than last year at this time and are exceeding budget projections by 10.0%.

Current Month							
	July 2020	July 2019	2020 - 2019 \$ Change	2020 - 2019 % Change	July 2020 Budget	2020 Budget \$ Variance	2020 Budget % Variance
3% Sales Tax	\$ 784,377	\$ 725,514	\$ 58,863	8.1%	\$ 735,469	\$ 48,908	6.6%
1% County Tax	\$ 277,657	\$ 251,701	\$ 25,956	10.3%	\$ 231,000	\$ 46,657	20.2%
Marijuana	\$ 13,364	\$ 11,699	\$ 1,665	14.2%	\$ 11,013	\$ 2,351	21.3%
Total	\$ 1,075,398	\$ 988,914	\$ 86,484	8.7%	\$ 977,482	\$ 97,916	10.0%
Year to Date							
	YTD 2020	YTD 2019	2020 - 2019 \$ Change	2020 - 2019 % Change	YTD 2020 Budget	2020 Budget \$ Variance	2020 Budget % Variance
3% Sales Tax	\$ 4,148,719	\$ 3,750,779	\$ 397,940	10.6%	\$ 3,840,784	\$ 307,935	8.0%
1% County Tax	\$ 1,375,248	\$ 1,251,932	\$ 123,316	9.9%	\$ 1,188,600	\$ 186,648	15.7%
Marijuana	\$ 71,080	\$ 56,160	\$ 14,920	26.6%	\$ 54,793	\$ 16,287	29.7%
Total	\$ 5,595,047	\$ 5,058,871	\$ 536,176	10.6%	\$ 5,084,177	\$ 510,870	10.0%

CITY OF SALIDA, COLORADO
CITY SALES, COUNTY SALES, AND RETAIL MARIJUANA TAX REPORT
JULY 2020

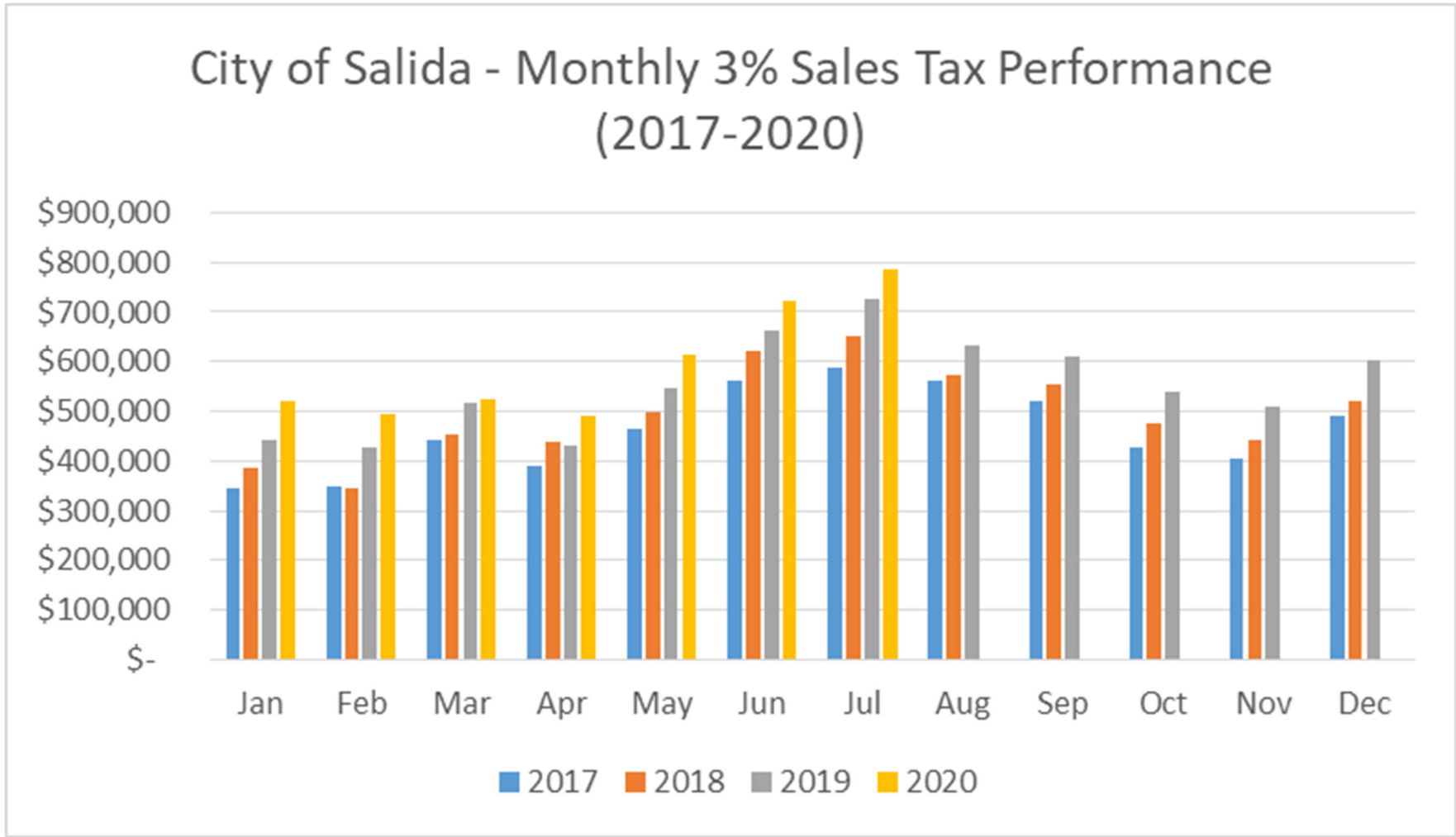


In the tracking by NAICS industry sector report, Salida once again saw a significant increase over last year for July in the Retail Trade sector and continued declines in the Accommodation and Food Services and Real Estate, Rental & Leasing sectors although the decline in these 2 sectors is less than in previous months which is hopefully an indication that conditions are improving for these sectors. The Wholesale trade sector was down in July, this sector has seen increases in every other month this year.

