



CITY COUNCIL REGULAR MEETING

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

January 02, 2024 - 6:00 PM

AGENDA

Please register for Regular City Council Meeting

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

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

To watch live

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

CALL TO ORDER

Pledge of Allegiance

Roll Call

Civility Invocation

1. Civility Invocation

CONSENT AGENDA

2. Approve Agenda

3. Approve December 19, 2023 Minutes

4. Approve Elks Club Special Event Permit

5. Approve Wilson Williams Fellman Dittman Professional Legal Services Agreement

CITIZEN COMMENT—Three (3) Minute Time Limit

PROCLAMATIONS

6. Martin Luther King Jr. Day

UNFINISHED BUSINESS / ACTION ITEMS

7. **Ordinance 2023-20** AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING THE FLOUR MILL MAJOR IMPACT REVIEW FOR A PLANNED DEVELOPMENT OVERLAY AND MAJOR SUBDIVISION OF THE 2 ACRE PARCEL LOCATED AT 6907 C.R. 105, FIRST READING AND SETTING A PUBLIC HEARING, **SECOND READING AND PUBLIC HEARING**

8. **Ordinance 2023-21** AN EMERGENCY ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO REAPPOINTING AND SETTING COMPENSATION FOR CHERYL HARDY-MOORE AS MUNICIPAL COURT JUDGE FOR A TWO-YEAR TERM COMMENCING JANUARY 1, 2024 AND RUNNING THROUGH DECEMBER 31, 2025 , **SECOND READING AND PUBLIC HEARING**

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.

NEW BUSINESS / ACTION ITEMS

9. **Council Liaison Appointments for Sustainability Committee, Airport Board, and Finance Committee**
10. **Resolution 2024-01** A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO DESIGNATING THE PLACE FOR THE POSTING OF PUBLIC NOTICES FOR CITY COUNCIL MEETINGS AND OTHER CITY BUSINESS
11. **Resolution 2024-02** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING CITIZEN APPOINTMENTS TO THE SUSTAINABILITY COMMITTEE PURSUANT TO SECTION 2-18-10 OF THE SALIDA MUNICIPAL CODE
12. **Resolution 2024-03** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING CITIZEN APPOINTMENTS TO THE TREE BOARD PURSUANT TO SECTION 2-12-10 OF THE SALIDA MUNICIPAL CODE
13. **Resolution 2024-04** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING CITIZEN APPOINTMENTS TO THE HARRIET ALEXANDER FIELD – SALIDA AIRPORT ADVISORY BOARD
14. **Resolution 2024-05** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO APPROVING THE COMMERCIAL LEASE AGREEMENT WITH SALIDA BOTTLING COMPANY LLC
15. **Resolution 2024-06** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING AN ANNEXATION AGREEMENT WITH BIKER BAKER HOLDINGS LLC FOR THE ANNEXATION OF CERTAIN REAL PROPERTY INTO THE CITY.
16. **Resolution 2024-07** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO APPROVING THE LEASE AGREEMENT WITH CHAFFEE HOUSING AUTHORITY
17. **Resolution 2024-08** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING THE LEASE AGREEMENT WITH FULL CIRCLE RESTORATIVE JUSTICE
18. **Ordinance 2024-01** AN ORDINANCE OF THE CITY OF SALIDA, COLORADO, AMENDING CHAPTER 18 OF THE SALIDA MUNICIPAL CODE BY ADOPTING BY REFERENCE THE 2021 INTERNATIONAL BUILDING CODE; THE 2021 INTERNATIONAL RESIDENTIAL CODE; THE 2021 INTERNATIONAL FIRE CODE; THE 2021 INTERNATIONAL FUEL GAS CODE; THE 2021 INTERNATIONAL MECHANICAL CODE; 2021 INTERNATIONAL PLUMBING CODE; THE 2021 INTERNATIONAL ENERGY CONSERVATION CODE; THE 2021 INTERNATIONAL EXISTING BUILDING CODE; THE 2021 INTERNATIONAL PROPERTY MAINTENANCE CODE; THE 2021 INTERNATIONAL SWIMMING POOL & SPA CODE; THE MOST CURRENT VERSION OF THE NATIONAL ELECTRIC CODE WHICH HAS BEEN ADOPTED BY THE COLORADO STATE ELECTRIC BOARD; THE 1997 UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS; THE 2021 INTERNATIONAL WILDLAND URBAN INTERFACE CODE; PROVIDING PENALTIES FOR THE VIOLATION THEREOF; AND MAKING CONFORMING AMENDMENTS TO CHAPTER 18 OF THE SALIDA MUNICIPAL CODE, **FIRST READING AND SETTING A PUBLIC HEARING**

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Council Reports

- Critelli, Fontana, Kasper, Naccarato, Pappenfort, Stephens

Mayor Report

Treasurer Report

Attorney Report

Staff Reports

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ADJOURN



City Clerk | Deputy City Clerk

Mayor Dan Shore



CIVILITY INVOCATION

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

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



CITY COUNCIL REGULAR MEETING

448 E. 1st Street, Room 190 Salida, Colorado 81201
December 19, 2023 - 6:00 PM

MINUTES

CALL TO ORDER

Pledge of Allegiance

Roll Call

PRESENT

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

Civility Invocation

CONSENT AGENDA

Council Member Kasper moved to remove the contracts with Recreation Engineering and Lowry Contracting from the Consent Agenda and add them to New Business, Seconded by Council Member Critelli.

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

THE MOTION PASSED.

Council Member Pappenfort moved to approve the amended Consent Agenda, Seconded by Council Member Critelli.

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

THE MOTION PASSED.

Approve December 5, 2023 Minutes

CITIZEN COMMENT—Three (3) Minute Time Limit

Tom Bomer, Robin Anderson, Ron Dalrymple, and Salty Riggs spoke during Public Comment.

UNFINISHED BUSINESS / ACTION ITEMS

Ordinance 2023-19 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING AN OPTION TO GROUND LEASE REAL PROPERTY, LOCATED AT 102 D STREET AND 233 E. FIRST STREET, FROM THE CITY OF SALIDA TO ARTSPACE PROJECTS, INC. **SECOND READING AND PUBLIC HEARING**

Mayor Shore opened the Public Hearing. Planning Director Bill Almquist presented the Ordinance.

Kat Been and Salty Riggs gave comment.

Mayor Shore closed the Public Hearing.

Council discussed the Ordinance.

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

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

THE MOTION PASSED.

NEW BUSINESS / ACTION ITEMS

Resolution 2023-55 A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO ADOPTING AND APPROVING THE 2024 FEE SCHEDULES

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

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

THE MOTION PASSED.

Resolution 2023-56 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO AUTHORIZING THE MAYOR TO SIGN A PRE-ANNEXATION AGREEMENT WITH JUST OFF THE RIVER INC (MAGGIE GALLEN BARNARD) FOR 1030 ILLINOIS AVENUE.

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

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

THE MOTION PASSED.

Ordinance 2023-20 AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING THE FLOUR MILL MAJOR IMPACT REVIEW FOR A PLANNED DEVELOPMENT OVERLAY AND MAJOR SUBDIVISION OF THE 2 ACRE PARCEL LOCATED AT 6907 C.R. 105, **FIRST READING AND SETTING A PUBLIC HEARING**

Council Member Fontana moved to approve the Ordinance on first reading and set a second reading and Public Hearing for January, 2, 2024, Seconded by Council Member Pappenfort.

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

THE MOTION PASSED.

Ordinance 2023-21 AN EMERGENCY ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO REAPPOINTING AND SETTING COMPENSATION FOR CHERYL HARDY-MOORE AS MUNICIPAL COURT JUDGE FOR A TWO-YEAR TERM COMMENCING JANUARY 1, 2024 AND RUNNING THROUGH DECEMBER 31, 2025, **FIRST READING AND SETTING A PUBLIC HEARING**

Council Member Pappenfort moved to approve the Emergency Ordinance on first reading and set a second reading and Public Hearing for January 2, 2024, Seconded by Council Member Critelli.

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

THE MOTION PASSED.

Contract with Recreation Engineering and Planning for Construction Oversight

Council Member Critelli moved to approve the contract pending use of the engineering template utilized by the City Attorney, Seconded by Council Member Pappenfort.

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

THE MOTION PASSED.

Contract with Lowry Contracting Inc. for River Park Maintenance

Council Member Critelli moved to approve the Contract, Seconded by Council Member Pappenfort.

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

THE MOTION PASSED.

EXECUTIVE SESSION

Pursuant to C.R.S. Section 24-6-402(40)(e) to determine positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators. Additional identification information: related to the hiring of a new City Administrator and negotiation of an employment contract with City Administrator finalist Christy Doon

Council Member Critelli moved to enter into Executive Session, Seconded by Council Member Kasper.

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

THE MOTION PASSED.

Council entered into Executive Session at 8:33 p.m. and returned to the Regular Meeting at 9:09 p.m.

Council Member Critelli moved to extend the meeting until 9:30 p.m., Seconded by Council Member Pappenfort.

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

THE MOTION PASSED.

NEW BUSINESS / ACTION ITEMS

Resolution 2023-54 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO APPOINTING CHRISTY DOON AS CITY ADMINISTRATOR AND APPROVING AN EMPLOYMENT AGREEMENT IN CONNECTION THEREWITH

Council Member Pappenfort moved to approve the Resolution and amend the Administrator Contract by setting the Administrator salary to \$160,000, by removing the following statement "In accordance with Section VI(b) of this Agreement and without waiving the absolute discretion of the City Council in regards to compensation, the City Council agrees that the initial evaluation of Doon in July of 2024 shall include the consideration of an increase in base salary to One Hundred _____ Thousand Dollars (\$1____,000.00)." and purchasing an e-bicycle from one of the local three shops in town that include saddle bags, Seconded by Council Member Fontana.

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

THE MOTION PASSED.

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Reports were given.

ADJOURN

Adjourned at **9:30 p.m.**



City Clerk | Deputy City Clerk

Mayor Dan Shore



SALIDA CO. ELKS LODGE #808

148 E. Second Street

PO Box 967
Salida, Co. 81201-0967

Phone 719-539-6976
Email bpoe808@gmail.com

December 9th, 2023

To whom it may concern

RE: Salida Elks Lodge Sweetheart Ball February 10th, 2024

Salida Elks Lodge #808 has traditionally held a Sweetheart Ball/Dinner Dance annually in February.

This event helps raise money for our Charitable programs.

We will have a dinner, dance, and silent auction and would like the community to be able to attend.

We are requesting a Special Events Permit to be open to the public for this event. The starting time of 2 pm is to allow for setup.

The event coordinator for this year's Sweethear Ball event is Jill White, Our Lecturing Knight Elks lodge officer.

This event was approved by our Board of Directors/ Officers.

Respectfully submitted by,

A handwritten signature in cursive script, appearing to read "James DeLuca".

James DeLuca PER/Salida Elks Lodge 808 Secretary

Application for a Special Events Permit

Departmental Use Only

Item 4.

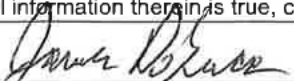
In order to qualify for a Special Events Permit, You Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)

- | | | |
|-----------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------|
| <input type="checkbox"/> Social | <input type="checkbox"/> Athletic | <input type="checkbox"/> Philanthropic Institution |
| <input checked="" 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 type="checkbox"/> Malt, Vinous And Spirituous Liquor \$25.00 Per Day	Liquor Permit Number
2170	<input type="checkbox"/> Fermented Malt Beverage \$10.00 Per Day	

1. Name of Applicant Organization or Political Candidate BPOE Salida Elks Lodge 808		State Sales Tax Number (Required) 00502443-0000	
2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) 148 E 2nd St. PO Box 967 Salida, Co., 81201-0967		3. Address of Place to Have Special Event (include street, city/town and ZIP) 148 E 2nd St. Salida, Co. 81201	
4. Authorized Representative of Qualifying Organization or Political Candidate James DeLuca		Date of Birth [REDACTED]	Phone Number [REDACTED]
Authorized Representative's Mailing Address (if different than address provided in Question 2.)			
5. Event Manager Jill White		Date of Birth [REDACTED]	Phone Number [REDACTED]
Event Manager Home Address (Street, City, State, ZIP) [REDACTED]		Email Address of Event Manager whitedragonfly.jw@gmail.com	
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? 6		7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes License Number 10-7348-0000	

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? <input type="checkbox"/> Yes <input type="checkbox"/> No				
List Below the Exact Date(s) for Which Application is Being Made for Permit				
Date 02/10/24	Date	Date	Date	Date
Hours From 2:00P.m. To midnight.m.	Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.
Date	Date	Date	Date	Date
Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.
Date	Date	Date	Date	Date
Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.

Oath of Applicant		
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.		
Signature 	Title Salida Elks Lodge 808 Secretary	Date 12/09/23

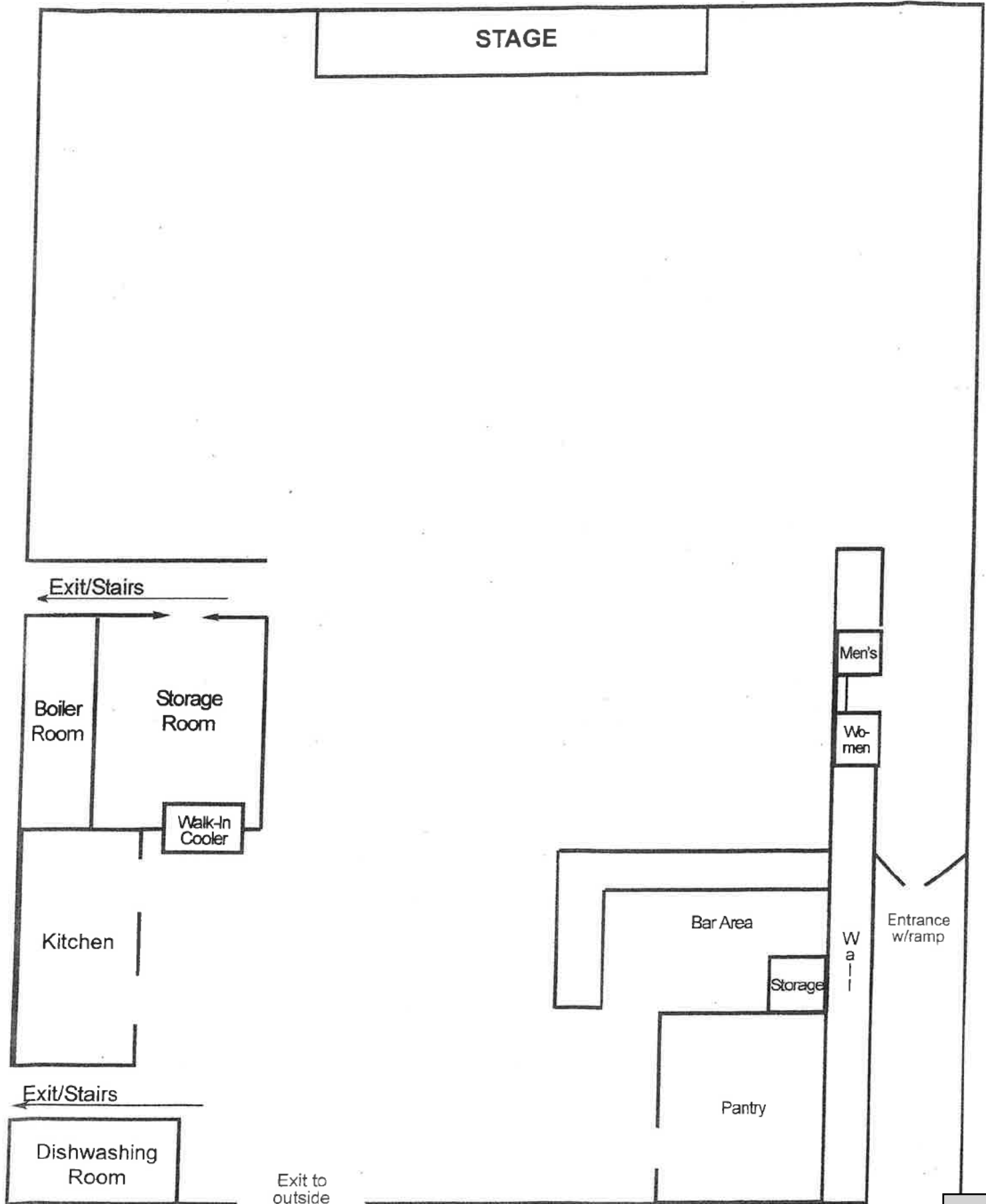
Report and Approval of Local Licensing Authority (City or County)		
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S.,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

(Instructions on Reverse Side)

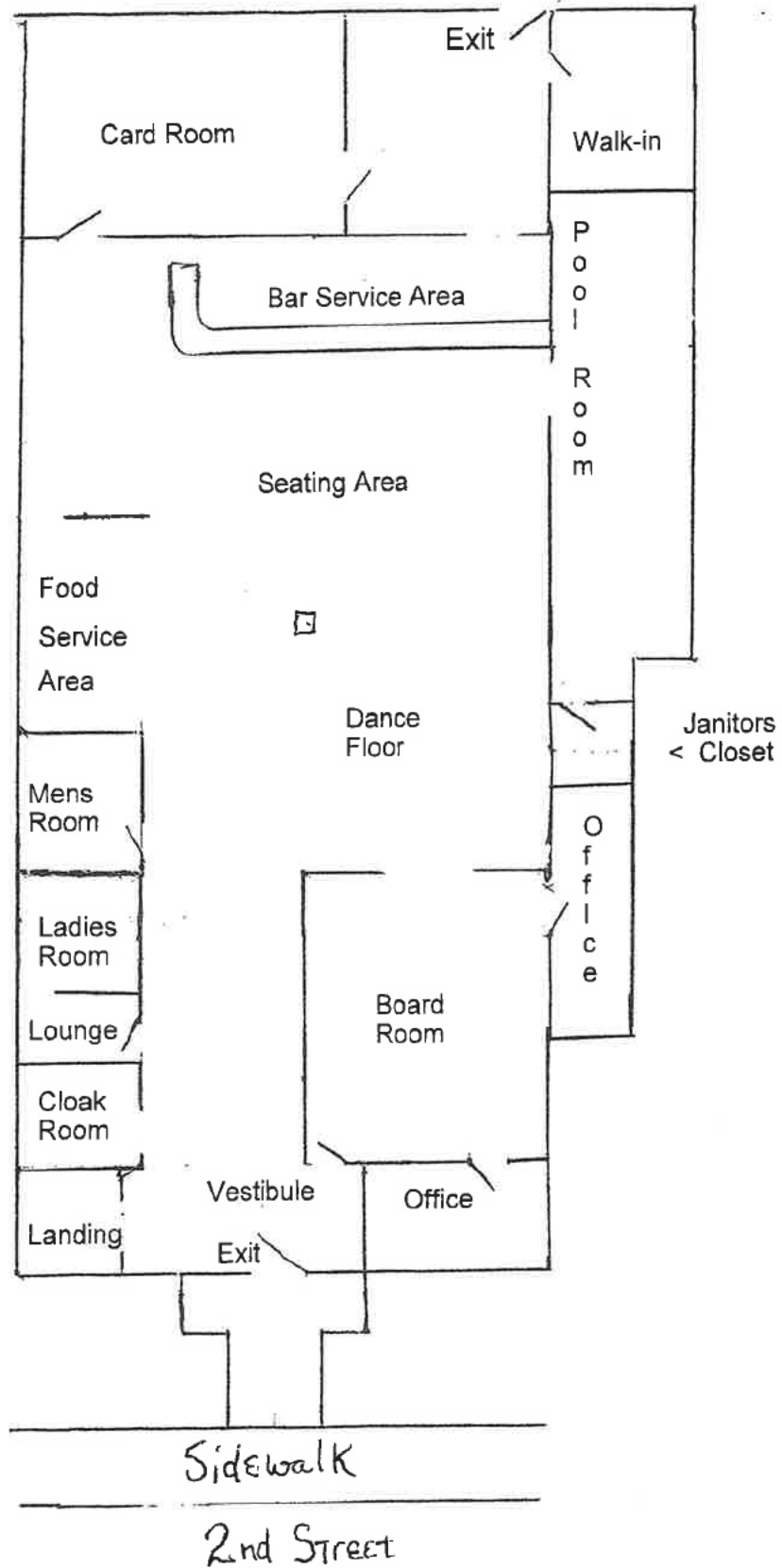
SALIDA ELKS LODGE BPOE #808
250 Maximum Capacity

Item 4.



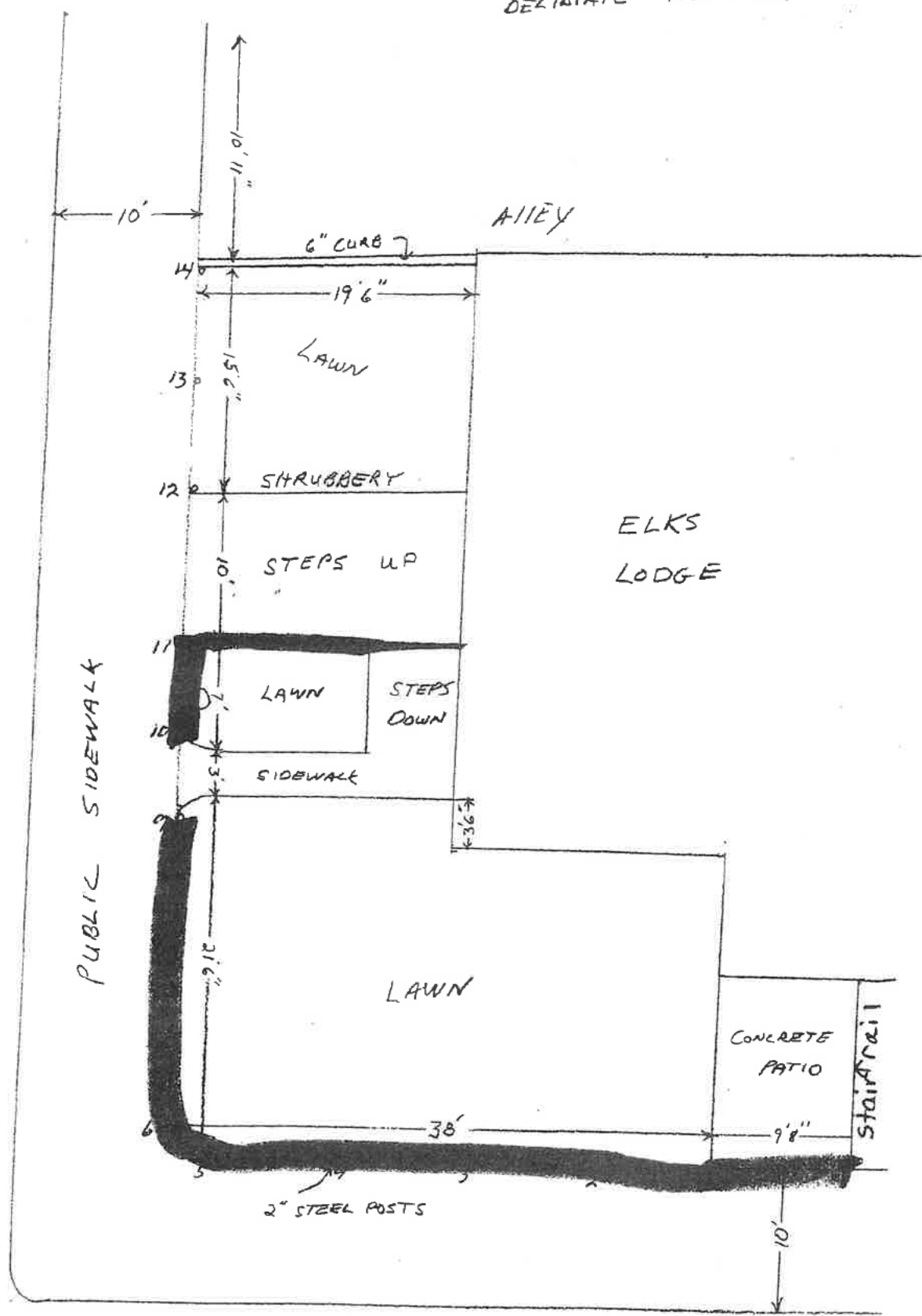
Salida Elks Lodge #808

Item 4.



APPROXIMATELY 8' APART
WITH STURDY CHAIN
ATTACHED BETWEEN TO
DELIATE PROPERTY LINES.

Item 4.



REQUIRES
141- 4' x 2" STEEL POSTS
80' CHAIN
MARKED BY ●

E STREET

N —————>

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,
SALIDA LODGE NO. 808 OF THE BENEVOLENT AND PROTECTIVE ORDER OF ELKS OF THE
UNITED STATES OF AMERICA

is a

Nonprofit Corporation

formed or registered on 10/03/1991 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19911079196 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/31/2023 that have been posted, and by documents delivered to this office electronically through 06/01/2023 @ 09:28:18 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/01/2023 @ 09:28:18 in accordance with applicable law. This certificate is assigned Confirmation Number 15027930 .



Jena Griswold

Secretary of State of the State of Colorado

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

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

PROFESSIONAL LEGAL SERVICES AGREEMENT

THIS AGREEMENT is a contract for professional legal services effective January 1, 2024, between the **City of Salida**, a Colorado statutory municipality ("City"), and Wilson Williams, LLP d/b/a **WILSON WILLIAMS FELLMAN DITTMAN** ("Law Firm"), under which the Law Firm shall continue to perform legal services for the City.

WHEREAS, pursuant to Section 2-3-10 and Section 2-3-60 of the City of Salida Municipal Code, the City Council of the City had previously appointed Law Firm as its City Attorney; and

WHEREAS, the City Council desires that the Law Firm continue its representation of the City pursuant to this updated agreement.

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and undertakings herein set forth, the City and the Law Firm agree as follows:

1. **Scope of Legal Services.** The Law Firm will provide any and all legal services requested of it by the Mayor, City Council, City Administrator and any boards or employees of the City authorized by the Mayor, City Council or City Administrator to request legal services of the Law Firm. Such services shall include, but are not limited to the following:

- a. Attend regular and special meetings of the City Council; attend work session meetings of the City Council as requested.
- b. Attend meetings and conferences with City Council, City boards and commissions, City staff and officers as directed by the Mayor, City Council or City Administrator.
- c. Prepare and/or review ordinances and resolutions.
- d. Prepare and/or review contracts for services, materials and real estate involving the City.
- e. Respond to all inquiries and communications of a general legal nature from the Mayor, members of the City Council, City Administrator, and City staff.
- f. Represent the City in its dealings and negotiations with federal, state and local governmental entities and agencies, special improvement districts and utilities.
- g. Represent the City in litigation matters involving the City.
- h. Enter an appearance in and/or monitor litigation matters that are being actively handled by outside counsel.
- i. Perform such other duties as may be prescribed by the Mayor, City Council, or City Administrator.

The Law Firm agrees to exercise its best efforts on behalf of the City and to handle the matters for which representation has been requested of it faithfully and with due diligence, and in accordance with the Colorado Rules of Professional Conduct. The Law Firm cannot and does not guarantee or agree that a result favorable to or satisfactory to the City will be achieved. No settlement or compromise will be made without the City's consent. The Law Firm is acting as an

independent contractor, and therefore the City will not be responsible for FICA taxes, health or life insurance, vacation, or other employment benefits.

2. **Identification of Client.** It is understood that the Law Firm's client for purposes of its representation is the City of Salida, and not any of its individual members or constituents, or any other entities whose interests are being represented by those individuals.

3. **Term and Termination.** It is understood that the City Attorney serves at the pleasure of the Mayor and City Council, and this Agreement shall therefore be for an indefinite term. The City may terminate this Agreement at any time. If the City discharges the Law Firm, the City shall pay all fees and costs incurred up until the date of termination. Subject to the Colorado Rules of Professional Conduct and any applicable court rules, the Law Firm may, after reasonable advance written notice to the City, terminate this Agreement. If the Law Firm terminates this Agreement, the City shall pay all fees and costs incurred to the date of termination.

4. **Performance Review.** The performance of the City Attorney may be reviewed by the City Council and City Administrator annually, at the discretion of the City.

5. **Designated City Attorney.** City Attorney services are provided by the Law Firm as a team. Subject to other direction from the City, Nina P. Williams will serve as the designated City Attorney, with Geoff Wilson serving as the principal deputy, and with assistance by Senior Associate Attorney Erica Romberg. The City Attorney may delegate certain research, litigation or drafting projects or any other matters to other attorneys in the Law Firm who have expertise in the area of the legal services requested; however, any such delegated work will be performed directly under her supervision and responsibility.

6. **Management.** At least quarterly, the City Attorney will confer with the City Administrator to identify legal service priorities, and to plan for the management of the legal services budget.

7. **Compensation and Expenses.** The City will compensate Law Firm for professional legal services as indicated below. Expenses such as photo-copying will be charged at the rates set forth on the attached **Schedule of Costs**.

<u>Attorney</u>	<u>Hourly Municipal Rate</u>	<u>Developer Reimburse Rate</u>
Partners	\$ 245.00	\$ 275.00
Counsel	\$ 230.00	\$ 255.00
Senior Associate Attorneys	\$ 210.00	\$ 230.00
Associate Attorneys	\$ 195.00	\$ 215.00
Paralegals/Support staff	\$ 95.00	\$ 105.00
Ken Fellman	\$ 315.00	\$ 365.00

- a. *Other Expenses.* In addition to the foregoing hourly rates for professional services, the Law Firm shall charge and the City shall pay all costs incurred by the Law Firm in providing legal services to the City. Examples of such costs include charges for filing fees, mileage, photocopies, color printer, messenger service, etc. A copy of the **Schedule of Costs** is attached. The Law Firm will also charge for half of the travel time to attend City meetings, and will charge for round trip mileage at the IRS-approved rate from the Firm's Louisville offices or point of origination.

- b. *Monthly Billings.* Law Firm will issue a detailed, itemized billing statement each month, for both fees and disbursements. All invoices will reflect services already performed and disbursements already made, and are due upon receipt. Any amounts not paid within 60 days of the date of the bill shall be subject to a late payment charge of 1-1/2% per month (18% per year). If the City fails to pay any charges within 90 days of the date of the bill the Law Firm may elect to stop all work for the City. The City's obligation to make prompt payment of all charges does not depend upon achievement of any specific result. Payments will be applied first to the oldest amounts outstanding.
- c. *Rate Adjustments.* Adjustments in the Firm's hourly rates for legal services and other charges do occur from time to time, and we endeavor to notify all then active clients of any changes at the time they take place. Notwithstanding the foregoing, the Law Firm agrees that it shall not raise nor seek to raise the hourly rates for legal services listed within this agreement for a period of at least two (2) years from the effective date of this Agreement.

8. **Arbitration.** Although we do not expect that any dispute between us will arise, in the unlikely event of any dispute under this Agreement, including a dispute regarding the amount of legal fees or costs owed to the Law Firm or the quality of the Law Firm's services, including any claim of malpractice, such dispute shall be subject to binding arbitration. The City and Law Firm acknowledge that they are waiving their right to seek remedies in court, including the right to a jury trial. (This clause does not prevent the City and the Law Firm from trying to resolve any dispute through voluntary mediation, but there is no requirement to do so.)

Any dispute concerning fees or costs shall be submitted to the Legal Fee Arbitration Committee of the Denver Bar Association and the decision of the Committee shall be final and binding on both parties. Any dispute concerning the quality of the Law Firm's services, including malpractice claims, shall be submitted to a single arbitrator and the decision of the arbitrator shall be final and binding on both parties. A final judgment can be entered on the arbitration award by a court of competent jurisdiction. The arbitrator shall be selected from the Judicial Arbiter Group, Denver, Colorado unless the parties agree otherwise. If the parties do not agree on the selection of a single arbitrator within ten days after a demand for arbitration is made, then the arbitrator shall be selected by the Judicial Arbiter Group from among its available professionals.

All arbitrations shall be held in Denver, Colorado unless the parties mutually agree on some other location. All arbitrations shall proceed under the Commercial Arbitration Rules of the American Arbitration Association, except as modified in this Agreement, unless otherwise agreed by the parties. The arbitrator shall have the discretion to order that the costs of arbitration, fees (including expert witness and reasonable attorney fees), and other costs shall be borne by the losing party. Any filing fees or other administrative costs of arbitration shall be divided equally between the City and the Law Firm. Arbitration of all disputes, and the outcome of the arbitration, shall remain confidential between the parties.

9. **Document Retention.** The City acknowledges that the files the Law Firm creates and compiles for work on the City's matters, including notes, correspondence, pleadings, research, and documents which we prepare, will not be kept indefinitely. It is the Law Firm's policy to destroy all files (including all documents and materials therein), seven (7) years after we send such

files to remote storage upon completion of each matter. However, if some legal restriction on destruction is imposed or some new development occurs, the retention period may be modified. This file destruction process is automatic and the City will not receive further notice prior to the destruction of these files. Accordingly, if the City wishes to maintain a record of any matter beyond our retention period, the City should consider maintaining its own files relating to the matters that we are handling.

10. **Governing Law.** This Agreement shall be construed in accordance with, and governed by the laws of the State of Colorado.

11. **Amendment.** This Agreement may be amended only by a written instrument signed by both of the parties hereto.

13. **Prior Agreements.** This Agreement shall supersede all prior agreements between the parties concerning the provision of legal services.

14. **Signature.** THE LAW FIRM AND THE CITY HAVE READ THIS DOCUMENT, UNDERSTAND IT, AND AGREE TO IT.

EXECUTED on this ___ day of January, 2024, to be effective as of January 1, 2024.

WILSON WILLIAMS LLP,
d/b/a **WILSON WILLIAMS FELLMAN DITTMAN**



Nina P. Williams, Partner

CITY OF SALIDA, COLORADO

By: Dan Shore

Title: Mayor

ATTEST:

City Clerk/Deputy City Clerk

Schedule of Costs

1. **Long Distance Telephone Charges:** There is no charge for long distance calls.
2. **Printing, Copying and Scanning:** Document printing, scanning and copying charges are \$.10 per page for black and white copies, and \$.50 per page for color copies made within the office. Copying, collating, binding, and scanning performed outside the Law Firm shall be charged at actual cost. The decision to use outside scanning, copying, collating and binding services shall be made on a case-by-case basis as the circumstances require.
3. **Deliveries:** Items delivered by commercial messenger service are billed at the actual rate charged by the service.
4. **Legal Research:** The charge to the Client includes the usage amount billed directly to the Firm from its on-line legal research provider in relation to the Client's case.
5. **Mileage:** Roundtrip Mileage is charged at a rate consistent with the guidelines published by the IRS from the Law Firm's Louisville offices or point of origination.
6. **Lodging:** Costs of lodging, when required by the City, are passed along at the actual amount paid.
7. **Other Costs:** Other third-party costs will be billed to clients at the same rate the Firm is billed for the third-party services.

WILSON WILLIAMS FELLMAN DITTMAN
PRIVACY POLICY NOTICE

Attorneys, like other professionals, who advise on certain personal matters, are required by federal law to inform their clients of their policies regarding privacy of client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by law. Therefore, please understand that your privacy is important to us and we will always protect your right to privacy. Maintaining your trust and confidence is a high priority to this law firm. The purpose of this notice is to comply with the law by explaining our privacy policy with respect to your personal information.

NONPUBLIC PERSONAL INFORMATION WE COLLECT:

In the course of providing our clients with legal services, we collect personal information about our clients that is not available to the public and which is provided to us by our clients or obtained by us with their authorization or consent.

PRIVACY POLICY:

As a client of Wilson Williams Fellman Dittman, rest assured that all nonpublic personal information that we receive from you is held in confidence, and is not released to people outside the firm, except as agreed to by you, or as is permitted or required by law and applicable ethics rules.

CONFIDENTIALITY AND SECURITY:

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. We restrict access to nonpublic, personal information about you to those people in the firm who need to know that information to provide services to you (and their support personnel). In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards as well as federal regulations.

Please call the attorney you work with if you have any questions. Your privacy, our professional ethics, and the ability to provide you with quality service are very important to us.



Proclamation

DECLARING JANUARY 15, 2024, DR. MARTIN LUTHER KING JR. DAY

Whereas, Dr. Martin Luther King Jr. devoted his life to advancing equality, social justice, and opportunity for all, and challenged all Americans to participate in the never-ending work of building a more perfect nation; and

Whereas, Dr. King's teaching can continue to guide and inspire us in addressing challenges in our communities; and

Whereas, the principles enshrined in the Declaration of Human Rights in 1948 empower us all; and

Whereas, the King Holiday and Service Act, enacted in 1994 designated the King Holiday as a national day of volunteer service and since then millions of Americans have been inspired by the life and work of Dr King to serve their neighbors and communities; and

Whereas, serving others on the King Holiday is an appropriate way to honor Dr. King, meet local and national needs, bring our citizens together, and strengthen our communities and nation; and

Whereas, the King Day of Service is the only federal holiday commemorated as a national day of service, and offers an opportunity for Americans to give back to their communities on the holiday and make it an ongoing commitment to service throughout the year.

Now, therefore, the Salida City Council does hereby proclaim January 15, 2024, as Dr. Martin Luther King Jr. Day in the City of Salida and further encourages all Salidans to participate in a day of service in tribute to the life and works of Dr. Martin Luther King Jr.

Dan Shore, Mayor

Date



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	January 2, 2024

ITEM

Ordinance 2023-20 – Second reading and the Public Hearing for the Flour Mill Major Impact Review application for a Planned Development Overlay and Major Subdivision of the property located at 6907 C.R. 105.

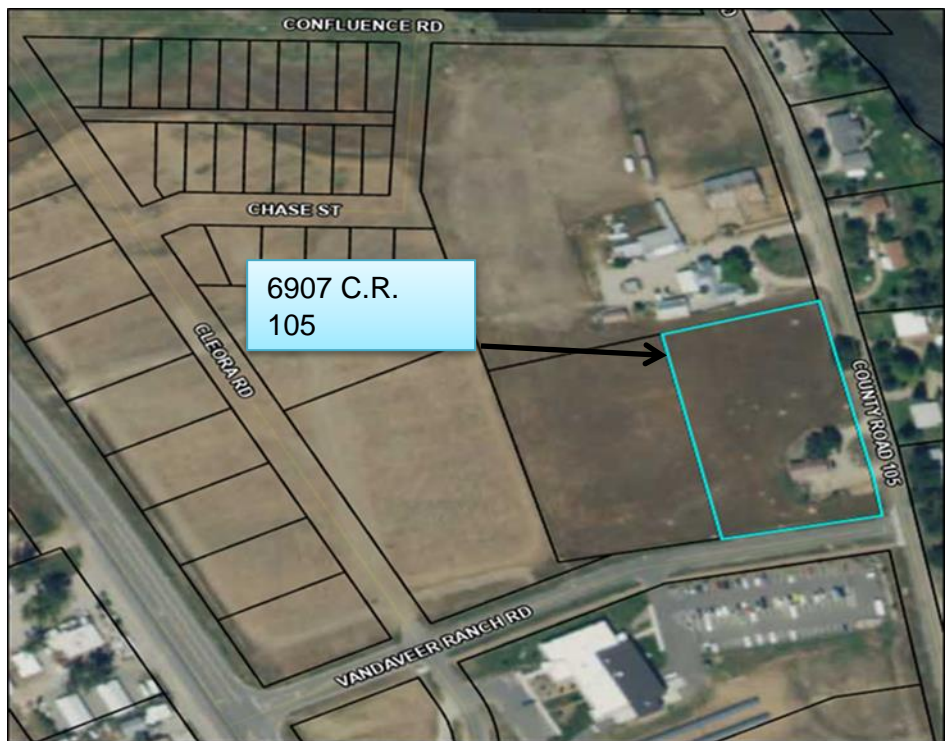
BACKGROUND

The applicant, Biker Baker Holdings LLC, represented by Rob Gartzman is requesting approval of a Major Impact Review for a Planned Development Overlay and Major Subdivision of the property located at 6907 C.R. 105.

Land Use Code Sec. 16-3-120 allows for concurrent review of the applications.

The applicant is proposing a major subdivision of 14 lots and will be constructing 3 single-family, 3 duplex buildings and three multi-family buildings with 20 units in each. The proposal is for 9 for-sale residential units, 40 for-sale condominiums and 20 apartment rental units.

Each of the multi-family buildings will have 16 studio units and 4 two-bedroom units.



PROCESS:

An application for a Major Impact Review must follow a two-step process. The Planned Development and Major Subdivision is considered a project requiring “major impact review.” These applications are being processed concurrently and must be reviewed by both the Planning Commission and then City Council at noticed public hearings. The request is first addressed by the Planning Commission through a public hearing process. The Commission makes a recommendation of approval, approval with conditions, or denial of the request to City Council. The Commission may also remand the application back to the applicant for further information or amendment.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	January 2, 2024

The Planned Development and Major Subdivision must be adopted by ordinance by the City Council, heard at 1st Reading and 2nd Reading with a public hearing at the second reading.