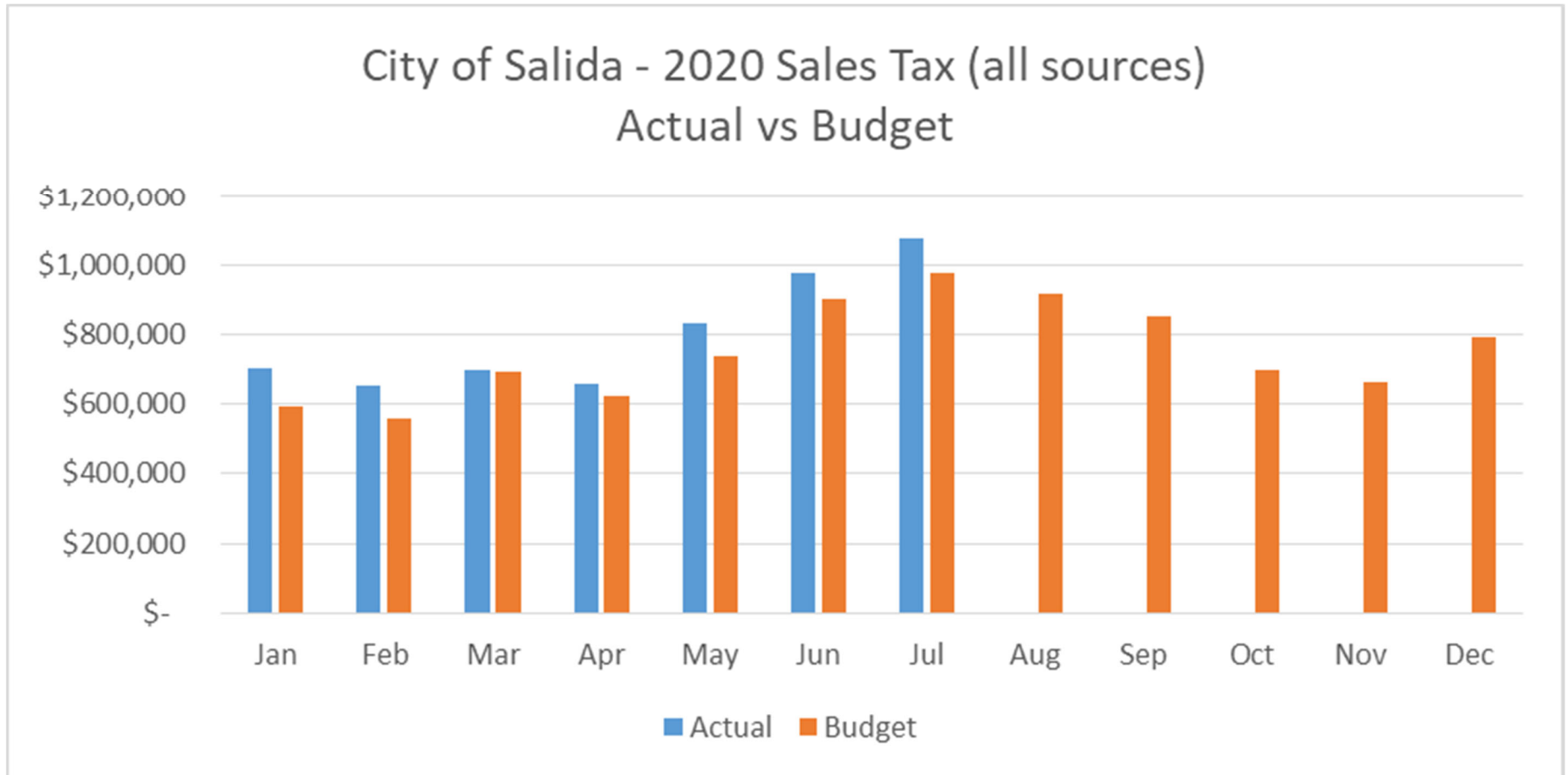
3% City Sales Tax by Industry Sector

Current Month					Year to Date				
NAICS Sector	July 2020	July 2019	2020-2019 \$ Change	2020-2019 % Change	YTD 2020	YTD 2019	2020-2019 \$ Change	2020-2019 % Change	
Retail Trade	\$ 534,944	\$ 464,643	\$ 70,301	15.1%	Retail Trade	\$ 2,996,267	\$ 2,498,219	\$ 498,048	19.9%
Accomodation and Food Services	\$ 152,384	\$ 168,876	\$ (16,492)	-9.8%	Accomodation and Food Services	\$ 592,269	\$ 759,002	\$ (166,733)	-22.0%
Manufacturing	\$ 22,121	\$ 20,984	\$ 1,137	5.4%	Manufacturing	\$ 121,747	\$ 92,317	\$ 29,430	31.9%
Wholesale Trade	\$ 17,684	\$ 20,164	\$ (2,480)	-12.3%	Wholesale Trade	\$ 105,540	\$ 85,482	\$ 20,058	23.5%
Construction	\$ 9,492	\$ 7,182	\$ 2,310	32.2%	Construction	\$ 66,032	\$ 53,060	\$ 12,972	24.4%
Information	\$ 6,750	\$ 7,656	\$ (906)	-11.8%	Information	\$ 47,341	\$ 53,067	\$ (5,726)	-10.8%
Real Estate, Rental & Leasing	\$ 5,289	\$ 6,816	\$ (1,527)	-22.4%	Real Estate, Rental & Leasing	\$ 23,475	\$ 36,681	\$ (13,206)	-36.0%
All Other	\$ 35,713	\$ 29,194	\$ 6,519	22.3%	All Other	\$ 196,048	\$ 172,952	\$ 23,096	13.4%
Total	\$ 784,377	\$ 725,514	\$ 58,863	8.1%	Total	\$ 4,148,719	\$ 3,750,779	\$ 397,940	10.6%

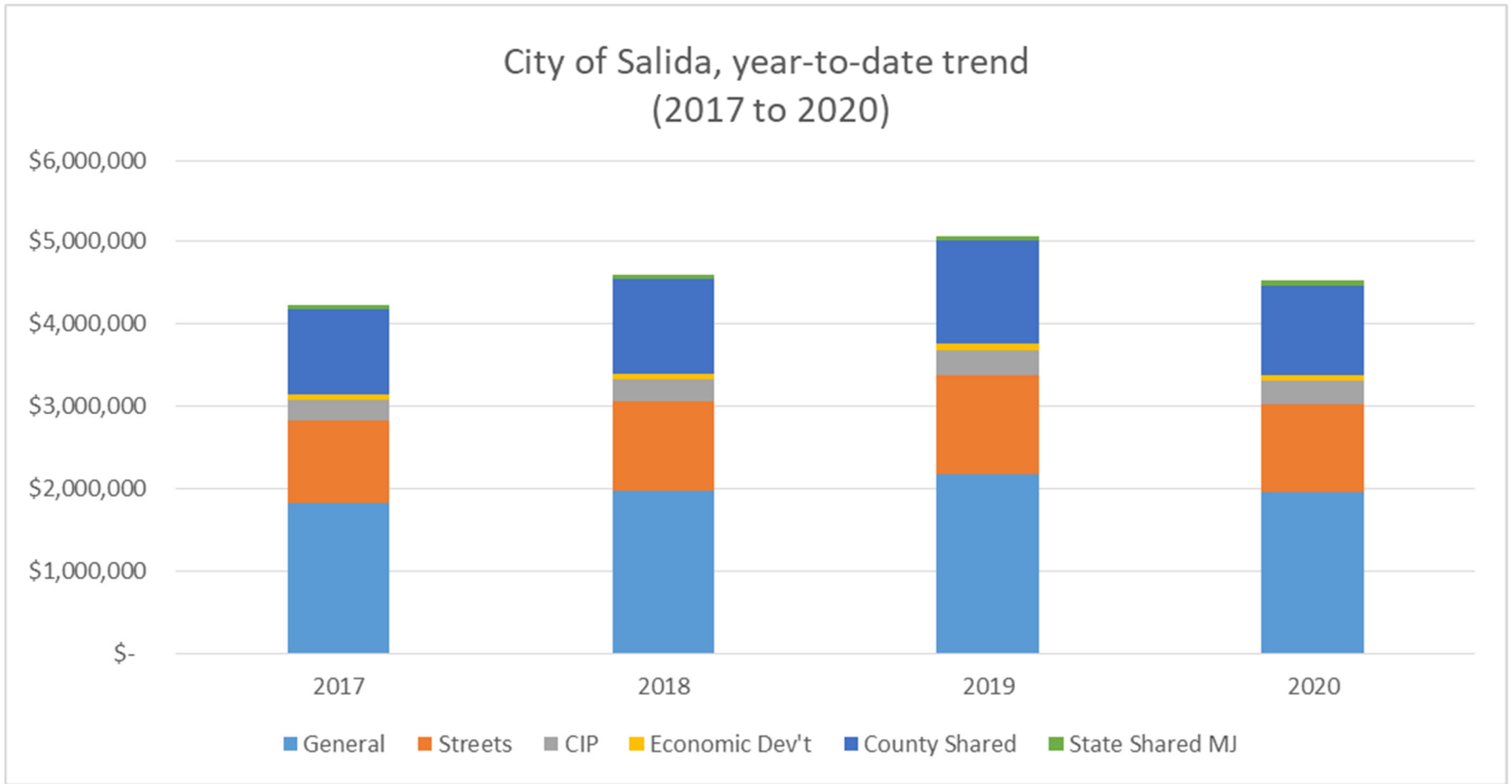
CITY OF SALIDA, COLORADO
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JULY 2020