BACKGROUND AND DETAILS OF REQUEST:

- A. Major Impact Review approval of a Planned Development Overlay for the following deviations from Table 16-F Dimensional Standards:
- **Street frontage:** Lots 11 and 12 will have frontage off a private parking lot and not a public street. Land Use Code Sec. 16-6-120(10)(ii) requires all residential lots to front on local streets.
 - **Maximum density:** The R-3 zone district requires 2,100 square feet of lot area per dwelling unit with the inclusionary housing provided within the development. For the overall site the density allowance is 41 units, and the request is for an allowed density of 69 units.
 - **Maximum height allowed:** The maximum height allowed for primary buildings is 35'. The Applicant is requesting a deviation from the height requirement from 35' to 38' for the condo/apartment buildings on Lots 10, 11 & 13 to allow for architectural elements to conceal mechanical systems.
 - **Minimum lot size:** In the R-3 zone district the minimum lot size is 5,063 square feet and the applicant is requesting the minimum lot size of 2,470 square feet for Lots 1, 2, 4 and a minimum lot size of 2,000 square feet for Lot 3.
 - **Minimum lot frontage for the single-family and Laundromat lots:** The minimum lot frontage in the R-3 zone district is 37.5' and the applicant is requesting a minimum lot frontage of 36' for Lots 1, 2 and 4 and a minimum lot frontage of 28' for Lot 3.
 - **Minimum setbacks:** The required front and rear setbacks for primary structures in the R-3 zone district are 20' from front property line and 20' from the rear property line and the required side yard setbacks are 5'. The applicant is requesting the minimum front and rear setbacks as shown in the table below in green. No deviations from the side yard setbacks are requested.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	January 2, 2024

Zone District R-3		Duplex Lots & Laundry facility Lot	Single-family Lots	Condominium/Apartment Lots
		Lots 3, 5, 6, 7, 8, 9 & 10	Lots 1, 2 & 4	Lots 11, 12 & 13
Required front setback principal building	20 feet	12'	12'	5'
Required rear setback principal building	20 feet	5'	5'	10'

- **Maximum Lot Coverage for structures:** The maximum lot coverage for structures in the R-3 zone district is 50% and the applicant is proposing lot coverage for structures of 64% for Lots 10, 11 and 13.
- **Maximum Lot Coverage for uncovered parking/access:** The maximum lot coverage for uncovered parking in the R-3 zone district is 25%, Lot 14 is the parking lot for the entire development and the applicant is requesting 73% coverage for uncovered parking/access for this lot only.
- **Minimum Landscape area:** The minimum landscape requirement is 30% in the R-3 zone district and Lot 14 is proposed to have a minimum landscape area of 27%. The proposed landscape area for the overall site is 45%.

It appears all other dimensional and parking requirements can be met by the development.

- B.** Approval of a Major Subdivision to subdivide the above-described property into 12 residential lots, one (1) lot for a laundromat and one (1) lot for the HOA maintained parking lot.

The Planning Commission held a public hearing on October 23, 2023 to consider the Major Impact Review application for the proposed Flour Mill Planned Development and Major Subdivision at 6907 C.R.105. At that hearing Planning Commission continued the public hearing to November 27, 2023 and suggested the applicant address the following;

1. That the applicant meets with the surrounding neighbors to go over the proposal and bring back changes that might result from that meeting.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	January 2, 2024

2. The timing of the required deed restricted units needs to be addressed.

The applicant informed staff that he met with some of the neighbors but that no change in plans resulted from those meetings. The applicant stated that he feels that he cannot compromise on density and wants to move forward with the proposal as submitted. Therefore, the applicant will provide a presentation regarding planned development to further explain the need to keep the planned development and major subdivision requests as originally submitted.

Staff has added the specific timing requirements of the deed-restricted units to the conditions of the Planned Development and the Major Subdivision.

PROPOSED PLANNED DEVELOPMENT

A Planned Development is an overlay which allows flexibility in the underlying zoning district standards to "...permit the application of more innovative site planning and design concepts than may not be possible under the application of standard zone districts."

The applicant is requesting Planned Development approval to allow deviations from Table 16-F Schedule of Dimensional Standards as outlined above.

THE CITY OF SALIDA COMPREHENSIVE PLAN:

Generally zoning should be consistent with the community's comprehensive plan. The following Policies, Actions and Principles apply to the proposal:

Policy LU&G-I.2: Infill and redevelopment should be encouraged and will advance the objectives of this plan.

The 2-acre property only has a single-family residence (to be removed). Approval of the planned development overlay would allow for infill rather than the mostly vacant lot.

Action LU&G-I.2a: Encourage projects to use maximum density allowances to make the best use of the available infrastructure.

The proposed project is maximizing density by requesting a 68% increase in the allowed residential density.

Action LU&G-I.2c: Focus new development in the Salida area within the Municipal Services Area to ensure adequate provision of services and limit sprawl development around the city. The site is within the MSA.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	January 2, 2024

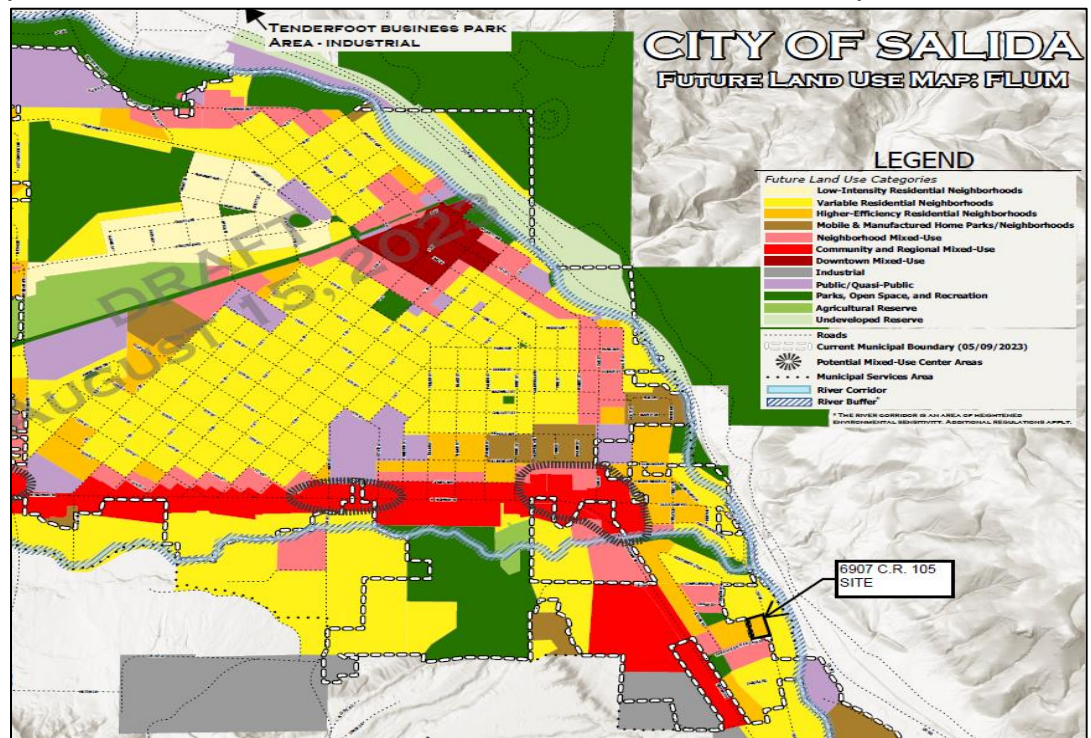
Policy H-I.1: Provide a mix of housing types and densities throughout the city to address a variety of incomes and lifestyles.

- The majority of housing types in this specific area are single-family homes to the north and east of the Flour Mill property. To the west of the 6907 C.R. 105 is apartment buildings, including the income restricted LIHTC apartment buildings with 48 units and the market-rate Magpie apartments with 32 units.
- With the proposal the applicant will have a variety of housing types providing rental housing for occupants affordable to people making 80%-100% AMI and the applicant is proposing the for-sale units to sell to occupants earning at or below 120% AMI.

Policy H-II.1: Promote new development projects that contain a variety of housing, including affordable units. See above.

Action H-II.3.d: When affordable housing units are provided, ensure the city has a mechanism or partner organization to keep track of and enforce the deed restrictions or land ownership arrangements to ensure the housing remains attainable in the long-term for low and moderate income residents. The Chaffee County Housing Authority will be charged with qualifying residents for the deed restricted units, and enforce the standards.

The Comprehensive Plan Land Use Map shows the 6907 C.R. 105 property as Higher-Efficiency Residential.





CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	January 2, 2024

PLANNED DEVELOPMENT EVALUATION CRITERIA:

Section 16-7-40 (b) of the City of Salida Land Use and Development Code states “the PD Development Plan shall meet the following criteria...unless the applicant can demonstrate that one or more of them is not applicable or that another practical solution has been otherwise achieved.” The applicant’s requests and staff’s comments are listed below.

- (1) Minimum dimensional standards. The PD is a negotiated zone district. While there may be no fixed lot size or lot widths, the Planning Commission and City Council require minimum dimensional standards, including setbacks and space between buildings as necessary to provide adequate access and fire protection, to ensure proper ventilation, light and air between buildings and to ensure that the PD is compatible with other developments in the area.
- In addition to the request to eliminate the public street frontage requirement for Lots 11 and 12, the applicant is also requesting to increase the density 68% for the overall site, reduce the required minimum lot size for Lots 1-4, reduced minimum front and rear setbacks for all lots.
 - The requested table of dimensional standards for the Flour Mill PD.
 - The requested deviations will not impact the property’s ability to provide adequate access and fire protection, to ensure proper ventilation, light and air between buildings and

Flour Mill PD- Proposed Dimensional Standards	R-3	overall site	SF attached Lots 5,6,7,8,9&10	SF detached Lots 1, 2 & 4	laundromat Lot 3	condo/apartment lots Lots 11, 12 & 13	HOA lot Lot 14
lot #	Requirement						
min lot size	5063 s.f.	87133	n/a	2470	2000	7300	39532
density (min s.f of lot area per dwelling unit)	2100 s.f.	1263	2310	2470	n/a	365	n/a
min lot size attached	2160 s.f.	n/a	2310	n/a		n/a	n/a
min lot frontage	37.5'	n/a	n/a	36	28	n/a	n/a
min lot frontage attached	15'	n/a	34	n/a		n/a	n/a
max lot coverage: structures	50%	24%	43%	40%	30%	64%	0
max lot coverage: uncovered parking/access	25%	36%		0		0	73%
min landscape area	30%	45%	40%	40%	40%	36%	27%
side setback primary building	5'	5	5	5	5	5	n/a
side setback detached accessory building	3'/5'/10'	5	5	5	5	5	n/a
rear setback principal building	20'	5	5	5	5	10	n/a
rear setback accessory building	5'	n/a	5	5		5	n/a
front setback	20'	5	12	12	12	5	n/a
max building height primary	35'	35	25	25		35	n/a
max building height detached accessory building	25'	n/a	25	25		25	n/a
parking spaces required	69	76	n/a	n/a		n/a	76



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	January 2, 2024

should be compatible with other developments in the area, including the Salida Ridge affordable apartment buildings.

- The proposal is less compatible with the adjoining property at 6906 Vandaveer Ranch Road which contains the 32 single-story Magpie apartments on a similar size parcel. That developer chose to construct single story, however the zone district allows for 35' height and density would have allowed for 36 units.

(2) Trails. Reasonable effort must be made to connect to nearby recreation trails, parks and public open space such that green corridors define and connect urbanized areas. Any trails identified for the area in the City's Comprehensive Plan or Parks Master Plan must be included in the PD.

- Staff is recommending as a condition of approval that the right-of-way dedication along C.R. 105 be at least 30' from centerline to accommodate an 8' separated bike/ped trail along CR 105, consistent with adjacent property requirements.
- The planned development plat is showing a dedication of 31' along the C.R. 105 right-of-way.
- When the adjoining property at 6906 Vandaveer Ranch Road was annexed into the city, the annexation agreement required them to include a ten (10) foot wide public pedestrian access maintained between the site and adjoining properties on the east and west, at the north end of the site.
- The Flour Mill Planned Development includes an eight (8) foot wide public pedestrian access connecting to the adjoining 6906 Vandaveer Ranch Road property. Staff is recommending a condition of approval that this pedestrian access trail be the same 10' width as the adjoining property for pedestrian connections.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	January 2, 2024

6907 C.R. 105
Flour Mill property



- (3) Ownership and Maintenance. No PD shall be approved unless the City Council is satisfied that the landowner has provided for or established an adequate organization for the ownership and maintenance of common open space and private roads, drives, parking or other common assets to ensure maintenance of such areas.

- The owners will have a homeowner's association to maintain Lot 14 within the development.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	January 2, 2024

- (4) Water and Sewer. The developer shall provide municipal water and sewer facilities within the PD as required by the City.
- The applicant has provided civil engineering plans that include designs for private HOA maintained water and sewer services to serve the interior of the site. The plans are being reviewed by the Public Works Director and the City Engineering Consultants.
 - Staff is recommending a condition of approval that the civil plans be approved by the Public Works Director and City Engineering Consultants prior to second reading and public hearing with City Council.
- (5) Residential Density. Density shall be limited as required by the Planning Commission and City Council upon consideration of the overall development plan, individual characteristics of the subject land and surrounding uses. In a multi-lot PD, the averaging of lot areas shall be permitted to provide flexibility in design and to relate lot size to topography, but each lot shall contain an acceptable building site. The clustering of development with usable common open areas shall be permitted to encourage provision for and access to common open areas, encourage pedestrian access and to save street and utility construction and maintenance costs. Such clustering is also intended to accommodate contemporary building types which are not spaced individually on their own lots but share common side walls, combined service facilities or similar architectural innovations, whether or not providing for separate ownership of land and buildings. In high-density development, housing will be designed to provide adequate privacy between dwelling units.
- The R-3 zone district requires 2,100 square feet of lot area per dwelling unit with the inclusionary housing being provided within the development. For the overall site the density allowance is 41 units and the request is for an allowed density of 69 units. The request is an approximate 68% increase in density ($69-41=28$) ($28/41=68\%$).
- (6) Relationship to the Subdivision Regulations. The provisions of these regulations concerning Planned Developments are not intended to eliminate or replace the requirements applicable to the subdivision of land or air space, as defined in state statutes and the ordinances and regulations of the City.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	January 2, 2024

- The applicant submitted a 14-lot major subdivision to be reviewed concurrent with this planned development application.

(7) Improvement Standards. The PD may deviate from the Design Standards described in Article VIII of this Chapter, including specifications for the width and surfacing of streets, public ways, public utility rights-of-way, curbs and other standards, only if the reasons for such deviations are well documented and are necessary for realizing the purposes described in the objectives of development. Deviations may be incorporated only with the approval of the Planning Commission and City Council as a part of its review of the Overall Development Plan for a PD and shall conform to acceptable engineering, architectural and planning principles and practices. If a deviation from the improvement standards is not specifically addressed and approved under the Overall Development Plan, the improvement shall comply with all improvement standards of this Chapter.

- Sec 16-8-20 – Road, driveway and sidewalk standards. (a) Access to Roads. All lots and developments shall have direct access to a public street: Lot 11 and Lot 12 in this proposed development will have access to a public street via the HOA owned and maintained parking lot which is Lot 14. All other improvements shall meet design standards required in Article VIII.

(8) Maximum height. The maximum height of buildings may be increased above the maximum permitted for like buildings in other zone districts. In no case shall a building exceed the maximum height requirement if the deviation shall result in:

- a. Adverse visual impacts on adjacent sites or other areas in the vicinity, including extreme contrast, interruption of vistas or scale that is disproportionate to surrounding development or natural features.
- The maximum height requirement in the R-3 zone district is 35' and the applicant is requesting a deviation from the height requirement from 35' to 38' for the condominium/apartment buildings on Lots 11, 12 & 13 to allow for architectural features and to conceal mechanical systems behind a parapet wall. The proposed parapet wall will be 36' and the architectural features will be 38'. The mechanical systems shall be concealed by the parapet wall.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	January 2, 2024

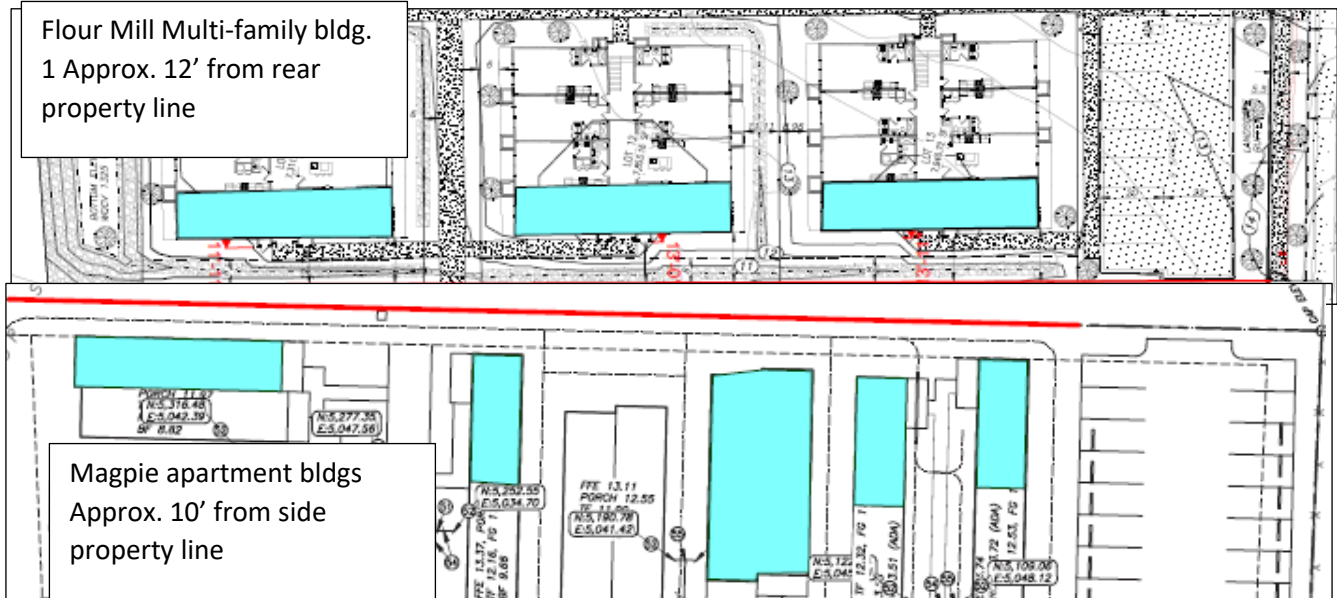


- b. Potential problems for adjacent sites caused by shadows, loss of air circulation or loss of view.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	January 2, 2024



- The Magpie Apartments are 10' from their side property line and the Flour Mill Multi-family buildings are approximately 12' from their rear property line.
- There shouldn't be loss of air circulation for adjacent properties but with 22' between the Flour Mill condominium/apartment buildings and the adjacent single story Magpie apartment buildings to the west there may be some shadowing in the morning.
- c. Inability to provide adequate fire protection using equipment currently in use by the Fire Department.
- The Fire Department has no concerns with the proposal.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	January 2, 2024



(9) Gross Building Floor Area. The gross building floor area of uses other than residential may be limited as required by the City Council upon consideration of the Overall Development Plan, individual characteristics of the subject land and surrounding uses.

- The only other use proposed within the Flour Mill Planned Development is a laundromat on Lot 3 to serve occupants of the development.

(10) Permitted Uses. A PD may include any permitted principal or accessory uses by right and conditional review uses allowed in any other zone, except that any use that has been declared a nuisance by statute, ordinance or any court of competent jurisdiction shall not be permitted.

- The applicant is requesting the following deviations from table 16-D Schedule of Uses.

FLOUR MILL SCHEDULE OF USES			
N = Not Permitted P = Permitted AR = Administrative Review	R-3 Zone District	Flour Mill Planned Development	Standards ¹
Residential Uses:			
Accessory buildings and structures.	P	P	Sec. 16-4-190(c)
Accessory dwelling units	AR	AR	Sec. 16-4-190(c)
Duplex dwelling units	P	P	
Residential (3 - 4 units)	AR	P	
Residential (5 - 19 units)	AR	P	
Residential (20 or more units)	MR	P	
Single-family dwelling units	AR	P	
Short-term Rental Units	AR	N	Sec. 16-4-190(q)
Laundromat (Lot 3)		P	Standards ¹
Notes: ¹ The standards referenced herein are in addition to all other applicable standards of this Land Use Code.			



CITY COUNCIL ACTION FORM

DEPARTMENT Planning	PRESENTED BY Kristi Jefferson - Senior Planner	DATE January 2, 2024
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(11) Transportation design. The PD shall provide interconnected transportation networks designed to disperse and reduce the length of automobile trips, connect to adjacent roadways and enhance the greater transportation pattern of the City and surrounding area.

- The development has two entrances with one access off C.R. 105 and the second access off Vandaveer Ranch Road and should not have major impacts on the traffic in the area.
- The applicant submitted the following summary of trip generation for the 69 units.

The Flour Mill

CRADTREE GROUP

Summary of Trip Generation

Land Use	ITE Code	Intensity	Rate	Daily Trip Ends	AM Peak-Hour Trip Ends						PM Peak-Hour Trip Ends					
					Rate	Total	In		Out		Rate	Total	In		Out	
							%	Trips	%	Trips			%	Trips	%	Trips
Single Family Detached Housing	210	9 DU	9.57	86	0.75	7	25%	2	75%	5	1.01	9	63%	6	37%	3
Apartments	220	20 DU	6.65	133	0.51	10	20%	2	80%	8	0.62	12	65%	8	35%	4
Condominiums/Townhouses	230	40 DU	5.81	232	0.44	18	17%	3	83%	15	0.52	21	67%	14	33%	7
Total				452		35		7		28		42		28		15

(12) Development Standards. The PD may deviate from the Development Standards described in this Chapter only if the reasons for such deviations are well-documented and are necessary for realizing the purposes described in the objectives of development. Any variation from the development standards of this Chapter must be specifically addressed and approved in the Overall Development Plan. If an area of development (parking, landscaping, illumination, fences, signs, etc.) is not specifically addressed and approved under the Overall Development Plan, the area of development shall meet or exceed the standards of this Chapter applying to that area of development.

- The applicant is requesting a deviation from the landscape standards for Lot 14 in order to meet the parking requirements for the entire development. The development will meet the remaining standards of Article VIII.

(13) Energy Efficient Design. The construction of new buildings will be required to meet the energy standards of the building codes.



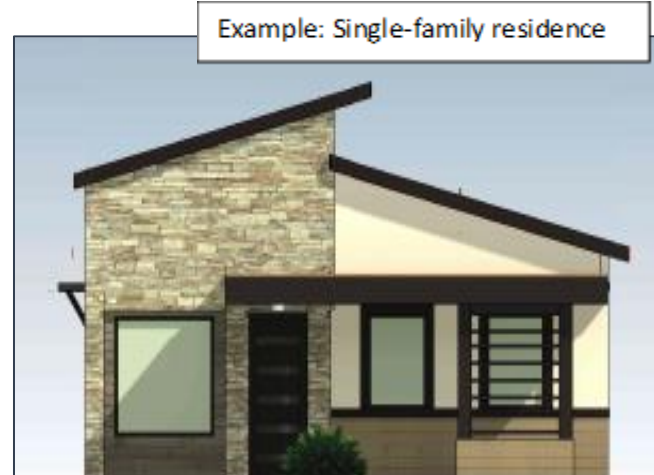
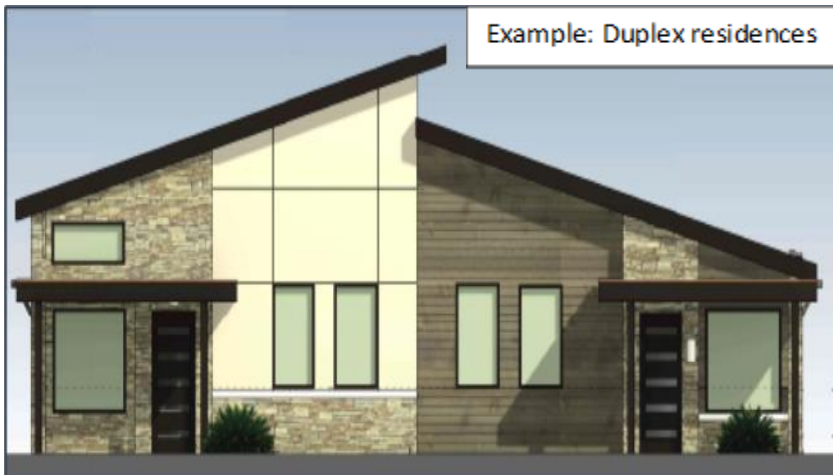
CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	January 2, 2024

- The construction of new buildings will be required to meet the energy standards of the building codes.

(14) Variety in Housing Types. Where residential uses are proposed, the PD shall provide for a variety in housing types and densities, other facilities and common open space.

- The applicant is proposing a major subdivision of 14 lots and will be constructing 3 single-family, 3 duplex buildings and three multi-family buildings with 20 units in each. The proposal is for 9 for-sale residential units, 40 for-sale condominiums and 20 apartment rental units.





CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	January 2, 2024

3-D renderings of proposed development



(15) Fiscal Impacts. The fiscal impacts of the PD have been satisfactorily addressed and the City or special district will be able to provide adequate levels of service for police and fire protection, street maintenance, snow removal and other public services, or it shall be shown that adequate measures have been developed to effectively mitigate such impacts.

- Utility easements, common areas and Lot 14 are to be owned and maintained by the homeowner's association. The City will provide police and fire protection and serve the project with water and sewer through public mains. Water and sewer system development fees will help offset long term costs of expanding those systems. The fees for Fair Contributions for Public School Sites will be required per residential unit (except the deed restricted units) to help offset impacts on the school district, and open space fees will be required for each unit.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	January 2, 2024

(16) Higher levels of amenities. Higher levels of amenities than would be achieved by using established zone districts, including open spaces, parks, recreational areas, trails and school sites, will be provided to serve the projected population.

- There are no private or public parks or recreational areas proposed within the planned development. The applicant has agreed to provide trail access connecting to the pedestrian trail within the 6906 Vandaveer Ranch Road development.
- The applicant will be required to construct an 8' trail along C.R.105.

(17) Physical Conditions or Constraints. There are special physical conditions or objectives of development that the proposal will satisfy to warrant a departure from the standard regulation requirements.

- The only constraint the property presents is the need to be redeveloped.

(18) Adjacent and nearby developments. The adjacent and nearby developments will not be detrimentally affected by the proposed PD and approval period.

- Immediately adjacent uses consist of single-family and multi-family residences. The single-family residences to the north and east are zoned Residential within the County and the properties to the south and west are zoned High-density residential (R-3) or Planned Development.
- The proposed residential units on this site would blend with the existing adjacent and nearby Salida Ridge apartments and the Magpie apartment buildings. Given the variety of residential properties in the area, and the primarily residential nature of the proposal, the adjacent properties should not be detrimentally affected.
- Staff has received letters from both adjoining neighbors who are not in support of the proposal. The letters are attached to the staff report for the Commission to consider.

EVALUATION STANDARDS FOR MAJOR PLANNED DEVELOPMENTS

Section 16-7-40(c) - In addition to the above evaluation standards, the following standards or requirements shall govern the application of a major planned development and shall be utilized by the Planning Commission and the City Council in evaluating any major PD plan:



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	January 2, 2024

- (1) Staging of Development. Each stage within a PD shall be so planned and so related to the existing surroundings and available facilities and services that failure to proceed to the subsequent stages will not have an adverse impact on the PD or its surroundings at any stage of the development.
 - The applicant is proposing to build the development in three (3) phases.
 1. The first phase includes the street and sidewalk improvements, water and sewer infrastructure and the single-family and duplex units.
 2. The second phase includes partially completing Lot 14 parking lot, the two condominium buildings containing 20 units in each and at the end of phase 2 the applicant will build the laundry facility.
 3. The third and final phase will be the completion of the 20-unit apartment building and completion of Lot 14, parking lot.
- (2) Parks, Trails and Open Space. Each major planned development shall dedicate and develop land or pay a fee-in-lieu for the purpose of providing active parks, open space, passive recreation facilities and/or recreation trails or other public purposes as determined by the City for the benefit of those who occupy the property and be made accessible to the public. The intent of this regulation is to ensure that a comprehensive, integrated network of parks, trails and open spaces are developed and preserved as the community grows.
 - There are no parks, open space or recreation facilities in the development, and given the size of the lot it would not be practical. The City has a 1.24-acre park located in the Confluent Park Planned Development near this property.
 - The applicant acknowledges that required open space fees-in-lieu will be paid at time of building permit for each unit and has already noted this on the major subdivision plat.
- (3) Civic Engagement. Civic buildings and public gathering places should be provided to reinforce community identity and support civic engagement.
 - No civil buildings or public gathering places are proposed within the development.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	January 2, 2024

B. MAJOR SUBDIVISION PLAT REVIEW

A major subdivision requires a recommendation from the Planning Commission and final approval by the City Council. The applicant is requesting that the Planning Commission recommend approval of the 13-lot residential subdivision, 1 lot for laundry facility and 1 lot for parking to be commonly-owned by the homeowners association. The proposed subdivision must comply with the following standards:

1. Comprehensive Plan. The proposed subdivision is consistent with the Comprehensive Plan as detailed on pages 3 and 4 of this report which promotes diverse residential housing (including affordable for-sale and rental units) and access to nearby trails. Staff finds that the development is compatible with surrounding land uses and should not create unreasonable adverse effects on neighboring properties.
2. Zone District Standards. The applicant is requesting exemptions from the public street frontage for 2 of the 14 lots, minimum lot size, density and the multi-family units be allowed as a use by right. Deviations to such standards have been requested through the concurrent Planned Development application.
3. Improvements. The proposed subdivision shall be provided with improvements which comply with 16-2-60 and landscaping which complies with Section 16-8-90 of this Chapter.
 - a. Streets. Existing and proposed streets shall be suitable and adequate to carry anticipated traffic within and in the vicinity of the proposed subdivision.
 - b. Utilities. Existing and proposed utility services shall be suitable and adequate to meet the needs of the proposed subdivision.
 - c. Phases. The applicant is proposing three phases within the planned development request.
4. Natural Features. Staff is unaware of any extraordinary natural features on the site.
5. Floodplains. This property does not reside in the floodplain. This standard does not apply.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	January 2, 2024

6. Noise Reduction. Where a subdivision borders on or contains a highway right-of-way, the City shall require adequate provisions for reduction of noise. This property does not border a highway right-of-way.
7. Future Streets. Future streets are not proposed for this development.
8. Parks, Trails and Open Space. No public open space dedication is proposed within this development with the exception of trail connections. The applicant will be required to pay a fee-in-lieu for open space at the time of building permit submittal for each residential unit constructed on the property.
9. Common Recreation Facilities. This development does not include any common recreation facilities.
10. Lots and Blocks. The size, shape, and orientation of the lots are appropriate to the design and location of proposed subdivision and type of development contemplated.
11. Architecture. The architectural concept proposed for this site is intended to complement the surrounding neighborhood. It meets or exceeds the architectural requirements of the Code
12. Codes. The subdivision will comply with all applicable City building, fire and safety codes for the proposed development.
13. Inclusionary Housing. Land Use Code Sec. 16-13-20 - Any application brought under planned development and major subdivision sections of this code are required to include at least sixteen and seven tenths (16.7) percent of the total number of residential dwelling units as affordable dwelling units, pursuant to requirements set forth in Article XIII.
 - The inclusionary housing requirement for this property is 11 deed restricted units and the applicant will exceed the required number of deed restricted units.
 - The applicant is committed to legally deed restricting 50% of the units within the development. The IH requirements will also be included in the Flour Mill Annexation agreement and the Subdivision Improvement and Inclusionary Housing Agreement.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	January 2, 2024

- The applicant is requesting to deed restrict one (1) of the for-sale residential units in phase 1, fourteen (14) of the for-sale condominiums in phase 2 and the remaining 20 rental units in phase 3.

RESPONSE FROM REFERRAL DEPARTMENTS AND AGENCIES:

Requests to referral agencies and the comments received are as follows:

- **Salida Fire Department:** Assistant Fire Chief, Kathy Rohrich, responded "Fire Department has no concerns at this time."
- **Salida Police Department:** Police Chief, Russ Johnson, responded "No issues from PD at this time."
- **Salida Parks and Recreation Department:** Director Diesel Post, responded "Thanks for sharing. I do not see any mention of open space or fee-in-lieu. I know that Rob mention to the planning commission that Confluent park was so close and that that would the park that this neighborhood would use, he will still need fee-in-lieu and probably some trail connections."
- **Public Works Department and City Engineering Consultants:**
- **Salida Finance Department:** Staff Accountant, Renee Thonhoff, responded 6907 C.R. 105 has a sewer/water utility account. System development fees would need to be paid upon further development.
- **Salida School District:** Superintendent David Blackburn, responded "We will accept fees in lieu of land."
- **Xcel Energy:** Response is attached
- **Chaffee County Planning Director,** No response received



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	January 2, 2024

A. PROPOSED PLANNED DEVELOPMENT

The following conditions were presented to the Planning Commission. The Planning Commission recommended City Council approve the Flour Mill Planned Development Overlay, with staffs recommended conditions and plat notes. Planning Commission recommended adding language to condition #'s 3, 4 and 5 (incorporated into the Ordinance) and added an 11th condition regarding short-term rentals:

1. The applicant shall provide fifty (50) percent of the units within the development as permanently deed-restricted. Because the applicant is exceeding the required number of inclusionary housing units and targeting levels below the range specified in the code, Land Use Code Sec. 16-13-60(2) creating parity across the levels of affordability is waived. The following plat notes must be added to the planned development plat and the major subdivision plat regarding the timing of the deed-restrictions.
2. Phase 1 (Single-family and Duplex homes) - A certificate of occupancy must be issued for one (1) single-family unit meeting the for-sale Inclusionary Housing deed restriction, prior to issuance of certificate of occupancy of the 6th market rate for-sale unit in Phase 1. The average sales price of the affordable housing unit shall not exceed a price affordable to households earning one hundred forty (140) percent AMI for Chaffee County.
3. Phase 2 (First Condominium building) - Seven (7) out of the 20 condominium units must be permanently deed restricted meeting the parameters of the for-sale Inclusionary Housing policy, prior to certificate of occupancy of the first condominium building in Phase 2. A certificate of occupancy will not be issued to each individual condominium unit but to the entire building. The average sales price of the affordable housing unit (studios) shall not exceed a price affordable to households earning up to one hundred (100) percent AMI for Chaffee County.
 - Amended to add the number of units in each of the multi-family buildings, there will be 16 studios and 4 two-bedrooms in each of the buildings. In the for-sale condominium building there will be at least one (1) deed restricted two-bedroom unit and six (6) deed restricted studio units.
4. Phase 2 (Second Condominium building) - Seven (7) out of the 20 condominium units must be permanently deed restricted meeting the parameters of the for-sale Inclusionary Housing policy, prior to certificate of occupancy of the second condominium building in Phase 2. A



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	January 2, 2024

certificate of occupancy will not be issued to each individual condominium unit but to the entire building. The average sales price of the affordable housing unit (studios) shall not exceed a price affordable to households earning up to one hundred (100) percent AMI for Chaffee County.

- Amended to add the number of units in each of the multi-family buildings, there will be 16 studios and 4 two-bedrooms in each of the buildings. In the for-sale condominium building there will be at least one (1) deed restricted two-bedroom unit and six (6) deed restricted studio units.
5. Phase 3 (Apartment building)- All 20 rental units in the apartment building will be permanently deed-restricted meeting the Inclusionary Housing parameters for rental units, prior to certificate of occupancy of the apartment building in Phase 3. At least fifty (50) percent of all provided units shall be priced affordable to households earning up to eighty (80) percent of the AMI for Chaffee County. Studio units rented above eighty (80) percent AMI for Chaffee County shall not be eligible to satisfy inclusionary housing requirements.
 - Amended to add the number of units in each of the multi-family buildings, there will be 16 studios and 4 two-bedrooms in each of the buildings. The apartment building will have 16 studios rented at 80% AMI and 4 two-bedroom units rented at 100% AMI.
 6. That new residential dwelling units constructed on the property shall meet the requirements of Land Use Code Sec. 16-6-140, Fair Contributions to Public School Sites, at the time of issuance of a building permit.
 - The deed restricted units are exempted from paying the fees in lieu of Fair Contributions for Public School sites.
 7. Fees in lieu of open space shall be provided, in an amount then in effect, at the time of issuance of a building permit for new residential units constructed on the property.
 8. The applicant must meet the requirements of the Public Works Director and City Engineering Consultants prior to approval of the Subdivision Improvement and Inclusionary Housing Agreement.
 9. That the pedestrian access trail on the western side of the property be the same 10' width as the adjoining property for pedestrian connections.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	January 2, 2024

10. At the time of development, the applicant is required to pay \$8,851.61 for the Confluent Park pressure reducing valve reimbursement agreement recorded at reception #470651.
11. No short-term rentals allowed within the Flour Mill Planned Development.

B. PROPOSED MAJOR SUBDIVISION

The following conditions were presented to the Planning Commission for the major subdivision. The Planning Commission recommended City Council approve the Flour Mill Subdivision, with the following conditions and plat notes. The Commission recommended adding language to condition #'s 6, 7 and 8 (incorporated into the Ordinance) and added an 9th condition regarding short-term rentals:

1. The following plat notes to be updated on the Major Subdivision Plat prior to recording the subdivision:
 - a. As required under Section 16.6.140 of the Salida Municipal Code, a payment in lieu of land dedication for Fair Contributions for Public School Sites shall be paid prior to issuance of a building permit for any new residence constructed.
 - The deed restricted units are exempted from paying the fees in lieu of Fair Contributions for Public School sites.
 - b. As required under Section 16-6-120(8), Parks, Trails and Open Space of the Salida Municipal Code, a fee in lieu shall be provided for open space prior to the issuance of a building permit for any new residence constructed.
2. The applicant must meet the requirements of the Public Works Director and City Engineering Consultants prior to approval of the Subdivision Improvement and Inclusionary Housing Agreement.
3. Prior to recordation of the subdivision plat, developer shall enter into a Subdivision Improvement and Inclusionary Housing agreement that guarantees the construction of the public improvements that are required for the project and that Article XIII Inclusionary Housing of the Land Use Code requirements are met.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	January 2, 2024

4. The applicant shall provide fifty (50) percent of the units within the development as permanently deed-restricted. Because the applicant is exceeding the required number of inclusionary housing units and targeting levels below the range specified in the code, Land Use Code Sec. 16-13-60(2) creating parity across the levels of affordability is waived. The following plat notes must be added to the planned development plat and the major subdivision plat regarding the timing of the deed-restrictions.
5. Phase 1 (Single-family and Duplex homes) - A certificate of occupancy must be issued for one (1) single-family unit meeting the for-sale Inclusionary Housing deed restriction, prior to issuance of certificate of occupancy of the 6th market rate for-sale unit in Phase 1. The average sales price of the affordable housing unit shall not exceed a price affordable to households earning one hundred forty (140) percent AMI for Chaffee County.
6. Phase 2 (First Condominium building) - Seven (7) out of the 20 condominium units must be permanently deed restricted meeting the parameters of the for-sale Inclusionary Housing policy, prior to certificate of occupancy of the first condominium building in Phase 2. A certificate of occupancy will not be issued to each individual condominium unit but to the entire building. The average sales price of the affordable housing unit (studios) shall not exceed a price affordable to households earning up to one hundred (100) percent AMI for Chaffee County.
 - Amended to add the number of units in each of the multi-family buildings, there will be 16 studios and 4 two-bedrooms in each of the buildings. In the for-sale condominium building there will be at least one (1) deed restricted two-bedroom unit and six (6) deed restricted studio units.
7. Phase 2 (Second Condominium building) - Seven (7) out of the 20 condominium units must be permanently deed restricted meeting the parameters of the for-sale Inclusionary Housing policy, prior to certificate of occupancy of the second condominium building in Phase 2. A certificate of occupancy will not be issued to each individual condominium unit but to the entire building. The average sales price of the affordable housing unit (studios) shall not exceed a price affordable to households earning up to one hundred (100) percent AMI for Chaffee County.
 - Amended to add the number of units in each of the multi-family buildings, there will be 16 studios and 4 two-bedrooms in each of the buildings. In the for-sale condominium building there will be at least one (1) deed restricted two-bedroom unit and six (6) deed restricted studio units.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	January 2, 2024

8. Phase 3 (Apartment building)- All 20 rental units in the apartment building will be permanently deed-restricted meeting the Inclusionary Housing parameters for rental units, prior to certificate of occupancy of the apartment building in Phase 3. At least fifty (50) percent of all provided units shall be priced affordable to households earning up to eighty (80) percent of the AMI for Chaffee County. Studio units rented above eighty (80) percent AMI for Chaffee County shall not be eligible to satisfy inclusionary housing requirements.
- Amended to add the number of units in each of the multi-family buildings, there will be 16 studios and 4 two-bedrooms in each of the buildings. The apartment building will have 16 studios rented at 80% AMI and 4 two-bedroom units rented at 100% AMI.
9. No short-term rentals allowed within the Flour Mill Major Subdivision.

PLANNING COMMISSION RECOMMENDATION

A public hearing with the Planning Commission was held October 23, 2023 and November 27, 2023 and by a vote of 5 to 2 the Commission recommended Council approve the proposed Flour Mill Planned Development and Major Subdivision with staffs recommended conditions as amended by Planning Commission.

SUGGESTED MOTION

A council person should make the motion to “approve Ordinance 2023-20 on second reading”, followed by a second and a roll call vote.

Attachments: Proof of publication
Planning Commission minutes October 23, 2023
Planning Commission minutes November 27, 2023
Ordinance 2023-20
Agency review comments
Letters from neighboring properties
Ned Suesse letter December 18, 2023
Curt Shuey letter December 18, 2023
Letters of Support
Application Materials
Flour Mill Planned Development Plat
Flour Mill Major Subdivision Plat

**THE CITY OF SALIDA CITY COUNCIL
CONCERNING A MAJOR IMPACT
REVIEW APPLICATION**

Item 7.

**TO ALL MEMBERS OF THE PUBLIC AND
INTERESTED PERSONS: PLEASE TAKE**

NOTICE that on January 2, 2024, at or about the hour of 6:00 p.m., a public hearing will be conducted by the City of Salida City Council at City Council Chambers, 448 East First Street, Suite 190, Salida, Colorado and online at the following link:

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

The hearing is regarding the Major Impact Review application for the Flour Mill Planned Development Overlay and Major Subdivision. The Major Impact Review application was submitted by and on behalf of Rob and Sarah Gartzman of Biker Baker Holdings, LLC, for the property located at 6907 County Road 105.

The requests include:

A. Approval of a Planned Development Overlay to allow the following deviations from the High Density Residential (R-3) zone district:

- Proposed subdivision with two (2) lots that will not front a public road, increased allowed density, reduced minimum lot size, reduced lot frontage, maximum lot coverage for structures (Lots 11, 12 & 13), reduced setbacks, increased height (Lots 11, 12 & 13) and reduced landscaping standards for Lot 14.

B. Approval of a Major Subdivision to subdivide the 2-acre property into 12 residential lots, 1 lot for a laundromat and 1 HOA owned and managed parking lot.

The Planning Commission has recommended approval of the application, with conditions. Interested persons are encouraged to attend the public hearing. Further information on the applications may be obtained from the Community Development Department, kristi.jefferson@cityofsalida.com (719) 530-2626.

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

Published in The Mountain Mail December 15, 2023



PLANNING COMMISSION REGULAR MEETING

448 E. 1st Street, Room 190 Salida, Colorado 81201
October 23, 2023 - 6:00 PM

MINUTES

Email public comments to: planning@cityofsalida.com

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

CALL TO ORDER BY CHAIRMAN – 6:00 PM

ROLL CALL

PRESENT

Chairman Greg Follet
Vice-Chair Francie Bomer
Commissioner Giff Kriebel
Commissioner Judith Dockery
Commissioner Michelle Walker
Commissioner Aaron Derwingson
Alternate Commissioner Dan Bush

ABSENT

Commissioner Brian Colby
Commissioner Kenneth Layton

APPROVAL OF THE MINUTES

1. October 10, 2023 - Draft Minutes

Motion to approve the minutes made by Commissioner Kriebel, Seconded by Commissioner Dockery.
Voting Yea: Chairman Follet, Vice-Chair Bomer, Commissioner Kriebel, Commissioner Dockery, Commissioner Walker, Commissioner Derwingson, Alternate Commissioner Bush

MOTION PASSED.

UNSCHEDULED CITIZENS- NA

AMENDMENT(S) TO AGENDA- NA

PUBLIC HEARINGS

Public Hearings will follow the following procedure:

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

2. **Flour Mill Annexation** - The applicant, Biker Baker LLC, represented by Rob Gartzman submitted a complete application to annex the property located at 6907 County Road 105 on September 13, 2023 along with an application for Zoning to be considered during a separate hearing.

A. Open Public hearing – 6:02 pm

B. Proof of Publication –

C. Staff Review– Planner Jefferson reviewed the application.

D. Applicant's Presentation- Mark Gartzman was present in person. Rob Gartzman and Jordan Yoder were present online.

- E. Public Input –** Deb Coquoz-Shuey spoke during Public Input.
- F. Close Public Hearing –** 6:21 pm
- G. Commissioner Discussion –**
- H. Commission Recommendation –**

Motion made by Vice-Chair Bomer to recommend City Council approve the proposed Flour Mill Annexation as it meets the findings of fact for annexation subject to the following recommended conditions to be included in the annexation agreement as stated by staff. First, that the new residential units constructed on the property shall meet the inclusionary housing requirements of Article XIII of Chapter 16 of the Salida Municipal Code at the time of building permit submittal. That two, the residential dwelling units constructed on the property shall meet the requirements of Land Use Code Sec. 16-6-140, Fair Contributions to Public School Sites at the time of issuance of building permit and three, the Fees in Lieu of open space shall be provided, in an amount then in effect, at the time of issuance of a building permit for new residential units constructed on the property,

Seconded by Commissioner Walker.

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

THE MOTION PASSED.

- 3. Flour Mill Zoning -** The applicant, Biker and Baker Holdings, is requesting a zoning designation of High Density Residential (R-3) should the property located at 6907 C.R. 105 be annexed.

- A. Open Public hearing –** 6:23 pm
- B. Proof of Publication –**
- C. Staff Review–** Planner Jefferson reviewed the application.
- D. Applicant's Presentation-** Mark Gartzman was present in person. Rob Gartzman and Jordan Yoder were present online.
- E. Public Input –** Ned Suesse, Steve Shuey and Curt Shuey spoke during Public Input.
- F. Close Public Hearing –** 6:34 pm
- G. Commissioner Discussion –**
- H. Commission Recommendation –**

Motion made by Vice-Chair Bomer to recommend City Council approve the proposed zoning of the Flour Mill Annexation site to High-Density Residential (R-3) Zone District, as it meets the review standards for a zoning/rezoning, Seconded by Commissioner Kriebel.

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

THE MOTION PASSED.

- 4. Major Impact Review - Flour Mill Planned Development and Major Subdivision -** Following approval of the Flour Mill Annexation of the 2-acre property into the City of Salida, and zoning of High-Density Residential (R-3) the applicant, Biker Baker Holdings, is requesting approval of a Major Impact Review for a Planned Development Overlay and Major Subdivision of the property located at 6907 C.R. 105. Below are the requests:

A: Major Impact Review approval of a Planned Development Overlay for the following deviations to the Dimensional Standards:

- Lots 11 and 12 will have frontage off of the private parking lot and not a public street
- Increased density
- Increased height allowed for Lots 10, 11 and 13
- Reduced minimum lot size for Lots 1, 2, 3 and 4

- Reduced minimum lot frontage for the single-family and Laundromat lots
- Reduced minimum setbacks - reduced minimum front and rear setbacks
- Increased maximum Lot Coverage with structures for Lots 10, 11 and 13
- Increased maximum Lot Coverage for uncovered parking/access for Lot 14 (parking lot)
- Reduced minimum Landscape area for Lot 14
- Modified Schedule of Uses

The applicant is proposing to deed restrict 50% of the units within the development.

A. Open Public hearing – 6:37 pm

B. Proof of Publication –

C. Staff Review– Planner Jefferson reviewed the application.

D. Applicant's Presentation- Rob Gartzman, applicant, Ken Puncerelli and Jordan Yoder, architects, spoke on the application online.

E. Public Input – Ned Suesse, Mary Branson, Suzette Megyeri, Simonne Laylin, Deb Coquoz-Shuey, Steve Shuey, Shawn Shuey, Curt Shuey, Wayles Martin, Eric Warner, Kristen Homer, "Salty" Riggs, Abby Peters, Mark Gartzman, and Lee Shuey spoke during Public Input.

F. Close Public Hearing –7:52 pm

Commission took a brief recess at 7:52 pm and returned at 8:00 pm.

G. Commissioner Discussion –

H. Commission Recommendation –

Motion to continue until the next regular meeting on November 27th made by Vice-Chair Bomer, Seconded by Commissioner Kriebel.

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

THE MOTION PASSED.

B: Approval of a Major Subdivision to subdivide the above-described property into 12 residential lots, one (1) lot for a laundromat and one (1) lot for the HOA maintained parking lot.

Motion to continue until the next regular meeting on November 27th made by Vice-Chair Bomer, Seconded by Commissioner Walker.

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

THE MOTION PASSED.

UPDATES: Community Development Director Almquist provided updates.

COMMISSIONERS' COMMENTS

ADJOURN With no further business to come before the Commission, the meeting adjourned at 8:46 p.m



PLANNING COMMISSION REGULAR MEETING

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

November 27, 2023 - 6:00 PM

MINUTES

Email public comments to: planning@cityofsalida.com

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

CALL TO ORDER BY CHAIRMAN – 6:00 PM

ROLL CALL

PRESENT

Chairman Greg Follet
 Vice-Chair Francie Bomer
 Commissioner Giff Kriebel
 Commissioner Judith Dockery
 Commissioner Michelle Walker
 Commissioner Brian Colby
 Commissioner Aaron Derwingson
 Alternate Commissioner Dan Bush
 Alternate Commissioner Kenny Layton

APPROVAL OF THE MINUTES

1. October 23, 2023 - Draft Minutes

Motion to approve the minutes made by Vice-Chair Bomer, Seconded by Commissioner Dockery.
 Voting Yea: Chairman Follet, Vice-Chair Bomer, Commissioner Kriebel, Commissioner Dockery,
 Commissioner Walker, Commissioner Colby, Commissioner Derwingson

THE MOTION PASSED.

UNSCHEDULED CITIZENS: NA

AMENDMENT(S) TO AGENDA: NA

PUBLIC HEARINGS

Public Hearings will follow the following procedure:

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

2. **HRRMC Limited Impact Review 7164 C.R. 154** - The request is to receive limited impact review approval to construct a two-story, ten (10) unit building for employee housing and hospitality units on Lot 8R of the HRRMC Medical Campus located at 7164 C.R. 154. The property is within the Commercial (C-1) zone district and the HRRMC Planned Development.

A. Open Public hearing – 6:02 pm

B. Proof of Publication –

C. Staff Review– Planner Jefferson reviewed the application.

D. Applicant's Presentation- Scott Brown, the representative for Heart of the Rockies Regional Medical Center, and Tracey Vandaveer, the representative from Crabtree Group, were present and spoke on the application.

- E. Public Input – NA**
- F. Close Public Hearing – 6:11 pm**
- G. Commissioner Discussion –**
- H. Commission Decision –**

Motion to approve the HRRMC Limited Impact Review application to construct employee housing and hospitality units on Lot 8R of the HRRMC Medical Campus located at 7164 C.R. 154 as it meets the review standards for limited impact review, subject to the recommended staff condition for the three year expiration made by Vice-Chair Bomer, Seconded by Commissioner Kriebel.
Voting Yea: Chairman Follet, Vice-Chair Bomer, Commissioner Kriebel, Commissioner Dockery, Commissioner Walker, Commissioner Colby, Commissioner Derwingson

THE MOTION PASSED.

Commissioners Colby and Layton recused themselves from the Flour Mill Planned Development and Major Subdivision since they were not present during the first meeting.

- 3. The Flour Mill Planned Development and Major Subdivision (Continued from the October 23, 2023 Planning Commission meeting)** - the applicant, Biker Baker Holdings LLC, is requesting approval of a Major Impact Review for a Planned Development Overlay and Major Subdivision of the property located at 6907 C.R. 105. Below are the requests:

A: Major Impact Review approval of a Planned Development Overlay for the following deviations to the Dimensional Standards:

- Lots 11 and 12 will have frontage off of the private parking lot and not a public street
- Increased density
- Increased height allowed for Lots 10, 11 and 13
- Reduced minimum lot size for Lots 1, 2, 3 and 4
- Reduced minimum lot frontage for the single-family and Laundromat lots
- Reduced minimum setbacks - reduced minimum front and rear setbacks
- Increased maximum Lot Coverage with structures for Lots 10, 11 and 13
- Increased maximum Lot Coverage for uncovered parking/access for Lot 14 (parking lot)
- Reduced minimum Landscape area for Lot 14
- Modified Schedule of Uses

The applicant is proposing to deed restrict 50% of the units within the development.

- A. Open Public hearing – 6:16 pm**
- B. Proof of Publication –**
- C. Staff Review–** Planner Jefferson reviewed the continued application.
- D. Applicant's Presentation-** Rob Gartzman, the applicant, was present and spoke on the application.
- E. Public Input –** Merrell Bergin, Ashley Kappel, Joyce Bartz, Scott Brown, Jake Rishavy, Read McCulloch, Wayles Martin, Simonne Laylin, Suzette Megyeri, Steve Shuey, Eric Warner, Cory "Salty" Riggs, Betsy Dittenber, Ned Suesse (online) & Scott Simmons (online) gave public input.

Planning Commission took a short recess at 7:46pm and returned from break at 7:50pm

- F. Close Public Hearing – 7:51pm**
- G. Commissioner Discussion –**
- H. Commission Recommendation –**

Motion made by Vice-Chair Bomer, Seconded by Commissioner Kriebel to recommend City Council approve the Flour Mill Planned Development Overlay with the following conditions recommended by staff and plat notes: The Commission recommended adding language to condition #'s 3, 4 and 5 and added an 11th condition regarding short-term rentals.

1. That the applicant shall provide fifty (50) percent of the units within the development as permanently deed-restricted.
2. In Phase 1, (Single-family and Duplex homes)- A certificate of occupancy must be issued for one (1) single-family unit meeting the for-sale Inclusionary Housing deed restriction, prior to issuance of certificate of occupancy of the 6th market rate for-sale unit.
3. In Phase 2, (First Condominium Buildings)- will be amended to add the number of units in each of the multi-family buildings, there will be 16 studios and 4 two-bedrooms in each of the buildings. In the for-sale condominium building there will be one deed restricted two-bedroom unit and six deed restricted studio units.
4. In Phase 2, (Second Condominium Buildings)- will be amended to add the number of units in each of the multi-family buildings, there will be 16 studios and 4 two-bedrooms in each of the buildings. In the for-sale condominium building there will be one deed restricted two-bedroom unit and six deed restricted studio units.
5. In Phase 3, the apartment building where 16 studios will be at 80% AMI and 4 two-bedroom units will be at 100% AMI.
6. That new residential dwelling units constructed on the property shall meet the requirements of Land Use Code Sec. 16-6-140, Fair Contributions to Public School Sites, at the time of issuance of a building permit.
 - a. > The deed restricted units are exempted from paying the fees in lieu of Fair Contributions for Public School sites.
7. Fees in lieu of open space shall be provided, in an amount then in effect, at the time of issuance of a building permit for new residential units constructed on the property.
8. The applicant must meet the requirements of the Public Works Director and City Engineering Consultants prior to second reading and public hearing of the Ordinance.
9. That the pedestrian access trail on the western side of the property be the same 10' width as the adjoining property for pedestrian connections.
10. At the time of development, the applicant is required to pay \$8,851.61 for the Confluent Park pressure reducing valve reimbursement agreement recorded at reception #470651.
11. That there shall be no short term rentals permitted which should be noted on the Plat and in the Subdivision improvement and inclusionary housing agreement.

Voting Yea: Chairman Follet, Vice-Chair Bomer, Commissioner Kriebel, Commissioner Derwingson, Alternate Commissioner Bush

Voting Nay: Commissioner Dockery, Commissioner Walker

THE MOTION PASSED.

B: Approval of a Major Subdivision to subdivide the above-described property into 12 residential lots, one (1) lot for a laundromat and one (1) lot for the HOA maintained parking lot.

Motion made by Vice-Chair Bomer, Seconded by Commissioner Kriebel to recommend Council approve the Flour Mill Major Subdivision and staff recommends the following conditions; The Commission recommended adding language to condition #'s 6, 7 and 8 and added a 9th condition regarding short-term rentals.

1. The following plat notes to be updated on the Major Subdivision Plat prior to recording the subdivision:

a. As required under Section 16.6.140 of the Salida Municipal Code, a payment in lieu of land dedication for Fair Contributions for Public School Sites shall be paid prior to issuance of a building permit for any new residence constructed. ➤ The deed restricted units are exempted from paying the fees in lieu of Fair Contributions for Public School sites.

b. As required under Section 16-6-120(8), Parks, Trails and Open Space of the Salida Municipal Code, a fee in lieu shall be provided for open space prior to the issuance of a building permit for any new residence constructed.

2. The applicant must meet the requirements of the Public Works Director and City Engineering Consultants prior to second reading and public hearing of the Ordinance.

3. Prior to recordation of the subdivision plat, developer shall enter into a Subdivision Improvement and Inclusionary Housing agreement that guarantees the construction of the public improvements that are required for the project and that Article XIII Inclusionary Housing of the Land Use Code requirements are met.

4. That the applicant shall provide fifty (50) percent of the units within the development as permanently deed-restricted.

5. In Phase 1, (Single Family and Duplex Homes) a certificate of occupancy must be issued for one (1) single-family unit meeting the for-sale Inclusionary Housing deed restriction, prior to issuance of certificate of occupancy of the 6th market rate for-sale unit.

6. In Phase 2, (First condominium Building) seven out of the twenty condominium units must be permanently deed restricted. In each of the for-sale condominium buildings there will be one deed restricted two-bedroom unit and six deed restricted studio units and to clarify the language that there will be 16 studios and 4 two-bedrooms will be in all three condominium buildings. Will be amended to add the number of units in each of the multi-family buildings, there will be 16 studios and 4 two-bedrooms in the building.

7. In Phase 2, - Seven (7) out of the 20 condominium units must be permanently deed restricted meeting the parameters of the for-sale Inclusionary Housing policy, prior to certificate of occupancy of the second condominium building in Phase 2. A certificate of occupancy will not be issued to each individual condominium unit but to the entire building. The average sales price of the affordable housing unit (studios) shall not exceed a price affordable to households earning up to one hundred (100) percent AMI for Chaffee County. Will be amended to add the number of units in each of the multi-family buildings, there will be 16 studios and 4 two-bedrooms in the building.

8. In Phase 3, All 20 rental units in the apartment building will be permanently deed-restricted meeting the Inclusionary Housing parameters for rental units, prior to certificate of occupancy of the apartment building in Phase 3. At least fifty (50) percent of all provided units shall be priced affordable to households earning up to eighty (80) percent of the AMI for Chaffee County. Studio units rented above eighty (80) percent AMI for Chaffee County shall not be eligible to satisfy inclusionary housing requirements. Will be amended to add the number of units in each of the multi-family buildings, there will be 16 studios and 4 two-bedrooms in the building.

9. That there shall be no short term rentals permitted which should be noted on the Plat and in the Subdivision improvement and inclusionary housing agreement.

Motion made by Commissioner Bush and seconded by Vice-Chair Bomer, to amend the Flour Mill Major Subdivision to require in each of the for-sale condominium buildings that "at least" one of the two-bedroom units out of the required seven units be permanently deed restricted and recommended that Council approve the same language in the Flour Mill Planned Development conditions.

Voting Yea: Voting Yea: Chairman Follet, Vice-Chair Bomer, Commissioner Kriebel, Commissioner Derwingson, Alternate Commissioner Bush, Commissioner Walker

Voting Nay: Commissioner Dockery

THE AMENDMENT PASSED.

Returning to the original motion as amended:

Voting Yea: Chairman Follet, Vice-Chair Bomer, Commissioner Kriebel, Commissioner Derwingson, Alternate Commissioner Bush

Voting Nay: Commissioner Dockery, Commissioner Walker

THE MOTION PASSED.

UPDATES Director Almquist and Planner Jefferson provided updates.

COMMISSIONERS' COMMENTS

ADJOURN: The meeting was adjourned at 8:30 pm

**CITY OF SALIDA, COLORADO
ORDINANCE NO. 20
SERIES OF 2023**

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA,
COLORADO APPROVING THE FLOUR MILL MAJOR IMPACT REVIEW FOR A
PLANNED DEVELOPMENT OVERLAY AND MAJOR SUBDIVISION OF THE 2
ACRE PARCEL LOCATED AT 6907 C.R. 105**

WHEREAS, the City of Salida Planning Commission conducted a public hearing on the Major Impact Review Application request on October 23, 2023 and November 27, 2023 for a Planned Development Overlay and Major Subdivision for the property located at 6907 C.R. 105 and forwarded to the City Council its recommendation that the subject property be approved, with conditions, as a Planned Development Overlay pursuant to the attached Flour Mill Planned Development Plat, illustrated on Exhibit A; and

WHEREAS, the City of Salida Planning Commission reviewed and recommended approval, with conditions, the Flour Mill Major Subdivision a fourteen (14) lot subdivision within the planned development overlay, illustrated on Exhibit B; and

WHEREAS, the project is consistent with the purpose, conditions and evaluation standards for planned development districts; and

WHEREAS, the proposal for the subject property is consistent with the policies and goals of the City's land use regulations and Comprehensive Plan, and will advance the public interest and welfare; and

WHEREAS, after the positive recommendation was forwarded to the City Council, a public hearing was held by the Salida City Council on January 2, 2024.

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

Section One

That the entirety of the property comprising the Flour Mill Planned Development, to wit, the 2 acres is hereby zoned High Density Residential (R-3) with a Planned Development Overlay as shown on the Flour Mill Planned Development plat and Major Subdivision attached to this ordinance as Exhibit A and Exhibit B.

Section Two

Upon this approval by the City Council, the Flour Mill Planned Development Overlay shall be considered a site specific development plan and granted a vested property right. The City Council is approving the vested property right subject to the terms and conditions contained in the development plan and this ordinance, and failure to abide by such terms and conditions may, at the option of the City Council, after a public hearing, result in the forfeiture of vested property rights.

Section Three

Upon this approval by the City Council, the applicant shall submit a final Mylar of Exhibit A and Exhibit B; and incorporating the following conditions of approval for the Mayor's signature and recordation.

Conditions of approval for the Flour Mill Planned Development:

1. The applicant shall provide fifty percent (50%) of the units within the development as permanently deed-restricted, with such deed restriction language to be approved by the City Attorney before recordation. Because the applicant is exceeding the required number of inclusionary housing units and targeting levels below the range specified in the code, Land Use Code Sec. 16-13-60(2) creating parity across the levels of affordability is waived. Conditions 2, 3, 4, 5 and 6 below shall be added as plat notes to the planned development plat regarding the timing of the deed-restrictions.
2. Phase 1 (Single-family and Duplex homes) - A certificate of occupancy must be issued for one (1) single-family unit meeting the for-sale Inclusionary Housing deed restriction, prior to issuance of certificate of occupancy of the 6th market rate for-sale unit in Phase 1. The average sales price of the affordable housing unit shall not exceed a price affordable to households earning one hundred forty percent (140%) AMI for Chaffee County.
3. Phase 2 (First Condominium building) - Seven (7) out of the 20 condominium units must be permanently deed restricted meeting the parameters of the for-sale Inclusionary Housing policy, prior to certificate of occupancy of the first condominium building in Phase 2. A certificate of occupancy will not be issued to each individual condominium unit but to the entire building. The average sales price of the affordable housing unit (studios) shall not exceed a price affordable to households earning up to one hundred percent (100%) AMI for Chaffee County.
4. Phase 2 (Second Condominium building) - Seven (7) out of the 20 condominium units must be permanently deed restricted meeting the parameters of the for-sale Inclusionary Housing policy, prior to certificate of occupancy of the second condominium building in Phase 2. A certificate of occupancy will not be issued to each individual condominium unit but to the entire building. The average sales price of the affordable housing unit (studios) shall not exceed a price affordable to households earning up to one hundred percent (100%) AMI for Chaffee County.
5. In the multifamily condominium buildings, there will be sixteen (16) studios and four (4) two-bedrooms in each of the buildings. In the for-sale condominium building, there will be at least one (1) deed restricted two-bedroom unit and six (6) deed restricted studio units.

6. Phase 3 (Apartment building)- All 20 rental units in the apartment building will be permanently deed-restricted meeting the Inclusionary Housing parameters for rental units, prior to certificate of occupancy of the apartment building in Phase 3. At least fifty percent (50%) of all provided units shall be priced affordable to households earning up to eighty percent (80%) of the AMI for Chaffee County. Studio units rented above eighty percent (80%) AMI for Chaffee County shall not be eligible to satisfy inclusionary housing requirements.
 - The apartment building will have sixteen (16) studios rented at 80% AMI and four (4) two-bedroom units rented at 100% AMI.
7. That new residential dwelling units constructed on the property shall meet the requirements of Land Use Code Sec. 16-6-140, Fair Contributions to Public School Sites, at the time of issuance of a building permit.
 - The deed restricted units are exempted from paying the fees in lieu of Fair Contributions for Public School sites.
8. Fees in lieu of open space shall be provided, in an amount then in effect, at the time of issuance of a building permit for new residential units constructed on the property.
9. The applicant must meet the requirements of the Public Works Director and City Engineering Consultants prior to second reading and public hearing of the Ordinance.
10. That the pedestrian access trail on the western side of the property be the same 10' width as the adjoining property for pedestrian connections.
11. At the time of development, the applicant is required to pay \$8,851.61 for the Confluent Park pressure reducing valve reimbursement agreement recorded at reception #470651.
12. No short-term rentals allowed within the Flour Mill Planned Development.

Conditions of approval for the Flour Mill Major Subdivision:

1. The following plat notes to be updated on the Major Subdivision Plat prior to recording the subdivision:
 - a. As required under Section 16.6.140 of the Salida Municipal Code, a payment in lieu of land dedication for Fair Contributions for Public School Sites shall be paid prior to issuance of a building permit for any new residence constructed.
 - The deed restricted units are exempted from paying the fees in lieu of Fair Contributions for Public School sites.
 - b. As required under Section 16-6-120(8), Parks, Trails and Open Space of the Salida Municipal Code, a fee in lieu shall be provided for open space prior to the issuance of a building permit for any new residence constructed.

2. The applicant must meet the requirements of the Public Works Director and City Engineering Consultants prior to second reading and public hearing of the Ordinance.
3. Prior to recordation of the subdivision plat, developer shall enter into a Subdivision Improvement and Inclusionary Housing agreement that guarantees the construction of the public improvements that are required for the project and that Article XIII Inclusionary Housing of the Land Use Code requirements are met.
4. The applicant shall provide fifty percent (50%) of the units within the development as permanently deed-restricted. Because the applicant is exceeding the required number of inclusionary housing units and targeting levels below the range specified in the code, Land Use Code Sec. 16-13-60(2) creating parity across the levels of affordability is waived. Conditions 5, 6, 7, 8 and 9 below shall be added as plat notes to the major subdivision plat regarding the timing of the deed-restrictions.
5. Phase 1 (Single-family and Duplex homes) - A certificate of occupancy must be issued for one (1) single-family unit meeting the for-sale Inclusionary Housing deed restriction, prior to issuance of certificate of occupancy of the 6th market rate for-sale unit in Phase 1. The average sales price of the affordable housing unit shall not exceed a price affordable to households earning one hundred forty percent (140%) AMI for Chaffee County.
6. Phase 2 (First Condominium building) - Seven (7) out of the 20 condominium units must be permanently deed restricted meeting the parameters of the for-sale Inclusionary Housing policy, prior to certificate of occupancy of the first condominium building in Phase 2. A certificate of occupancy will not be issued to each individual condominium unit but to the entire building. The average sales price of the affordable housing unit (studios) shall not exceed a price affordable to households earning up to one hundred percent (100%) AMI for Chaffee County.
7. Phase 2 (Second Condominium building) - Seven (7) out of the 20 condominium units must be permanently deed restricted meeting the parameters of the for-sale Inclusionary Housing policy, prior to certificate of occupancy of the second condominium building in Phase 2. A certificate of occupancy will not be issued to each individual condominium unit but to the entire building. The average sales price of the affordable housing unit (studios) shall not exceed a price affordable to households earning up to one hundred percent (100%) AMI for Chaffee County.
8. In each of the multi-family condominium buildings, there will be sixteen (16) studios and four (4) two-bedrooms. In the for-sale condominium buildings, there will be at least one (1) deed restricted two-bedroom unit and six (6) deed restricted studio units.
9. Phase 3 (Apartment building)- All 20 rental units in the apartment building will be permanently deed-restricted meeting the Inclusionary Housing parameters for rental units, prior to certificate of occupancy of the apartment building in Phase 3. At least fifty percent (50%) of all provided units shall be priced affordable to households earning up to

eighty percent (80%) of the AMI for Chaffee County. Studio units rented above eighty percent (80%) AMI for Chaffee County shall not be eligible to satisfy inclusionary housing requirements.

- The apartment building will have sixteen (16) studios rented at 80% AMI and four (4) two-bedroom units rented at 100% AMI.

10. No short-term rentals allowed within the Flour Mill Major Subdivision.

Section Four

The City Clerk is hereby directed to undertake the following actions upon the adoption of this Ordinance:

1. Publish this Ordinance in a newspaper of general circulation in the City of Salida.
 2. Following recording of the Mylar, the Clerk shall promptly amend the official city zoning district map to incorporate and reflect the planned development overlay of the subject property.
- Vertical metal baluster

Section Five

This Ordinance shall not have any effect on existing litigation and shall not operate as an abatement of any action or proceeding now pending under or by virtue of any ordinance repealed or amended as herein provided, and the same shall be construed and concluded under such prior ordinances.

Section Six

The provisions of this Ordinance are severable and the invalidity of any section, phrase, clause or portion of the Ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the Ordinance.

INTRODUCED ON FIRST READING on this ____ day of _____, 2023, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation by the City Council on this ____ day of _____, 2023, and set for second reading and public hearing on the ____ day of _____, 2024.

INTRODUCED ON SECOND READING FINALLY ADOPTED and ORDERED PUBLISHED BY TITLE ONLY, by the City Council on this ____ day of _____, 2024.

City of Salida

Dan Shore, Mayor

ATTEST:

City Clerk/Deputy City Clerk



- [illegible]

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 OF THE CITY OF CHICAGO. THE CONTRACTOR SHALL BE RESPONSIBLE AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY PIPES AND STRUCTURES DRAWING. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS.


THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE JOB SITE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY AND THE PROTECTION OF ALL EXISTING UTILITIES, STRUCTURES, AND ADJACENT PROPERTIES, AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF CHICAGO, ITS OFFICIALS, AGENTS, AND EMPLOYEES 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 CITY OF CHICAGO.

PREPARED FOR:
BIKER BAKER HOLDINGS, LLC
129 W SACKETT AVE, UNIT C
SALIDA, CO 81201
PHONE: 303-903-4620

PREPARED UNDER THE DIRECTION OF: _____
DATE _____

WILLIAM B. HUSSEY	CRABTREE GROUP, INC
L.C.E. NO. 56989	EXP. DATE 10/31/23

PREPARED BY:

 **CRABTREE GROUP INC.**
ENGINEERING SMART GROWTH™

325 D STREET
SALIDA, CO 81201
PH: 719-539-1675

918 CUYAMA ROAD
OJAI, CA 93023
PH: 719-221-1799

SEAL

[illegible]

CITY OF SALIDA

DESIGNED BY BH	APPROVED BY:
DRAWN BY BH, RP	
CHECKED BY BH	AGENCY HEAD DATE
SCALE 1"=20'	BENCHMARK: A 1-1/2" ALUMINUM CAP STAMPED "LS 37937" ON THE NORTH-EAST CORNER OF THE SUBJECT PROPERTY WITH AN ELEVATION OF 2009.65'
DATE SEP. 2023	

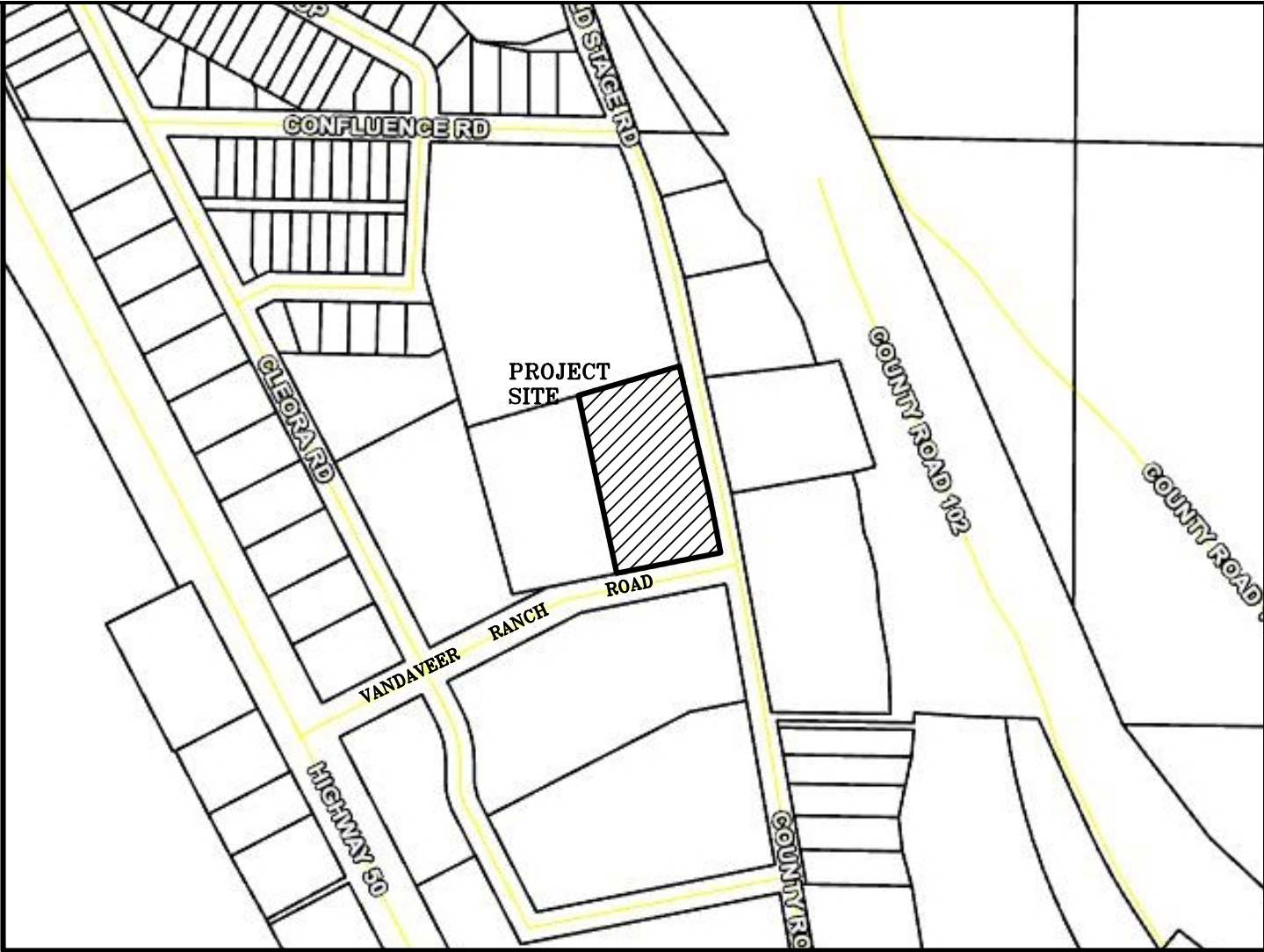
THE FLOUR MILL
SALIDA, CO

PD PLAN

PLAN

SHEET NO.
2
OF **2** SHTS
PROJECT NO.
22020

EXHIBIT B

VICINITY MAP
NOT TO SCALE

CERTIFICATION OF TITLE

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

DATED THIS ____ DAY OF _____, 20__.

TITLE AGENT

ACKNOWLEDGMENT OF LIEN HOLDER

HIGH COUNTRY BANK, AS LIEN HOLDER, HEREBY ACKNOWLEDGES AND APPROVES THE TERMS, CONDITIONS AND DEDICATION AS DISCLOSED UPON THIS PLAT.

[illegible]

THE FORGOING ACKNOWLEDGMENT OF LIEN HOLDER WAS ACKNOWLEDGED BEFORE ME
THIS ____ DAY OF _____, 20__, BY _____. WITNESS MY HAND AND
SEAL.

MY COMMISSION EXPIRES _____.

NOTARY PUBLIC

GENERAL NOTES

(1) BASIS OF BEARING FOR THIS SURVEY IS GRID NORTH ON COLORADO STATE PLANE COORDINATE SYSTEM CENTRAL ZONE, BASED ON G.P.S. OBSERVATIONS ALONG THE NORTHERN RIGHT-OF-WAY OF VANDAVEAVER RANCH ROAD BETWEEN A 1½" ALUMINUM CAP STAMPED "LS 37937" AND A 1½" ALUMINUM CAP STAMPED "LS 16117" HAVING A BEARING OF NORTH 78°47'57" EAST.

(2) THIS SURVEY WAS PERFORMED IN CONJUNCTION WITH WESTCOR LAND TITLE INSURANCE COMPANY (CENTRAL COLORADO TITLE AND ESCROW), COMMITMENT NO. 22-20579, DATED AUGUST 15, 2022.

(3) ZONE: P.D.

(4) FEES-IN-LIEU FOR OPEN SPACE AND FOR FAIR CONTRIBUTIONS TO SCHOOLS SHALL BE REQUIRED PRIOR TO CERTIFICATE OF OCCUPANCY FOR ALL UNITS.

(5) THE SUBDIVISION HAS COMPLIED WITH CHAPTER 16 OF THE SALIDA MUNICIPAL CODE AND IS SUBJECT TO THE TERMS OF THE EXECUTED SUBDIVISION IMPROVEMENT AND INCLUSIONARY HOUSING AGREEMENT, AS RECORDED AT RECEPTION NO. _____.

(6) UNDERGROUND UTILITIES SHOWN AS MARKED ON THE SURFACE BY UTILITY NOTIFICATION CENTER OF COLORADO AND OTHERS, LANDMARK SURVEYING AND MAPPING ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF ANY UNDERGROUND UTILITIES DEPICTED HEREON.

CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL PERSONS BY THESE PRESENTS THAT BIKER BAKER HOLDINGS, LLC, THE FEE OWNER OF THE FOLLOWING DESCRIBED PROPERTY:

LOT 3
TRIPLE T RANCH MINOR SUBDIVISION
PER PLAT RECORDED NOVEMBER 30, 2015 AS RECEPTION NO. 423912
CHAFFEE COUNTY, COLORADO

HAS LAID-OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS AND EASEMENTS, AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF:

THE FLOUR MILL

THE UNDERSIGNED HEREBY DEDICATE TO THE PUBLIC UTILITIES THE RIGHT TO INSTALL, MAINTAIN AND OPERATE MAINS, TRANSMISSION LINES, SERVICE LINES AND APPURTENANCES TO PROVIDE SUCH UTILITY SERVICE WITHIN SAID SUBDIVISION OR PROPERTY CONTIGUOUS THERETO, UNDER, ALONG AND ACROSS UTILITY EASEMENTS AS SHOWN ON SAID PLAT.

IN WITNESS WHEREOF THE UNDERSIGNED HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS ____ DAY
OF _____ 20__

BY: _____ (BIKER BAKER HOLDINGS, LLC REPRESENTATIVE)

COUNTY OF CHAFFEE)
) ss.
STATE OF COLORADO)

THE FORGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____ 20__, BY _____
(BIKER BAKER HOLDINGS, LLC REPRESENTATIVE). WITNESS MY HAND AND SEAL.

MY COMMISSION EXPIRES _____.

NOTARY PUBLIC

CITY COUNCIL APPROVAL

THIS PLAT IS APPROVED FOR FILING AND THE CITY HEREBY ACCEPTS THE DEDICATION OF THE EASEMENTS SHOWN HEREON.

SIGNED THIS _____ DAY OF _____, 202_.
CITY OF SALIDA

BY: _____
MAYOR

CLERK AND RECORDER'S CERTIFICATE

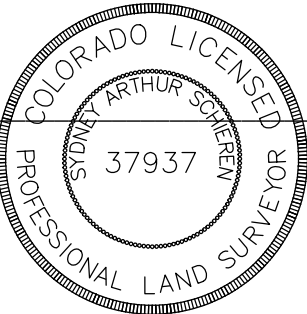
THIS PLAT WAS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF CHAFFEE COUNTY, COLORADO, AT _____ .M.
ON THIS _____ DAY OF _____, 20____ UNDER RECEPTION NUMBER _____.

CHAFFEE COUNTY CLERK AND RECORDER

LAND SURVEYOR'S CERTIFICATE

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

SYDNEY A. SCHIEREN
COLORADO PLS. 37937



REVISED:

JOB # 22097

DATE: SEPTEMBER 11, 2023

SHEET 1 OF 2

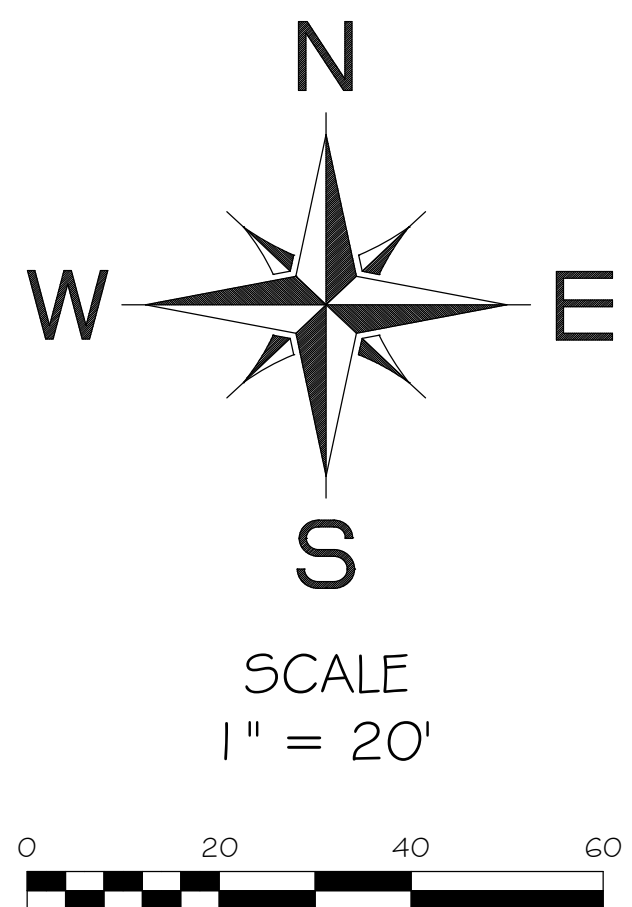
THE FLOUR MILL

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



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

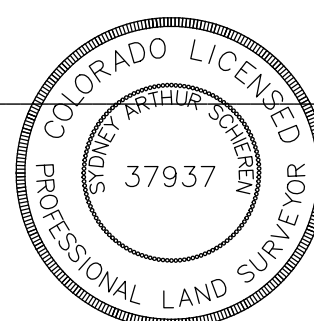
A MAJOR SUBDIVISION OF LOT 3
TRIPLE T RANCH MINOR SUBDIVISION
CITY OF SALIDA
CHAFFEE COUNTY, COLORADO



- # LAND SURVEYOR'S CERTIFICATE

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

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



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

THE FLOUR MILL

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



LANDMARK
SURVEYING & MAPPING

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

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



**PLANNING DEPARTMENT
PROJECT REVIEW TRANSMITTAL FORM**

ATTENTION: _____

DATE: September 25, 2023

- ☒ Salida Public Works
☒ **Salida Fire Chief**
☒ Salida Police Chief
☒ Salida Finance Department
☐ U.S. Postal Service
☐ U.S. Forest Service
☐ CO Dept. of Transportation
☒ City Consulting Engineer
☐ City Attorney
☒ Parks and Recreation Director

- ☒ Xcel Energy
☒ Atmos Energy
☒ Chaffee Co. Planning
☐ Army Corps of Engineers
☐ Division of Wildlife
☐ Town of Poncha Springs
☐ Chaffee Co. Building Official
☐ Historic Preservation Commission
☒ School District R-32-J
☐ Other:

APPLICANT: Biker Baker Holdings LLC (Rob Gartzman) PHONE: 303-903-4620EMAIL: rob@sweeties insalida.comPROPERTY LOCATION: 6907 C.R. 105

PROJECT DESCRIPTION: The owner submitted applications for Annexation, Zoning, Planned Development Overlay and Major Subdivision of the property located at 6907 C.R. 107

TENTATIVE MEETING DATES:

- | | |
|---------------------------------------------------------|-----------------------------|
| <input checked="" type="checkbox"/> Planning Commission | <u>10/23/23 @ 6:00 P.M.</u> |
| <input checked="" type="checkbox"/> City Council | <u>12/05/23 @ 6:00 P.M.</u> |
| <input type="checkbox"/> Board of Adjustment | <u>_____ @ _____ P.M.</u> |
| <input type="checkbox"/> Board of Appeals | <u>_____ @ _____ P.M.</u> |

TRANSMITTAL INCLUDES:

- ☒ Application Form/Cover Letter
☐ Vicinity Map
☒ Site Plan
☒ Plat
- ☐ Other: _____

NOTE: A written response, even if only to advise that you have no concerns, is requested.