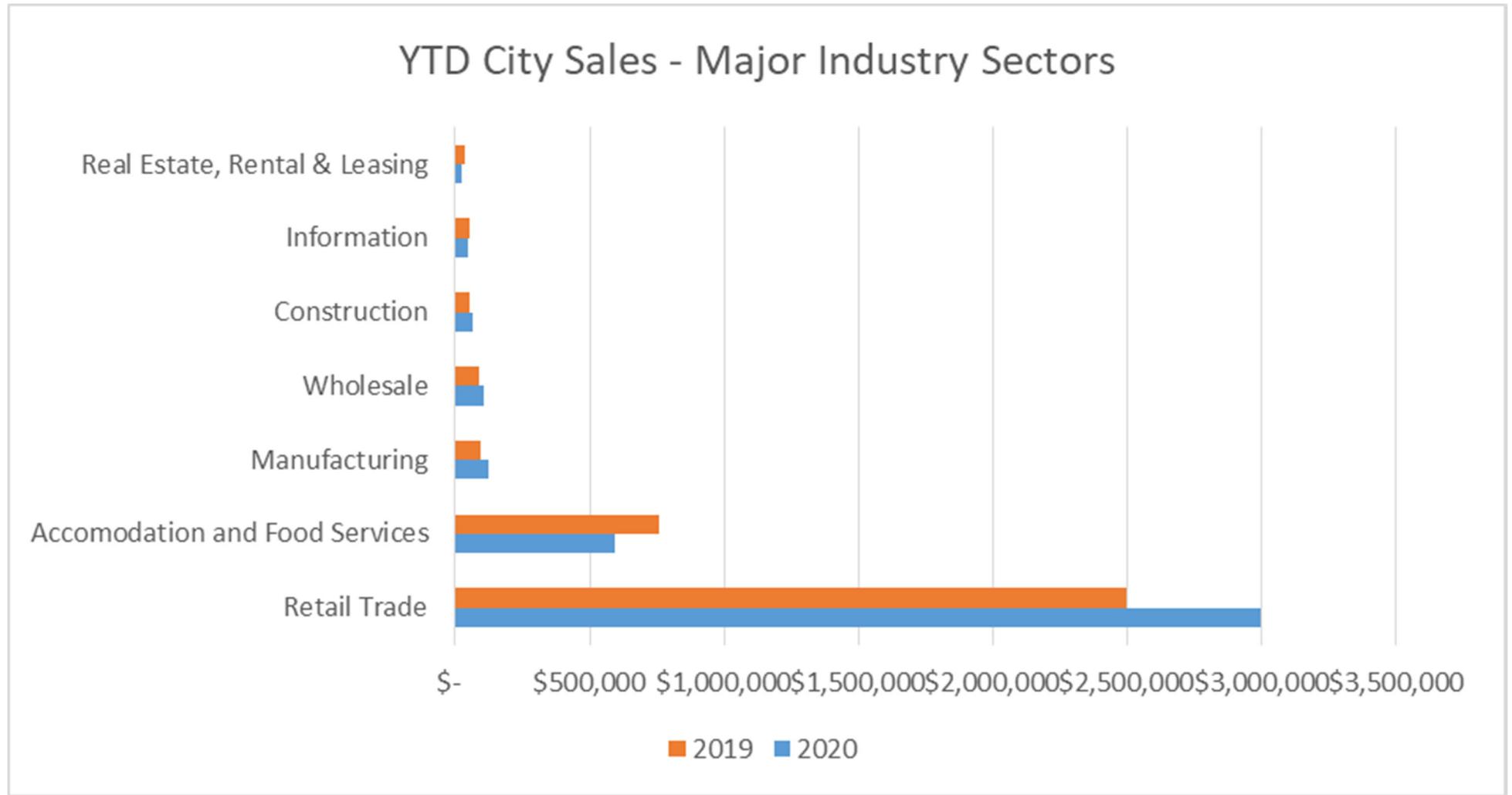


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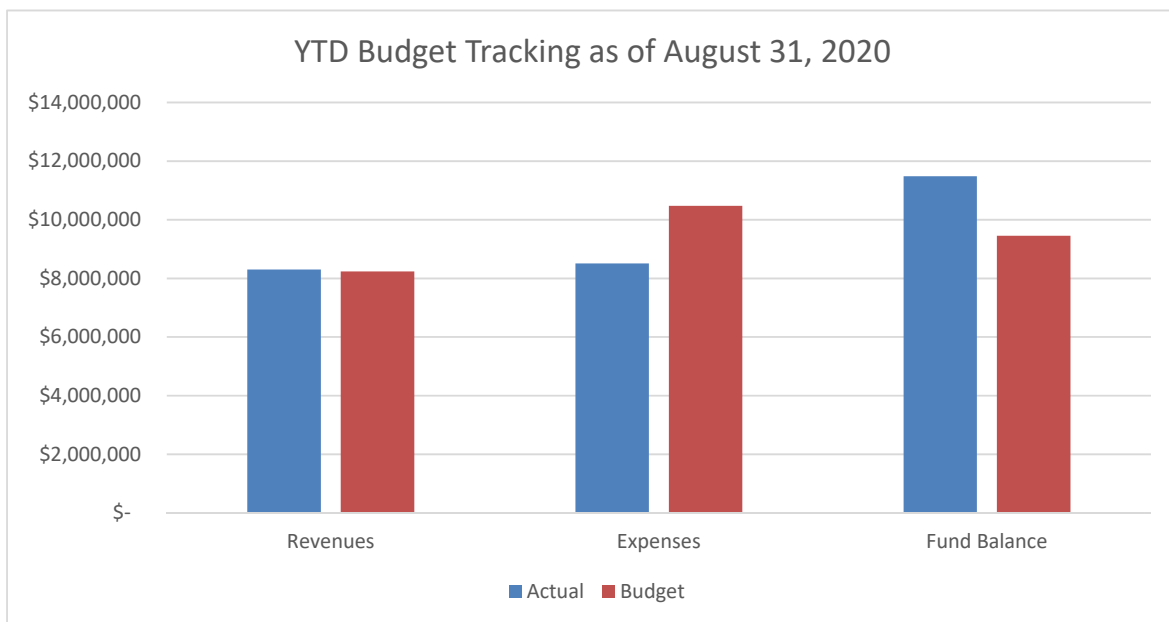
CITY OF SALIDA, COLORADO
CITY SALES, COUNTY SALES, AND RETAIL MARIJUANA TAX REPORT
JULY 2020





City of Salida
All Funds Combined
Budget Tracking for 8 months ending August 31, 2020

	YTD Actual	YTD Budget	Variance	% Variance	Annual Budget	% Remaining
Revenues						
Tax Revenue	\$ 4,518,116	\$ 4,353,912	\$ 164,204	3.8%	\$ 7,579,900	40.4%
Fees for General Services	2,416,660	2,301,279	115,381	5.0%	3,453,300	30.0%
Fines & Forfeitures	23,579	49,980	(26,401)	-52.8%	75,000	68.6%
Licenses and Permits	60,014	18,659	41,355	221.6%	28,000	-114.3%
Intergovernmental Revenue	1,716,839	1,603,432	113,406	7.1%	4,070,500	57.8%
Fees for Recreation & Event Services	211,759	633,413	(421,655)	-66.6%	950,500	77.7%
Capital Revenue	756,700	677,062	79,638	11.8%	2,766,000	72.6%
Miscellaneous Revenue	268,624	208,517	60,108	28.8%	312,900	14.2%
Transfers In / Out	-	-	-		2,421,700	100.0%
Total Revenues	\$ 9,972,290	\$ 9,846,254	\$ 126,036	1.3%	\$ 21,657,800	54.0%
Expenditures						
Cost of Sales	\$ 30,905	\$ 97,294	\$ 66,390	68.2%	146,000	78.8%
Personnel	4,691,137	4,883,760	192,623	3.9%	7,543,000	37.8%
Contracted Services	1,092,944	1,327,280	234,336	17.7%	1,852,400	41.0%
Supplies & Materials	270,588	322,171	51,583	16.0%	483,450	44.0%
Utilities	406,870	404,771	(2,099)	-0.5%	607,400	33.0%
Other Operating Costs	857,918	957,066	99,148	10.4%	1,491,150	42.5%
Financing Obligations	523,430	525,000	1,570	0.3%	1,089,300	51.9%
Budgetary Capital Expenditures (\$500 - \$4,999)	45,267	61,442	16,175	26.3%	107,200	57.8%
Capital Purchases & Improvements (\$5,000 +)	1,860,144	2,551,499	691,355	27.1%	9,246,600	79.9%
Transfers In / Out	-	-	-		2,421,700	100.0%
Total Expenditures	\$ 9,779,203	\$ 11,130,285	\$ 1,351,082	12.1%	\$ 24,988,200	60.9%
Revenue over (under) Expenditures	193,087	(1,284,030)	1,477,118		(3,330,400)	
1/1/2020 Available Fund Balance	11,690,311	11,690,311	-		11,690,315	
Ending Available Fund Balance	\$ 11,883,398	\$ 10,406,281	\$ 1,477,118		\$ 8,359,915	





SEPTEMBER 2020 STAFF REPORTS

Police Department –

- The Salida Police Department had 847 calls for service in August. It was a 54% increase over August of last year.
 - Due to calls being up so much we have very little time for proactive policing and traffic enforcement.
 - If this keeps up anywhere close to this pace, we are beyond our limit with the current staffing levels.
 - We are in the process of condemning 610 Walnut St. We have been working on this for several weeks and it will be a similar process we have taken with the Mehos property.
 - We are conducting a background investigation on a candidate for a police officer position. If the candidate passes, we will be looking at sending him to a police academy in January. It will be this time next year until he will be ready to fill the open position.
 - We will be reposting the open Code Enforcement position because we were unable to fill it out of the last group of candidates.
 - We are back to conducting full training operations in our Colorado POST region. We have multiple officers signed up to attend classes over the next few months so we can get back on track after the COVID slow down.
-

Finance Department –

- The 2021 budget development is moving along nicely. A public inspection copy is now available.
 - An OpenGov “Story” for the 2021 budget has been created and it is hoped this will provide a way to better communicate the proposed budget to our citizens.
 - We’re putting the final touches on the Financial Management Plan developed with help from Ehlers and will be able to show that to Council early October. This plan will provide significant assistance in our long term planning efforts.
 - Staff continue to do an excellent job keeping up with the reconciliations, deposits, bill paying, payroll processing, billing and reporting necessary in a busy accounting office.
-

Community Development –

- Held the Planning Commission Work Session on September 8. Andrew Amend, Transportation Engineer from Stolfus Associates discussed the alternatives for the intersection of Highway 50 / CO 291 and the pedestrian improvements for Oak Street. The Commissioners comments included concerns for pedestrian safety at crossings near the proposed roundabouts; Oak Street should include striped bike lanes versus the multi-use path as the demand for bicycle commuting will continue to increase; and the need to restrict heavy truck use of CO 291-First Street–Oak Street.

Andrew explained that roundabouts typically are safer for pedestrian crossings than lighted intersections, primarily because speeds are lower. He also described CDOT’s mission of moving people and materials on state highways and the Colorado laws for truck routes are biased to meeting that goal. A key argument for roundabouts is they may be built now without waiting for warrants to be met as is required before construction of an intersection with a traffic light. So, do we want a safer intersection now; or wait until traffic volumes, wait times and accidents rise to a level worthy of a traffic light?