REPLY: NO CONCERNS AT THIS TIME.RESPONSE NEEDED BY: October 12, 2023

RECEIVED: _____

PLANNING STAFF: Kristi Jefferson

From: [Diesel Post](#)
To: [Kristi Jefferson](#); [Doug Bess](#); [Kathy Rohrich](#); rjohnson@salidapolice.com
Subject: Re: 6907 C.R. 105 - Flour Mill Annex, Zoning, PD & Sub - Agency review
Date: Monday, September 25, 2023 9:17:41 AM
Attachments: [image001.png](#)

Thanks for sharing. I do not see any mention of open space or fee-in-lieu. I know that Rob mention to the planning commission that Confluent park was so close and that that would the park that this neighborhood would use, use he will still nee fee-in-lie and probably some trail connections.



Mike 'Diesel' Post

Director, Parks and Recreation

diesel.post@cityofsalida.com
P: 719-539-4555 | C: 719-966-9378
448 E First Street, Suite 112, Salida, CO 81201
cityofsalida.com

From: Kristi Jefferson <kristi.jefferson@cityofsalida.com>
Sent: Monday, September 25, 2023 8:53 AM
To: Doug Bess <doug.bess@cityofsalida.com>; Kathy Rohrich <kathy.rohrich@cityofsalida.com>; rjohnson@salidapolice.com <rjohnson@salidapolice.com>; Diesel Post <diesel.post@cityofsalida.com>
Subject: 6907 C.R. 105 - Flour Mill Annex, Zoning, PD & Sub - Agency review

Attached is the agency review for Rob Gartzman's annexation, zoning, Planned Development and Subdivision applications. Please let me know if you have any questions.

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



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

From: [Russ Johnson](#)
To: [Kristi Jefferson](#); [Doug Bess](#); [Kathy Rohrich](#); [Diesel Post](#)
Subject: RE: 6907 C.R. 105 - Flour Mill Annex, Zoning, PD & Sub - Agency review
Date: Monday, September 25, 2023 2:33:35 PM
Attachments: [image001.png](#)

Nothing from PD at this time.

From: Kristi Jefferson <kristi.jefferson@cityofsalida.com>
Sent: Monday, September 25, 2023 8:54 AM
To: Doug Bess <doug.bess@cityofsalida.com>; Kathy Rohrich <kathy.rohrich@cityofsalida.com>; Russ Johnson <rjohnson@salidapolice.com>; Diesel Post <diesel.post@cityofsalida.com>
Subject: 6907 C.R. 105 - Flour Mill Annex, Zoning, PD & Sub - Agency review

Attached is the agency review for Rob Gartzman's annexation, zoning, Planned Development and Subdivision applications. Please let me know if you have any questions.

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



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

From: [Blackburn, David](#)
To: [Kristi Jefferson](#)
Subject: Re: FW: 6907 C.R. 105 - Flour Mill Annex, Zoning, PD & Sub - Agency review
Date: Friday, September 29, 2023 1:26:21 PM
Attachments: [image001.png](#)
[image001.png](#)

We will accept fees in lieu of land. Thank you.

Respectfully,

Dr. D. Blackburn
Superintendent
719.530.5203
719-221-5915
salidaschools.com

On Mon, Sep 25, 2023 at 11:30 AM Kristi Jefferson <kristi.jefferson@cityofsalida.com> wrote:

Attached is the agency review for Rob Gartzman's Annexation, Zoning, Planned Development and Subdivision applications for his property at 6907 C.R. 105. Please let me know if you have any questions.

Kristi Jefferson

Senior Planner

City of Salida

448 E. First Street

Suite 112

Salida, CO 81201

(719) 530-2626



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

From: [Renee Thonhoff](#)
To: [Kristi Jefferson](#)
Subject: Re: 6907 C.R. 105 - Flour Mill Annex, Zoning, PD & Sub - Agency review
Date: Monday, September 25, 2023 10:55:55 AM
Attachments: [image001.png](#)
[Outlook-2efhggrn](#)

The property located at 6907 C.R. 105 currently has one water and one sewer tap. Upon development system development fees will need to be paid.

Thank you,
 Renee



Renee Thonhoff
 Staff Accountant, Finance Department

renee.thonhoff@cityofsalida.com
 P: 719-539-4555 | C: 719-539-5271
 448 E First Street, Suite 112, Salida, CO 81201
cityofsalida.com

<!--[if !vml]-->

<!--[endif]-->

Easy ways to pay your utility bill: auto pay with a checking account, phone or text payments 833.892.0176, or to pay online please register your utility account at <https://www.municipalonlinepayments.com/salidaco> or download our iOS or Android app MyCivic Utilities where you can now set up auto pay.

From: Kristi Jefferson <kristi.jefferson@cityofsalida.com>
Sent: Monday, September 25, 2023 8:54 AM
To: Renee Thonhoff <renee.thonhoff@cityofsalida.com>
Subject: FW: 6907 C.R. 105 - Flour Mill Annex, Zoning, PD & Sub - Agency review

Attached is the agency review for Rob Gartzman's annexation, zoning, Planned Development and Subdivision applications. Please let me know if you have any questions.

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



Sender and receiver should be mindful that all my incoming and outgoing emails may be subject to



Right of Way & Permits
 1123 West 3rd Avenue
 Denver, Colorado 80223
 Telephone: **303.571.3306**
 Facsimile: 303.571.3284
 Donna.L.George@xcelenergy.com

October 2, 2023

City of Salida
 448 East First Street, Suite 112
 Salida, CO 81201

Attn: Kristi Jefferson

Re: The Flour Mill

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the plans for **The Flour Mill** Annexation and Zoning. Please be advised that Public Service Company has existing overhead and underground electric distribution facilities within the areas indicated in this proposed rezone. Public Service Company has no objection to this proposed rezone, contingent upon Public Service Company of Colorado's ability to maintain all existing rights and this amendment should not hinder our ability for future expansion, including all present and any future accommodations for natural gas transmission and electric transmission related facilities.

The City of Salida must send us notification after approval of the proposed annexation has been finalized. This notification should be sent to dlAnnexationNotifications@xcelenergy.com. This will allow our mapping department to make the necessary updates to our mapping system.

PSCo requests that the following language or plat note is placed on the preliminary and final plats for the subdivision:

Utility easements are dedicated to the City of Salida for the benefit of the applicable utility providers for the installation, maintenance, and replacement of electric, gas, television, cable, and telecommunications facilities (Dry Utilities). Utility easements shall also be granted within any access easements and private streets in the subdivision. Permanent structures, improvements, objects, buildings, wells, water meters and other objects that may interfere with the utility facilities or use thereof (Interfering Objects) shall not be permitted within said utility easements and the utility providers, as grantees, may remove any Interfering Objects at no cost to such grantees, including, without limitation, vegetation. Public Service Company of Colorado (PSCo) and its successors reserve the right to require additional easements and to require the property owner to grant PSCo an easement on its standard form.

The property owner/developer/contractor must complete the application process for any new electric service, or modification to existing facilities including relocation and/or removal via

xcelenergy.com/InstallAndConnect. It is then the responsibility of the developer to contact the Designer assigned to the project for approval of design details. This includes discussions regarding transformer location(s) and issues with the parking lot.

Additional easements may need to be acquired by separate document for new facilities – be sure to contact the Designer and request that they connect with a Right-of-Way and Permits Agent in this event.

As a safety precaution, PSCo would like to remind the developer to contact Colorado 811 for utility locates prior to construction.

Donna George
Right of Way and Permits
Public Service Company of Colorado dba Xcel Energy
Office: 303-571-3306 – Email: Donna.L.George@xcelenergy.com

September 11, 2023

RE: 6907 County Road 105

To: Members of the Salida Planning Commission and City Council:

I am writing to express my opposition to the Gartzman proposal at 6907 CR 105.

I neighbor this project immediately to the North. My land has been developed around on all sides, and while these changes are personally unappealing to me, I have offered my support to each of these developments to the degree that they make sense and meet the needs of our community. I do not approach this process from a “Not in my backyard” mentality, I hope that council can recognize my interest in creating a community that works for everyone. For a town to have character, characters must have a place to live.

My objection to the Gartzman project has several aspects.

First, I am concerned about the process the city is following as they mingle a future land use map, with their examination of this project in particular. Choosing to have these two processes proceed in parallel, and indeed even at the same meeting, creates an appearance that this project is not being held to the standards that have been agreed upon and are in place at the time of the proposal, but rather to a more favorable future land use designation that was not in place when this proposal was made.

Furthermore, placing requirements for future development density into a Future Land Use Map misses the public involvement that would have been required for a revision to land use code. This approach sidesteps the process that should be a part of shaping our community in the near and distant future.

Second, while I recognize that the August 14 joint City Council and Planning Commission work session was not required to be notified to adjacent landowners, having that meeting without involving neighbors does not create an atmosphere of trust among those who will be so heavily impacted by the outcome, nor does it allow the City to get the feedback of people who are already living in this area.

Regarding the details of the proposed development specifically, while I understand that the Gartzmans are seeking a Planned Development Overlay, residents of the City and County have a right to expect development to happen within the boundaries of existing land use code. Doing “spot zoning” where new rules are made for every development is unfair to neighbors who have a right to know what they might have to live next to, unfair to other developers who may be treated differently, and unfair to the citizens and staff who worked on developing a land use code in the first place.

As proposed, this project asks for a variance on essentially every important aspect of code: density, height, lot size, lot frontage, height, setback, coverage, and green space to name a few. What are the rules for, if not this situation? Creativity to allow development to fit a particular site is one thing, this is another. These requests are unreasonable and I do not support any variance in any of these areas. R-3 high density zoning is what was requested at the time of annexation and the development should proceed within the confines of that code. 41 units on 2 acres is very high density compared to almost everywhere else in our city, a request for 69 should not even get a reading.

Furthermore, as proposed, this project puts a three-story high density apartment complex within 20 feet of my historic ranch homestead. At a personal level, it means I would lose my ability to see the mountains to the South of my home and upper story residents could see into my home, but at a communal level, this ruins the pastoral flavor that most residents and visitors love. Nearly every day, I watch people taking pictures of the historic structures on my property with mountains in the background, now they would be taking a picture of someone's deck. On one hand, we all recognize the importance of attainable housing as our community grows, but on the other, are we willing to sacrifice the historic and natural qualities we love to accomplish that? I would argue for a middle path, this proposal is an extreme one.

If developed as proposed, Vandaveer Road would have three of the highest density projects in the County immediately adjacent to each other. This will create a myriad of issues, from practical ones like parking (already a problem due to the variances allowed at the Magpie) and traffic on CR 105, to the communal, like overuse of parks and open space.

In addition, this proposal would further an issue where different economic classes in our community are effectively geographically segregated. We should be thinking about how people will live, work, and play together over decades to come, and I suspect a standalone district of high density will not age well. There should be more to city planning and creating community than placing development where the sewer is convenient to access.

Finally, the extent to which this proposal does not conform to code must not be used as a new standard of comparison. There is no midpoint between this unreasonable request, and the R-3 zoning the developer sought in annexation. What is proposed here is essentially creating a new zoning category on an ad-hoc basis without any public process, which is wrong on every level. The number and magnitude of variances sought are an attempt to end run around the zoning and codes we have in place, and even a revised proposal that lessens the degree of variance does not address that concern. I'm sure this process will continue with updated versions of the plan, the question that must be asked at each step is how this version relates to R-3 zoning, not how it relates to the previous version.

I would welcome a meeting where those of us who neighbor this proposed development could meet directly with the developer and the City, to learn the facts about this project and have a chance to make direct comments and look for common ground.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ned Suesse', with a long horizontal flourish extending to the right.

Ned Suesse
6953 CR 105
Salida, CO 81201
ned@nedsuesse.com

Date: October 16, 2023

To: Members of the Salida Planning Commission and the Salida City Council

From: Paige Judd

Re: The Flour Mill Planned Development

As a neighbor of the Flour Mill project, I have some concerns about the project. My husband Joe and I own The Magpie Apartments at 6906 Vandaveer Ranch Road. We share a property line along the west edge of the Flour Mill property.

The Magpie property is zoned R-3 and meets the dimensional standards for this zoning. We met the 10' side setbacks and the 15' setbacks. Our 32 apartments rent between 70% and 73% AMI. We have created a nice, comfortable home for 48 people who live and work in Salida. There are aspects of the Flour Mill project that will impact the residents of The Magpie which I want to discuss.

I will not be able to attend the October 23 meeting, so I am sending you my comments. Please feel free to reach out if you have any questions.

Here are my concerns.

Density

The developer is asking for a project density of 1263 square feet per dwelling, and the standard for R3 is 2100 square feet per dwelling. The 2 acre property could hold 41 dwellings by right, so 69 units is well over 50% more dense than R-3 allows. This is a HUGE increase in density over the standard, and will impact the neighbors in many ways. This increased density naturally leads to every other deviation from the standards that follow: maximum lot coverage, setbacks, building height, and parking. This project is on the very fringe of town and does not match the neighboring properties, which are much less dense.

Setbacks

The developer is asking for a 10' rear setback for lots 11, 12, and 13. These buildings are going to be built along my property line. The code calls for a 20' rear setback, and the developers are also asking for a height variance on these lots. The combination of a smaller setback and a height variance will definitely impact our tenants who live along that property line in a negative fashion. I strongly request that these buildings are held to a 20' rear setback, as is the standard for R-3. If you decide to allow them to build a 38'

tall building 10' from my property line, I request that the developers build an attractive 6' privacy fence to give my tenants at least a modicum of privacy. I can live with the 38' if the buildings are 20' from my property line.

Parking

At The Magpie we have a lot of couples choosing to live in 1 bedroom apartments which is unexpectedly higher than our other projects. We do not have enough parking, and we have many tenants who park on Vandaveer Ranch Road. We have an average of 1.375 cars per one bedroom apartment, and 1.4375 cars per two bedroom apartment (averaging 1.4 cars per dwelling). Assuming a similar mix for The Flour Mill project, the 69 dwelling units will require about 97 parking spaces, and they are providing 76. This means that there may be up to 21 cars parking along Vandaveer Ranch Road and County Road 105. That is a lot of cars to be parking along rural roads, and I am only bringing it up so you can anticipate what that might look like.

It is not legal for landlords to select a one person household over an equally qualified two person household based solely on the number of people in the household. When I spoke with the developer about this, he indicated that it may be possible for deed restricted projects to put a limit on the number of people who live in an apartment or condo if it is written into the deed restriction at the beginning. I suggest that this option be pursued for the safety of those who park (and drive) on rural roads that are not designed for on street parking.

Joe and I have been supporters of making it easier to build affordable housing in Salida for many years. We have followed the rules of our properties' zoning and designed our 3 apartment complexes to fit in with the homes that neighbor our projects. We have done this and provide 70 apartment rentals that rent between 63 and 83 percent of AMI.

I understand that when a developer undertakes a Planned Development they can ask for adjustments to the Dimensional Standards for their particular zoning. This project is asking for many exceptions to the standards, and I feel that many of these are going to negatively impact our tenants.

I invite you to take a trip to 6906 Vandaveer Ranch Road. The property line we share with The Flour Mill project is clearly marked with straw bundles that were put in place during construction to control runoff. Step off 10', and look up 38' and think about how you would feel if this was your home. Those buildings are too close, and too tall.

I support this project in many ways. If the buildings on lots 11, 12 and 13 are 20' from

my property line, I can live with the rest. If they are allowed to build 38' tall buildings 10' from my property line, I will be very disappointed in the process and the outcome.

Thanks for listening.

Paige Judd
834 Crestone Ave
Salida, CO 81201
paigeer@gmail.com
719-539-5651
salidaapartments.com

From: [Simonne L](#)
To: [Kristi Jefferson](#)
Cc: [Bill Almquist](#)
Subject: Flour Mill Project
Date: Friday, November 17, 2023 1:34:53 PM

Some people who received this message don't often get email from sssl444@gmail.com. [Learn why this is important](#)

Good Day,

I am enclosing a letter that I would ask you to share with the Salida City Council members as well as anyone involved in decision making for the Flour Mill Project. Many thanks!
 Simonne

Thank you for your time and consideration of the Flour Mill project on County Rd 105. The careful consideration of this project is so important in many ways as once action is taken, there is no turning back.

First and foremost, there's the ever present problem of insufficient affordable housing which has been an issue nationwide for decades and even more so now. The combination of seasonal employment and minimum wage jobs coupled with higher rents caused by the housing shortage has resulted in an untenable situation. Many are eking out an existence by spending more than half of their incomes on rent, or the more dangerous alternative of living out of their cars. This is certainly no way to live and communities must come together as a whole to address this issue. There is no single solution for this problem.

The existing market of high priced properties, exorbitant building costs and higher interest rates has made the contemplation of building a precarious one. Rob Gartzman's purchase of a 2 acre parcel on County Rd 105 for \$800k for the purpose of alleviating the affordable housing issue is both altruistic and unrealistic. Rob should be applauded for his efforts to locate an affordable property to build his complex. There are few who would go to the lengths he has to help others. Due to the unavailability of land for sale, Rob settled on this 2 acre property (from his accounting) for the exorbitant price of \$800k due to its proximity to the scenic Arkansas river. The price of the land coupled with high interest rates, and building costs being at an all time high have made the Flour Mill project a precarious financial gamble. As a result, Rob has requested many variances including vastly increasing the number of housing units to compensate.

Unfortunately, the variances to existing codes are extensive and far exceed city R3 allowances. This is problematic in various ways. Not only does this level of density foment higher crimes rates, it sets a precedent for further building projects of this type which leads to large scale overcrowding. When allowances of this scale are made once, it's opens a door that is not so easily closed. Please consider the Magpie subdivision next door where the builders followed city codes yet

still have parking shortages where the overflow narrows Vandever road making driving through difficult on a daily basis. Then compare that to the proposed excessive variances requested by the Flour Mill and you can imagine the problems that would arise. Also, the large increase in traffic would be problematic for the one and a half lane bridge that crosses the Little Arkansas on CR 105.

The final straw on the proverbial back of this project is the fact that it truly does not provide “affordable housing” for the community. The lowest rental presented by the Flour Mill project was a 471sqft studio apartment for \$1,600/mo. The majority of rentals that appear in the market fall well below this amount for a studio.

Also, in order for a person to be able to afford this rent, they would need to earn over \$60,000/yr.

Please see the guide below from apartmentalist.com

How Much Rent Can I Afford On My Salary?

Need a quick and easy look into how much rent you can afford? Here's an idea of the ideal rent for

various salaries, based on the 30% rule.

- On a \$30,000 a year salary, your ideal rent price is \$750.
- On a \$40,000 a year salary, your ideal rent price is \$1,000.
- On a \$50,000 a year salary, your ideal rent price is \$1,250
- On a \$75,000 a year salary, your ideal rent price is \$1,875
- On a \$100,000 a year salary, your ideal rent price is \$2,500

As mentioned before, the 30% rule should act as a rule of thumb.

Very few seasonal or minimum wage earners would be able to afford the smallest of units at the Flour Mill.

Unfortunately for Mr. Gartzman, it appears he has fallen upon a perfect storm of events with the combination of high property prices, high interest rates and exorbitant building costs. I sympathize with Mr Gartzman who is trying to do well by the community, but it's just not possible to accomplish that goal within the current circumstances.

With these facts mind, it would be a travesty to approve a 60% increase in density for a rural area that was just approved for a sufficiently high R3 density and is slated for further development nearby.

Also, setting a precedent of allowing this magnitude of variances would be detrimental to the community as a whole in the future.

With these concerns in mind, I implore you to please deny the current variances requested for the Flour Mill subdivision and require that they stay within the R3 code requirements.

Thank you again for your time and consideration,

Simonne-L Laylin

DATE: 11-17-2023

TO: SALIDA PLANNING COMMISSION, SALIDA CITY COUNCIL, SALIDA PLANNING AND ZONING DEPARTMENT

FROM: Steve Shuey

RE: FLOUR MILL SUBDIVISION APPLICATION

I am writing this letter to voice my concerns and objections to the Flour Mill Development project.

The Planning Department's October 23rd finding of "no adverse effect" and the commission's unanimous decisions on the annexation and R3 zoning recommendation made it clear that no one is considering this project from the viewpoint of the County Road 105 residents, or for that matter, the viewpoint of any residents of rural Chaffee county that will be affected by the precedent set if this application is approved. Had it not been for the exorbitant number of requested deviances, resulting in an extreme density well above that allowed by R3 zoning, I believe this application would have breezed through the commission. Commissioners justified the rezoning by referring to this area as the municipal services area and commenting that R3 is reasonable given what's already around this parcel. It seems the planning commission is forgetting that four adjoining neighbors, constituting 50 percent of this parcel's boundaries are rural residential properties each larger than 1.5 acres, most with single family residences. This lot is not Salida's municipal services area. It's a rural residential area. I can assure you that there are adverse effects to the long-standing residents of County Road 105, and there will be future adverse effects to the flour mill residents, it's neighbors and those affected because of future projects like this that use the Flour mill as their precedent.

The commissioners expressed understanding that loss is hard, even if it's just loss of a view. My parents, Willis and Janene Shuey made many sacrifices and worked hard for many years to acquire their dream property. That dream property at 6922 County Road 105 is 1.7 acres with a long riverfront, a river view and a beautiful view of the collegiate peaks. Dad worked many double shifts as a mechanic at the Climax Mine and did mechanic work on the side to make ends meet. Mom worked in the school district full time as well as keeping up with the family and home applying much of their savings into this property. If you make the decision to approve the Flour Mill project, remember its not "just a view" my parents are losing. Its part of a lifelong dream for which they sacrificed and worked very hard.

The Flour Mill proposal appears to be an altruistic, but single-minded and short-sighted idea driven by the acknowledged need and pressure to provide low income housing for the workers of Salida.

This project disregards not only the rural residential character of the lots on which it is proposed, but also the restrictions specified by proposed R3 zoning. Based upon the meetings so far, it appears that the City of Salida is pushing hard for affordable housing to the point where its willing to annex rural county property, change zoning from rural residential to high

density and entertain numerous deviations to those code restrictions to allow even higher densities within, and immediately adjacent to, a rural residential community. Magpie managed to create affordable housing without blatantly destroying the character of the neighborhood. The Flour Mill is the polar opposite and should not be forced through just because the developer chose to pay too much for this parcel and the economics don't make it feasible without extreme deviations to a high-density zoning code that is in itself inappropriate for this parcel. If the City of Salida truly wishes to create affordable housing, why not donate or discount city owned property in the municipal services area near Highway 50 for this project? Why force this on the backs of County Road 105 residents who have already had to endure a change to R3 zoning?

Historically, humans do not thrive in high density situations. Additionally, high density, low income housing does not age well and has increased crime, especially domestic. Please do not vote to create 'the projects' of Salida. Instead, find a more appropriate location with enough acreage that the affordable housing can be built in a fashion where it is healthy and safe for its residents and neighbors. Subsidize the project Salida is so keen to push instead of forcing a small rural community to bear the burden of city ideals. Take a really close and realistic look at what approval of this application will look like a few years down the road. Compare that to what it will look like if done correctly, in the right location. Is this really what Salida wants, just to create a human warehouse of studios that really are not affordable for the local workers? I think not.

RE: 6907 County Road 105

To: Members of the Salida Planning Commission:

I am writing a follow up to my letter of September 11 to address new information that has emerged since the last planning and zoning meeting.

I'd like to express my gratitude to this Commission, and to the developer, and to my neighbors, for continuing a civil and respectful process in which we all wrestle with some difficult questions about the character and future of our town. Throughout the process, all parties have been able to see the point of view of those with whom they disagree and I very much appreciate living in a town with that civil and inclusive attitude.

I remain in opposition to the Flour Mill project. The points I made in my initial letter stand, however there are a few new points of information I want to add to the record.

First, the initial Planning meeting was the first time I saw the 3D renderings of the Flour Mill project. My home, and the Magpie apartments were not shown in relation to the new buildings which seems misleading. City code regarding PDO includes the language *"In no case shall a building exceed the maximum height requirement if the deviation shall result in: a. Adverse visual impacts on adjacent sites"*. I find it hard to believe anyone could say this proposed development, with both modified height and setback, would not have an adverse visual impact on my property and the Magpie apartments, not to mention other neighbors further away.

On this basis alone, I believe that council should vote against the PD proposal as it stands, as *"In no case"* doesn't leave room for interpretation.

Second, in the meeting on October 23, the developer was adamant that there was no possibility of affordable housing at any lower density than proposed. I wanted to understand this claim better, so I did a little research.

The Magpie, Salida Ridge, and Confluent apartments were all built during or after Covid, with the attendant rise in price for both materials and labor. Each of these developments had to endure the costs of building in the Salida market with at least the same material prices that exist today. These apartments all fall more or less in line with our land use code, and the rent they charge is lower than what is proposed for this development. These points of fact call into question whether 169% density is truly necessary to achieve inclusionary housing, or whether experienced developers can work within the rules to achieve inclusionary housing.

Along these financial lines, the neighbors and I spoke with the developer on Friday, the 10th of November, and in that call he mentioned willingness to look at fewer units, with a proposal for 60 units (still more than 41). He also revealed the budget for his project, which implies a cost per square foot in the \$300 range. I checked this with several commercial builders and they all felt this was a generous estimate for a project of this type, where there are many efficiencies of

scale relative to single family construction. The deed restricted for sale units will be sold for more than \$500 per square foot. Each deviation that is being requested amounts to a subsidy from the community to the developer, in the form of spreading the cost of land and improvements across more units. The cost of this subsidy, in the form of quality of life, views, safety on the street, and diminished value of our homes, is disproportionately carried by myself and my neighbors. The developer is offering something that the community feels is valuable, and we agree, but we are not willing to carry this burden alone, nor should we be asked to.

We are all focused on the acute need for inclusionary housing right now, but we must not forget that when a project is allowed to go forward, it creates a precedent for what others will be able to do in the future. If this project proceeds so far out of bounds with density, height, setback, and more, I believe we are inviting those deviations again in the future as they will always make development more profitable. It will be hard for the city to say yes only once.

Our community needs to have a conversation about these questions that goes beyond what can happen in 2 or 3 meetings for a proposed development. These are strategic questions about the the long term feel of our community, not tactical ones about a single 2 acre parcel.

I saw the PZ board wrestling with the implications of these deviations at the last meeting, and I think the only reasonable response today is to recommend against this application in current form, and request the developer return with a proposal in line with land use code. Voting to approve this PD application is using a transactional approach to solving a systemic problem, and while I understand that both the developer, and anyone on staff or council that supports the application is doing so with good intention, there's an old saying about where that road leads.

Approving this application as it stands would lead to a fundamental change in the character of our town.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ned Suesse', with a stylized, flowing script.

Ned Suesse
6953 CR 105
Salida, CO 81201
ned@nedsuesse.com

December 18, 2023

Re: Flour Mill Development Planned Development Overlay

To: Members of City Council

I am writing to object to the Flour Mill Planned Development Overlay ordinance that is before city council this holiday season.

Seven years ago, I moved to Salida full time. I moved my business here, created good paying jobs, built a facility to serve my business, and bought real estate specifically to create affordable housing. The units I own downtown all rent in the 50-60% range, because for a town to have character, characters have to have a place to live. I'm aware that I could charge higher rent, I choose not to as a way to invest in the community.

From this position, I have been concerned about our housing costs and ability to support residents of all incomes for many years. These concerns led me to begin exploring ways to develop my land on County Road 105 that could be beneficial to those who work in our community, and what that exploration revealed gives me respect for the difficult task that the developer is taking on. I felt, and still feel, the best approach to this problem is to carefully and slowly find ways to support affordable housing that enhance the character of our community, not trample it.

This exploration of housing also led me to write letters in support of each of the neighboring developments around me. I want to be part of a community, not a resort town, and diverse housing is one of the big factors that make this difference. I treasure the relationships we form together, and I hope that as we grow as a community we improve, not diminish, our connectedness.

Those projects that I have supported all found ways to make more affordable housing, with fewer deviations and impacts than the proposal in front of you now, and also with more consideration of community spaces. For that reason, I stand in opposition to the Flour Mill Planned Development. This is not a question about 2 acres of land on the border of town, the requests for deviations from our agreed to norms makes it a question about the future character of our town. While I respect the pressure that council feels to deal with affordable housing, I believe making such a major exception to our rules will create more long term problems than the short term benefit could justify.

My objection to the project has several different aspects. First, the City's land use code is clear on two points that have never been addressed and are not satisfied by this plan.

Salida Municipal code reads *"When an area that is already zoned is approved for a PD overlay, the underlying zone district's regulations shall remain intact."* R-3 zoning would allow for 41 units, the proposed, but not yet adopted, land use code would allow for 45. In my view, the

request for 69 units is not merely a deviation, it is a new definition. Planned Development Overlays (PD) are intended to allow a site to be used more creatively by a developer, not as a tool to make completely new zoning. In total, there are 11 deviations requested, but density is the one that matters most as a driver of the other 10.

Further, Municipal code reads *“In no case shall a building exceed the maximum height requirement if the deviation shall result in: a. Adverse visual impacts on adjacent sites”*. This PD requests a maximum height deviation (as well as a setback deviation, which makes the height request even more impactful) and I find it undeniable that there will be an adverse visual impact on both the Magpie Apartments and my home. Can city council speak to how they interpret this statement in our code?

Stepping back a bit from municipal code, and zooming out to a larger view, there are yet more long term problems. The proposed development meets the reduced parking requirement for affordable and attainable units. However, the Magpie development next door has already shown that this ratio is not workable so far from the city center. Every night, residents at the Magpie park 10 or more vehicles on Vandaveer road (adjacent to, and along the street frontage for this project) and the extreme density that is contemplated here will exacerbate that problem. If the ratio of vehicles to units is similar to the Magpie, and the ratio of large vehicles (that don't fit in the spots provided) also remains similar, I predict there will be 20-30 vehicles that have no home on any given night, plus the 10 from the Magpie. How does the city propose to handle this foreseeable problem? We cannot simply wish this problem away- we have to make a plan for where people will park safely and without impinging their neighbors.

Further, most of the deed restricted units will be restricted to 100% AMI. These 471 square foot units could rent for up to \$1740 per month in today's market, or sell for \$500 sq/ft. Nearby developments offer more square footage for lower prices without deed restrictions. During the discussion with the Planning and Zoning Commission, the developer was generous about deed restriction but unwilling to negotiate density in exchange for restricting fewer units- that's because the deed restriction doesn't matter to their bottom line, but the density does. The city is contemplating giving the developer an incredible subsidy, but getting very little in return. The cost of this subsidy being proposed here is not born directly by the city- it is born by those who live in the immediate vicinity of the project. When Salida residents talk about the need for affordable housing, they don't have studio apartments for \$1740 in mind.

From the widest perspective and longest view, I'd like to ask a number of questions that I hope each council member can consider when making their vote.

Why have we spent such time and attention on a land use code, if a Planned Development Overlay is a wildcard that can render all of this work and collaboration irrelevant? Is this project a reasonable interpretation of the rules we put in place? How many deviations are too many? What public benefit is enough to justify a deviation, and how much more benefit is needed to justify eleven of them? Can residents rely on their representation to enforce the rules we have agreed to?

Once the standards for development have been stretched so far, does that become the new de-facto standard? Can the city say yes to such deviations only once? How would our town feel if developments like this are the new norm? Is it fair to ask a small group of neighbors to bear the cost of change alone, not only here but elsewhere in the future?

What will the South end of town feel like in 5 or 10 or 20 years, when the Vandaveer property has developed and almost all of the highest density projects in the city are at the Southern edge? Will it feel like a place that brings people into community together, or separates them from it? Given that this development offers no park or open space for community development, how will it come to feel in that time?

Neither I, nor any of my neighbors are blind to the issue of housing affordability, and what is at issue here cannot be construed as rich vs. poor or "Not In My Back Yard". This is a discussion of our shared goals for community and our vision for our town. This proposal is not supported by any vision document that I can find, and lies counter to most of them.

I understand that the developer has great intentions, that the City is looking for creative solutions to a difficult problem, and that the Flour Mill PD feels like an answer. However, stepping so far away from our code is a transactional solution to a systemic problem. In current form, the long term concerns that it creates outweigh the short term benefits that it might offer.

Sincerely,



Ned Suesse
6953 CR 105
Salida, CO 81201

12/18/2023

Salida City Council
Salida Planning and Zoning Commission

Re: Proposed Flour Mill Project

My parents have lived directly across County Road 105 from the proposed Flour Mill project for most of the past four decades in a modest house that, for them, has been a dream home. Now in their early 90s they continue to live there with the support of their children, friends and neighbors. They have watched in growing dismay as the Vandaveer Ranch was transformed from green pastureland into a dusty field of tumbleweeds when water rights were sold off, and more recently high density housing with inadequate parking, open space, and other features common to a healthy community. The sense of neighborhood and community that my parents have thrived in was protected by county zoning restrictions which allowed for healthy residential growth. The city, in keeping with the colonial mindset of the founders of this country, annexes land outside its borders in an effort to continue its unlimited growth. The Flour Mill project takes this harm to an extreme level, even beyond the city's own zoning restrictions. It does so without regard for the peoples already living in that neighborhood, and against their will. This diminishes the value of surrounding properties and constitutes a taking of property rights without compensation.

The developer has said that the project does not pencil out without far exceeding the city's density limits, and without charging rents for studio apartments that undermine the claim of "affordable housing", and requiring unprecedented exceptions to city code. This, in itself, demonstrates that the Flour Mill project is not tenable on this site. If the city is truly interested in creating housing that is actually livable and actually affordable, and fits within its own zoning requirements without manipulating the rules, perhaps it should locate a suitable parcel within its boundaries, of sufficient size and appropriate location, and provide that to the developer. And this time, to avoid hard feelings and unnecessary work for everyone involved, include the neighborhood itself in the planning process.

The overriding sense of security and well-being that constitutes a healthy community is what is at stake. When my father suffered from the effects of a stroke and more recently when my mother broke her hip, neighbors stepped up to provide friendship and material support. They checked in regularly with calls, visits, food and assistance. My parents have done the same for them over the years. They know each other's children, their work, their pets. They recognize their cars, and when they like to walk or bicycle on the road. When the provision of housing is reduced to simply the warehousing of human beings, community – and all that entails – suffers.

Please consider these deeper concerns of the loss of community, beyond the superficial details of building height, number of parking spaces, and other "variances", etc., as you choose a path forward. These distractions are mere symptoms that veil the cancer of growth at any cost.

Sincerely,
Curt Shuey

APPEAL TO THE CITY OF SALIDA

Page 1 of 2

We, the residents and owners of property on CR 105, Chaffee County, Colorado request the City of Salida to adhere to their own City Codes as it concerns the Flour Mill Subdivision:

1. Follow all current city codes.
2. Ensure there is adequate parking for residents and guests in this Flour Mill subdivision. Guarantee there is ample space for larger trucks and SUVs and please pledge there will be no parking on CR 105.
3. We request the City Ordinance requiring the "Dark Sky Ordinance" be adhered to.
4. CR 105 was a 'County Farm Road' and it is not equipped to handle more traffic. There are signs on Hwy 50 and CR 105 stating "No trucks or trailers are allowed on CR 105". Equipment coming for the Flour Mill Subdivision will need to find another means to get to the subdivision and not use CR 105. CR 105 is a residential road and should not be used by heavy equipment.
5. Access to and from the Flour Mill Subdivision should be by Vandevener Road as access on CR 105 could be dangerous due to the county residents' driveways on CR 105.

NAME	ADDRESS
DeKey	6400 CR 105 Salida CO 81201
Nancy Drenth	6508 CR 105
John Sll	6608 CR 105
Wanda Sll	6608 CR 105
John Blood	6894 CR 105 81201
Willie Shuey	7000 CR 105
Jarone Shuey	7000 CR 105
Nancy Clark	6894 C.R. 105
Kevin D. Meggen	6962 CR 105
Suzette Meggen	6962 CR 105
Mary Branson	7000 CR 105

APPEAL TO THE CITY OF SALIDA

Page 2 of 2

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NAME	ADDRESS
Hyle Stoddard	7020 CR 105 Salida, CO 81201
Stuart L. Hachman	7080 CR 105 Salida, CO 81201
Reggie Hachman	7030 CR 105 Salida, CO 81201
Monney Kay	6894 CO. Rd 105 #3 Salida, CO 81201
Jennifer Koch	6894 C.R. 105 Lot 1 Salida, CO. 81201
Hank D. Shoy	6894 CO. Rd 105 Lot #1 Salida CO 81201
* Robert Grey Veltrio	5405 E. Hwy 50, Salida, Co
* Ned Suesse	6953 CR 105, Salida, Co
* Permission To Sign by Above. Any questions, call me Had authority to sign their names.	

From: [T.W. Winston](#)
To: [Kristi Jefferson](#)
Subject: Affordable housing Flour Mill Development
Date: Friday, October 13, 2023 1:19:48 PM

You don't often get email from ribsnowiskey@gmail.com. [Learn why this is important](#)

Dear Planning Commission, City Council, the Mayor, and city staff,

I am reaching out today to show support for the Flour Mill Development. Workforce housing is essential to our community and local businesses and organizations. It has been a major topic of discussion for many years and is always at the forefront of every political conversation. The Flour Mill development is a great example of what we need in this community to help address our housing issues. We need more developments like this, and we need to find ways to help the

developers who are committed to affordability and our local workforce. This can be done by making their application process as easy as possible, helping to find solutions to the developments that benefit our community the most, and work to find ways to reduce their costs, so it can be more affordable for our community workforce.

Apart from Jane's Place, Salida has never been presented with a housing development that will

have 100% inclusionary housing pricing, and at least 50% deed restricted units. Despite some of

the drawbacks, this development is a perfect example of what we need in Salida, and we want to see it move forward to development and expect that our elected and appointed officials will help make that happen, as most of you ran on a platform that you were committed to affordable housing.

My wife and I own the High Side Bar and Grill. In the summer we have up to 45 employee's. In the winter around 28. If we do not address this problem, restaurants as well as other businesses will go away. Which means so will big chunks of sales tax which is vital for the city.

Thank you and Best regards,

T.W. aka Chief Winston

High Side Bar and Grill

9704810303



Chaffee County Public Health

448 East 1st Street · Suite 137 · Salida, CO · Phone 719-539-4510 · Fax 719-539-7197

October 19, 2023

Salida City Council
448 E. 1st Street
Salida, CO 81201

Re: Workforce Housing

Dear City Council Members,

Having safe, consistent, and affordable housing is a critical social determinant of health and is a key factor in achieving optimal health and wellness. Chaffee County Public Health (CCPH) has been working on housing issues for the past decade, linking the need for housing and how it impacts our health, and was a founding member of the county's Housing Policy Advisory Committee and also helped nurture the county's Office of Housing which is now the Chaffee Housing Authority. Through a shared grant from the Colorado Department of Public Health and Environment's Office of Health Equity, CCPH has been a partner in the affordable housing landscape for several years, bringing training, education, assessment, and awareness to Chaffee County. While the housing environment in Chaffee County is complex to say the least, with strong feelings from all sides of the equation, CCPH is in favor of creative, innovative, safe, long-term, affordable workforce housing options. CCPH is aware of several housing projects that would elevate the ability for members of the current local workforce to secure a stable roof over their heads, and I would hope that these efforts are met with support assuming that they are in alignment with our municipal codes.

Sincerely,

Andrea Carlstrom, Director
Chaffee County Public Health

From: [Craig Nielson](#)
To: [Kristi Jefferson](#)
Cc: [Rob Gartzman](#)
Subject: Support for the Flour Mill Affordable Housing Project
Date: Thursday, October 19, 2023 9:26:28 AM

You don't often get email from craig.nielson@chaffeehousingauthority.org. [Learn why this is important](#)

Dear Planning Commission, City Council, Mayor, and City Staff,

I am reaching out today to show support for the Flour Mill Development.

Affordable workforce housing is essential to the long-term health of our community and local businesses.

It has been a major topic of discussion for many years and has been at the forefront of many political discussions.

As the volunteer Chair of the Chaffee Housing Authority since 2021, I know first hand how important it is to support developers who are committed to helping solve the housing crisis. The very cornerstone of the CHA development initiative is to partner with committed developers to this end by offering tax relief in exchange for deed restricted rental units.

The Flour Mill development is a great example of what we need in this community to help address our housing crisis.