- There has been an ongoing battle between DSI and several of the residents that live adjacent to their facility on Highway 50 near WalMart. Chief Johnson and code enforcement personnel have been fielding complaints about noise and headlights at early and late hours, dust and truck traffic. Russ and I met with John Diesslin recently and he agreed to build a six to eight foot high concrete wall around their site. The Administrator has to approve any fence in town greater than six feet in height. Therefore we agreed to send a survey to the neighbors asking about their preference. The eight foot high concrete wall will be the best solution to the noise, light and dust issues, but some neighbors are concerned about losing views and sunlight.
- Bill Almquist is preparing an application for CDOT’s Safe Routes to School grant program. The improvements we are requesting funding for include recommendations included in the Future 50 Plan and a missing link:
 - Complete sidewalk / trail along north side of Highway 50 between Holman and WalMart;
 - Construct shared use path along Holman between Monarch Spur trail to Highway 50; and
 - Pave Striker Trail between Chipeta Drive and Monarch Spur adjacent to the east side of the school district soccer fields.

David Blackburn has agreed to support request including distributing the necessary surveys to students at Longfellow Elementary. We expect the request to be close to \$750,000.

- The Historic Preservation Commission met on August 27 where they approved widening a garage door opening on the back of the former Argy’s Garage building on First and E Streets, which is owned by Sam Mick. The meeting was attended remotely by representatives of History Colorado as part of the requirements to maintain our Certified Local Government status.
- Our latest brewery, Tres Litros, has made an application for a more permanent outdoor patio within E Street. The conditional use must be approved by the Planning Commission. The Commission will hear the case on September 28. The COVID temporary expansion has given them and the neighbors an early try-out.
- Staff met with Joe Deluca and Sarah Whittington to discuss their desire to be granted a planned development zoning overlay for the Chaffee County campus. Their request will include

coverage, setback and height allowances appropriate for the center of county governance. We requested they agree to submit an application to the Historic Preservation Commission to make the historic courthouse as a local landmark. The landmark status will ensure the Art Deco architecture will be preserved.

Recreation Department –

- No report.

Public Works –

Admin:

- Project Management
 - Project planning, contracting, and project management for the 2020 capital projects. Emphasis this past month on Blake Street.
 - Coordination, bidding, and project management for the DOLA funded Stormwater Improvement Project.
 - Coordination, bidding, and project management for the Centennial Park and Holman Avenue Improvement Project.
- Planning Items
 - CO 291 Intersection Control Evaluation and Corridor Plan
 - Assist with citizen comment and questions related to survey.
 - Raw Water Study
 - A first draft has been provided to staff and is under a review.

Streets:

- Staff worked overtime to deal with and early and significant snowfall. Crews shared duties between removing trees that had fallen in the roadways and plowing operations. Tree maintenance and clean-up is expected to take several weeks.
- Staff completed additional alley grading and stormwater improvements on L St.

Water/Wastewater:

- Sewer camera inspection of 2020 lines underway.
- Staff assisted with QC at development sites.

Arts & Culture –

- Continued renovation in the Sculpture Garden – Excavated and added a rock wall on the west side. Adding 720 sq. ft. of usable space for events.
- 21 events including 1 wedding.
- Art Therapy class.
- Community yoga on the plaza with a maximum 10.
- Total number of people attending events for the month of August. 378

Fire Department –

- RFP for the fire station facility and needs assessment has been published. Deadline for proposals is September 18th.
 - Several members of the wildland team and one career firefighter are still deployed on wildfires. We are hoping that this last weather event helped to slow the spread.
 - Call volume is up 15% over 2019. Crews were up all night during the snow event dealing with downed power lines and an RV fire east of Salida.
 - Inspector Rohrich has begun working with Lexipol on fire department policy.
 - Chief Bess will be assisting with the update to the County’s Hazard Mitigation Plan. It was last updated in 2016 and we will have recent events such as the Decker Fire to study.
-

Clerk’s Office –

Courtside:

- Prepping for September 18, 2020 Court. Began going through all aging cases (some date back to 2009); for the Prosecutor, Matt Krob, to review so that Kathy can update court records and files based on his recommendations and the Judge’s approval. Continue to work towards ‘paperless’ court system which I hope to enact by January, 2021.

Clerk-side:

- Processed liquor license renewals and transfers as needed.
- Kathy completed the following classes: How to Survive CORA, Technology in the Clerks Office, Tobacco Licensing (CO Dept of Revenue), Liquor 101, Liquor 102 and Liquor Revisited. Erin completed: Liquor 101, Liquor102, and Liquor Revisited
- The CAP for Residential licenses is 75; all have been issued for 2020-2021 (a few were delayed due to construction delays from COVID issues).
- On Sept 8th a local hotel that Nina and Kathy have been working with paid in full the remaining delinquent 2019 Occupational Lodging Tax of **\$19,081.28**; with commitment to pay delinquent 2020 OLT taxes by end of next week.
- Followed up on LodgingRevs report listing possible non-compliant short term rentals (specific violation: renting without a STR license). On August 28th mailed 15 non-compliant letters; about 50% responded as of 9/8/20:

- (2) Owners notified the City that they are renting long term (30+days)
- (1) Owner paid back OLT tax and applied for new commercial STR license
- (1) Property was confirmed to be erroneously reported as non-compliant by LodgingRevs
- (1) Owner stated she has had a long term renter for years and uses a property manager; she checked and is satisfied that the tenant is not ‘sub-renting’ the property. Per LodgingRevs, this could be a scam. Owner contacted Airbnb to let them know that someone is illegally advertising her property and she filed a police report as well.
- (1) Owner stated she has not rented short term since 2018 (she did have a STR license that expired in 2019). She was going to check with Airbnb to see if the ad was never deleted.
- (1) Letter was returned undeliverable; a new address was located and letter was re-sent.

TO DATE:

\$328.16 has been recovered in OLT taxes

\$270.00 has been recovered in STR license fees

City Council Parks and Recreation Department Report

General

- Skatepark and Holman street projects are the top priority.
 - We are considering loosening restrictions at the Hot Springs Facility starting in October.
 - Various events are scheduled for the parks including a vigil for Susan Morpew and a celebration of George Blake.
 - Completed the subsidy and cost recovery work for the department to be share with council in the 9/21 work session.
-

Front Desk Administration/Representatives

- Creating software solutions for opening and signing up for private soaking pools
 - Working with department supervisors to develop subsidy model
-

Aquatics

- Full time lifeguard position open
 - Working with swim team to plan swimming in the fall
 - Arthritis, Cardio, Adult Coached classes have started with limited numbers
 - Water yoga class back on Friday mornings
-

Hot Springs Facility

- Receiving quotes for a new effluent flume as per the state inspection
 - Boiler pump for the facility failed and is being replaced
-

Parks, trails, open space and facilities

- Hired a new seasonal that is helping with the workload
 - Excessive amounts of work to clean up the trees after the storm
 - The river trail is closed due to downed trees - will reopen when trees are addressed
 - Sonia's memorial project began
-

Recreation

- Lead cost recovery and subsidy development for the department
- Assisted event organizers in developing events
- Started a Kickball league
- Continue to prepare for BikeFest

Poncha Springs:

- **333 Burnett Ave:** A permit was issued for an addition to the Poncha Springs shop building.

Buena Vista

- **301 E. Main Street:** A permit was issued for a change of use and remodel of this building.

Chaffee County:

- **7749 CR 150:** A permit was issued for a storage building at this address.
- **12916 Hwy 24/285:** a permit was issued for an alternation at the Dominos building in Johnson Village.

C. Inspection Totals

- We performed 970 field inspections in the month of August.
- We issued 44 certificates of occupancy in August.

D. Legislative Update

- Nothing to report.

II. Planning & Zoning

A. Land Use Code: The August 25 Planning Commission work session included discussion on the update to LUC Article 7.7.2, the Airport Overlay District and an overview of the Housing + Health Speaker Series given by Becky Gray. The following Land Use Code items are pending discussion:

- An amendment to the definition of Outfitting Facility in Article 15 of the LUC was discussed in work sessions on November 26, 2019, January 28, 2020 and February 25, 2020. Changes to the code will be heard by the PC at a date to be determined.
- A citizen-initiated amendment to Article 7.8.22.B.2.e to reduce the setback to existing residences from 500 feet to 100 feet. This was heard in work session on January 28, 2020 and was discussed in a joint work session agenda on February 25, 2020. A hearing has yet to be scheduled.
- An amendment to Article 15, Definitions to add definitions of Central Water System and Central Sewer System. This was discussed by the Planning Commission in work session on January 9, 2019. Planning Commissioner Curgus has research to share with the Planning Commission and this will be discussed at a future work session.

B. Buena Vista Intergovernmental Agreement: A joint work session with the County and Buena Vista Planning Commissions was held on June 9, 2020. Further discussion and a recommendation to approve the plan was heard at the June 30, 2020 Planning Commission meeting. The Chaffee County BoCC approved the plan on July 21, 2020. The Town of Buena Vista Trustees approved the plan on July 28, 2020. **A formal signing of the document by both parties is being scheduled.** Article 1.1.8 of the LUC was amended to adopt the IGA.

C. Comprehensive Plan: Staff continues to meet with Cushing Terrell on a bi-weekly basis on the comp plan project. The plan is currently available for public review.

D. Land Use Current / Pending / in progress:

Applications Scheduled for Public hearing:

- The North Fork Ranches Major Subdivision Preliminary/Final Plat at the entrance to Weldon Creek on W. Hwy 50 proposes to divide 150 acres into 16 Lots. This application was before the Planning Commission on June 30, 2020 and was recommended for approval. The application was before the BoCC on July 14, 2020 and continued to August 4, 2020 with the understanding that a new title report would be delivered to planning staff at least 1 week prior to the meeting. The title report was received by staff on Monday, August 3, 2020 and the applicant's representatives agreed to continue the August 4 hearing to August 11, 2020 and then to **September 15, 2020** to allow negotiation with the northerly neighbors. As of September 9, 2020 the applicants are proposing to quit claim the land in question to the Lionelle's and Post's
- The Aspire Tours application for Limited Impact Review at 11302 CR 190W proposes an Outfitting Facility, a Commercial Campground and a Seasonal Employee Campground on a 44-acre parcel. This application was to be heard by the Planning Commission on February 25, 2020 but was continued to March 31, 2020 at the applicant's request. The application was before the Planning Commission on July 7, 2020 and further **continued to a date uncertain** to allow the applicant to provide a water supply study and traffic study of the property.
- Lark's Perch Major Subdivision preliminary plan, located south of Hutchinson Lane and east of the Canyons ROSI, proposes the division of a 37-acre parcel into 13 lots. This application was before the PC on January 29, 2019 and recommended for Approval. The application was before the BoCC on February 12, 2019 and approved. After agency review the application was before the Planning Commission on November 5, 2019 and continued to January 14, 2020 to allow the applicant to prepare additional materials and then additionally continued to March 3, 2020 at which time the application was denied. The BoCC heard an appeal on May 19, 2020 and this was continued to July 7, 2020 at which time the applicant's representative requested continuance to a face-to-face meeting. The BoCC met with the applicant's on August 4, 2020 to consider a date for further continuance and a date of **October 13, 2020** was set for a meeting at the fairgrounds.

Recently Approved, Denied or Withdrawn Applications:

- The High Country Village Major Subdivision Planned Development at the intersection of CR's 313 & 314 in Johnson Village proposes the conversion of the manufactured home spaces created by the Swisher Manufactured Home Park into Lots served by a private water system and BV Sanitation District sewer. This application was heard by the PC on July 28, 2020 and was recommended for approval. The application was before the BoCC on August 11, 2020 and approved.
- Rio Frio Minor Subdivision Final plat on CR 300 proposes division of the 27-acre Parcel 1 of the Nestle Water/Jacobson Boundary Line Adjustment into 4 residential lots, 2 common use outlots and Rio Frio Lane. The application was before the Planning Commission on September 24, 2019

and was recommended for approval. The application was before the BoCC on October 10, 2019 and approved. The final plat was before the PC on August 25, 2020 and approved. The application was before the BoCC on August 11, 2020 and approved.

- An amendment to LUC Article 1.1.8 to include the Buena Vista Intergovernmental Agreement was heard by the Planning Commission on July 28, 2020 and recommended for approval. The item was before the BoCC on August 11, 2020 and approved.

Applications Requiring Applicant Action:

- The DAO Minor Subdivision sketch plan on CR 270, North of the Kalivoda ROSI, proposes the division of 13.6 acres into 3 Lots. This application was before the PC on July 28, 2020 and approved for agency review.
- The Morrison Heritage Water Subdivision Exemption at 15974 CR 306 proposes the creation of one lot and one outlot in conjunction with a Minor Subdivision. The HWSE was heard by the BoCC on November 19, 2019 and approved. The Minor Subdivision was heard by the PC on November 19, 2019 and was recommended for approval.
- Ruby Mountain Minor Subdivision sketch plan, located east of the Arkansas River adjacent to the Ruby Mountain campground, proposes to divide a 19.7-acre parcel into two lots. This application was before the PC on January 29, 2019 and recommended for approval. The application will be sent for agency review upon receipt of the final submittal.
- El Rancho Vaquero Minor Subdivision north of the Buena Vista rodeo grounds proposes to divide the outlot created by the Heritage Water Subdivision into 3 lots of 9.6 to 9.8 acres. The Minor Subdivision was before the Planning Commission on February 26, 2019 and recommended for agency review.
- Whispering Pinons Acres Major Subdivision Sketch Plan at 11341 CR 206, west of the Poncha Springs Cemetery, proposing 12 lots on 40 acres was heard and approved by the BoCC on March 13, 2018. Staff granted a 6-month extension to submit the preliminary plat through September 13, 2019.