We need more developments like this, and we look forward to continuing to partner with developers who are committed to affordability for our local workforce.

Having worked with Rob directly on affordable housing issues, I've been impressed with his commitment to the cause as well as his knowledge of the local workforce as a business owner.

I find him to be a person of high integrity and he has always employed a balanced and knowledgeable approach to the discussions we have had at the CHA.

I look forward to seeing his project proceed through the City of Salida entitlement process.

Sincerely,

CRAIG NIELSON

Board Chair
Chaffee Housing Authority
719.221.2200

craig.nielson@chaffeehousingauthority.org
www.chaffeehousingauthority.org



October 18, 2023

Dear Planning Commission, City Council, Mayor and City Staff:

I am writing to express enthusiastic support for Rob Gartzman's Flour Mill development project.

The Flour Mill very much aligns to the housing needs identified in the Chaffee Housing Authority's 2022 Housing Needs Assessment, indicating a requirement of over 1100 units of housing by 2027 in Chaffee County and counting. According to the Needs Assessment, Salida will need a minimum of 260 rental units at or below 120% AMI and 140 ownership units at or below 120% AMI.

Therefore, the Flour Mill will go a long way to provide housing units to serve Salida workers, including 60 units priced at 100% AMI and nine units priced at 120% AMI. Additionally, the fact that 50% of the units will be deed restricted is also very exciting as this structure will preserve this new housing supply for years to come.

The Flour Mill development is a great example of a project that will help address our housing issues. We need more developments like this and to find ways to help the developers who are committed to affordability and our local workforce. This can be done by making their application process as easy as possible, helping to find solutions to the developments that benefit our community the most, and working to find ways to reduce their costs, so it can be more affordable for our community workforce.

I look forward to this project being constructed to serve as part of the solution to the housing crisis in Chaffee County and hope this letter of support will inform your consideration of the Flour Mill's application.

Sincerely,
Ashley Kappel
Executive Director
Chaffee Housing Authority

October 20, 2023

Eric Warner

9707 CR 163

Salida, CO 81201

RE: The Flour Mill

Dear Planning Commissioners:

Please approve the Flour Mill Project. I understand that some of the details of the plan might have to be tweaked slightly to conform to certain code requirements, but the height, density and setback variances the developer are asking for are critical for the project to be economically viable. At best I see this this being a break even proposition for the developer, and if the number of units are cut for some reason it may not be feasible.

I understand the concerns of some of the neighbors adjacent to the Flour Mill about allowing the variances, but IF this plan is NOT approved then the developer will likely build luxury housing on the lot ANYWAY. The point is, the neighbors are already seeing developments surround them, with increases in traffic, noise, etc. The difference between traffic/density on what the developer's use by right plans could entail and what the Flour Mill is proposing aren't that significant in the grand scheme of things. Most importantly, this is a once in a generation opportunity where developer benevolence meets a dire housing need. This is a win-win situation if ever there was, and the massive benefit for the community far outweighs the impact to adjacent neighbors. In fact, this will probably raise their property values.

Thank you,

Eric Warner

From: [Jonathan Fast - jfast.s00921](#)
To: [Kristi Jefferson](#)
Subject: Housing
Date: Tuesday, October 31, 2023 12:04:43 PM

You don't often get email from jfast.s00921.us@wal-mart.com. [Learn why this is important](#)

Hi Kristi-

Speaking personally & not from an official Walmart position, I do see the need to provide more affordable housing in the area.

Feel free to call my personal cell if you have any questions or want to discuss.

Thank you,

Jonathan Fast

719.429.0248 cell

Store Manager # **921**

7865 W US Hwy 50

Salida, CO 81201

719.539.3566

719.539.8625 Fax

October 20, 2023

Kristin Homer
9707 County Road 163
Salida, CO 81201

Dear Planning Commission, City Council, Mayor, and City Staff,

I'm writing to urge you to approve the Flour Mill housing project and to do everything in your power to ensure it moves forward. This well-conceived project is exactly what we need in Salida—apartments close to downtown, condos and single-family homes, with affordable rents and deed restricted opportunities for purchase. Our workforce is the heart of this town. They keep our independent businesses running, allow new businesses to grow, teach our kids, treat our medical conditions, and make Salida the best place to live in Colorado. Approving this plan will allow people to keep their businesses staffed and running, will allow workers to put down roots and raise their families here, and is a tangible expression of our commitment to the future of this community.

Sincerely,

Kristin Homer

Dear Planning Commission, City Council, the Mayor, and city staff,

I am reaching out today to show support for the Flour Mill Development. Workforce housing is essential to our community and local businesses and organizations. It has been a major topic of discussion for many years and is always at the forefront of every political conversation. The Flour Mill development is a great example of what we need in this community to help address our housing issues. We need more developments like this, and we need to find ways to help the developers who are committed to affordability and our local workforce. This can be done by making their application process as easy as possible, helping to find solutions to the developments that benefit our community the most, and work to find ways to reduce their costs, so it can be more affordable for our community workforce.

Apart from Jane's Place, Salida has never been presented with a housing development that will have 100% inclusionary housing pricing, and at least 50% deed restricted units. Despite some of the drawbacks, this development is a perfect example of what we need in Salida, and we want to see it move forward to development and expect that our elected and appointed officials will help make that happen, as most of you ran on a platform that you were committed to affordable housing. Thank you.

Sincerely,

Mike Franco

Collegiate Peaks Collective LLC

303-552-6925

From: [Lynch, Ryan](#)
To: [Kristi Jefferson](#)
Subject: Flour Mill - Support for Workforce Housing
Date: Friday, October 13, 2023 2:01:44 PM
Attachments: [image001.png](#)

You don't often get email from rlynch@amfam.com. [Learn why this is important](#)

Hi Kristi!

I am a friend of Rob and Sarah Gartzman and have helped them with insurance over the years. I think what they are doing with The Flour Mill proposal is something overly needed in Salida and Chaffee County. This a great opportunity to show the working residents with a housing need that community truly cares for and values them. It also sets a great example for the surrounding communities and could be used as a thumb print for a workforce housing crisis that is effecting so many areas in Colorado and nationwide. I look forward to attending one or both of the Planning Commission meetings on 10/23 and 12/5. Thank you for documenting my opinion on the matter. I am excited to see this project directly help Salida and Chaffee county!



Ryan Lynch | AMERICAN FAMILY INSURANCE

Agent/Owner
 344 Oak St | Salida, CO 81201
 Office: (719) 539-6800

[website](#) | [quote](#)



American Family Insurance Company | American Family Life Insurance Company | American Family Mutual Insurance Company, S.I. | American Standard Insurance Company of Ohio

American Standard Insurance Company of Wisconsin | Home Office - 6000 American Parkway Madison, WI 53783

Permanent General Assurance Corporation | Permanent General Assurance Corporation of Ohio | The General Automobile Insurance Company, Inc. DBA The General® | Home Office - 2636 Elm Hill Pike Nashville, TN 37214 wholly owned subsidiaries of American Family Mutual Insurance Company, S.I.

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From: [Richard Mancuso](#)
To: [Kristi Jefferson](#)
Subject: Flour Mill Development Support
Date: Friday, October 13, 2023 2:44:38 PM

You don't often get email from rlmgkscrs@gmail.com. [Learn why this is important](#)

Good afternoon Kristi,

I am writing to show my support of the Gartzman's and their Flour Mill Development.

Dear Planning Commission, City Council, the Mayor, and city staff,

I am reaching out today to show support for the Flour Mill Development. Workforce housing is essential to our community and local businesses and organizations. It has been a major topic of discussion for many years and is always at the forefront of every political conversation. The Flour Mill development is a great example of what we need in this community to help address our housing issues. We need more developments like this, and we need to find ways to help the developers who are committed to affordability and our local workforce. This can be done by making their application process as easy as possible, helping to find solutions to the developments that benefit our community the most, and work to find ways to reduce their costs, so it can be more affordable for our community workforce.

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Thank you.

Sincerely,

Rich Mancuso

From: [Wayles Martin](#)
To: [Kristi Jefferson](#)
Subject: Flour Mill Development
Date: Monday, October 23, 2023 3:25:22 PM

[You don't often get email from waylesmartin@gmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Dear Planning Commission, City Council, the Mayor, and city staff,

I am reaching out today to show support for the Flour Mill Development. Workforce housing is essential to our community and local businesses and organizations. It has been a major topic of discussion for many years and is always at the forefront of every political conversation.

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Sincerely,

Wayles Martin



GENERAL DEVELOPMENT APPLICATION

448 East First Street, Suite 112

Salida, CO 81201

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

Email: planning@cityofsalida.com

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

- ☐ Annexation
- ☐ Pre-Annexation Agreement
- ☐ Appeal Application (Interpretation)
- ☐ Certificate of Approval
- ☐ Creative Sign Permit
- ☐ Historic Landmark/District
- ☐ License to Encroach
- ☐ Text Amendment to Land Use Code
- ☐ Watershed Protection Permit
- ☐ Conditional Use

☐ Administrative Review:
(Type) _____

☐ Limited Impact Review:
(Type) _____

☒ Major Impact Review:
(Type) Planned Dev. & Major Subdivision

☐ Other: _____

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

A. Applicant Information

Name of Applicant: Biker Baker Holdings / Rob Gatzman

Mailing Address: 815 G St Salida CO 81201

Telephone Number: 303 903 4620 FAX: _____

Email Address: rob@sweetiesinsalida.com

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

B. Site Data

Name of Development: The Flour Mill

Street Address: 6907 PR 105 Salida CO 81201

Legal Description: Lot 3 Block _____ Subdivision Triple T Minor Subdiv 81201 (attach description)

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

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

Signature of applicant/agent _____ Date _____

Signature of property owner [Signature] Date 8/31/23



LIMITED IMPACT & MAJOR IMPACT SUBMITTAL REQUIREMENTS

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

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

1. PROCEDURE (Section 16-3-80)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iv) Engineering specifications for any improvements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

See attached document for answers to all Review Standards questions.

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

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

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

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

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

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

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

Review Standards Answers

- 1) The City of Salida's Comprehensive plan clearly states the need for affordable housing and for a sustainable economic environment for our community and for an available workforce. Our plan helps accomplish all 3 of those stated objectives. This is an affordable housing development and will provide housing for the community's workforce, which will help provide more stability to our economy.
- 2) The Flour Mill Development, will adhere to most of the zoning and development standards, as outlined by the city and county. We are applying for a planned development and the deviations from the codes are listed in both the narrative and on the plat provided.
- 3) The part of town where The Flour Mill is proposed is the ideal location for a development of its type and style. Currently this neighborhood is being developed and there are several other developments close by that are higher in density, like this one. There are also other new developments close by that are less dense and have an average housing cost much higher than what we are proposing. It provides housing diversity to the overall developments close by. Along CR 105 we are proposing single family homes and duplexes. This will give the feel of a neighborhood while driving down that road that is consistent with the other development in the area. The design of the homes will also use a modern mountain architecture, which will also be consistent with the other development in the area. The 3 story apartments and condos will be located on the western side of the property and will also fit in from both a functional and design perspective to provide both a compatible and consistent feel. The parking lot will be located in the middle of the development, to both hide the parking from the view of CR 105 and make it easily accessible for the tenants.
- 4) The biggest impact this development will have on the surrounding properties, is the increased density of people living there. We have taken into careful consideration the neighbors, traffic, parking, and noise. All these things have been taken into consideration and have been part of the design process. That is why we have exceeded the number of parking spots required and hidden them between our buildings to help keep the noise to the middle of the property. Overall, I do not believe this development will be any more of a nuisance than the other surrounding ones.
- 5) We believe that with the improved street, sidewalks that overall we are making overall improvements to the area that the public will benefit from.
- 6) We do not feel that we are causing any significant deterioration or impact to any environmental resource, or any more than the other developments to the area.

Planned Development Narrative

As most locals are familiar, Rob and Sarah Gartzman are local restaurateurs and entrepreneurs who have seen the local housing market change significantly over the last 10+ years. Initially, out of their own need and self-preservation of their businesses, Rob became increasingly interested in the development of workforce housing. At first, it was as an advocate, but has since transitioned into a developer. The goal of the development at 6907 CR 105, is to provide housing solutions for our local workforce both through ownership and rental units. The concept focuses on smaller units and density. Through those concepts, we can provide housing at attainable pricing that helps address our workforce housing needs, which is currently one of the most daunting problems facing Salida.

The development will consist of 69 units and sits on 2 acres. It is a well thought out sub-division that in total it will consist of 3 single family homes, 3 duplexes, 2, 20-unit condo (for sale) complexes and 1, 20-unit apartment (rental) complex and one laundry facility. The single-family homes, duplexes and laundromat will be located on the east side of the property all along CR 105. The apartment and condo complexes will sit on the west side of the property with parking located in between the homes and complexes.

In this development there is a mixture of 21 two-bedroom units and the remaining 48 will be studio apartments. By focusing on smaller units, they will be built to address the needs of our workforce and help keep the prices at a more affordable level. It is the goal to have 100% of this property be deed restricted, but at this point we are only willing to guarantee 50% deed restriction and the rest will be based on the commitments and negotiations from the city, county, and other partners. Finding ways to help us reduce costs, will allow us to take on the risk associated with more deed restricted units. It should not just be the role of the developer to help reduce costs but also from the city itself, if the true goal is to build deed-restricted and affordable units.

There are a total of 98 parking spots for the property for the 90 bedrooms, which exceeds the number of spaces required. 76 of the parking spots will be off-street, while the remaining 22 will be on-street. We have accomplished this while still meeting all the requirements for, sidewalks, road widths, trees, and setbacks. On the East side of the property there will be a sidewalk that will ultimately connect the bike paths on the north and south on CR 105.

The single-family homes and duplexes will all be one story buildings. The apartment and condo buildings are all going to be three-story walk-up buildings that currently are designed to be below 38 feet in height. City staff has recommended to ask for a extra few feet of variance to make sure all mechanical systems and candy canes are hidden and in addition it will likely be the height allowed for R3 zoning when the updated codes are approved. The façade of the units will feature a mountain modern architecture style to fit cohesively with the previously built structures, while also giving each of the residents a luxurious and community feeling that residents will be proud to call home.

As of right now, this development will be built in 3 phases. The first phase will build all the single-family homes and duplexes (9 units total). The second phase will build the condos (40 units) and laundry facility. The third will build the apartment rentals (20 units). By doing this in phases, it will allow for less risk for both the developer and the financier.

As part of this planned development, we are asking for some variances to the code as written. While we meet the required greenspace for the development as whole, the sub-divided lot for the parking, has only 27% greenspace which is a 3% variance reduction. I would like to point out that across the whole development we do exceed the requirements for greenspace. In addition to what we have done, there is a 1.2-acre park that has already been approved to be built 200 yards away which should offset some of the greenspace concerns. We are also asking for variances of density, height, lot size and setbacks and lot coverage for the parking lot. In terms of density, that is the whole point of this development, which is to find more affordable housing solutions, particularly for our workforce. We can only accomplish this through increased density. We are asking for a 38' building height, which will likely be the allowed R-3 height in the new code. While we can fit our buildings to the 35' requirement, the extra 3' allows us to hide our mechanical systems and roof extrusions, to be more visually appealing. In return for the stated variances, we are currently willing to deed restrict 50% of the property, which is much greater than the requirements from the city. Even if we do not go forward with 100% deed restriction, we plan to price all the units on this property at 120% AMI or below, with most falling at 100% AMI levels. The single-family homes and duplexes will all be priced at 120% AMI or below and the condos and apartments will all be at 100% AMI or below.



Rob Gartzman

The following documents are included in support of the development:

Annexation

Annexation application and petition
Serial annexation plats
Cost reimbursement agreement
Address list for public notification

Zoning

Zoning application

Planned Development

PD Plan

Architectural Character

Other requirements for the PD are included with the subdivision application.

Subdivision

- a. Survey
- b. Drainage Report
- c. Title Policy
- d. Geotechnical Report
- e. Environmental Report
- f. Water and sewer demand calculations
- g. Subdivision plat
- h. Civil engineering plans (site/landscape plan included)
- i. EOPC public infrastructure
- j. Draft construction schedule
- k. Trip generation letter

THE FLOUR MILL

Planned Development Application



September 9, 2023

TABLE OF CONTENTS

EXECUTIVE SUMMARY	1
SITE HISTORY	2
PLANNED DEVELOPMENT APPLICATION.....	4
PROPOSED PLANNED DEVELOPMENT.....	5
JUSTIFICATION FOR A PLANNED DEVELOPMENT.....	6
DEVELOPMENT PLAN	7
PHASING	14

Executive Summary

This is a planned development application for the Flour Mill residential development, located at 6907 CR 105, Salida, CO 81201.

The purpose of this application is to outline the justification of this development and the need for the type of housing we are planning on building there. The City of Salida's Comprehensive plan clearly states the need for affordable housing and for a sustainable economic environment for our community and for an available workforce. Our plan helps accomplish all 3 of those stated objectives. This is an affordable housing development and will provide housing for the community's workforce, which will help provide more stability to our economy. It is no secret that housing prices, both for rental and for-sale units in Salida have increased to unaffordable levels for our workforce. The situation continues to become more dire, and it is to the point where most of our workforce have struggled to find affordable housing solutions. Our community is dependent on a workforce and those people all need a place to live. As a community we have struggled with this problem for some time, but we have found very few solutions that have had an impact, and in the meantime our housing continues to become more scarce and less affordable. While this development is not the only solution needed to solve this problem, it will be helpful to address this issue. Based on our housing needs assessment in 2022 for the country we are far behind on the need for more affordable units, particularly rentals.

This housing development creates both for-sale units and rentals and all will be priced at or below 120% AMI pricing, with most of the units priced at 100% AMI or below. Currently, it also includes 50% of the units as deed restricted and permanently affordable. This development was designed to benefit our community and workforce by increasing housing supply at more reasonable prices. We are asking for some variances to the code to help accommodate the need to increased density, that will help address the affordability and housing needs.

Site History

Originally this lot was part of the Triple T Ranch and was sub divided in into one of 3 lots. Based on the included arial photographs, historically this property was only used as agricultural and ranch land. In 1976 there was an addition of a manufactured home that has been used as a residence, short term rental and office since. It is currently used as a family residence. The remaining parts of the land have been unused for many years. More recently the surrounding areas of the property have been developed, with two different rental developments directly to the west and housing developments on most of the surrounding areas.





 **AERIAL PHOTOGRAPH - 2015** 



 **AERIAL PHOTOGRAPH - 1961** 

Planned Development Application

As most locals are familiar, Rob and Sarah Gartzman are local restaurateurs and entrepreneurs who have seen the local housing market change significantly over the last 10+ years. Initially, out of their own need and self-preservation of their businesses, Rob became increasingly interested in the development of workforce housing. At first, it was as an advocate, but has since transitioned into a developer. The goal of the development at 6907 CR 105, is to provide housing solutions for our local workforce both through ownership and rental units. The concept focuses on smaller units and density. Through those concepts, we can provide housing at attainable pricing that helps address our workforce housing needs, which is currently one of the most daunting problems facing Salida.

The development will consist of 69 units and sits on 2 acres. It is a well thought out subdivision that in total it will consist of 3 single family homes, 3 duplexes, 2, 20-unit condo (for sale) complexes and 1, 20-unit apartment (rental) complex and one laundry facility. The single-family homes, duplexes and laundromat will be located on the east side of the property all along CR 105. The apartment and condo complexes will sit on the west side of the property with parking located in between the homes and complexes.

In this development there will be a mixture of 21 two-bedroom units and the remaining 48 will be studio apartments. By focusing on smaller units, they will be built to address the needs of our workforce and help keep the prices at a more affordable level. It is the goal to have 100% of this property be deed restricted, but at this point we are only willing to guarantee 50% deed restriction and the rest will be based on the commitments and negotiations from the city, county, and other partners. The whole point of this planned development is to come up with an innovative solution to provide both rentals and for-sale affordable units for our local workforce.

Proposed Planned Development

Planned Development Title: The Flour Mill

Planned Development Intended Use: Residential housing development

Area of Planned Development: 2 acres

Adjoining Streets:

- *Vandaveer Ranch Road*
- *CR 105*

Adjoining Properties:

- *6953 CR 105, Salida, CO 81201*
- *6906 Vandaveer Ranch Road, Salida, CO, 81201 (Magpie Apartments)*

Historical and Current Use: Ranch and grazing land and as a residence.

Future Use:

- *69 total units*
 - *3 single family homes*
 - *3 Duplexes*
 - *3 Multifamily buildings*
 - *1 laundry facility*
 - *98 parking spots*
 - *21 2-Bedroom units*
 - *48 studio units*

Justification for a Planned Development

Sec. 16-7-10. - Purpose and objectives.

(a) Planned developments are intended to facilitate the purposes and objectives of this Land Use Code and the City's Comprehensive Plan and to permit the application of more innovative site planning and design concepts than may be possible under the application of standard zone districts. The purpose of a planned development (PD) is to encourage innovation and flexibility in the development of land so as to promote variety in the type, design and layout of buildings; improve the integration, character and quality of land uses; promote the more efficient use of land and infrastructure while achieving compatibility of land uses; achieve economy in the delivery and maintenance of public services, and promote the preservation of open space and natural and scenic areas.

The City of Salida's Comprehensive plan clearly states the need for affordable housing and for a sustainable economic environment for our community and for an available workforce. The Flour Mill is an innovative residential housing development that helps accomplish all 3 of those stated objectives. This is an affordable housing development and will provide housing for the community's workforce, which will help provide more stability to our economy. It creates both rentals, for-sale units and the most deed restricted units ever presented to the City of Salida in a single development, with the opportunity for more. Salida has not been presented with a development, ever, that will have such a positive impact for the largest problem facing our community.

The county's Housing Needs Assessment also states the extreme need for workforce housing. In the report it outlines that the largest needs are for rentals and smaller units, particularly studios and single bedroom units. We know as employers, that our staff and many other like it want to live by themselves at an affordable rate. Based on the wages many in this town are making, we know that \$1,100-\$1,200/month is possible for many but once you get above \$1,250/month, it becomes very hard. Our goal in this development, is to build units that our workforce can afford and to build rentals. It helps to satisfy the needs of our staffs, and others like it, as well as the 2022 Housing Needs Assessment and the needs stated in the Salida Comprehensive plan.

Development Plan

The (PD)Development Plan shall meet the following criteria, depicted on a site plan furnished by the applicant, unless the applicant can demonstrate that one (1) or more of them is not applicable or that another practical solution has been otherwise achieved:

(1)Minimum Dimensional Standards. The PD is a negotiated zone district. While there may be no fixed lot size or lot widths, the Planning Commission and City Council require minimum dimensional standards, including setbacks and space between buildings as necessary to provide adequate access and fire protection, to ensure proper ventilation, light and air between buildings and to ensure that the PD is compatible with other developments in the area.

The costs to build housing are incredibly high these days. The average lot in Salida, right now costs more than \$200,000. Even if someone were to purchase a manufactured home or built a home on the property, it would be hard to find for under \$400,000. That makes it very hard to build a house for under \$600,000 in Salida right now. The only way to accomplish more reasonable housing affordability is through higher density developments. Part of this is taking advantage of decreased lot sizes and setbacks as well as height. In the Flour Mill development, we have already had discussions with the fire department, and they don't have concerns about the ability to provide proper protections. Additionally, the buildings will not be so close that they impact ventilation or light.

Ex. Zoning		PD Area						
		R-3	overall site	SF attached	SF detached	laundromat	condo/apartment lots	HOA lot
lot #				5-10	1, 2, 4	3	11, 12, 13	14
min lot size	sf	5063	87133	n/a	2470	2000	7300	39532
density	sf/unit min	2100	1263	2310	2470	n/a	365	n/a
min lot size attached	sf	2160	n/a	2310	n/a	n/a	n/a	n/a
min lot frontage	ft	37.5	n/a	n/a	36	28	n/a	n/a
min lot frontage attached	ft	15	n/a	34	n/a	n/a	n/a	n/a
max lot coverage: structures	%	50	24	43	40	30	64	0
max lot coverage: uncovered parking/access	%	25	36	0	0	0	0	73
min landscape area	%	30	45	40	40	40	36	27
side setback primary building	ft	5	5	5	5	5	5	n/a
side setback detached accessory building	ft	3/5/10	5	5	5	5	5	n/a
rear setback principal building	ft	20	5	5	5	5	10	n/a
rear setback accessory building	ft	5	n/a	5	5	5	5	n/a
front setback	ft	20	5	12	12	12	5	n/a
max building height primary	ft	35	38	25	25	25	38	n/a
max building height detached accessory building	ft	25	n/a	25	25	25	25	n/a
off-street parking	spaces	69	76	n/a	n/a	n/a	n/a	76
number of trees (not counting street trees)	each	1/800sf req'd landscape	38 (32 required)	1	1	1	4 (3 required)	15
living cover	% lot area	30% landscape x 60% living = 18%	18	18	18	18	18	5
street trees	each	50' on center average	13	n/a	n/a	n/a	n/a	n/a
parking lot landscape area	sf	7 sf per req'd parking space	n/a	n/a	n/a	n/a	n/a	600 (483 req'd)
parking lot trees	each	1 per 15 req'd parking spaces	n/a	n/a	n/a	n/a	n/a	5

Values highlighted green indicate that the PD Plan exceeds R-3 standard. Green highlighted values have been increased slightly beyond the actual values in the PD plan to allow for minor design changes without PD amendment. Values not highlighted are the actual values per the PD plan and do not revise the underlying zone requirement.

Table -Dimensional Standards

(2) Trails. Reasonable effort must be made to connect to nearby recreation trails, parks and public open space such that green corridors define and connect urbanized areas. Any trails identified for the area in the City's Comprehensive Plan or Parks Master Plan must be included in the PD.

We will be installing a sidewalk on CR105 and Vandever Ranch Road, which right now don't connect to the adjacent properties, because neither have sidewalks and have designed a path to connect to the paths at the Magpie development but the Judd's say they don't want to have a mutual easement.

(3) Ownership and Maintenance. No PD shall be approved unless the City Council is satisfied that the landowner has provided for or established an adequate organization for the ownership and maintenance of common open space and private roads, drives, parking or other common assets to ensure maintenance of such areas.

The Plan here is to establish a HOA association. There is a lot of shared space and parking that should be addressed through a HOA. Additionally, we would like to include as many of the utilities as possible into the HOA to help reduce overall housing costs. Utilities like internet, trash services, and possibly others will all help in this. That being said the Gartzman's will own 20 of the total units and that will help give them a majority control to ensure the property is properly maintained and remains a benefit to the city long term. The Gartzman's have shown over many years in business that they take ownership and maintenance seriously and will be actively involved in making sure this happens.

(4) Water and Sewer. The developer shall provide municipal water and sewer facilities within the PD as required by the City.

As drawn in the plans the development will be tied into the city's water and sewer.

(5) Residential Density. Density shall be limited as required by the Planning Commission and City Council upon consideration of the overall development plan, individual characteristics of the subject land and surrounding uses. In a multi-lot PD, the averaging of lot areas shall be permitted to provide flexibility in design and to relate lot size to topography, but each lot shall contain an acceptable building site. The clustering of development with usable common open areas shall be permitted to encourage provision for and access to common open areas, encourage pedestrian access and to save street and utility construction and maintenance costs. Such clustering is also intended to accommodate contemporary building types which are not spaced individually on their own lots but share common side walls, combined service facilities or similar architectural innovations, whether or not providing for separate ownership of land and

buildings. In high-density development, housing will be designed to provide adequate privacy between dwelling units.

Once again, we the Flour Mill development is trying to help address our workforce housing concerns. The only way to truly do this is through increased density. The increase in density is not so much that it will have negative impacts on the surrounding community. There are already higher density projects adjacent to the property and down the block. The building designs are also a mountain modern look that has a similar feel to the other buildings in the area. More dense housing developments are necessary for us to solve our workforce housing problems. They will have to be located somewhere within city limits and this is a perfect location for such density.

(6) Relationship to the Subdivision Regulations. The provisions of these regulations concerning Planned Developments are not intended to eliminate or replace the requirements applicable to the subdivision of land or air space, as defined in state statutes and the ordinances and regulations of the City.

This subdivision will follow all rules and regulations as defined by the city and state statutes.

(7) Improvement Standards. The PD may deviate from the Design Standards described in Article VIII of this Chapter, including specifications for the width and surfacing of streets, public ways, public utility rights-of-way, curbs and other standards, only if the reasons for such deviations are well documented and are necessary for realizing the purposes described in the objectives of development. Deviations may be incorporated only with the approval of the Planning Commission and City Council as a part of its review of the Overall Development Plan for a PD and shall conform to acceptable engineering, architectural and planning principles and practices. If a deviation from the improvement standards is not specifically addressed and approved under the Overall Development Plan, the improvement shall comply with all improvement standards of this Chapter.

As stated in the plans, the surrounding streets and sidewalks are being improved with curb and gutter and CR 105 is going to be repaved along the development to make sure there is proper width for on street parking. In addition, sidewalks are being installed even though there are not ones for them to connect to and all public improvements have met the city standards.

(8) The maximum height of buildings may be increased above the maximum permitted for like buildings in other zone districts. In no case shall a building exceed the maximum height requirement if the deviation shall result in: a. Adverse visual impacts on adjacent sites or other areas in the vicinity, including extreme contrast, interruption of vistas or scale that is disproportionate to surrounding development or natural features. b. Potential problems for adjacent sites caused by shadows, loss of air circulation or loss of view. c. Inability to provide adequate fire protection using equipment currently in use by the Fire Department.

In this case we are asking for a 3-foot increase in height to the building. In order to accomplish the necessary density for affordability and rental units, we need to build three stories tall with our multi-family buildings. While we can adhere to the 35' height requirements, the buildings will be much more aesthetically pleasing if we can hide mechanical design elements behind a parapet. The additional height will not impact fire protection and will have very little impact on scenic views but will make the development much nicer in the surrounding area.

(9) Gross Building Floor Area. The gross building floor area of uses other than residential may be limited as required by the City Council upon consideration of the Overall Development Plan, individual characteristics of the subject land and surrounding uses.

The uses for this development, all relate back to residential housing and the density required to make the development work. That includes parking, proper drainage and a laundry facility, which will be a separate building on the premises.

(10) Permitted Uses. A PD may include any permitted principal or accessory uses by right and conditional review uses allowed in any other zone, except that any use that has been declared a nuisance by statute, ordinance or any court of competent jurisdiction shall not be permitted. Uses within the PD will be permitted upon consideration of the Overall Development Plan, individual characteristics of the subject land and surrounding uses. The PD shall be designed, insofar as practicable when considering the overall size of the PD, to provide commercial, recreational and educational amenities to its residents to alleviate the necessity of increased traffic and traffic congestion.

The development will have an onsite laundry facility to make for easier use and less need to travel elsewhere for laundry. Other than residential housing that is the only other use for the development.

FLOUR MILL SCHEDULE OF USES			
N = Not Permitted P = Permitted AR = Administrative Review	R-3 Zone District	Flour Mill Planned Development	Standards¹
Residential Uses			
Accessory buildings and structures.	P	P	Sec. 16-4-190(c)
Accessory dwelling units	AR	AR	Sec. 16-4-190(c)
Duplex dwelling units	P	P	
Residential (3 - 4 units)	AR	P	
Residential (5 - 19 units)	AR	P	
Residential (20 or more units)	MR	P	
Single-family dwelling units	AR	P	
Short-term Rental Units	AR	N	Sec. 16-4-190(q)
Laundromat (Lot 3)		P	Standards¹
Notes:			
¹ The standards referenced herein are in addition to all other applicable standards of this Land Use Code.			

(11) Transportation design. The PD shall provide interconnected transportation networks designed to disperse and reduce the length of automobile trips, connect to adjacent roadways and enhance the greater transportation pattern of the City and surrounding area. The street design and circulation system must be adequate to support the anticipated traffic. The proposed land uses may not generate traffic volumes which exceed the capacity of existing transportation systems, or it shall be shown that adequate measures have been developed to effectively mitigate such impacts. The internal street circulation system shall be designed for the type of traffic generated, safety and separation from living areas, convenience, and access. Private internal streets may be permitted, provided that adequate access for police and fire protection is maintained, access for maintaining public infrastructure within the right-of-way is explicit and provisions for using and maintaining such streets are imposed upon the private users and approved by the Planning Commission and City Council. Bicycle lanes, paths and sidewalks shall be provided for all residential uses, retail establishments and public buildings and amenities. Nonmotorized transportation ways shall be adequate in terms of safety, separation, convenience, and access to points of destination and attractiveness.

There are several issues to consider with traffic. One of the reasons it was so important for us to build this near town, is to give the residents the ability to live near their work without the need and added expense of a vehicle. While most residents will opt to have a vehicle, it is easy to ride bikes from this location to anywhere in town. It takes less than 10 minutes to ride to downtown Salida and less than 30 minutes to walk there.

Additionally, this reduces the need for a much longer commute to other communities that have more affordable housing. This development has the ability to cut back on vehicle trips to locations like Howard or further away. As far as the development is concerned, there are two entrances to our parking facility which offer convenient traffic circles and should not have major impacts on the traffic in the area. The development is only a ¼ mile away from access to highway 50, making it easy to access anywhere locally, without negatively impacting the other residents in the area.

(12) Development Standards. The PD may deviate from the Development Standards described in this Chapter only if the reasons for such deviations are well-documented and are necessary for realizing the purposes described in the objectives of development. Any variation from the development standards of this Chapter must be specifically addressed and approved in the Overall Development Plan. If an area of development (parking, landscaping, illumination, fences, signs, etc.) is not specifically addressed and approved under the Overall Development Plan, the area of development shall meet or exceed the standards of this Chapter applying to that area of development.

All the deviations we are asking for are all outlined in our plans with the benefit of having them all go toward creating more affordable housing, while minimizing the impacts on the surrounding residents and property owners. All of our plans and justifications is outlined in this report and our applications.

(13) The PD provides for design that is energy-efficient and reduces the amount of energy consumption and demand of typical development.

The development is being designed as energy efficient as possible and to all local and state codes, to reduce energy where possible without creating excess cost to each unit. In general, multi-family buildings are more energy efficient with shared walls for less energy loss.

(14) Where residential uses are proposed, the PD shall provide for a variety in housing types and densities, other facilities, and common open space.

The part of town where The Flour Mill is proposed is the ideal location for a development of its type and style. Currently this neighborhood is being developed and there are several other developments close by that are higher in density, like this one. There are also other new developments close by that are less dense and have an average housing cost much higher than what we are proposing. It provides housing diversity to the overall developments close by. Along CR 105 we are proposing single family homes and duplexes. This will give the feel of a neighborhood while driving down that road that is consistent with the other development in the area. The design of the homes will also use

a modern mountain architecture, which will also be consistent with the other development in the area. The 3 story apartments and condos will be located on the western side of the property and will also fit in from both a functional and design perspective to provide both a compatible and consistent feel. In addition to the different developments in the area we are also creating different housing types within this development, creating housing diversity. The parking lot will be in the middle of the development, to both hide the parking from the view of CR 105 and make it easily accessible for the tenants.

(15) The fiscal impacts of the PD have been satisfactorily addressed and the City or special district will be able to provide adequate levels of service for police and fire protection, street maintenance, snow removal and other public services, or it shall be shown that adequate measures have been developed to effectively mitigate such impacts.

There will not be any additional costs to the city outside of any other residential development, unless the city would like to see an increase in, deed-restricted units, in which case we are open to some negotiation from the city on ways to reduce the cost of the development, in exchange for an increase in, deed restricted units.

(16) Higher levels of amenities than would be achieved by using established zone districts, including open spaces, parks, recreational areas, trails and school sites, will be provided to serve the projected population.

The amenity we are providing with this development is an increase of affordable housing for the community and our workforce.

(17) There are special physical conditions or objectives of development that the proposal will satisfy to warrant a departure from the standard regulation requirements.

They have been covered above

(18) The adjacent and nearby developments will not be detrimentally affected by the proposed PD and approval period.

N/A

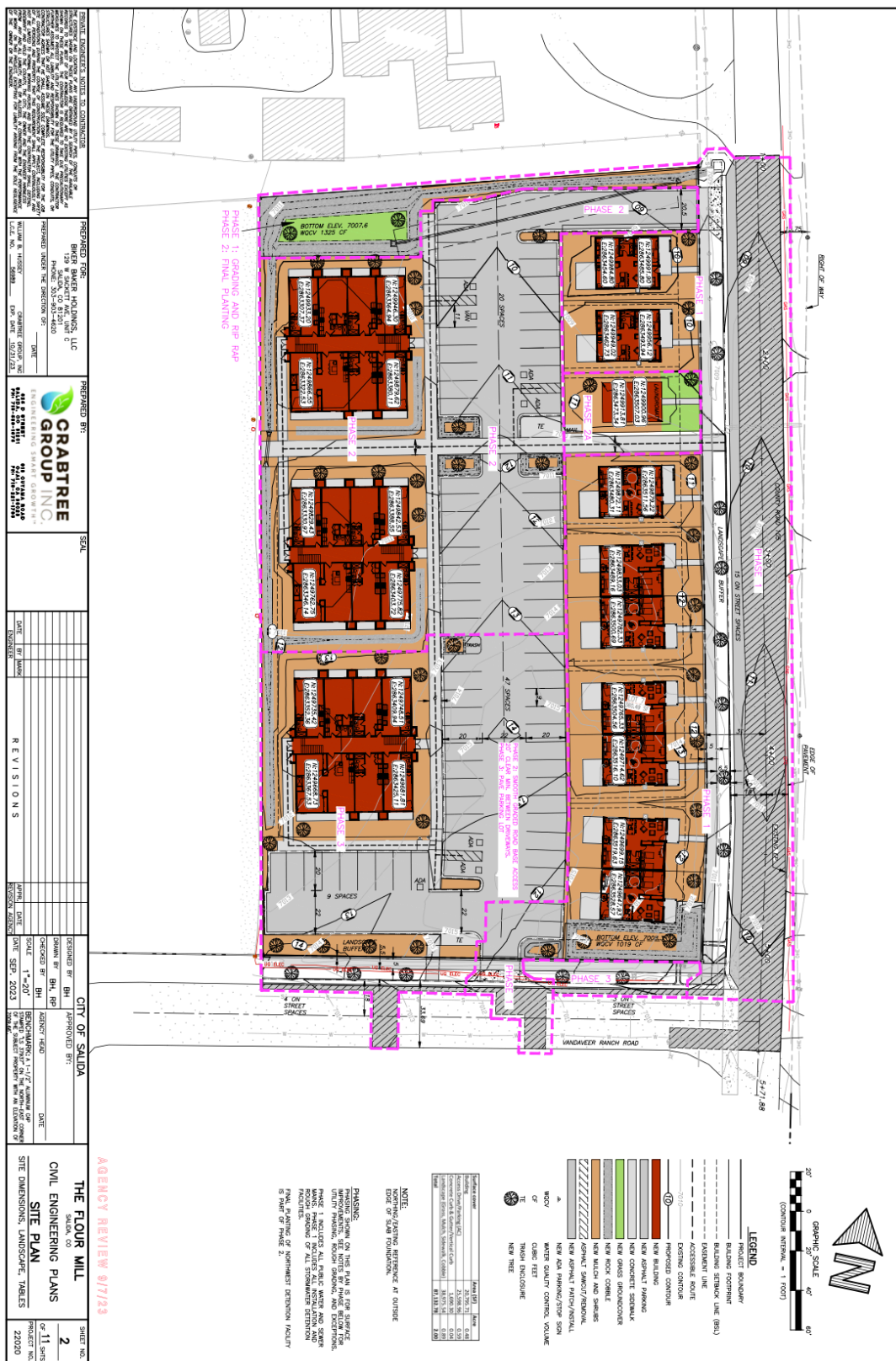
Phasing

The Flour Mill planned development will ideally be built in 3 phases. The first phase will include the city street and sidewalk improvements, the sewer and water, the site drainage and all the single-family homes, and duplexes.

The Second phase will include the 2 condo buildings, which will be 40 units in total, and this phase will also include about two-thirds of the parking lot. There is a phase 2a, which is the laundry facility. 2a will be included at the end of phase 2.

The third phase will be the completion of the final multi-family building which are all apartments as well as the final completion of the parking lot.