Out of Compliance Applications:

- Estates at Mt. Princeton Phase II & III (OLD) are required to be completed by 06/08/2015 (sketch plans for multiple filing subdivisions are valid for a maximum of 5 years under the old regulations). The PUD development agreement also refers to a five-year term, requiring that all phases have final approval within 5 years. Staff had a pre-application meeting with the applicant on 6/4/15. This subdivision is out of compliance. Staff met with representatives of Mt. Princeton Holdings and Phelps Engineering on September 30, 2019 and it was agreed that Phases II & III will need to be considered as a new application. A replat of lots in Phase I was also discussed. No application has been submitted to date.

E. Nestle Waters: Staff continues to work with Nestle Waters in anticipation of a permit amendment and renewal of the 1041 permit. The 2018 Annual Report was received by staff on May 1, 2019. Staff met with Larry Lawrence on August 6, 2019 to review renewal submittal requirements. Nestle has submitted an application for

extension of the permit without amendment. The resolutions and yearly reports are currently published on the County website. The BoCC considered a continuance of this hearing on April 7, 2020, and a hearing date of **October 20, 2020** was set. Subsequent discussions moved this hearing from the Buena Vista Community Center to the Chaffee County Fairgrounds.

F. Subdivisions subject to SIA with Lot Sales Restrictions:

1. Estates at Mt. Princeton: LSR on Phase 1, Lots 10 and 16-27; was extended through June 27, 2019. Staff met with the applicant on September 30, 2019, see out of compliance applications.
2. Lakeside Preserve: The BoCC granted a final extension to the Lot Sales Restriction through November 01, 2019. The BoCC accepted escrow for the completion of Teal Ct. on February 18, 2020. Teal Ct. has been completed and inspected and the escrow funds have been approved for release.
3. River Meadow Estates Addition, Fil. 1-4; LSR was extended through October 20 2029
4. Shikoba Acres Fil. 2: LSR was extended through July 6, 2023.
5. Westwinds: LSR Lots 35-45 Filing 3 & Lots 47-49 and 52-55, Filing 4. Developer has entered into an escrow agreement with the County (\$3520) for completion of road grading and road swales.
6. Bos Minor Subdivision: LSR on all 4 lots through November 11, 2019. This will require extension.
7. Chipeta Meadows Minor Subdivision: LSR on Lot 1 through July 13, 2019. This requires extension
8. Longhorn Ranch: Chaffee County holds an escrow account of \$10,000 for completion of improvements.
9. Oak Leaf Solar Farm: Improvements and Maintenance Agreement through July 27, 2019. The applicant has submitted the funds required by the Improvements Agreement and has submitted an application for the building permit. Construction is complete. The landscaping of the property has been completed and staff inspected the improvements on July, 16 2020 at which time it was noted that the irrigation system was not functional and that some of the plantings did not look healthy or were dying. The release of funds was before the BoCC on July 21 and this item was continued to August 11, 2020 and then September 8, 2020 to allow the applicant to repair the irrigation system, attend to the plantings and allow staff to do another site visit. Staff visited the site again on September 4, 2020 and found the plantings to be taking hold and the irrigation system to be functional. At the September 8 hearing the BoCC approved release of one-half of the escrow funds and set another review of the landscaping at the first meeting in May of 2021.
10. Rafter's Roost: Improvements and Maintenance Agreement through October 31, 2021 for Phase I and through October 31, 2024 for Phase II.
11. Strother Minor Subdivision: LSR through July 7, 2023.

G. Violation Investigations

1. Planning Staff is working with a landowner in Johnson Village regarding a junk and waste tire complaint. Public Health is working with the CDPHE to see if funds for the tire clean-up are available.

2. Staff received a report of a cabin being constructed without building permits and possibly on National Forest lands. This site is close to the northerly boundary of Chaffee County and staff is in contact with the reporter to determine the exact location and access to the property.

III. Engineering

A. Road and Bridge

1. Staff has approved Centerville Phase 2 and 3 and the emergency secondary access road.
2. Granite Bridge: See section E. Engineering projects.

B. Plan Review

1. Staff reviewed the following plans:
 - a. Rio Frio minor subdivision road design.

C. OWTS Program

1. In August staff reviewed 23 OWTS designs. Issued 20 OWTS permits and 4 are on hold.
2. Staff received a concern about the Comanche Drive-in Septic system. Staff has contacted the owners but staff has not succeeded in scheduling a time to do a site-investigation.

D. Regional engineering plan review and inspection

1. Army Corp Of Engineers, "Waters of the USA", violations:
 - a. Cr 221- the owner is working with the ACOE to resolve the violation and has started remediation of the damaged area. The temporary bank stabilization has been completed. The next step will be for the owner to apply for the actual ACOE permit and submit the final remediation design. On August 28, 2020 staff and ACOE performed a site visit to confirm the stabilization work. Staff discovered that the owner backfilled wet lands on the westerly property creating a new violation. The owner was originally informed that no work was to be performed in any area of the property until the wetlands were delineated. The ACOE will add this to the violation and will require remediation of the area.



Stabilized river bank
to the river



Backfilled wetlands that lead

- b. 30450 CR 371; No new news.

2. Buena Vista High School: Phase 2 and 3 is under construction.
 - a. Phase 1: 100% complete
 - b. Phase 2 and 3:
 - i. The existing school is 100% demolished,
 - ii. The foundations are 100% complete,
 - iii. Prefab concrete walls are 100% complete,
 - iv. Steel structure is 100% complete,
 - v. CMU walls are 100% complete,
 - vi. Steel stud framing is 100% complete,
 - vii. Drywall is 100% complete,
 - viii. Road/parking is 99% complete,
 - ix. Finishing is 60% complete,
 - x. Existing Gym is 100% complete, (TCO)
 - xi. New Gym is 80% complete,
 - c. Staff has performed approx. 262 different inspections to date.

E. Engineering Projects

1. Salida Airport Beacon Tower:
 - a. Staff wrote and published an RFP for the construction, repair and installation of the airport beacon tower. Submittals were due August 3, 2020, but no submittals were received. Staff extended the due date to September 1, 2020. Staff performed 1 site-visit with a potential contractor. Staff was also in contact with another potential contractor.
2. Fair grounds North building, heating/cooling:
 - a. Staff was present at the project Kick-off. The following items were discussed:
 - i. Adding filters to the RTU's that are acceptable in a hospital situation.
 - ii. Extending the sewer and water lines to the North Building.
 - b. Atmos started the installation of the new gas main, the expected completion date is early September.
3. Chaffee County Administration Building:
 - a. Preliminary design is 100% complete,
 - b. DD (Definite Design) has been given approval to continue,
 - c. A public open house will be organized in the next few months. For this open house a rendering is being made to better inform the public.
4. Public safety Building:
 - a. On HOLD
5. Granite Bridge rehabilitation:
 - a. Structural steel analysis:



- i. Preliminary analysis has been performed and the design has been sent to CDOT and to SME (historical approval) for approval. The most cost-effective solution will be to add a temporary bridge on the existing abutments allowing local traffic and emergency vehicles to cross while the bridge will be put to the side for rehab. This is the solution that OTAK is pursuing. (Sept 1, CDOT is positive over the chosen approach.)
 - b. Abutments:
 - i. Preliminary analysis shows that the existing abutments may stay in place. The wingwalls will need to be reconstructed and the entire abutments will need to be anchored to the soil behind the abutments.
 - c. ROW (Right of Way):
 - i. No new news.
 - d. Estimate:
 - i. Staff received the first preliminary construction estimates, after some fine tuning the estimate is approx. 1.4 million including engineering. This amount is within the county budget of, 1.2 million construction and 240k engineering = 1.44 million. Otak confirmed that their estimate is very conservative.
6. Dekker Fire recovery:
- a. The surveying of the site locations is complete.
 - b. Construction started on June 22, 2020,
 - c. Site specific status:
 - i. The Hosman property: NRCS approval, contract signed, construction 100%,
 - ii. The Short property: NRCS approval, contract signed, construction 100%,
 - iii. The Fontana property: NRCS approval, contract signed, construction 100%,
 - iv. The Ricci property: NRCS approval, construction 0% complete, awaiting signature of new construction agreement.
 - v. The Graves/Stables property: NRCS approval, No contract is needed, construction 0% complete,
 - vi. The Byars property: NRCS approval, the Byars have chosen to not participate in the EWP program.
 - vii. The Chick property: NRCS approval, contract signed, construction 0% complete.
 - viii. The Speaker property: NRCS approval, construction 0% complete, Mr. Speaker has chosen to remove a section to the design. A new design will be sent to him with the changes.



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Item 13.

Directors Report to the Board of County Commissioners for activities in August 2020

- Multi-Jurisdictional Housing Authority
 - Presentations of the Steering Committees progress and agreements have been made to the governing bodies of each jurisdiction participating.
 - Poncha Springs Trustees were not yet prepared to enter into the IGA creating the MJHA; I accepted the invitation to meet directly with one of the Trustees, returned to a Trustee meeting to answer further questions, and fielded their recommended changes to the IGA.
 - On August 30, the Steering Committee convened to discuss the changes to the IGA as suggested by Poncha Springs Trustees. A few changes to the document were agreed upon, and a revised draft IGA will be distributed to participating jurisdictions no later than September 4th.

- Salida Housing Development Corporation
 - Serving on the Board of Directors for the SHDC, I continue to act as a liaison between Cardinal Capital, the Low Income Tax Credit developer, DOLA-DOH, and CHFA.
 - A letter of intent to apply will be submitted in December 2020; the final application will be submitted in February 2021. I am working with CHFA representatives to be certain that the recently awarded Confluent Park LITC project in Salida won't preclude this application from being considered. Typically, CHFA prefers to see a project built out and leased up before awarding another in the same Primary Market Area.
 - Continuing advocacy for Permanent Supportive Housing with BeauxSimone consulting.

- Rental Deposit Guarantee Program:
 - This program is still garnering on average three calls per week. We have guaranteed nearly \$10,000 in rental deposits.

- Health Disparities Grant Program
 - All HDGP Grantees focused on Affordable Housing and land use policies and systems have convened to share resources and progress.
 - The Planning Collaborative convened to review the statement of work for the FY 21 grant year, including the following:
 - Two community-wide education events:
 - Increasing Intensity/Density in Commercial areas to include more missing middle housing and mixed use

- Reducing administrative and regulatory barriers to affordable housing development
 - Offering at least four training and technical assistance events for the Planning Collaborative:
 - Financing Affordable Housing Development
 - Infrastructure costs for installation and long-term maintenance
 - Creating Metro Districts or other approaches to financing
 - GIS training for Planning, Evaluation, and Forecasting
 - Contracting the evaluation of a collaborative GIS tool, shared among the Planning Collaborative.
 - Contracting the creation of additional GIS layers, as funding allows.
- Salida Land Use Code Update: nothing to report.

Community Partnerships

- I continue to develop working relationships with a myriad of service providers within Chaffee County, often centering around the Rental Deposit Guarantee Program.
- Chaffee County Community Foundation:
 - I have worked with Executive Director Joseph Teipel to conduct pre-development evaluation of a small-scale affordable housing development in Salida. We are waiting to hear back from the land owner regarding purchase options.
 - Also participating in a realtor survey, in partnership with Central Colorado realtors. The goals are to better understand our real estate market, better support our real estate professionals, and increase their participation in affordable housing conversations.
 - Participated in the CCCF's "Creating a Culture of Equity" training, which focused on hiring practices.
- Public Private Partnerships:
 - I am working with several land owners who desire to build multiple units of housing, and are voluntarily working to keep a few of their units affordable. These conversations are all indicating that deed restrictions and the community guidelines that support them are going to take more of a priority in my work over the next year. These guidelines will likely reflect that the owners of these homes will be required to be employed in Chaffee County, as trying to reach prices affordable to 100% AMI and below is extremely difficult without public subsidy to the build.

- One potential developer who is interested in making all of the properties he develops affordable; we have created the following scenarios demonstrating the finished lot price, to illustrate how policies impact affordability:
 - All market rate (10 finished lots at \$129K or more)
 - Meet Inclusionary Ordinance of Salida (8 finished lots at \$129K or more; 2 affordable lots at a price point to meet 80% AMI)
 - Increase density and allow detached townhomes (14 finished lots at \$86K)
- DOLA DOH:
 - Continued advocacy with our DOLA-DOH Housing Development Specialist for the Salida Housing Development Corporation's Low Income Tax Credit Project as well as the incremental development project in design with Chaffee County Community Foundation. DOH can loan/grant \$15K per unit that is affordable to 60% AMI or lower.
- Housing Colorado:
 - I participated in Housing Colorado's statewide outreach on August 4th. This virtual event was intended to garner input from housing professionals to inform their legislative advocacy.
 - On August 6th, I attended Housing Colorado's training: "Affordable Housing Development Finance During COVID-19," focused on funding streams unique to COVID-19 response.
- KHEN:
 - I was a guest on the Chaffee Housing Report discussing the Comprehensive Plan update, the Mobile Home Park Oversight Program, and resources for landlords and tenants related to COVID-19; a link to the podcast can be found here: <http://www.khen.org/affordable-housing-report>

Professional Development

- USDA Rural Preservation Academy: I participated in a series of online learning events designed to assist affordable housing professionals use USDA funding to acquire and preserve affordable housing in rural locations, largely focusing on using USDA funding.
- I participated in a training hosted by Emergency Management Director, Rich Atkins, on how to log into and navigate Web EOC.