These phases are all outlined below in the site plan. Phasing is important for this plan to reduce risk and interest



Phasing outlined in the site plan with pink lines



Single Family Elevations/Models



Duplex Elevations/Models



Multifamily Elevations/Models – East and South Facing

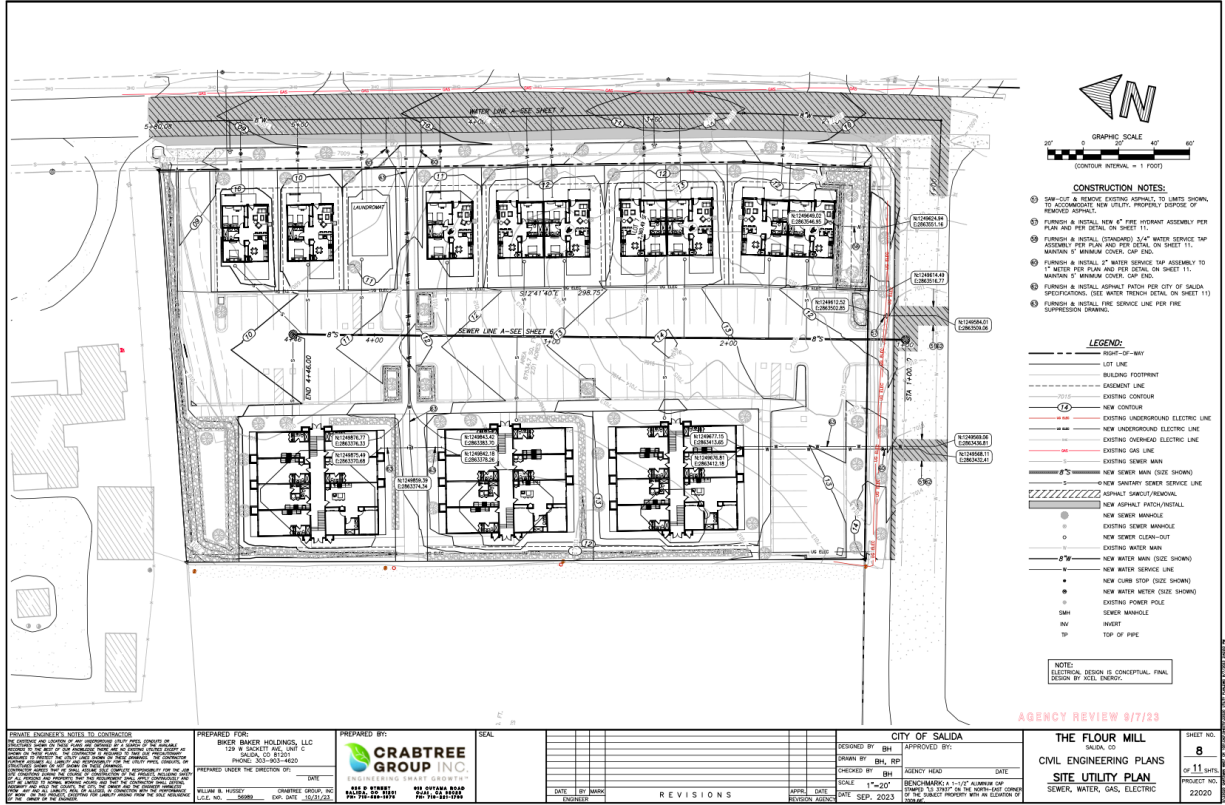


Multifamily Elevations/Models – North and West Facing

20 PLEX - 3 BUILDINGS		
UNIT	UNIT NO. /BLDG.	TOTAL UNIT NO.
STUDIO	16	48
2 BED	4	12
TOTAL	20	60
UNIT	SQUARE FOOTAGE	
STUDIO	471 SF	
2 BED	910 SF	
TOTAL BUILDING FOOTPRINT (EA.)		4820 SF
ESTIMATED MAX BLDG. HEIGHT		34'- 0"



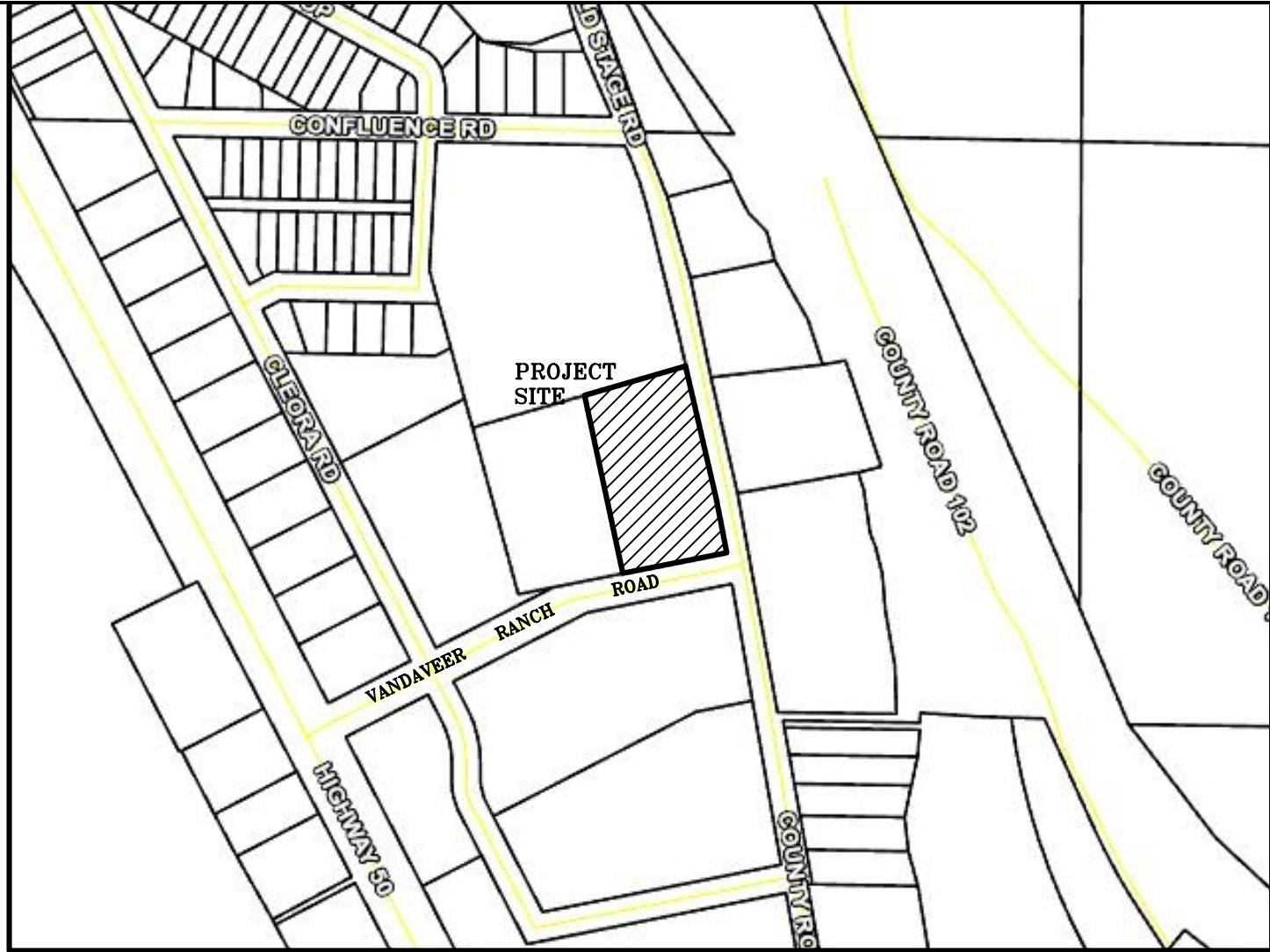
Multifamily elevation



Flour Mill Development PD site plan

SHEET NO.
2
OF **2** SHTS.
PROJECT NO.
22020

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



VICINITY MAP
NOT TO SCALE

CERTIFICATION OF TITLE

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

DATED THIS ____ DAY OF _____, 20__.

TITLE AGENT

ACKNOWLEDGMENT OF LIEN HOLDER

HIGH COUNTRY BANK, AS LIEN HOLDER, HEREBY ACKNOWLEDGES AND APPROVES THE TERMS, CONDITIONS AND DEDICATION AS DISCLOSED UPON THIS PLAT.

REPRESENTATIVE

DATE

COUNTY OF _____)
) SS.
STATE OF _____)

THE FORGOING ACKNOWLEDGMENT OF LIEN HOLDER WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20__, BY _____. WITNESS MY HAND AND SEAL.

MY COMMISSION EXPIRES _____.

NOTARY PUBLIC

GENERAL NOTES

- 1) BASIS OF BEARING FOR THIS SURVEY IS GRID NORTH FROM COLORADO STATE PLANE COORDINATE SYSTEM CENTRAL ZONE, BASED ON G.P.S. OBSERVATIONS ALONG THE NORTHERN RIGHT-OF-WAY OF VANDAVEER RANCH ROAD BETWEEN A 1 1/2" ALUMINUM CAP STAMPED "LS 37937" AND A 1 1/2" ALUMINUM CAP STAMPED "LS 16117" HAVING A BEARING OF NORTH 78°47'57" EAST.
- 2) THIS SURVEY WAS PERFORMED IN CONJUNCTION WITH WESTCOR LAND TITLE INSURANCE COMPANY (CENTRAL COLORADO TITLE AND ESCROW), COMMITMENT NO. 22-20579, DATED AUGUST 15, 2022.
- 3) ZONE: P.D.
- 4) FEES-IN-LIEU FOR OPEN SPACE AND FOR FAIR CONTRIBUTIONS TO SCHOOLS SHALL BE REQUIRED PRIOR TO CERTIFICATE OF OCCUPANCY FOR ALL UNITS.
- 5) THE SUBDIVISION HAS COMPLIED WITH CHAPTER 16 OF THE SALIDA MUNICIPAL CODE AND IS SUBJECT TO THE TERMS OF THE EXECUTED SUBDIVISION IMPROVEMENT AND INCLUSIONARY HOUSING AGREEMENT, AS RECORDED AT RECEPTION NO. _____
- 6) UNDERGROUND UTILITIES SHOWN AS MARKED ON THE SURFACE BY UTILITY NOTIFICATION CENTER OF COLORADO AND OTHERS, LANDMARK SURVEYING AND MAPPING ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF ANY UNDERGROUND UTILITIES DEPICTED HEREON.

CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL PERSONS BY THESE PRESENTS THAT BIKER BAKER HOLDINGS, LLC, THE FEE OWNER OF THE FOLLOWING DESCRIBED PROPERTY:

LOT 3
TRIPLE T RANCH MINOR SUBDIVISION
PER PLAT RECORDED NOVEMBER 30, 2015 AS RECEPTION NO. 423912
CHAFFEE COUNTY, COLORADO

HAS LAID-OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS AND EASEMENTS, AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF:

THE FLOUR MILL

THE UNDERSIGNED HEREBY DEDICATE TO THE PUBLIC UTILITIES THE RIGHT TO INSTALL, MAINTAIN AND OPERATE MAINS, TRANSMISSION LINES, SERVICE LINES AND APPURTENANCES TO PROVIDE SUCH UTILITY SERVICE WITHIN SAID SUBDIVISION OR PROPERTY CONTIGUOUS THERETO, UNDER, ALONG AND ACROSS UTILITY EASEMENTS AS SHOWN ON SAID PLAT.

IN WITNESS WHEREOF THE UNDERSIGNED HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS ____ DAY OF _____, 20__.

BY: _____ (BIKER BAKER HOLDINGS, LLC REPRESENTATIVE)

COUNTY OF CHAFFEE)
) SS.
STATE OF COLORADO)

THE FORGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20__, BY _____. (BIKER BAKER HOLDINGS, LLC REPRESENTATIVE). WITNESS MY HAND AND SEAL.

MY COMMISSION EXPIRES _____.

NOTARY PUBLIC

CITY COUNCIL APPROVAL

THIS PLAT IS APPROVED FOR FILING AND THE CITY HEREBY ACCEPTS THE DEDICATION OF THE EASEMENTS SHOWN HEREON.

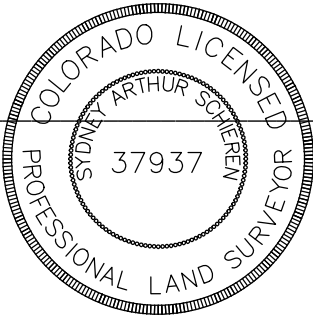
SIGNED THIS ____ DAY OF _____, 202__.
CITY OF SALIDA

BY: _____
MAYOR

LAND SURVEYOR'S CERTIFICATE

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

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



CLERK AND RECORDER'S CERTIFICATE

THIS PLAT WAS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF CHAFFEE COUNTY, COLORADO, AT _____.M. ON THIS ____ DAY OF _____, 20__ UNDER RECEPTION NUMBER _____.

CHAFFEE COUNTY CLERK AND RECORDER

THE FLOUR MILL

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

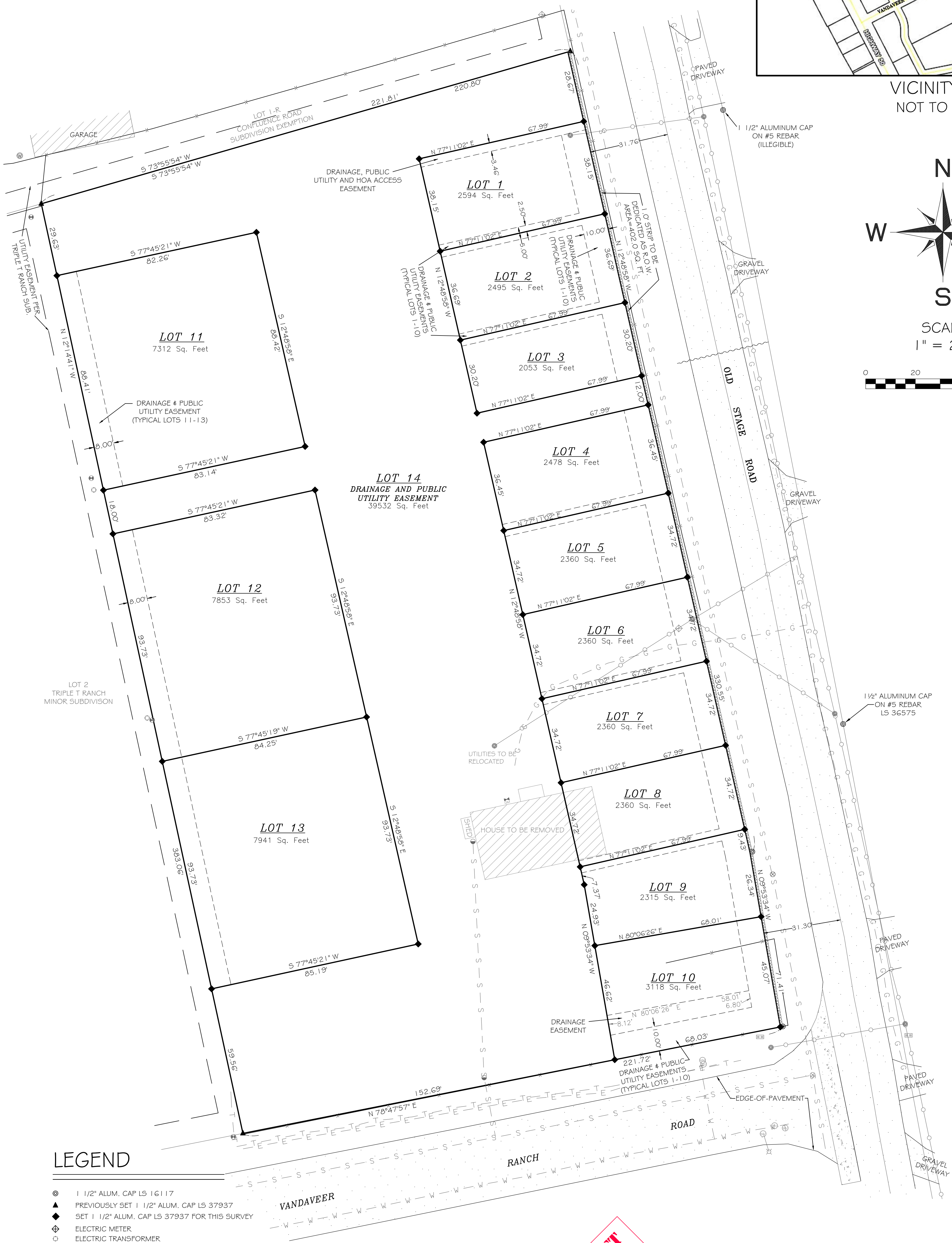
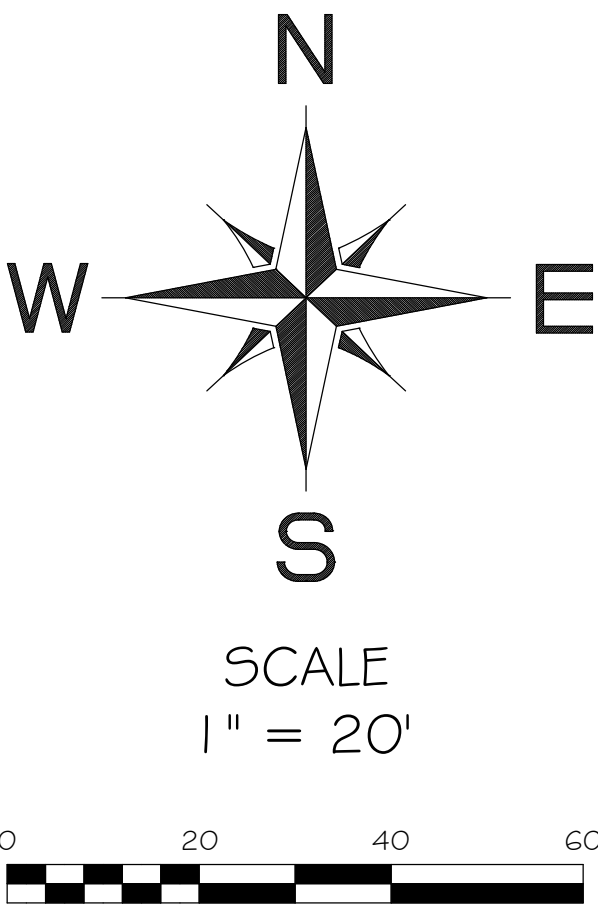


REVISED:
JOB # 22097
DATE: SEPTEMBER 11, 2023
SHEET 1 OF 2

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



VICINITY MAP
NOT TO SCALE



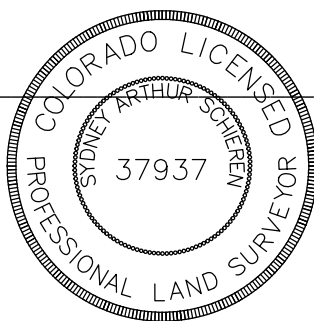
LEGEND

- 1/2" ALUM. CAP LS 16117
- PREVIOUSLY SET 1/2" ALUM. CAP LS 37937
- SET 1/2" ALUM. CAP LS 37937 FOR THIS SURVEY
- ELECTRIC METER
- ELECTRIC TRANSFORMER
- POWER POLE
- SEWER CLEAN OUT
- SEWER MAN HOLE
- TELEPHONE PEDESTAL
- WATER VALVE
- UTILITY VAULT
- FIRE HYDRANT
- FENCE
- OVERHEAD UTILITY
- UNDERGROUND SEWER
- UNDERGROUND GAS LINE
- UNDERGROUND ELECTRIC
- UNDERGROUND TELEPHONE
- UNDERGROUND WATER LINE

LAND SURVEYOR'S CERTIFICATE

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

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



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

THE FLOUR MILL

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



LANDMARK
SURVEYING & MAPPING

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

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



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	December 19, 2023

ITEM

Ordinance 2023-21 An Ordinance of the City Council of the City of Salida, Colorado, Reappointing and Setting Compensation for Cheryl Hardy-Moore as Municipal Court Judge for a Two Year Term Commencing January 1, 2024 and Running Through December 31, 2025, Second Reading

BACKGROUND

Section 2-5-30 of the Salida Municipal Code provides that the City Council will appoint a qualified judge to preside over the Municipal Court. The SMC states:

Sec. 2-5-30. - Appointment and qualification of Municipal Judge.

The Municipal Court shall be presided over by a Municipal Judge who shall be appointed to office for a two-year term in accordance with Section 13-10-105, C.R.S., unless removed during such term by the City Council in accordance with Section 13-10-105(2), C.R.S. The Municipal Judge must also be a resident and qualified elector of the County or of a county adjoining the County. Additional judges as may be needed to transact the business of the Court may be appointed by the City Council for such terms as necessary.

Judge Cheryl Hardy-Moore was appointed to the position of Municipal Court Judge in January of 2016 for an initial term of two years. She has been reappointed to the position in January of 2018, January 2020 and January 2022, with the last rate of pay set at \$1,700 per month. During the reappointment process in 2022, the City Council set the Judge's compensation via ordinance (Ordinance 2021-20), which is required per the SMC, which states:

Sec. 2-5-40. - Compensation of Judge.

The compensation of the Municipal Judge shall be an annual salary in an amount set by ordinance of the City Council, and shall be payable monthly.

Judge Hardy-Moore has expressed interest in remaining in the position as Municipal Court Judge. The proposed Ordinance 2023-21, if approved via Emergency Ordinance, would become effective on January 1, 2024, which is prior to the January Municipal Court date. The Independent Contractor Services Agreement is attached as Exhibit A.

FISCAL NOTE

The fiscal impact of this Ordinance would be \$20,400 annually (monthly compensation of \$1,700). This amount has been budgeted for in the 2024 Annual Budget for the City of Salida.

STAFF RECOMMENDATION

Staff believes it is appropriate to refrain from making a recommendation on this matter, as the Municipal Court Judge is a direct report to the City Council and should enjoy independence from Administration.

SUGGESTED MOTION

A City Councilmember should state, "I move to approve Ordinance 2023-21, reappointing Cheryl Hardy-Moore as Municipal Court Judge for a two-year term", followed by a second and a roll call vote.

**CITY OF SALIDA, COLORADO
ORDINANCE NO. 2023-21
(Series of 2023)**

**AN EMERGENCY ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF
SALIDA, COLORADO REAPPOINTING AND SETTING COMPENSATION FOR
CHERYL HARDY-MOORE AS MUNICIPAL COURT JUDGE FOR A TWO-YEAR
TERM COMMENCING JANUARY 1, 2024 AND
RUNNING THROUGH DECEMBER 31, 2025**

WHEREAS, Salida Municipal Code § 2-5-30 provides that the Municipal Court Judge shall be appointed by a majority vote of the members of the Salida City Council to serve a two-year term in accordance with C.R.S. § 13-10-105; and

WHEREAS, Salida Municipal Code § 2-5-30 further provides that the Municipal Court Judge shall serve a term of two (2) years, unless earlier removed from office; and

WHEREAS, the compensation of the Municipal Court Judge is set by Ordinance pursuant to Salida Municipal Code § 2-5-40; and

WHEREAS, Cheryl Hardy-Moore has performed the duties of Municipal Court Judge for the City of Salida conscientiously and appropriately during her past terms and she has indicated an interest in serving for an additional term; and

WHEREAS, the Salida City Council desires to reappoint Cheryl Hardy-Moore as Municipal Court Judge; and

WHEREAS, the City Council deems and declares that the need to appoint the Municipal Court Judge constitutes an emergency requiring expedited adoption procedures to preserve the City's ability to operate the Municipal Court session to be held on January 19, 2024; and

WHEREAS, this Ordinance shall be deemed and declared an emergency measure necessary to the immediate preservation of the public health or safety.

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

1. The aforementioned recitals are hereby fully incorporated herein.
2. Based upon past performance in the position and her willingness to serve again, the Salida City Council hereby appoints Cheryl Hardy-Moore as Municipal Court Judge for a term of two (2) years expiring December 31, 2025, and setting the Municipal Court Judge's salary at \$1,700 per month.
3. This appointment shall be subject to execution of the contract for services attached hereto as **Exhibit A** and incorporated herein by this reference.

4. Declaring an Emergency pursuant to C.R.S. § 31-16-105, it is hereby declared that, in the opinion of the Salida City Council, an emergency exists; that there is a need for the immediate preservation of the peace, health, and safety of the City of Salida, its residents and its guests; and the immediate appointment of the Municipal Court Judge is necessary to avoid undue delay in Salida Municipal Court proceedings. This ordinance shall be effective immediately upon its adoption.

INTRODUCED ON FIRST READING, FINAL ADOPTED, AND ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the City of Salida by the City Council on the 19th day of December, 2023, and set for second reading and public hearing on the 2nd day of January, 2024.

INTRODUCED ON SECOND READING, FINAL ADOPTED, AND ORDERED PUBLISHED BY TITLE ONLY, upon the affirmative vote of not less than three-fourths (3/4) of the members of the City Council on the 2nd day of January, 2024.

CITY OF SALIDA, COLORADO

By: _____
Dan Shore, Mayor

[SEAL]

ATTEST

City Clerk Erin Kelley

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and executed effective on the 1st day of January, 2024, by and between the CITY OF SALIDA, COLORADO, a Colorado municipal corporation ("City") and CHERYL HARDY-MOORE ("Contractor").

WHEREAS, the City desires that Contractor perform the services of Municipal Court Judge as an independent contractor in accordance with the provisions of this Agreement; and

WHEREAS, Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the parties hereto desire to set forth certain understandings regarding the services in writing.

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

1. **Services.** The City agrees to retain Contractor to provide the following professional services (hereinafter "Services"): (a) serve as Municipal Court Judge for the City of Salida; (b) exercise all powers and duties of Municipal Court Judge called for in the Salida Municipal Code; (c) conduct regular Municipal Court sessions and special sessions for the trial of cases as required; and (d) make and adopt rules and regulations for the conduct of business of the Municipal Court. Contractor warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein.

2. **Compensation.** Compensation to Contractor from the City for Services pursuant to this Agreement shall be One-Thousand Seven Hundred Dollars (\$1,700) per month, payable monthly.

3. **Term.** The Term of this Agreement shall be from the date first written above until December 31, 2025, or until the Agreement is terminated pursuant to Section 10 of this Agreement.

4. The position of Municipal Court Judge requires that the Contractor be an attorney with an active license to practice law in the State of Colorado. Contractor shall maintain an active law license at all times pertinent to this Agreement.

5. The Municipal Court Judge shall, as an attorney, be bound by the Colorado Rules of Professional Responsibility. The Municipal Judge, as a part time judge, shall be familiar with and guided by the Colorado Code of Judicial Ethics.

6. **Outside Support Services and Subcontractor.** Any subcontractors shall be pre-approved by the City. A rate sheet for each sub-contractor shall be provided to the City.

7. **Ownership of Instrument of Service.** The City acknowledges the Contractor's work product, including electronic files, as instruments of professional service. Nevertheless, the

final work product prepared under this Agreement shall become the property of the City upon completion of the services and payment in full of all monies due to the Contractor.

8. **Monitoring and Evaluation.** The City reserves the right to monitor and evaluate the progress and performance of the Contractor to ensure that the terms of this Agreement are being satisfactorily met in accordance with the City's and other applicable monitoring and evaluating criteria and standards. Contractor shall cooperate with the City relating to such monitoring and evaluation.

9. **Independent Contractor.** The parties agree that the Contractor shall be an independent contractor and shall not be considered an employee, agent, or servant of the City for any purpose. Contractor is not entitled to workers' compensation benefits from the City and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement.

10. **Termination.** Contractor may be removed from their term of office only for cause. Contractor may be removed for cause if:

- a. She is found guilty of a felony or any other crime involving moral turpitude; or
- b. She has a disability which interferes with the performance of her duties and which is or is likely to become of permanent character; or
- c. She has willfully or persistently failed to perform her duties; or
- d. She is habitually intemperate; or
- e. The municipality required the judge, at the time of appointment, to be a resident of the municipality, or county in which the municipality is located, and she subsequently becomes a nonresident of the municipality or the county during her term of office; or
- f. She fails to maintain an active bar license as an attorney in the State of Colorado.

11. **Entire Agreement.** This Agreement, along with any addendums and attachments hereto, constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

12. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado, and venue for any action instituted pursuant to this Agreement shall be in the County of Chaffee, State of Colorado.

13. **Authority.** Each person signing this Agreement, and any addendums or attachments hereto, represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

14. **Governmental Immunity Act.** No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*

15. **Assignability.** Contractor shall not assign this Agreement without the City's prior written consent.

16. **Binding Effect.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and assigns.

17. **Survival Clause.** The "Indemnification" provision set forth in this Agreement shall survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.

18. **Severability.** In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

19. **Notices.** Any written notices required to be given under this Agreement shall be delivered as follows:

To the City: City Administrator
City of Salida
448 E. 1st Street, Suite 112
Salida, CO 81201
719-530-2629

Copy to: Wilson Williams LLP
1314 Main Street, Suite 101
Louisville, CO 80027

To the Contractor: Cheryl Hardy-Moore
31 Silver Spruce Drive
Salida, CO 81201
970-846-1251

20. **Authority.** Each person signing this Agreement, and any addendums or attachments hereto, represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

21. **Attorneys' Fees.** Should this Agreement become the subject of litigation between the City and Contractor, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys' fees and expert witness fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF SALIDA, COLORADO

By: _____
Dan Shore, Mayor

[SEAL]

ATTEST

City Clerk Erin Kelley

CONTRACTOR:

By: _____
Cheryl Hardy-Moore, Municipal Court Judge

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Agreement for Professional Services was acknowledged before me this
___ day of _____, 202__ by Cheryl Hardy-Moore.

Witness my hand and official seal.

My commission expires: _____.

Notary Public



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
City Clerk	Erin Kelley - City Clerk	January 2, 2024

ITEM

Resolution 2024-01 A Resolution Designating the Place for the Posting of Public Notices for City Council meetings and other City business.

BACKGROUND

At the first meeting of each year, the posting place for public notices is designated. In 2019, Colorado House Bill 19-1087 was passed, which allows municipalities to designate, as its official place for the posting of public notices pursuant to the Open Meetings Law, the local government's website, which are accessible to the public at no charge, with the provision that should there be problems with the website, internet or other, staff can have the option to physically post public notices at the bulletin boards as has been done prior.

FISCAL NOTE None

STAFF RECOMMENDATION

It is recommended that Council approve Resolution 2024-01, designating the City's website the place for the posting of public notices.

SUGGESTED MOTION

A Councilperson should move to "approve Resolution 2024-01 designating the place for the posting of public notices for City Council meetings and other City business", followed by a second.

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 01
(Series 2024)**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO
DESIGNATING THE PLACE FOR THE POSTING OF PUBLIC NOTICES FOR CITY
COUNCIL MEETINGS AND OTHER CITY BUSINESS**

WHEREAS, Section 24-6-402(2)(c), C.R.S. of the Colorado Open Meetings Law requires the City to annually designate the place or places at which the City shall post notices of City meetings and other public notices; and

WHEREAS the City Council desires to designate the following place for the posting of public notices for the convenience of the public.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO, that the following public place shall be and is hereby designated for the posting of notices for public meetings and other City business:

1. All notices of meetings subject to the Colorado Open Meetings Law shall be posted on this page of the City website at this address: cityofsalida.com, pursuant to C.R.S. Section 24-6-402(2)(c)(III). The City Clerk or his/her designee shall be responsible for posting the required notices no later than twenty-four (24) hours prior to each meeting. All meeting notices shall include specific agenda information, where possible.
2. Pursuant to C.R.S. Section 24-6-402(2)(c)(III), should the City Clerk or his/her designee be unable to post a notice online in exigent or emergency circumstances such as a power outage or interruption in internet service that prevents the public from accessing the notice online, said notice shall be posted on the bulletin board located in the lobby at City Hall, 448 East 1st Street, Suite 112, Salida, Colorado and the bulletin board located at the C Street entrance of the Toubert Building, 448 East 1st Street, Salida, Colorado.

RESOLVED, APPROVED and ADOPTED this 2nd day of January, 2024.

CITY OF SALIDA

[SEAL]

By: _____
Dan Shore, Mayor

ATTEST:

By: _____
City Clerk



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Sara Law - Deputy City Clerk	January 2, 2024

ITEM

Resolution 2024-02 Citizen Appointments to the Sustainability Committee

BACKGROUND

In 2023, the City Council passed Ordinance 2023-15 to establish the Sustainability Committee as an official advisory body to the City Council. In accordance with Section 2-18-10 of the Salida Municipal Code, the City Council shall select and appoint person(s) to serve as members of the City of Salida Sustainability Committee.

The Sustainability Committee shall consist of five to nine appointed members, eight of whom shall be appointed by the City Council and one who shall be appointed by the Board of County Commissioners. Further, one member shall be a youth representative within the age range of 14 to 18 years of age.

The terms of office of all appointed Committee members shall be staggered so that no more than two vacancies normally occur in any two-year period. The original members shall serve as follows: Three appointee shall serve a one-year term; Three appointees shall serve two-year terms; Three appointees shall serve three-year terms:

Applicants

Anna Edgren
John Dold
Melanie Gabe
David Keyser
Julie Mach
Michelle Putz
Eileen Rogers
Jane Templeton
Nathan Ward
Megan Witherspoon

Recently, staff advertised for the Commission vacancies in the Mountain Mail. At the January 2, 2024 work session, Council reviewed the applications and interviewed the applicants that were present.

STAFF RECOMMENDATION

Staff is recommending Council appoint seven candidates to the Sustainability Committee. We are waiting to hear back from ETC on their youth recommendation and will bring that forward to Council on a future date.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Sara Law - Deputy City Clerk	January 2, 2024

SUGGESTED MOTION

A Council person should make a motion “to approve Resolution 2024-02, a resolution of the City Council for the City of Salida, Colorado approving the following appointments to the Sustainability Commission:

1. The City Council hereby appoints _____ as a one year member of the Salida Sustainability Committee; term to expire January 2, 2025.
2. The City Council hereby appoints _____ as a two year member of the Salida Sustainability Committee; term to expire January 2, 2026.
3. The City Council hereby appoints _____ as a two year member of the Salida Sustainability Committee; term to expire January 2, 2026.
4. The City Council hereby appoints _____ as a two year member of the Salida Sustainability Committee; term to expire January 2, 2026.
5. The City Council hereby appoints _____ as a three year member of the Salida Sustainability Committee; term to expire January 2, 2027.
6. The City Council hereby appoints _____ as a three year member of the Salida Sustainability Committee; term to expire January 2, 2027.
7. The City Council hereby appoints _____ as a three year member of the Salida Sustainability Committee; term to expire January 2, 2027.

CITY OF SALIDA, COLORADO
RESOLUTION NO. 02
(Series of 2024)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,
 APPROVING CITIZEN APPOINTMENTS TO THE SUSTAINABILITY COMMITTEE
 PURSUANT TO SECTION 2-18-10 OF THE SALIDA MUNICIPAL CODE.**

WHEREAS, in accordance with Section 2-18-10 of the Salida Municipal Code (“SMC”), the City Council shall select and appoint person(s) to serve as members of the City of Salida Sustainability Committee and

WHEREAS, the Sustainability Committee (the “Committee”) shall consist of five to nine appointed members, eight of whom shall be appointed by the City Council and one who shall be appointed by the Board of County Commissioners. Further, one member shall be a youth representative within the age range of 14 to 18 years of age, the City Council wishes to fill the vacancy for prescribed terms; and

WHEREAS, the City Council appreciates the service these members of the community have devoted to bettering Salida through participation on the Sustainability Committee; and

WHEREAS, in accordance with Section 2-18-10 of the Salida Municipal Code (“SMC”), the City Council shall confirm the appointments by majority vote.

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

1. The City Council hereby appoints _____ as a one year member of the Salida Sustainability Committee; term to expire January 2, 2025.
2. The City Council hereby appoints _____ as a one year member of the Salida Sustainability Committee; term to expire January 2, 2025.
3. The City Council hereby appoints _____ as a two year member of the Salida Sustainability Committee; term to expire January 2, 2026.
4. The City Council hereby appoints _____ as a two year member of the Salida Sustainability Committee; term to expire January 2, 2026.
5. The City Council hereby appoints _____ as a two year member of the Salida Sustainability Committee; term to expire January 2, 2026.
6. The City Council hereby appoints _____ as a three year member of the Salida Sustainability Committee; term to expire January 2, 2027.
7. The City Council hereby appoints _____ as a three year member of the Salida Sustainability Committee; term to expire January 2, 2027.
8. The City Council hereby appoints _____ as a three year member of the Salida Sustainability Committee; term to expire January 2, 2027.

RESOLVED, APPROVED, AND ADOPTED this 2nd day of January, 2024.

CITY OF SALIDA, COLORADO

By

Mayor Dan Shore

[SEAL]
ATTEST:

City Clerk/Deputy City Clerk



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Sara Law - Deputy City Clerk	January 2, 2024

ITEM

Resolution 2024-03 Citizen Appointments to the Tree Board

BACKGROUND

In accordance with Section 2-12-10 of the Salida Municipal Code, the City Council shall select and appoint person(s) to serve as members of the City of Salida Tree Board. The Tree Board shall consist of a minimum of three members. The term of appointed members shall be two years.

Applicants

Josef Bartels
Karen Duquette
Jake Jacobson
Marilyn Moore
Michelle Putz
Ben Tiefenbrun

Recently, staff advertised for Board vacancies in the Mountain Mail. At the January 2, 2024 work session, Council reviewed the applications and interviewed the applicants that were present.

STAFF RECOMMENDATION

Staff is recommending Council appoint six candidates to the Tree Board.

SUGGESTED MOTION

A Council person should make a motion "to approve Resolution 2024-03, a resolution of the City Council for the City of Salida, Colorado approving the following appointments to the Tree Board:

1. The City Council hereby appoints _____ as a two year member of the Salida Tree Board; term to expire January 2, 2026.
2. The City Council hereby appoints _____ as a two year member of the Salida Tree Board; term to expire January 2, 2026.
3. The City Council hereby appoints _____ as a two year member of the Salida Tree Board; term to expire January 2, 2026.
4. The City Council hereby appoints _____ as a two year member of the Salida Tree Board; term to expire January 2, 2026.
5. The City Council hereby appoints _____ as a two year member of the Salida Tree Board; term to expire January 2, 2026.
6. The City Council hereby appoints _____ as a two year member of the Salida Tree Board; term to expire January 2, 2026.

CITY OF SALIDA, COLORADO
RESOLUTION NO. 03
(Series of 2024)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING CITIZEN APPOINTMENTS TO THE TREE BOARD PURSUANT TO SECTION 2-12-10 OF THE SALIDA MUNICIPAL CODE.

WHEREAS, in accordance with Section 2-12-10 of the Salida Municipal Code (“SMC”), the City Council shall select and appoint person(s) to serve as members of the City of Salida Sustainability Committee and

WHEREAS, The Tree Board shall consist of a minimum of three (3) members. The term of appointed members shall be two (2) years. In the event that a vacancy shall occur during the term of any member, a successor shall be appointed for the unexpired portion of the term; and

WHEREAS, the City Council appreciates the service these members of the community have devoted to bettering Salida through participation on the Tree Board; and

WHEREAS, in accordance with Section 2-12-10 of the Salida Municipal Code (“SMC”), the City Council shall confirm the appointments by majority vote.

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

1. The City Council hereby appoints _____ as
a two year member of the Salida Tree Board: term to expire January 2, 2026.
2. The City Council hereby appoints _____ as
a two year member of the Salida Tree Board: term to expire January 2, 2026.
3. The City Council hereby appoints _____ as
a two year member of the Salida Tree Board: term to expire January 2, 2026.
4. The City Council hereby appoints _____ as
a two year member of the Salida Tree Board: term to expire January 2, 2026.
5. The City Council hereby appoints _____ as
a two year member of the Salida Tree Board: term to expire January 2, 2026.
6. The City Council hereby appoints _____ as
a two year member of the Salida Tree Board: term to expire January 2, 2026.

RESOLVED, APPROVED, AND ADOPTED this 2nd day of January, 2024.

CITY OF SALIDA, COLORADO

By

Mayor Dan Shore

[SEAL]
ATTEST:

City Clerk/Deputy City Clerk



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	January 2, 2024

ITEM

Resolution 2024-04, A Resolution of the City Council for the City of Salida, Colorado Approving Citizen Appointments to the Harriet Alexander Field – Salida Airport Advisory Board.

BACKGROUND

Through a Memorandum of Understanding, the City of Salida and Chaffee County own and operate Harriet Alexander Field. The 2001 agreement established the Airport Board and gave each entity authority to appoint members to three (3) year terms. In 2015, Resolution 2015-31 increased the number of members to nine (9) and gave the City authority to appoint four (4) voting members. In addition, the City appoints one Council member as a non-voting liaison.

Current appointed members include Jim Barker (term expired 1/31/23), Jim Dickson (term expired 1/31/24) and Rob Dubin (term expired 1/31/24). The fourth seat was not filled. Council Member Critelli serves as Board Liaison.

The City advertised for Board vacancies in the Mountain Mail. At the January 2, 2024 work session, Council reviewed the applications and interviewed the applicants that were present.

Applicants

Jim Barker
Randy Cone
Jim Dickson
Rob Dubin
Michael Marino
Shawn O'Day
James Oglesby
Ardith Phillips
Philip Sterling
Barbara Struble

STAFF RECOMMENDATION

Staff is recommending Council appoint four (4) candidates to the Harriet Alexander Field - Airport Board.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	January 2, 2024

SUGGESTED MOTION

A City Councilmember should state, "I move to approve Resolution 2024-04 A Resolution of the City Council for the City of Salida, Colorado approving the following appointments to the Harriet Alexander Field - Airport Board" followed by a second and a roll call vote.

1. The City Council hereby appoints _____ as a member of the Harriet Alexander Field - Airport Board; term to expire January 31, 2027.
2. The City Council hereby appoints _____ as a member of the Harriet Alexander Field - Airport Board; term to expire January 31, 2027.
3. The City Council hereby appoints _____ as a member of the Harriet Alexander Field - Airport Board; term to expire January 31, 2027.
4. The City Council hereby appoints _____ as a member of the Harriet Alexander Field - Airport Board; term to expire January 31, 2027.

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 04
(Series 2024)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA,
COLORADO, APPROVING CITIZEN APPOINTMENTS TO THE HARRIET
ALEXANDER FIELD – SALIDA AIRPORT ADVISORY BOARD.**

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

WHEREAS, in accordance with Section 2-7-10 of the Salida Municipal Code, the City Council (“Council”) shall select and appoint person(s) to serve as members of the City’s boards and commissions; and

WHEREAS, the City and Chaffee County jointly own Harriet Alexander Field – Salida Airport, which is governed by an Advisory Board made up of members selected by the Chaffee County Board of Commissioners and the Council; and

WHEREAS, the Council appreciates the service that these members of the community have devoted to bettering Salida and Chaffee County through participation in the Harriet Alexander Field – Salida Airport Advisory Board; and

WHEREAS, in accordance with Section 2-7-10 of the Salida Municipal Code, the Council shall confirm appointments by majority vote.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF SALIDA, COLORADO, AS FOLLOWS:**

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

Section 2. The Salida City Council hereby appoints _____ as a member of the Advisory Board for the Harriet Alexander Field – Salida Airport; term to expire January 31, 2027.

Section 3. The Salida City Council hereby appoints _____ as a member of the Advisory Board for the Harriet Alexander Field – Salida Airport; term to expire January 31, 2027.

Section 4. The Salida City Council hereby appoints _____ as a member of the Advisory Board for the Harriet Alexander Field – Salida Airport; term to expire January 31, 2027.

Section 5. The Salida City Council hereby appoints _____ as a member of the Advisory Board for the Harriet Alexander Field – Salida Airport; term to expire January 31, 2027.

RESOLVED, APPROVED, AND ADOPTED THIS 2nd DAY OF January, 2024.

City of Salida

Dan Shore, Mayor

ATTEST:

City Clerk/Deputy City Clerk



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	January 2, 2024

ITEM

Resolution 2024-05, A Resolution of the City Council for the City of Salida Colorado, Approving the Commercial Lease Agreement for 323 First Street with Salida Bottling Company, LLC

BACKGROUND

The City currently leases a 26,112 square foot lot from Salida Bottling Company, used for downtown parking. This equates to approximately 56 parking spaces on site. The City has leased this property since 2016. The owner has agreed that paid parking can be implemented in the lot, per a contract between the City of Salida and Interstate Parking.

FISCAL NOTE

The lease rate requested by the property owner is \$4,400 per month for the duration of the lease, a 10% increase over the 2023 rate. This amount can be accommodated in the 2024 budget.

STAFF RECOMMENDATION

Staff recommends that the City Council approve Resolution 2024-05.

SUGGESTED MOTION

A City Councilmember should state, "I move to approve Resolution 2024-05, A Resolution of the City Council for the City of Salida Colorado, Approving the Commercial Lease Agreement for 323 First Street with Salida Bottling Company, LLC" followed by a second and a roll call vote.

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 05
(Series 2024)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO
APPROVING THE COMMERCIAL LEASE AGREEMENT
WITH SALIDA BOTTLING COMPANY LLC**

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

WHEREAS, Salida Bottling Company, LLC owns the vacant lot (“Lot”) located at 323 West 1st Street, Salida, Colorado 81201 within City limits;

WHEREAS, the City leased the Lot from Salida Bottling Company, LLC in Calendar Year 2023 for the primary purpose of providing public parking and wishes to continue to lease the Lot in Calendar Year 2024 for the primary purpose of providing public parking;

WHEREAS, the City recognizes that activities in its downtown necessitate public parking and such public parking would benefit the residents, local businesses, customers, and tourists alike; and

WHEREAS, the Salida City Council approves the execution of the Lease Agreement between the City and Salida Bottling Company, LLC, attached hereto as **Exhibit A**.

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

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

Section 2. The Salida City Council hereby approves and authorizes the City to enter into the Lease Agreement, attached hereto as **Exhibit A**.

Section 3. The City hereby approves and authorizes the Mayor to sign the Lease Agreement between the City of Salida and Salida Bottling Company, LLC attached hereto as **Exhibit A**.

RESOLVED, APPROVED, AND ADOPTED this 2nd day of January, 2024.

CITY OF SALIDA

By: _____
Dan Shore, Mayor

[SEAL]

ATTEST: _____
City Clerk/Deputy City Clerk

Exhibit A

Lease Agreement between the City of Salida and Salida Bottling Company, LLC

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is made and effective January 1, 2024, by and between Salida Bottling Company LLC ("Landlord") and City of Salida Colorado, a Colorado municipal corporation ("Tenant").

Landlord is the owner of the vacant lot ("Lot") located at 323 West 1st Street, Salida, Colorado 81201, measuring approximately 26,112 square feet.

Tenant has been leasing Lot from previous owner since approximately February 2016 and wishes to continue to lease Lot for the primary purpose of providing public parking.

Landlord desires to lease Lot to Tenant, and Tenant desires to lease Lot from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term.

A. Landlord hereby leases Lot to Tenant, and Tenant hereby leases the same from Landlord, under the following terms:

Beginning on the effective date of lease until December 31, 2024, thereafter month-to-month.

2. Rent.

Tenant shall pay Landlord four thousand four hundred dollars (\$4,400) monthly on or before the first day of each month.

3. Use

Tenant intends to use Lot as a public parking area, however Tenant may use lot for parking for its employees, vehicle or other storage, storage of removed snow or other materials, staging of equipment for public events, vehicle impoundment or any other reasonable purpose it desires to manage its operations.

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

When the Lot is being used as a public parking area, Tenant may charge a fee for parking without further compensation to Landlord beyond the agreed upon rent. Should Tenant wish to charge a parking fee, Tenant shall comply with all other provisions of this Lease Agreement.

Furthermore, if Tenant uses Lot for removed snow, it shall do so in a manner that doesn't result in street flooding or that impedes public right of ways or encroaches on adjacent properties or easements. If Tenant stores dirt or other landscaping materials it shall do so in a manner that doesn't generate excessive dust or debris and should be done in an organized and tidy fashion.

Unless used for exceptional or emergency situations, and if Tenant uses Lot for purpose other than public parking, any large vehicle movement on and off of Lot should be done between the hours of 7 a.m. and 9 p.m. Tenant will use its best efforts to ensure that any overnight parking in Lot is limited to one night and that, other than storage of its owned or leased vehicles and/or or vehicle impoundment, Lot shall not be used for long term parking of vehicles.

4. Sublease and Assignment.

Tenant shall not assign or sublet Lot.

5. Repairs and Maintenance

During the Lease term, Tenant shall maintain Lot at its expense in a manner that doesn't pose a public safety threat or risk to vehicles parked in Lot. This shall consist primarily of pothole repair. The foregoing notwithstanding Tenant and Landlord acknowledge Lot is unpaved and thus minor potholes will always be present.

Tenant shall keep Lot free of trash and debris at its expense. With Landlord's prior, written consent, Tenant may, but is not obligated to, provide lighting, erect fencing, pave lot, place parking curbs or make any additional improvements it believes are necessary to operate parking operations safely and efficiently.

6. Alterations and Improvements.

With Landlord's prior written consent, Tenant, at Tenant's expense, shall have the right to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of Lot from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. With Landlord's prior written consent, Tenant shall also have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon Lot. At the time of Landlord's approval, Landlord and Tenant must also agree in writing as to whether any such alteration or improvement shall be deemed a permanent fixture which shall remain with Lot upon termination or shall be deemed to be property of Tenant which will be removed upon termination. The parties shall also set forth in writing the conditions or restoration needed for removal of any such improvement. In the absence of any such written agreement, all improvements and fixtures shall constitute the sole property of the Landlord. Provided that the procedures herein are observed, all personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on Lot by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease or upon termination of this Lease, provided that all damage to Lot caused by such removal shall be promptly repaired by Tenant at Tenant's expense.

7. Property Taxes.

Landlord shall pay, prior to delinquency, all general real estate taxes, sales and use taxes, and installments of special assessments coming due during the Lease term on the Leased Premises, and Tenant shall pay all personal property taxes with respect to Tenant's personal property at the Leased Premises.

8. Insurance.

A. If Lot is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Tenant shall at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the activities of its use, through a private insurer or through an intergovernmental agency, with the premiums thereon fully paid on or before due date. Such insurance shall afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph upon execution of this Lease. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration.

C. Lessor shall not be liable for any injury or damages to any property or to any person on or about the Lot nor for any injury or damage to any property of Tenant.

9. Utilities.

There are not currently any utilities on the Lot, however should Tenant desire to make, and Landlord approve of any alterations or improvements that may result in the installation of any utilities Tenant will be responsible for the cost of installing such utilities, along with the payment of any utility bills.

10. Signs.

Following Landlord's consent, Tenant shall have the right to place on Lot any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or offensive. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant. Landlord shall have the right to place on Lot any signs that are compliant with city ordinances regarding size and content, and are for the express purpose of either marketing the lot for sale or future lease, or related to development of the Lot including but not limited to public notices related to hearings or proposed ordinances, display of permits related to development, or promotion of political campaigns specifically related to the development of the property. Any such signs erected by Landlord shall not interfere with Tenant's ability to use Lot for its intended use.

11. Entry.

Landlord shall have the right to enter Lot at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on Lot.

12. Termination.

This Lease may not be terminated by either party prior to December 31, 2024. Thereafter either party may terminate Lease with 60 days written notice.

13. Tenant option to rent portion of Lot.

Landlord may contemplate development of Lot in the future, but no sooner than January 1, 2025. If Landlord only develops a portion of Lot on or after January 1, 2025, Tenant shall have option to continue to lease the undeveloped portion of Lot on terms mutually agreeable to both parties. Landlord shall give Tenant at least 60 days' notice of plans to develop a portion of the lot.

14. Damage and Destruction.

Subject to Section 8 A. above, if Lot or any part thereof is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of Lot, and if such damage does not render Lot unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that Lot is unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders Lot, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

15. Default.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default continues for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord to pay rent or surrender possession of Lot, Landlord may declare the term of this Lease ended and

proceed to reenter and take possession of the premises and pursue Landlord's remedies in accordance with Colorado law. If default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default continues for fifteen (15) days after notice thereof in writing to Tenant by Landlord to cure the default or surrender possession of Lot (without correction thereof then having been commenced and thereafter diligently prosecuted) Landlord may declare the term of this Lease ended and proceed to reenter and take possession of Lot and pursue Landlord's remedies in accordance with Colorado law. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity, including an action for damages for unpaid rent, property damage, or other damages. Landlord shall use reasonable efforts to mitigate its damages. If Tenant is in default more than three (3) times in a Calendar year, even if default has been cured, Landlord shall have the right, in its sole discretion, to terminate Lease. In the event that any payment required to be paid by Tenant hereunder is not made within fifteen (15) days of when due, a late fee of \$50 will be due and payable plus \$10 per day after the 6th day.

16. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of Lot during the term of this Lease.

17. Condemnation.

If any legally constituted authority condemns Lot or such part thereof which shall make Lot unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

18. Subordination.

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon Lot and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon Lot, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

19. Security Deposit.

Landlord shall not require a Security Deposit from Tenant

20. Liability and Indemnification.

A. Except as otherwise provided herein, Tenant shall be in exclusive control and possession of Lot from the date this Lease is executed until it is terminated. Landlord shall not be liable for any injury or damages to any property or to any person on or about Lot nor for any injury or damage to any property of the Tenant. Landlord shall not be liable to Tenant for any entry on Lot for inspection or repair purposes.

B. To the fullest extent permitted by applicable law, Tenant shall hold harmless and indemnify Landlord from and against all expenses, liabilities, and claims of every kind and character, including reasonable attorney fees and court costs, incurred, raised, or brought by or on behalf of any person or entity arising out of either: (1) a failure by Tenant to perform any of the terms or conditions of this Lease, (2) Tenant's failure to comply with any law of any governmental authority, or (3) any mechanic's lien pertaining to work, services, or materials contracted for by Tenant or security interest filed against Lot or equipment, materials, or alterations of buildings or improvements thereon which pertains to any indebtedness incurred by Tenant.

21. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Salida Bottling Company LLC
9707 CR 163
Salida, CO 81201

If to Tenant to:

City of Salida
448 East 1st St.
Salida, CO 81201

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

22. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

23. Memorandum of Lease.

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

24. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

25. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

26. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

27. Performance.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant

shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lesser of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

28. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

29. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

30. Governing Law.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Colorado, and all disputes under this Agreement shall be adjudicated in the District Court for Chaffee County.

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

[Landlord Signature]

[Tenant Signature]



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	January 2, 2024

ITEM

Resolution No. 2024-06 – A Resolution of the City Council of the City of Salida, Colorado, Approving an Annexation Agreement with Biker Baker Holdings LLC for the Annexation of Certain Real Property into the City.

BACKGROUND

The applicant Biker Baker Holdings LLC, represented by Rob Gartzman made an application to annex the property located at 6907 C.R. 105.

The request was heard by the Planning Commission on October 23, 2023 and the Commission recommended the site be annexed.

At the October 23, 2023 Planning Commission hearing for the proposed annexation, staff suggested the annexation agreement would include the following conditons:



1. That new residential dwelling units constructed on the property shall meet the inclusionary housing requirements of Article XIII of Chapter 16 of the Salida Municipal Code at the time of building permit submittal.
2. That new residential dwelling units constructed on the property shall meet the requirements of Land Use Code Sec. 16-6-140, Fair Contributions to Public School Sites, at the time of issuance of a building permit.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	January 2, 2024

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

Section 5.4 of the Agreement includes the above three recommended conditions.

STAFF RECOMMENDATION

Staff recommends approval of the annexation agreement for the Flour Mill Annexation.

SUGGESTED MOTION

A council person should make the motion to “approve Resolution 2024-06 approving the Flour Mill Annexation agreement.”

Attachments:

Resolution 2024-06
Flour Mill Annexation Agreement

CITY OF SALIDA, COLORADO
RESOLUTION NO. 06
(Series of 2024)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING AN ANNEXATION AGREEMENT WITH BIKER BAKER HOLDINGS LLC FOR THE ANNEXATION OF CERTAIN REAL PROPERTY INTO THE CITY.

WHEREAS, Biker Baker Holdings LLC are the “Owners” of certain real property located at 6907 C.R. 105, in unincorporated Chaffee County, Colorado (the “Property”); and

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

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

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

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

1. Incorporation of Recitals. The City incorporates the foregoing recitals as findings and determinations by the City Council.
2. Enactment. The City Council finds it is in the best interests of the City, approves the attached Annexation Agreement, and authorizes the Mayor to sign it.

RESOLVED, APPROVED AND ADOPTED this _____ day of January, 2024.

CITY OF SALIDA, COLORADO

Dan Shore, Mayor

[SEAL]

ATTEST:

City Clerk/Deputy City Clerk

BIKER BAKER HOLDINGS LLC ANNEXATION AGREEMENT

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

Section 1 - Recitals

- 1.1 The Annexor is the fee title owner of 100% of certain lands known as the “Flour Mill Annexation” and more particularly described on attached **Exhibit A**, which is incorporated herein by this reference (the “Property”).
- 1.2 The Property is contiguous to the current municipal boundaries of the City and contains approximately 2 acres, more or less, in unincorporated Chaffee County, Colorado.
- 1.3 The Annexor desires to have the Property annexed to the City, and the City desires to annex the Property on the terms and conditions set forth herein.
- 1.4 Under Colorado law, the City may not annex the Property without the consent of the Annexor.
- 1.5 On September 13, 2023, the Annexor filed with the City Clerk a petition for annexation of the Property (“Annexation Petition”).
- 1.6 The City has determined that the Annexation Petition complies with the Colorado Municipal Annexation Act of 1965, as amended, Colorado Revised Statutes sections 31-12-101 through -123 (the “Annexation Act”), and Article IX of the City’s Land Use and Development Code.
- 1.7 The City has accepted the Annexation Petition, has given all notices and conducted all hearings required by the Annexation Act, has determined that the Property is eligible for annexation to the City, and has made all necessary findings in support of the annexation of the Property.
- 1.8 On October 23, 2023, the Salida Planning Commission held a public hearing and reviewed the annexation map and all required supportive information and has submitted a written recommendation to the City Council to approve the proposed annexation.
- 1.9 On December 5, 2023 the City Council adopted Ordinance No. 2023-17 annexing the Property to the City; and Ordinance No. 2023-18, zoning the Property as High Density Residential (R-3).
- 1.10 The City and the Annexor desire to enter into this Agreement to set forth their agreements concerning the terms and conditions of the annexation of the Property to the City and the zoning and development of the Property.
- 1.11 The City and the Annexor acknowledge that the terms and conditions hereinafter set forth are reasonable; within the authority of each to perform; necessary to protect, promote, and enhance the

health, safety, and general welfare of the residents and property owners of the City; and mutually advantageous.

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

Section 2 – Definitions

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

- 2.1 “Agreement” means this Annexation Agreement. The Recitals in Section 1 above are fully incorporated into this Agreement and made a part hereof by this reference.
- 2.2 “Annexation Act” means sections 31-12-101 through -123, Colorado Revised Statutes.
- 2.3 “Annexation Petition” means the Petition for Annexation of the Property filed of record with the City Clerk on September 13, 2023.
- 2.4 “Annexor” means Biker Baker Holdings LLC, and the successor(s), assigns and agent(s).
- 2.5 “City” means the City of Salida, a Colorado statutory City.
- 2.6 “City Code” means the City of Salida Municipal Code (SMC).
- 2.7 “City Council” means the City Council of the City of Salida, Colorado.
- 2.8 “Effective Date” means the date on which City Council adopted a resolution approving the execution of this Agreement. On the Effective Date, this Agreement will become binding upon and enforceable by the City and the Annexor.
- 2.9 “Final Annexation Approval” means that all of the following have occurred:
 - 2.9.1 City Council has adopted a resolution approving the execution of this agreement;
 - 2.9.2 The effective date of Ordinance No. 2023-17, annexing the Property to the City, has occurred; and
 - 2.9.3 The effective date of Ordinance No. 2023-18, zoning the Property as High Density Residential (R-3) has occurred.
- 2.10 “Property” means the land that is described as the Flour Mill Annexation in the Annexation Petition and that is legally described in attached **Exhibit A**.
- 2.11 “Reimbursable Costs and Fees” means all fees and costs incurred by the City in connection with the City’s processing and review of the proposed annexation, including without limitation

processing and review of the Annexation Petition, zoning applications, and development proposals; and the City's drafting, review, and execution of this Agreement.

Section 3 – Purpose of Agreement and Binding Effect

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

Section 4 – Annexation of Property

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

Section 5 – Terms and Conditions for Annexation of Property

- 5.1 All terms and conditions imposed by this Agreement are in addition to and not in place of any and all requirements of the City Code, the Annexation Act, and all other applicable laws and regulations.
- 5.2 Annexation of the Property to the City will not be effective until both of the following conditions have been met:
 - 5.2.1 The Annexor and the City have mutually executed and delivered this Agreement; and
 - 5.2.2 Final Annexation Approval has occurred.
- 5.3 Zoning of Property.
 - 5.3.1 On October 23, 2023, the Salida Planning Commission recommended zoning the Property as High Density Residential (R-3).
 - 5.3.2 At its December 5, 2023 meeting, the City Council approved zoning the Property as High Density Residential (R-3).
 - 5.3.3 Nothing in this Agreement limits, restricts, or abrogates in any way, and this Agreement is not to be construed to limit, restrict, or abrogate in any way, the power or authority of the City to rezone the Property or any portion thereof at any time after annexation, either on the

City's own motion or in response to a zoning petition.

5.4 Development of Property.

- 5.4.1 The Property has an existing single-family residence.
- 5.4.2 New residential dwelling units constructed on the Property shall meet the inclusionary housing requirements of Article XIII of Chapter 16 of the Salida Municipal Code applicable at the time of building permit submittal.
- 5.4.3 Annexor agrees to pay at the time of building permit all applicable fees for the Property in the amounts set forth pursuant to the Salida Municipal Code, or as hereafter amended, namely the building plan review; water and sewer system development fees; and the Fair Contribution to School Sites per Section 16-6-140 of the Salida Municipal Code (SMC).
- 5.4.4 Annexor agrees that for any new residential dwelling units constructed on the Property a fee in lieu of open space shall be provided, in an amount then in effect, at the time of issuance of a building permit for new residential units constructed.

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

- 5.4.5 Water and Wastewater Service. The City shall provide water and wastewater treatment services to the Property upon the same basis as such services are provided to other properties within the City, subject to the rules and regulations given in Section 13 of the City Code, as it exists now and as it may be amended.
- 5.5.2 Fire Protection Services. The City shall provide fire protection services to the Property upon the same basis as such services are provided to other properties within the City.
- 5.5.3 Police Services. The City shall provide police services to the Property upon the same basis as such services are provided to other property within the City.
- 5.5.4 Electric, Natural Gas, Telephone, Cable TV, and Other Utility Services. The City does not provide electric, natural gas, telephone, or cable TV facilities or services. Such services are available within the City from private entities. The extension of such services to the Property is not the obligation or responsibility of the City.
- 5.5.5 Streets and Roads. Within its municipal boundaries, the City shall maintain any duly dedicated and accepted public streets and roads that serve the Property, both on- and off-site, upon the same basis as such services are provided to other properties within the City.

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

- 5.6.1 Annexor's Reimbursement of Processing Fees. The Annexor shall reimburse the City for all fees and actual costs incurred by the City in connection with the City's processing and review of the proposed annexation, including without limitation processing and review of the Annexation Petition, zoning applications, and development proposals, and the City's drafting, review, and execution of this Agreement ("Reimbursable Costs and Fees"). The Reimbursable Costs and Fees include but are not limited to the City's costs incurred for engineering, surveying, and legal services, including the services of outside City consultants and/or counsel; recording fees; printing and publication costs; and any and all other reasonable costs incurred by the City. Interest will be imposed at rate of 1.5% per month on all balances not paid to the City within thirty (30) days of the effective date of the City's invoicing of the Annexor for the Reimbursable Costs and Fees, with that effective date determined in accordance with Section 9.8 below. In addition to any and all remedies available to the City and in the event the City is forced to pursue collection of any amounts due and unpaid under this provision or under this Agreement, the City shall be entitled to collect attorney's fees and costs incurred in said collection efforts in addition to the amount due and unpaid.
- 5.6.2 Payment of Currently Existing Fees as a Condition of Annexation. The Annexor shall pay to the City any fees required to be paid under this Agreement or the currently existing City Code, regardless of whether the relevant provisions of the City Code are later amended, repealed, or declared to be invalid. Payment of such fees pursuant to this Agreement is agreed to by and between the Parties as a condition of the annexation, and as a pre-condition to any development review. The Annexor further agrees not to contest any ordinance imposing such fees as they pertain to the Property.

Section 6 – Zoning

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

Section 7 – Breach by Annexor and City's Remedies

- 7.1 In the event of a breach of any of the terms and conditions of this Agreement by the Annexor, the City may take any action necessary or appropriate to enforce its rights, including without limitation any or all of the following:
- 7.1.1 The refusal to issue any building permit or Certificate of Occupancy to the Annexor; provided, however, that this remedy will be unavailable to the City until after the affidavit described in Section 7.1.2 below has been recorded; and provided further that this remedy

will not be available against a bona fide third party.

7.1.2 The recording with the Chaffee County Clerk and Recorder of a first affidavit approved in writing by the City Attorney and signed by the City Administrator or the City Administrator's designee, declaring that the terms and conditions of this Agreement have been breached by the Annexor. At the next regularly scheduled City Council meeting following recording of such first affidavit, the City Council shall either approve the filing of said first affidavit or direct the City Administrator to file a second affidavit declaring that the default has been cured and nullifying the first affidavit. Upon the recording of a first affidavit, no parcels or portions thereof on the Property may be sold until the default has been cured. An affidavit signed by the City Administrator or the City Administrator's designee and approved by the City Council declaring that the default has been cured will remove this restriction and be sufficient evidence when recorded that the default has been cured.

7.1.3 The refusal to allow further development review for the Property.

7.1.4 Any other remedy available in equity or at law.

7.2 Unless immediate action is necessary to protect the health, safety, or welfare of the City's residents, the City shall give the Annexor ten (10) days' written notice of the City's intent to take any action under this Section 7, during which 10-day period the Annexor may cure the breach described in said notice and prevent further remedial action by the City. In the event the breach is not cured within the 10-day period, the City will consider whether the Annexor has undertaken reasonable steps to timely complete the cure if additional time is required.

7.3 The District Court of the County of Chaffee, State of Colorado, will have exclusive jurisdiction to resolve any dispute over this Agreement.

7.4 Any waiver by the City of one or more terms of this Agreement will not constitute, and is not to be construed as constituting, a waiver of other terms. A waiver of any provision of this Agreement in any one instance will constitute, and is not to be construed as constituting, a waiver of such provision in other instances.

Section 8 – Indemnification and Release

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

8.2 Indemnification.

8.2.1 The Annexor shall release the City, and the City's officers, agents, employees, and their designees, from and against any and all claims, damages, losses, and expenses, including but not limited to attorneys' fees and costs, arising from or in connection with the following: (a) the City's approval of the proposed annexation, (b) the City's approval of the proposed zoning, (c) any approval given during development review of the Property; (d) except to the extent of any actual negligence on the part of the City, and the City's officers, agents, employees, and their designees, any road or sidewalk enlargement, extension, realignment, improvement, or maintenance, or approval thereof; or (e) any other item contained in this Agreement.

8.2.2 Nothing in this Agreement obligates or compels the City to proceed with any action or referendum position, other than as the City Council, in its sole discretion, directs.

Section 9 – General Provisions

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

- 9.7 Survival. The City's and the Annexor's representations, covenants, warranties, and obligations set forth herein, except as they may be fully performed before or on the Effective Date, will survive the Effective Date and are enforceable at law or in equity.
- 9.8 Notice. All notices required under this Agreement must be in writing and must be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the Parties as set forth below. All notices so given will be considered effective immediately upon hand-delivery, and seventy-two (72) hours after deposit in the United States Mail with the proper address as set forth below. Either Party by notice so given may change the address to which future notices are to be sent.
- Notice to the City: City of Salida
 Attn: City Administrator and City Attorney
 448 East First Street, Ste. 112 Salida,
 CO 81201
- Notice to the Annexors: Biker Baker Holdings LLC
 Rob Gartzman
 815 G Street
 Salida, CO 81201
- 9.9 Terms and Conditions as Consideration for Annexation. The Annexor acknowledges that the City's decision to annex the Property is at the City's sole discretion. In consideration for the City's agreement to annex, the Annexor agrees to be bound by all of the terms and conditions of such annexation contained herein, and further acknowledges that such terms and conditions are requisite to the City's decision to annex the Property. The Annexor further agrees and acknowledges that its decision to proceed with annexation is a voluntary act of the Annexor, and that the Annexor has the sole and absolute discretion to withdraw its petition for annexation in lieu of such voluntary act.
- 9.10 Applicable Laws, Ordinances, and Regulations. The Annexor understands and agrees that the Property, upon annexation, and all subsequent development of the Property, will be subject to and bound by the applicable provisions of laws, ordinances, resolutions, regulations, and policies of the City or the State as they exist at the time of annexation and as they may from time to time be amended or adopted. Nothing in this Agreement constitutes or is to be construed as constituting a repeal of existing ordinances or regulations, or as a waiver or abnegation of the City's legislative, governmental, or police powers to protect the health, safety, and general welfare of the City and its inhabitants.
- 9.11 Termination. In the event that the annexation of the Property is for any reason not completed, this Agreement will terminate and become null and void and of no force and effect. In such an event, the Annexor shall pay all Reimbursable Costs and Expenses incurred by the City to the time of termination. Otherwise, unless and until the Property is disconnected from the City in accordance with Colorado law, including without limitation sections 31-12-601 through -605, the term of this Agreement is perpetual.

- 9.12 Severability. The terms of this Agreement are severable. If a court of competent jurisdiction finds any provision hereof to be invalid or unenforceable, the remaining terms and conditions of the Agreement will remain in full force and effect.
- 9.13 Recording. The Annexor shall record this Agreement with the Clerk and Recorder of Chaffee County, Colorado.
- 9.14 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, confers or is intended to confer any rights or remedies whatsoever upon any person or entity other than the City, the Annexor, and the Annexor's successor(s).

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

CITY OF SALIDA, COLORADO

By _____
Dan Shore, Mayor

ATTEST:

City Clerk/Deputy City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

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

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

Notary Public

By _____
Biker Baker Holdings LLC
Rob Gartzman

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

Acknowledged, subscribed, and sworn to before me this _____ day of _____ 202____ by
Rob Gartzman as owner of 6907 C.R. 105, Salida, CO 81201.

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

Notary Public

EXHIBIT A

**LEGAL DESCRIPTION
OF A
TRACT OF LAND TO BE ANNEXED**

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

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

THENCE SOUTH 78°47'57" WEST ALONG SAID NORTH RIGHT-OF-WAY OF VANDAVEER RANCH ROAD, A DISTANCE OF 221.72 FEET;

THENCE NORTH 12°14'41" WEST, A DISTANCE OF 383.06 FEET;

THENCE NORTH 73°55'54" EAST, A DISTANCE OF 221.81 FEET TO SAID WESTERN RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO. 105;

THENCE NORTH 12°48'58" WEST A DISTANCE OF 60.18 FEET;

THENCE NORTH 13°53'16" WEST A DISTANCE OF 268.86 FEET;

THENCE NORTHWESTERLY AND DEFLECTING TO THE LEFT, A DISTANCE OF 169.14 FEET ALONG THE ARC OF A CURVE HAVING A RADIUS OF 820.00 FEET, A DELTA ANGLE OF 11°49'07", A CHORD LENGTH OF 168.84 FEET AND A CHORD BEARING OF NORTH 19°46'48" WEST;

THENCE NORTH 25°25'46" WEST A DISTANCE OF 16.62 FEET, THIS AND THE PREVIOUS 3 COURSES ARE ALONG SAID WESTERN RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO. 105;

THENCE SOUTH 88°48'25" EAST A DISTANCE OF 55.88 FEET TO THE EASTERN RIGHT-OF-WAY OF SAID CHAFFEE COUNTY ROAD NO. 105;

THENCE SOUTH 17°20'35" EAST A DISTANCE OF 299.74 FEET;

THENCE SOUTH 14°18'14" EAST A DISTANCE OF 237.32 FEET;

THENCE SOUTH 11°01'56" EAST A DISTANCE OF 251.91 FEET;

THENCE SOUTH 10°39'25" EAST A DISTANCE OF 180.73 FEET, THIS AND THE PREVIOUS 3 COURSES ARE ALONG SAID EASTERN RIGHT-OF-WAY OF SAID CHAFFEE COUNTY ROAD NO. 105;

THENCE SOUTH 78°47'57" WEST A DISTANCE OF 47.24 FEET TO SAID WESTERN RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO. 105 ;

THENCE NORTH 09°55'44" WEST ALONG SAID WESTERN RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO. 105, A DISTANCE OF 66.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.10 ACRES.

Also known by the following address:

6907 County Road 105, Salida, CO 81201

And assessor's schedule or parcel number: 380709100072



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	January 2, 2024

ITEM

Resolution 2024-07, A Resolution of the City Council for the City of Salida Colorado, Approving the Lease Agreement with Chaffee Housing Authority

BACKGROUND

The City currently leases offices in the Touber Building to various tenants, including the Chaffee Housing Authority. This lease expired on April 30, 2022. At the time of the initial agreement, CHA was housed within Chaffee County and the City had waived rent. The City has incurred increasing operational and maintenance costs associated with the Touber Building.

The CHA has begun operating as a stand-alone entity and has plans to move to a new location that will better suit their needs in the coming months.

FISCAL NOTE

The attached Resolution and Lease allows the CHA to utilize the space month to month, rent free until July 1, 2024. If the CHA is still renting space from the City, the rent payment will increase to \$585 per month on or before the 1st day of each calendar month beginning July 1, 2024.

STAFF RECOMMENDATION

Staff recommends that the City Council approve Resolution 2024-07.

SUGGESTED MOTION

A City Councilmember should state, "I move to approve Resolution 2024-07 A Resolution of the City Council for the City of Salida Colorado, Approving the Lease Agreement with Chaffee Housing Authority" followed by a second and a roll call vote.

CITY OF SALIDA, COLORADO
RESOLUTION NO. 07
(Series of 2024)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,
 APPROVING THE LEASE AGREEMENT WITH CHAFFEE HOUSING AUTHORITY**

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

WHEREAS, the City owns and operates the Toubert Building (“Building”) within City limits; and

WHEREAS, in addition to City offices, there are a number of other groups the utilize the space withing the Building; and

WHEREAS, Chaffee Housing Authority is a current Tenant within the Building, and the City desires to keep Chaffee Housing Authority as a tenant within the Building; and

WHEREAS, the Council (“Council”) approves the execution of the Lease Agreement between the City and Chaffee Housing Authority, attached hereto as **Exhibit A**.

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

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

Section 2. The Salida City Council hereby approves and authorizes the City to enter into the Lease Agreement, attached hereto as Exhibit A.

Section 3. The City hereby approves and authorizes the Mayor to sign the Lease Agreement between the City of Salida and Chaffee Housing, attached hereto as **Exhibit A**.

RESOLVED, APPROVED, AND ADOPTED this _____ day of _____, 2024.

CITY OF SALIDA

By: _____

Dan Shore, Mayor

[SEAL]

ATTEST: _____

City Clerk/Deputy City Clerk

Exhibit A

Lease Agreement between the City of Salida and Chaffee Housing Authority

LEASE AGREEMENT

THIS LEASE AGREEMENT, effective as of January 2, 2024, is made by and between the City of Salida, a Colorado Statutory municipality (the “City”), located at 448 E 1st Street, Salida, Colorado 81201 and Chaffee Housing Authority (“Tenant”), located at 448 E 1st Street, Salida, Colorado 81201.

1. Definitions. In this Lease, the words and phrases defined below shall have the meanings indicated:

1.1. “Leased Premises” shall mean an office(s) withing the Touber Building located at 448 E 1st Street, Suite 209, Salida, Colorado, which consists as of the date of this Lease of approximately 368 square feet, as shown in Exhibit A and indicated herein by this reference.

1.2. “Building” shall me the building existing on the Leased Premises as of the date of this Lease.

1.3. “Operational Expenses” shall mean and include all reasonable and actual expenses directly incurred in the management, operation, maintenance, repair and security of the Building, including real and personal property taxes (on furniture and equipment) used in the operation of the Building, property owners assessments, accounting, legal, janitorial, maintenance, guard and other services, power, water, waste disposal and other utilities, insurance and other expenses which under generally accepted accounting principals are regarded as an expense of maintenance and operation.

2. Lease, Term and Termination.

2.1. The City hereby leases the Leased Premises to Tenant on the terms and conditions in this lease.

2.2. Tenant acknowledges having had the opportunity to inspect the Leased Premises, having accepted the Leased Premises “as is,” and that the City makes no representations or warranties of any kind with regard to the condition of the Leased Premises, the Building or the Common Areas.

2.3. The term of this Lease shall be month-to-month starting from the date of approval of this agreement or until terminated by either party.

2.4. This Lease shall be terminated by either party at any time, upon thirty (30) days written notice.

3. Utilities.

3.1. Charges. City shall pay for all utility charges including gas, electricity, water, telephone, data, and any other utility services used by Tenant. City shall pay all such charges directly to the provider of the services.

3.2. Interruption. In no event shall the City be liable for any interruption or failure to the supply of any utility to the Leased Premises.

4. Rent.

4.1. Base Rent.

a. Monthly rent shall be equal to Tenant's pro rata share of the operational expenses of the Building, the cost of which shall be calculated by the City Administrator each month and proposed by the end of the previous month for the subsequent month's rent. Tenant shall pay Rent to the City in the amount of \$585.00 per month on or before the 1st day of each calendar month beginning July 1, 2024.

5. Use of Leased Premises.

5.1. Permissible Uses. Tenant may use the Leased Premises only for typical office and/or business purposes, and for no other purpose whatsoever, except with the City's prior written consent.

5.2. Compliance. Tenant shall, at its sole cost and expense, comply with all laws and regulations of any governmental entity, non-profit, board, commission or agency having jurisdiction over the Leased Premises. Tenant agrees not to install anything that overloads any electrical paneling, circuitry or wiring or structural element of the Building and further agrees to comply with the requirements of the insurance underwriter or any governmental authorities having jurisdiction.

5.3. Limitations. Tenant may not make any use of the Leased Premises that would be prohibited by law or the terms of the Lease.

6. Taxes. Tenant shall be responsible for, and shall pay promptly when due, if applicable, any and all taxes and assessments levied or assessed against any business purpose or function, furniture, fixtures, equipment and items of a similar nature, for which Tenant may be responsible.

7. Maintenance. Tenant shall be responsible for maintenance and repair of the interior portions of Leased Premises, and Tenant shall maintain the Leased Premises in substantially the same condition as at the commencement of the Lease, reasonable wear and tear expected. Tenant shall be responsible for all repairs to the Leased Premises or Property that become necessary due to the intentional or negligent action or inaction of Tenant, Tenant's employees or Tenant's clients, guests or invitees.

8. Insurance. Tenant shall be solely responsible for insuring the Leased Premises, including equipment, furnishings, fixtures, leasehold improvements and contents, against loss resulting from fire, blood or other casualty. In addition, Tenant shall procure, pay for and maintain comprehensive public liability insurance providing coverage from and against any loss or damage occasioned by an accident or casualty on, about or adjacent to the leased Premises with limits of not less than \$1,000,000.00 for injury coverage and \$500,000.00 property damage coverage. Certificates for such insurance shall be delivered to the City and shall provide that said insurance shall not be changed, modified, reduced or cancelled without thirty (30) days prior written notice to the City. The City shall be named as additional insured on all of Tenant's insurance policies.

9. Alterations. Tenant shall not make any alterations to the Leased Premises that affect any structural element or portion of the Building or the Property, without the prior written consent of the City, which may be withheld in its sole discretion.

10. Signs. All signs must meet applicable code regulations and be properly permitted.

11. Damage, Destruction, Condemnation.

11.1. Damage or Destruction. If the Leased Premises or the Building are totally destroyed by fire or other casualty or so badly damaged that, in the opinion of the City, it is not feasible to repair or rebuild, the City may, in its sole discretion, terminate this Lease. If the Leased Premises are partially damaged by fire or other casualty, not caused by Tenant's negligence, and are not rendered unleaseable, as determined by the City, the City will allow an equitable reduction in the rent until repair shall be substantially completed.

11.2. Condemnation. If any more than twenty-five percent (25%) of the Building in which the Leased Premises is located is taken for public purposes by any governmental or other entity having the power of condemnation, the Lease shall terminate as of the date legal title vests in the condemning authority or the date such authority takes possession of the Leased Premises, whichever is earlier. The City shall have the exclusive right to any award made by the condemning authority. Tenant waives and relinquishes any and all claims Tenant may have against such award and all other claims for compensation or damages against the City arising from condemnation.

12. Assignment or Subletting. Tenant may not assign this Lease nor sublet the Leased Premises or any part thereof, without the written consent of the City.

13. Subordination. Tenant acknowledges that this Lease is subordinate to any mortgage, trust deed, or ground lease which may now or later affect the Leased Premises and to any advances made, interest, and all renewals, replacements, and extensions. In the event of the sale or assignment of the City's interest in the Building or in the event of any foreclosure proceedings or the exercise of a power of sale under any mortgage made by the City covering the Leased Premises, Tenant shall attorn to the purchaser and recognize such purchaser as the Lessor and/or Landlord under this Lease.

14. Acts or Omission of Others. The City and its employees and agents, shall not be responsible or liable to Tenant or to Tenant's guests, invitees, employees, agents or any other person or entity, for any loss or damage that may be caused by the acts or omissions of Tenant, its guests or invitees, nor caused by persons who are trespassers on or in the Building, nor for any loss or damaged caused.

15. Interest. Any amount due to the City that is not paid when due shall bear interest at six percent (6%) per annum from the due date until paid in full. Payment of such interest shall not excuse or cure any default by Tenant under this Lease.

16. Notice. All notices, demands and requests that may be or are required to be given by either party to the other shall be in writing. Any notice given by mail shall be effective as of the date of mailing.

16.1. Notice to Tenant. Notices shall be properly given if served personally on Tenant or an employee of Tenant, posed on the Leased Premises or sent by United States mail, to the following address:

Ashely Kappel, Executive Director
Chaffee Housing Authority
448 E 1st Street
Salida, CO 81201

16.2. Notice to the City. Notices shall be properly given if hand delivered to the City Clerk's office or sent by United States mail to the following address:

Erin Kelley, City Clerk
City of Salida
448 E 1st Street
Salida, CO 81201

17. Controlling Law and Venue. This Lease shall be construed consistently with the laws of the State of Colorado, and venue for any legal dispute arising out of this Lease shall be in Chaffee County, Colorado.

18. Partial Invalidity. If any term, covenant or condition of this Lease shall be ruled invalid or unenforceable to any extent, the remainder of this Lease shall not be affected. Each term, covenant, and condition of this Lease shall be valid and shall be enforced to the fullest extent permitted by law.

19. Default – Remedies.

19.1. Monetary Default. Upon Tenant's failure to pay Rent or any other monetary item in full on the due date or by expiration of any grace period provided in this Lease, the City shall give Tenant written notice specifying such breach and allowing fifteen (15) calendar days for cure. If Tenant fails to cure the breach within the notice period, by paying in full all amounts required to cure such breach (including, but not limited to, any interest or late charge which may accrue during the notice period), Tenant shall be in default under this Lease.

19.2. Non-Monetary Default. If Tenant fails to timely perform any non-monetary obligation of this Lease, the City shall give written notice to Tenant specifying such breach and allowing sixty (60) calendar days for cure. Tenant may cure such breach by tendering performance in full as required during such notice period, Tenant may cure by undertaking a course of performance within the notice period and diligently pursuing it. If Tenant fails to cure its breach or to undertake such course of performance within the notice period, Tenant shall be in default under this Lease.

19.3. Remedies. If Tenant shall be in default, the City shall have all remedies as may be available to landlords under applicable law, and may immediately retake possession of the Leased Premises and remove all persons and property therefrom in any manner permitted by applicable law. The City may, at its option, at any time thereafter, relet the Leased Premises or any part thereof of the account of Tenant or otherwise, receive and collect the rents therefore, apply the rent to the payment of expenses as the City may have incurred in recovering possession and for putting the same in good order for re-rental, and expenses, commissions, and charges paid by the City in reletting the Leased Premises. Any reletting may be for the remainder of the term of this Lease or for a longer or shorter period. In lieu of reletting the Leased Premises, the City may occupy the same or cause the same to be occupied by others. Whether or not the Leased Premises or any part is relet, Tenant shall pay the City the rent and all other charges required to be paid by Tenant until the end of the term of this Lease, less the net amount received by the City for reletting, if any. Unless waived by written notice from the City to Tenant, no action taken by the City to obtain possession of the Leased Premises are reoccupied by the City, and regardless of whether the Leased Premises shall be relet or possessed by the City, all fixtures, additions, furnitures, and the like then on the Leased Premises be retained by the City.

19.4. Insolvency or Bankruptcy. If Tenant makes an assignment of Tenant's business or property for the benefit of creditors, or if Tenant's leasehold interest shall be levied upon by execution or seized by virtue of any writ issued by any court, or if a petition in bankruptcy shall be filed by or against Tenant, then, at the City's option, with or without notice, the City may terminate this Lease and immediately retake possession of the Leased Premises without the retaking working a forfeiture of the obligations of Tenant.

19.5. Other Remedies. No one remedy conferred upon or reserved to the City shall be considered exclusive of any other remedy; but all remedies shall be cumulative and in addition to every other remedy now or hereafter existing at law, in equity, or by statute. All powers and remedies given to the City by this Lease may be exercised, from time to time, and as often as occasion may arise or as may be deemed expedient. No delay or omission of the City to exercise any right or power arising from any default shall impair any such right or power or be considered to be a waiver of any rights arising from the default or acquiescence in the default. The acceptance of rent by the City after default shall not be deemed to be a waiver of any breach of the covenants contained in this Lease not of any of the rights of the City.

19.6. Joint and Several Obligations and Liabilities. The obligations and liabilities of all person identified herein as the Tenant are joint and several.

20. Legal Proceedings. In any legal proceedings involving this Lease, the prevailing party shall be entitled to recover from the other, and the court shall specifically award, in addition to any other relief granted, costs and expenses incurred by the prevailing party in such proceedings, including court costs and reasonable fees and disbursements of the prevailing party's legal counsel.

21. Entire Agreement. This Lease and the documents referred to herein set forth all the promises, agreements, conditions, and understandings between the City and Tenant relative to the Leased Premises and there are no promises, agreements, conditions or understandings, either oral or written, between them other than as set forth in this Lease. No modification of this Lease shall be binding upon the parties unless in writing and signed by the parties.

IN WITNESS WHEREOF, the parties hereto have signed this Lease on the dates shown below their respective signatures.

CITY OF SALIDA, a Colorado statutory municipality

By: _____
Dan Shore, Mayor

ATTEST:

By: _____
Erin Kelley, City Clerk

TENANT:

Chaffee Housing Authority

By: _____

Print Name: _____

Title: _____



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	January 2, 2024

ITEM

Resolution 2024-08, A Resolution of the City Council for the City of Salida Colorado, Approving the Lease Agreement with Full Circle Restorative Justice

BACKGROUND

The City currently leases offices in the Toubert Building to various tenants, including Full Circle Restorative Justice. This lease expired on May 29, 2022. At the time of the initial agreement, the City had waived rent, noting this as a \$900 monthly in-kind donation. The City has incurred increasing operational and maintenance costs associated with the Toubert Building.

FISCAL NOTE

The attached Resolution and Lease allows Full Circle Restorative Justice to utilize the space rent free until June 30, 2024. The rent payment will increase to \$625 per month on or before the 1st day of each calendar month beginning July 1, 2024.

STAFF RECOMMENDATION

Staff recommends that the City Council approve Resolution 2024-08.

SUGGESTED MOTION

A City Councilmember should state, "I move to approve Resolution 2024-08, A Resolution of the City Council for the City of Salida Colorado, Approving the Lease Agreement with Full Circle Restorative Justice" followed by a second and a roll call vote.

CITY OF SALIDA, COLORADO
RESOLUTION NO. 08
(Series of 2023)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,
 APPROVING THE LEASE AGREEMENT WITH FULL CIRCLE RESTORATIVE JUSTICE**

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

WHEREAS, the City owns and operates the Toubert Building (“Building”) within City limits; and

WHEREAS, in addition to City offices, there are a number of other groups that utilize the space within the Building; and

WHEREAS, Full Circle Restorative Justice is a current Tenant within the Building, and the City desires to keep Full Circle as a tenant within the Building; and

WHEREAS, the Council (“Council”) approves the execution of the Lease Agreement between the City and Full Circle Restorative Justice, attached hereto as **Exhibit A**.

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

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

Section 2. The Salida City Council hereby approves and authorizes the City to enter into the Lease Agreement, attached hereto as Exhibit A.

Section 3. The City hereby approves and authorizes the Mayor to sign the Lease Agreement between the City of Salida and Full Circle Restorative Justice, attached hereto as **Exhibit A**.

RESOLVED, APPROVED, AND ADOPTED this _____ day of _____, 2024.

CITY OF SALIDA

By: _____

Dan Shore, Mayor

[SEAL]

ATTEST: _____

City Clerk/Deputy City Clerk

Exhibit A

Lease Agreement between the City of Salida and Full Circle Restorative Justice

LEASE AGREEMENT

THIS LEASE AGREEMENT, effective as of January 2, 2024, is made by and between the City of Salida, a Colorado Statutory municipality (the “City”), located at 448 E 1st Street, Salida, Colorado 81201 and Full Circle Restorative Justice (“Tenant”). With a legal business address of 448 E 1st Street, Suite 208, Salida, Colorado 81201.

1. Definitions. In this Lease, the words and phrases defined below shall have the meanings indicated:

1.1. “Leased Premises” shall mean an office(s) withing the Toubert Building located at 448 E 1st Street, Suite 208, Salida, Colorado, which consists as of the date of this Lease of approximately 408 square feet, as shown in Exhibit A and indicated herein by this reference.

1.2. “Building” shall me the building existing on the Leased Premises as of the date of this Lease.

1.3. “Operational Expenses” shall mean and include all reasonable and actual expenses directly incurred in the management, operation, maintenance, repair and security of the Building, including real and personal property taxes (on furniture and equipment) used in the operation of the Building, property owners assessments, accounting, legal, janitorial, maintenance, guard and other services, power, water, waste disposal and other utilities, insurance and other expenses which under generally accepted accounting principals are regarded as an expense of maintenance and operation.

2. Lease, Term and Termination.

2.1. The City hereby leases the Leased Premises to Tenant on the terms and conditions in this lease.

2.2. Tenant acknowledges having had the opportunity to inspect the Leased Premises, having accepted the Leased Premises “as is,” and that the City makes no representations or warranties of any kind with regard to the condition of the Leased Premises, the Building or the Common Areas.

2.3. The term of this agreement shall be for one (1) year starting from the date of approval of this agreement or until terminated by either party. As long as Tenant is in compliance with the terms and conditions of this Lease, this Lease shall be automatically renewed on an annual basis thereafter. Either Party may terminate this agreement upon thirty (30) days written notice, with or without cause.

2.4. This Lease shall be terminated by either party at any time, upon thirty (30) days written notice.

3. Utilities.

3.1. Charges. City shall pay for all utility charges including gas, electricity, water, telephone, data, and any other utility services used by Tenant. City shall pay all such charges directly to the provider of the services.

3.2. Interruption. In no event shall the City be liable for any interruption or failure to the supply of any utility to the Leased Premises.

4. Rent.

4.1. Base Rent.

a. Monthly rent shall be equal to Tenant's pro rata share of the operational expenses of the Building, the cost of which shall be calculated by the City Administrator each year and proposed by the end of the previous year for the subsequent year's rent. For the first year of the Lease, Tenant shall pay Rent to the City in the amount of \$625.00 per month on or before the 1st day of each calendar month, beginning July 1, 2024.

5. Use of Leased Premises.

5.1. Permissible Uses. Tenant may use the Leased Premises only for typical office and/or business purposes, and for no other purpose whatsoever, except with the City's prior written consent.

5.2. Compliance. Tenant shall, at its sole cost and expense, comply with all laws and regulations of any governmental entity, non-profit, board, commission or agency having jurisdiction over the Leased Premises. Tenant agrees not to install anything that overloads any electrical paneling, circuitry or wiring or structural element of the Building and further agrees to comply with the requirements of the insurance underwriter or any governmental authorities having jurisdiction.

5.3. Limitations. Tenant may not make any use of the Leased Premises that would be prohibited by law or the terms of the Lease.

6. Taxes. Tenant shall be responsible for, and shall pay promptly when due, if applicable, any and all taxes and assessments levied or assessed against any business purpose or function, furniture, fixtures, equipment and items of a similar nature, for which Tenant may be responsible.

7. Maintenance. Tenant shall be responsible for maintenance and repair of the interior portions of Leased Premises, and Tenant shall maintain the Leased Premises in

substantially the same condition as at the commencement of the Lease, reasonable wear and tear expected. Tenant shall be responsible for all repairs to the Leased Premises or Property that become necessary due to the intentional or negligent action or inaction of Tenant, Tenant's employees or Tenant's clients, guests or invitees.

8. Insurance. Tenant shall be solely responsible for insuring the Leased Premises, including equipment, furnishings, fixtures, leasehold improvements and contents, against loss resulting from fire, blood or other casualty. In addition, Tenant shall procure, pay for and maintain comprehensive public liability insurance providing coverage from and against any loss or damage occasioned by an accident or casualty on, about or adjacent to the leased Premises with limits of not less than \$1,000,000.00 for injury coverage and \$500,000.00 property damage coverage. Certificates for such insurance shall be delivered to the City and shall provide that said insurance shall not be changed, modified, reduced or cancelled without thirty (30) days prior written notice to the City. The City shall be named as additional insured on all of Tenant's insurance policies.

9. Alterations. Tenant shall not make any alterations to the Leased Premises that affect any structural element or portion of the Building or the Property, without the prior written consent of the City, which may be withheld in its sole discretion.

10. Signs. All signs must meet applicable code regulations and be properly permitted.

11. Damage, Destruction, Condemnation.

11.1. Damage or Destruction. If the Leased Premises or the Building are totally destroyed by fire or other casualty or so badly damaged that, in the opinion of the City, it is not feasible to repair or rebuild, the City may, in its sole discretion, terminate this Lease. If the Leased Premises are partially damaged by fire or other casualty, not caused by Tenant's negligence, and are not rendered unleaseable, as determined by the City, the City will allow an equitable reduction in the rent until repair shall be substantially completed.

11.2. Condemnation. If any more than twenty-five percent (25%) of the Building in which the Leased Premises is located is taken for public purposes by any governmental or other entity having the power of condemnation, the Lease shall terminate as of the date legal title vests in the condemning authority or the date such authority takes possession of the Leased Premises, whichever is earlier. The City shall have the exclusive right to any award made by the condemning authority. Tenant waives and relinquishes any and all claims Tenant may have against such award and all other claims for compensation or damages against the City arising from condemnation.

12. Assignment or Subletting. Tenant may not assign this Lease nor sublet the Leased Premises or any part thereof, without the written consent of the City.

13. Subordination. Tenant acknowledges that this Lease is subordinate to any mortgage, trust deed, or ground lease which may now or later affect the Leased Premises and to any advances made, interest, and all renewals, replacements, and extensions. In the event of the sale or assignment of the City's interest in the Building or in the event of any foreclosure

proceedings or the exercise of a power of sale under any mortgage made by the City covering the Leased Premises, Tenant shall attorn to the purchaser and recognize such purchaser as the Lessor and/or Landlord under this Lease.

14. Acts or Omission of Others. The City and its employees and agents, shall not be responsible or liable to Tenant or to Tenant's guests, invitees, employees, agents or any other person or entity, for any loss or damage that may be caused by the acts or omissions of Tenant, its guests or invitees, nor caused by persons who are trespassers on or in the Building, nor for any loss or damaged caused.

15. Interest. Any amount due to the City that is not paid when due shall bear interest at six percent (6%) per annum from the due date until paid in full. Payment of such interest shall not excuse or cure any default by Tenant under this Lease.

16. Notice. All notices, demands and requests that may be or are required to be given by either party to the other shall be in writing. Any notice given by mail shall be effective as of the date of mailing.

16.1. Notice to Tenant. Notices shall be properly given if served personally on Tenant or an employee of Tenant, posed on the Leased Premises or sent by United States mail, to the following address:

Eric S Lee, Executive Director
Full Circle Restorative Justice
448 E 1st Street
Salida, CO 81201

16.2. Notice to the City. Notices shall be properly given if hand delivered to the City Clerk's office or sent by United States mail to the following address:

Erin Kelley, City Clerk
City of Salida
448 E 1st Street
Salida, CO 81201

17. Controlling Law and Venue. This Lease shall be construed consistently with the laws of the State of Colorado, and venue for any legal dispute arising out of this Lease shall be in Chaffee County, Colorado.

18. Partial Invalidity. If any term, covenant or condition of this Lease shall be ruled invalid or unenforceable to any extent, the remainder of this Lease shall not be affected. Each term, covenant, and condition of this Lease shall be valid and shall be enforced to the fullest extent permitted by law.

19. Default – Remedies.

19.1. Monetary Default. Upon Tenant's failure to pay Rent or any other monetary item in full on the due date or by expiration of any grace period provided in this Lease,

the City shall give Tenant written notice specifying such breach and allowing fifteen (15) calendar days for cure. If Tenant fails to cure the breach within the notice period, by paying in full all amounts required to cure such breach (including, but not limited to, any interest or late charge which may accrue during the notice period), Tenant shall be in default under this Lease.

19.2. Non-Monetary Default. If Tenant fails to timely perform any non-monetary obligation of this Lease, the City shall give written notice to Tenant specifying such breach and allowing sixty (60) calendar days for cure. Tenant may cure such breach by tendering performance in full as required during such notice period, Tenant may cure by undertaking a course of performance within the notice period and diligently pursuing it. If Tenant fails to cure its breach or to undertake such course of performance within the notice period, Tenant shall be in default under this Lease.

19.3. Remedies. If Tenant shall be in default, the City shall have all remedies as may be available to landlords under applicable law, and may immediately retake possession of the Leased Premises and remove all persons and property therefrom in any manner permitted by applicable law. The City may, at its option, at any time thereafter, relet the Leased Premises or any part thereof of the account of Tenant or otherwise, receive and collect the rents therefore, apply the rent to the payment of expenses as the City may have incurred in recovering possession and for putting the same in good order for re-rental, and expenses, commissions, and charges paid by the City in reletting the Leased Premises. Any reletting may be for the remainder of the term of this Lease or for a longer or shorter period. In lieu of reletting the Leased Premises, the City may occupy the same or cause the same to be occupied by others. Whether or not the Leased Premises or any part is relet, Tenant shall pay the City the rent and all other charges required to be paid by Tenant until the end of the term of this Lease, less the net amount received by the City for reletting, if any. Unless waived by written notice from the City to Tenant, no action taken by the City to obtain possession of the Leased Premises are reoccupied by the City, and regardless of whether the Leased Premises shall be relet or possessed by the City, all fixtures, additions, furnitures, and the like then on the Leased Premises be retained by the City.

19.4. Insolvency or Bankruptcy. If Tenant makes an assignment of Tenant's business or property for the benefit of creditors, or if Tenant's leasehold interest shall be levied upon by execution or seized by virtue of any writ issued by any court, or if a petition in bankruptcy shall be filed by or against Tenant, then, at the City's option, with or without notice, the City may terminate this Lease and immediately retake possession of the Leased Premises without the retaking working a forfeiture of the obligations of Tenant.

19.5. Other Remedies. No one remedy conferred upon or reserved to the City shall be considered exclusive of any other remedy; but all remedies shall be cumulative and in addition to every other remedy now or hereafter existing at law, in equity, or by statute. All powers and remedies given to the City by this Lease may be exercised, from time to time, and as often as occasion may arise or as may be deemed expedient. No delay or omission of the City to exercise any right or power arising from any default shall impair any such right or power or be considered to be a waiver of any rights arising from the default or acquiescence in the default.

The acceptance of rent by the City after default shall not be deemed to be a waiver of any breach of the covenants contained in this Lease not of any of the rights of the City.

19.6. Joint and Several Obligations and Liabilities. The obligations and liabilities of all person identified herein as the Tenant are joint and several.

20. Legal Proceedings. In any legal proceedings involving this Lease, the prevailing party shall be entitled to recover from the other, and the court shall specifically award, in addition to any other relief granted, costs and expenses incurred by the prevailing party in such proceedings, including court costs and reasonable fees and disbursements of the prevailing party's legal counsel.

21. Entire Agreement. This Lease and the documents referred to herein set forth all the promises, agreements, conditions, and understandings between the City and Tenant relative to the Leased Premises and there are no promises, agreements, conditions or understandings, either oral or written, between them other than as set forth in this Lease. No modification of this Lease shall be binding upon the parties unless in writing and signed by the parties.

IN WITNESS WHEREOF, the parties hereto have signed this Lease on the dates shown below their respective signatures.

CITY OF SALIDA, a Colorado statutory municipality

By: _____
Dan Shore, Mayor

ATTEST:

By: _____
Erin Kelley, City Clerk

TENANT:

[Entity Name]

By: _____

Print Name: _____

Title: _____



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	January 2, 2024

ITEM

Ordinance 2024-01, AN ORDINANCE OF THE CITY OF SALIDA, COLORADO, AMENDING CHAPTER 18 OF THE SALIDA MUNICIPAL CODE BY ADOPTING BY REFERENCE THE 2021 INTERNATIONAL BUILDING CODE; THE 2021 INTERNATIONAL RESIDENTIAL CODE; THE 2021 INTERNATIONAL FIRE CODE; THE 2021 INTERNATIONAL FUEL GAS CODE; THE 2021 INTERNATIONAL MECHANICAL CODE; 2021 INTERNATIONAL PLUMBING CODE; THE 2021 INTERNATIONAL ENERGY CONSERVATION CODE; THE 2021 INTERNATIONAL EXISTING BUILDING CODE; THE 2021 INTERNATIONAL PROPERTY MAINTENANCE CODE; THE 2021 INTERNATIONAL SWIMMING POOL & SPA CODE; THE MOST CURRENT VERSION OF THE NATIONAL ELECTRIC CODE WHICH HAS BEEN ADOPTED BY THE COLORADO STATE ELECTRIC BOARD; THE 1997 UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS; THE 2021 INTERNATIONAL WILDLAND URBAN INTERFACE CODE; PROVIDING PENALTIES FOR THE VIOLATION THEREOF; AND MAKING CONFORMING AMENDMENTS TO CHAPTER 18 OF THE SALIDA MUNICIPAL CODE , FIRST READING AND SETTING A PUBLIC HEARING

BACKGROUND

The City of Salida, though an IGA, utilizes the Chaffee County Building Department to provide the same services to Salida. Section 2 of our IGA with the County regarding Building Department services states that both parties agree that the “existing Building Codes of the City and County remain substantially similar and no changes to the City Codes are required until such time as the City and County adopt new Codes, recognizing that there are some local amendments which each jurisdiction has independently adopted.”

Furthermore, Section 4 states that the “City shall, within 90 days, adopt changes to their Building Code to reflect changes to the County Code as adopted by the County from time to time. The County shall work with the City during the Code adoption process to ensure adopted Codes are acceptable to both entities.”

In 2021, through Resolution 2021-02, the City of Salida Council expressed its support of the adoption of either the 2018 or the 2021 version of the International Energy Conservation Code and urging Chaffee County and its building department to formally adopt the same.

In 2022 the State Legislature passed [HB22-1362](#) requiring all local governments to transition to the 2021 International Energy Conservation Code during their next building code update, or by January 1, 2026, which ever happens first. In late 2022/early 2023, Chaffee County began holding community meetings to start conversations regarding the updates to the various codes which would be affected by the adoption of the 2021 IECC.

Chaffee County adopted the various codes on December 12, 2024, to update these technical codes, to be more energy efficient, among other reasons.

Codes will go into effect on March 1, 2024 across the County to ensure equitable compliance.

FISCAL NOTE

No fiscal impact

STAFF RECOMMENDATION



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	January 2, 2024

Staff recommends that the City Council approve Ordinance 2024-01.

SUGGESTED MOTION

A City Councilmember should state, "I move to approve Ordinance 2024-01 on First Reading and Setting a Public Hearing for January 16, 2024" followed by a second and a roll call vote.

CITY OF SALIDA, COLORADO
ORDINANCE NO. 2024-01
(Series of 2024)

AN ORDINANCE OF THE CITY OF SALIDA, COLORADO, AMENDING CHAPTER 18 OF THE SALIDA MUNICIPAL CODE BY ADOPTING BY REFERENCE THE 2021 INTERNATIONAL BUILDING CODE; THE 2021 INTERNATIONAL RESIDENTIAL CODE; THE 2021 INTERNATIONAL FIRE CODE; THE 2021 INTERNATIONAL FUEL GAS CODE; THE 2021 INTERNATIONAL MECHANICAL CODE; 2021 INTERNATIONAL PLUMBING CODE; THE 2021 INTERNATIONAL ENERGY CONSERVATION CODE; THE 2021 INTERNATIONAL EXISTING BUILDING CODE; THE 2021 INTERNATIONAL PROPERTY MAINTENANCE CODE; THE 2021 INTERNATIONAL SWIMMING POOL & SPA CODE; THE MOST CURRENT VERSION OF THE NATIONAL ELECTRIC CODE WHICH HAS BEEN ADOPTED BY THE COLORADO STATE ELECTRIC BOARD; THE 1997 UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS; THE 2021 INTERNATIONAL WILDLAND URBAN INTERFACE CODE; PROVIDING PENALTIES FOR THE VIOLATION THEREOF; AND MAKING CONFORMING AMENDMENTS TO CHAPTER 18 OF THE SALIDA MUNICIPAL CODE

WHEREAS, C.R.S. § 31-15-103 authorizes the City Council of the City of Salida (“Council”) to adopt ordinances necessary to provide for the health, safety, and welfare of the City; and

WHEREAS, C.R.S. Article 16, Part 2 authorizes the Council to adopt codes by reference; and

WHEREAS, pursuant to this authority, the Council previously adopted by reference and made local amendments to prior additions of several International and National Codes and codified such Codes and amendments within Chapter 18 of the Salida Municipal Code (“Code”); and

WHEREAS, the City of Salida (“City”), through an Intergovernmental Agreement (“IGA”), utilizes the Chaffee County Building Department as the Building Official for the City to perform all duties required of such official under the City’s Building Code Regulations, Chapter 18 of the Code, and as set forth in the IGA; and

WHEREAS, pursuant to the terms of the IGA, the existing Building Codes of the City and County will remain substantially similar and no changes to the City Codes are required until such time as the City and County adopt new codes, recognizing that there are some local amendments which each jurisdiction has independently adopted; and

WHEREAS, the IGA establishes that the City shall, within 90 days, adopt changes to their Building Code to reflect changes to the County Code as adopted by the County from

time to time and the County shall work with the City during the Code adoption process to ensure adopted Codes are acceptable to both entities; and

WHEREAS, the Council recognizes the value of the various International and National Codes as providing commonly adopted uniform standards for public health, safety, and welfare issues relating to the subject matter of each and as the standards recommended by the City Building Official; and

WHEREAS, first reading was January 2, 2024, and second reading and a public hearing on this Ordinance was January 16, 2024, and proper notice thereof was provided pursuant to C.R.S. § 31-16-203; and

WHEREAS, penalties for violating the International and National Codes adopted hereby are set forth in full in this Ordinance and shall be published in full after final adoption pursuant to C.R.S. § 31-16-204; and

WHEREAS, Chaffee County adopted the various codes on December 12, 2023 with an effective date of March 1, 2024; and

WHEREAS, this Ordinance will have an effective date of March 1, 2024.

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

Section 1: Code Section 18-1-10, concerning the adoption of the International Building Code by reference, is hereby amended as follows:

Section 18-1-10. Adoption.

Pursuant to Title 31, Article 16, Part 2, C.R.S., there is hereby adopted by reference Chapters 1 through 35 and Appendix **Chapters C, G, H, and I** of the International Building Code (IBC), ~~2015~~ **2021** Edition, published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478, to have the same force and effect as if set forth herein in every particular. The subject matter of the adopted code includes comprehensive provisions and standards regulating the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures, unfit for human occupancy and use and the demolition of such structures as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Building Code as amended in Section 18-1-30.

Section 2: Code Section 18-1-30, adopting certain amendments to the IBC adopted by Code Section 18-1-10, is hereby amended to read in its entirety as follows:

Section 18-1-30. Amendments.

The following chapters, sections, subsections, paragraphs, and appendices of the IBC are hereby amended as follows:

(1) Section 101.1 is amended to read:

101.1 Title. These regulations shall be known as the Building Code of the City of Salida, hereinafter referred to as “this Code.”

(2) Section 101.4.3 is amended to read:

101.4.3. Plumbing. Replace “International Private Sewage Disposal Code” with “Chaffee County On-site Wastewater Treatment System Regulations.”

(3) Delete Section **105.1.1 Annual Permit** in its entirety.

(4) Delete Section **105.1.2 Annual Records** in its entirety.

(5) Section 105.2 is amended as follows:

105.2 Work Exempt from Permits.

Building:

[Delete this subsection in its entirety and amend to read as follows]

1. One-story detached accessory structures used as tool sheds, storage sheds, playhouses, and similar uses, provided the floor area does not exceed 120 square feet. Such structures shall not be used as habitable spaces, sleeping rooms or for vehicle storage. Structures that have a roof overhang greater than 24”, measured on a horizontal plane from the exterior wall, shall be subject to permitting. Any electrical, mechanical, or plumbing work performed on such structures shall require permitting and inspection.”

[Add to the beginning of this exception]

5. “Other than cisterns for fire and domestic water supply tanks . . .”

(6) Section 107.2.1 is amended by the addition of the following:

107.2.1 Information on Construction Documents.

[Add]

“Plans shall also include location of utilities, private well and wastewater sites, ditches, rivers, lakes, drainages, slopes greater than 30%, accesses and road grades at access to Rights-of-way.”

(7) Section 113 is amended to read in its entirety:

113 Board of Appeals. Appeals of decisions and determinations made by the Building Official shall comply with the process and procedures set forth in the City of Salida Municipal Code Chapter 18, Article VIII, entitled Appeals Process. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder, including fines, have been incorrectly interpreted, the provisions of the code do not fully apply, or an equally good or better form of construction is proposed.

(8) Section 202 is amended by the addition of the following:

202 Definitions.

[Add]

BEDROOM. See sleeping room.

SLEEPING ROOM. A sleeping room or bedroom herein is defined as a habitable space, which may be used for sleeping which contains a closet 16 inches or greater in depth, an emergency escape and rescue opening and a smoke alarm.

(9) Section 310.4 is amended as follows:

310.4 Residential Group R-3. Residential Group R-3 occupancies where the occupants are primarily permanent in nature and not classified as Group R-1, R-2, R-4 or I including:

[Change to]

“Buildings that do not contain more than **four** dwelling units.”

[All other text in this section to remain unchanged].

(10) Section 502.1 is amended to read:

502.1 Address identification.

All buildings, new and existing (when required) shall be provided with an approved permanent address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address signage placed at the roadway, street or driveway shall be placed a minimum of thirty (30) inches above the grade. Address identification characters shall contrast with their background and be reflective. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4 inches in height with a stroke width of not less than ½ inch. Where required by the code official, address identification shall be provided in additional approved locations to facilitate emergency

response. Where access is by means of a private road and the building address cannot be viewed from the public way, a monument, pole or other sign shall be used to identify the structure. Address identification shall be posted at the start of construction (prior to the first required inspection). The permanent address identification shall be completed and installed prior to the final building inspection and shall thereafter be maintained by the property owner.

Exception:

1. Alteration of the character height and stroke width requirements may be approved by the Fire Protection District having jurisdiction authority.

(11) Section 903.2.8 is amended by the addition of the following:

903.2.8 Group R.

[Add]

“Exception: Group R-3 portions of buildings not more than 3 stories above grade plane and not required to be provided with an automatic sprinkler system by other sections of this code.”

[All other text in this subsection to remain unchanged].

(12) Section 1503 is amended by addition of the following:

[Add new subsection to read as follows]

1503.2.2 Penetrations.

Roof jacks, vents and similar roof penetrations shall not be located less than 24 inches from the center of a valley to the closest edge of the penetration.

(13) Section 1604.1 is amended to read as follows:

1604.1 General.

Commercial building structures and all portions thereof shall be designed by a Colorado Licensed Architect or Engineer. This shall include without limitation: soils, footings, foundations, structural building design, calculations, loads, energy, electrical, mechanical, plumbing and elevators. All plan submittals, as identified above, shall bear the stamp and signature of the appropriate Colorado Licensed Architect or Engineer, except as provided in Article 27 of the National Electric Code. The *Building Official* may waive these requirements when in accordance with Colorado State statutes.

(14) Section 1608.1 is amended as follows:

1608.1 General.

[Add]

“,but in no case shall they be permitted to be reduced to less than 35 pounds per square foot.”

[All other text in this subsection to remain unchanged].

(15) Section 1608.2 is amended to read:

1608.2 Ground Snow Loads.

The ground snow loads to be used in determining the design snow loads for roofs shall be determined in accordance with Figure 1608.2(1) the Chaffee County Snow Load Zones Map and the Elevation and Snow Load Zone Table. Ground snow loads for sites at elevations above the limits indicated in Figure 1608.2(1) and for all sites within the CS areas shall be determined from the Chaffee County Snow Load Zones Map and the Elevation and Snow Load Zone Table. Design snow loads may be reduced in accordance with ASCE 7, but in no case shall they be permitted to be reduced to less than 35 pounds per square foot.

(15) Section 1609.3 is amended to read:

1609.3 Basic Design Wind Speed.

“The basic design wind speed, V, in mph, within the entirety of Chaffee County, Colorado, shall be 115 miles per hour (ultimate design wind speed.)”

(16) Section 1809.5 is amended as follows:

1809.5 Frost Protection. Except where otherwise protected from frost, foundations, and other permanent support of buildings or structures shall be protected from frost by one or more of the following methods:

1. [Delete this subsection in its entirety and replace with]:

Extending a minimum of 24 inches below finished grade for locations up to 8,000 feet of elevation above sea level, a minimum of 30 inches below finished grade for locations with an elevation between 8,001 – 10,000 feet above sea level and 36 inches below finished grade for locations with an elevation of greater than 10,000 feet above sea level.

[All other text in this section to remain unchanged].

(17) Section 2701.1 is amended to read:

2701.1 Scope.

The provisions of the National Electric Code (NEC), adopted by the State of Colorado and the City of Salida, shall apply to the installation of electrical systems, including without limitation: alterations, repairs, replacement, equipment, appliances, fixtures, fittings, and appurtenances thereto.

(18) Section 2901.1 is amended as follows:

2901.1 Scope.

[Delete]

“International Private Sewage Disposal Code”

[Replace with]

“Chaffee County On-Site Wastewater Treatment Regulations.”

(19) Section 3303.1 is amended by addition of the following:

3303.1 Construction Documents.

[Add to end of subsection to read as follows]:

It shall be the responsibility of the owner, owner’s authorized agent, permit applicant or contractor to comply with State of Colorado regulations with regard to demolition and the removal of asbestos or lead-based paint. A permit for demolition and/or asbestos remediation is required to be issued prior to the start of demolition or remediation.

(20) Chapter 35 is amended as follows:

Chapter 35 Referenced Standards. Delete references to “IPSDC-21 International Private Sewage Disposal Code.”

Section 18-1-40. Violations, Penalties.

It shall be unlawful for any person, owner, occupant, or contractor to erect, construct enlarge, alter, repair, move, improve, remove, rehabilitate, convert, demolish, use, occupy, equip, or maintain any building or structure in the City, or cause the same to be done, contrary to or in violation of any of the provisions of this Section and the IBC. Violations of this Section and/or the IBC shall be punishable by a fine not to exceed two thousand six hundred fifty dollars (\$2,650.00). A separate offense shall be deemed committed for each day, or portion of a day, that a violation of this Section occurs or continues unabated.

Section 3: Code Section 18-2-10, concerning the adoption of the International Residential Code by reference, is hereby amended as follows:

Section 18-2-10. Adoption.

Pursuant to Title 31, Article 16, Part 2, C.R.S., there is hereby adopted by reference Chapters 1 through 44 including Appendix Chapters AA, AB, AC, AG, AH, AJ, AN and AO of the International Residential Code (IRC), ~~2015~~ **2021** Edition, published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478, to have the same force and effect as if set forth herein in every particular. The subject matter of the adopted code includes comprehensive provisions and standards regulating the construction, alteration, movement, enlargement, replacement, repair, equipment, location, removal and demolition of detached one (1) and two (2) family dwellings and multiple single family dwellings (townhouses) not more than three (3) stories in height with separate means of egress as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions, and terms of said Residential Code as amended in Section 18-2-30.

Section 4: Code Section 18-2-30, adopting certain amendments to the IRC adopted by Code Section 18-2-10, is hereby amended to read in its entirety as follows:

Section 18-2-30. Amendments.

The following chapters, sections, subsections, paragraphs, and appendices of the IRC are hereby amended as follows:

(1) Section R101.1 is amended to read:

R101.1 Title. These provisions shall be known as the Residential Code for One- and Two-Family Dwellings and Townhouses Not More Than Three Stories in Height Above Grade Plane with a Separate Means of Egress and Their Accessory Structures of the City of Salida, Colorado and shall be cited as such and will be referred to herein as “this Code.”

(2) Section R102.4.1 is amended to read:

R102.4.1 Conflicts.

When conflicts occur between provisions of this code and referenced codes and standards, the provisions of the most current version of the National Electric Code (NEC), as adopted by the State of Colorado and the City of Salida, shall apply. The National Electric Code shall apply to the installation of electrical systems, including without limitation: alterations, repairs, replacement, equipment, appliances, fixtures, fittings, and appurtenances thereto and reference the most current version of the National Electric Code (NEC), as adopted by the State of Colorado and the City of Salida Chaffee County Board of County Commissioners.

(3) Section R105.2 is amended as follows:

R105.2 Work Exempt from Permit.

[Delete #1 in its entirety and replace with]:

1. "One-story detached accessory structures used as tool sheds, storage sheds, playhouses, and similar uses, provided the floor area does not exceed 200 square feet. Such structures shall not be used as habitable spaces, sleeping rooms or for vehicle storage. Structures that have a roof overhang greater than 24", measured on a horizontal plane from the exterior wall, shall be subject to permitting. Any electrical, mechanical or plumbing work performed on such structures shall require permitting and inspection."

[Add #11]

11. "Temporary membrane structures such as canopies or tents used for residential events."

(4) Section R108.5 is amended to read:

R108.5 Refunds.

The building official may authorize the refunding of any fee paid hereunder which was erroneously paid or collected. The building official may authorize the refunding of not more than 80% of the permit fee paid when no work has been done under a permit issued in accordance with the code. The building official may authorize refunding of not more than 80% of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or cancelled before any plan review has been done. The building official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of the fee payment.

(5) Section R109 is amended by addition of the following:

R109 Inspections.

[Add new subsections to read as follows]

R109.1.1.1 Damp Proofing. All required damp proofing shall be inspected prior to backfill and shall remain exposed and uncovered until inspection approval is received.

R109.1.1.2 Foundation Drains. All required foundation drains shall be inspected prior to backfill and shall remain exposed and uncovered until inspection approval is received.

(6) Section R112 is amended to read in its entirety:

R112 Board of Appeals. Appeals of decisions and determinations made by the Building Official shall comply with the process and procedures set forth in the City of Salida Municipal Code Chapter 18, Article VIII, entitled Appeals Process. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder, including fines, have been incorrectly interpreted, the provisions of the code do not fully apply, or an equally good or better form of construction is proposed.

(7) Section R202 is amended by addition of the following:

R202 Definitions.

[Add]

BEDROOM. See Sleeping Room.

SLEEPING ROOM. A sleeping room or bedroom herein is defined as a habitable space, which may be used for sleeping which contains a closet 16 inches or greater in depth, an emergency escape and rescue opening and a smoke alarm.

TINY HOME. A *dwelling* that is permanently constructed on a vehicle chassis, is designed for long-term residency, includes electrical, mechanical or plumbing services that are fabricated, formed or assembled at a location other than the site of the completed home, is not self-propelled and that is 400 square feet or less in floor area excluding *lofts*. A Tiny Home may be installed on a temporary or permanent foundation.

TINY HOUSE. A *dwelling* that is 400 square feet or less in floor area excluding *lofts*. A Tiny House may only be installed on a permanent foundation.

(8) Table R301.2(1) is amended to read:

Table R301.2(1) – Climatic and Geographic Design Criteria

Ground Snow Load: In accordance with Snow Load Map and Elevation/Zone Table

Wind Speed: 115 mph (ultimate design wind speed)

Topographic Effects: No

Special Wind Region: No

Wind-borne Debris Zone: No

Seismic Design Category: C unless geotechnical study indicates otherwise

Weathering: Severe

Frost Line Depth: 0 feet to 8,000 feet above sea level – 24” below finished grade
 8,001 feet to 10,000 feet above sea level – 30” below finished grade
 10,001 feet and above – 36” below finished grade

Termite: None to slight

Ice Barrier Underlayment Required: Yes, per 2021 International Residential Code R905.1.2

Flood Hazards: Entered NFI Program 02/10/87 through Resolution 1987-7, Flood Insurance Study Dated 03/04/87, Panel Numbers all begin with 08015C and are followed by; 0025, 0075, 0100, 0150, 0200, 0300, 0304, 0307, 0308, 0309, 0315, 0328, 0330, 0335, 0340, 0425, 0428, 0429, 0430, 0435, 0445, 0455, 0460, 0465, 0470, 0541, 0542, 0555, 0560, 0562, 0566, 0568, 0568, 0580, 0585, 0588, 0589, 0591, 0592, 0593, 0594, 0611, 0613, 0615, 0625, 0660, 0677, 0680 all followed by suffix D (48 panels plus index)

Air Freezing Index: 1,500

Mean Annual Temp: 40 ° F.

Manual J Design Criteria

Elevation: 7300

Latitude: 38°

Altitude Correction Factor:

8,000 ft. – 0.75

9,000 ft. – 0.72

10,000 ft. – 0.69

12,000 ft. – 0.63

Daily Range: H

Coincident Wet Bulb: 55° F.

Indoor Summer Design Relative Humidity: 45%

Indoor Winter Design Dry-bulb Temperature: 70° F.

Summer Design Gains: 2 BTUH/Hr./SF or 0.5W/SF

Indoor Summer Design Dry-bulb Temperature: 75° F.

Outdoor Winter Design Dry-bulb Temperature: -10° F.

Outdoor Summer Design Dry-bulb Temperature: 90° F.

Heating Temperature Difference: 80° F.

Cooling Temperature Difference: 15° F.

- (9) Delete **Section R302.13 Fire Protection of Floors** in its entirety.
- (10) Delete **Section R313.1 Townhouse Automatic Fire Sprinkler Systems** in its entirety.
- (11) Delete **Section R313.2 One and Two-Family Dwellings Automatic Sprinkler Systems** in its entirety.
- (12) Section R315.3 is amended to read:

R315.3 Location.

Carbon monoxide alarms in dwelling units shall be installed outside of each separate sleeping room or area, within 15 feet of the entrance to each sleeping room or area. Alarms shall be installed in dwelling units which contain fuel-fired appliances and in dwelling units with an attached garage that has an opening that communicates with the dwelling unit. Where a fuel-burning appliance is located within a bedroom or its attached bathroom, a carbon monoxide alarm shall be installed within the bedroom.

(13) Section R319.1 is amended to read:

R319.1 Address Identification.

All buildings, new and existing (when required) shall be provided with an approved permanent address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address signage placed at the roadway, street or driveway shall be placed a minimum of thirty (30) inches above the grade. Address identification characters shall contrast with their background and be reflective. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4 inches in height with a stroke width of not less than ½ inch. Where required by the code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building address cannot be viewed from the public way, a monument, pole or other sign shall be used to identify the structure. Address identification shall be posted at the start of construction (prior to the first required inspection.) The permanent address identification shall be completed and installed prior to the final building inspection and shall thereafter be maintained by the property owner.

Exception:

1. Alteration of the character height and stroke width requirements may be approved by the Fire Protection District having jurisdiction authority.

(14) Section R402.1 is amended to read:

R402.1 Wood Foundations.

Wood foundation systems shall be designed by a Colorado Licensed Architect or Engineer.

(15) Section R403.1 is amended as follows:

R403.1 General.

[Delete last sentence and replace with the following]

“Footings shall be designed by a Colorado Licensed Architect or Engineer or be designed and constructed in accordance with the Chaffee County Minimum Footing and Foundation Requirements contained in Exhibit M.”

(16) Section R403.1.4.1 #3 and #4 are amended as follows:

R403.1.4.1 Frost Protection.

#3 Constructed in accordance with the Chaffee County Minimum Footing and Foundation Requirements contained in Exhibit M.

#4 Erected on solid rock using a design prepared by a Colorado Licensed Architect or Engineer.

(17) Section R404.1.3 is amended to read:

R404.1.3 Concrete foundation walls.

Concrete foundation walls that support light-frame walls shall be designed by a Colorado Licensed Architect or Engineer or be designed and constructed in accordance with the Chaffee County Minimum Footing and Foundation Requirements contained in Exhibit M. Concrete foundation walls that support above-grade concrete walls that are within the applicability limits of Section R608.2 shall be designed by a Colorado Licensed Architect or Engineer or be designed and constructed in accordance with the Chaffee County Minimum Footing and Foundation Requirements contained in Exhibit M. Concrete foundation walls that support above-grade concrete walls that are not within the applicability limits of Section R608.2 shall be designed by a Colorado Licensed Architect or Engineer.

(18) Section R507.2.4 is amended by addition of the following:

R507.2.4 Flashing.

[Add]

Water-resistive barrier shall be placed between the deck ledger and the structure substrate.

(19) Section R507.3.1 is amended to read:

R507.3.1 Minimum size.

Footings for decks shall be designed by a Colorado Licensed Architect or Engineer or be designed and constructed in accordance with the Chaffee County Minimum Footing and Foundation Requirements contained in Exhibit M.

(20) Section R507.3.2 is amended to read:

R507.3.2 Minimum depth.

Deck footings shall be extended below the frost line as specified in Table R301.2.

(21) Delete **Section R507.9.2 Lateral Connection** in its entirety.

(22) Section R903 is amended by addition of the following:

[Add new subsection to read as follows]

R903.2.3 Penetrations.

Roof jacks, vents and similar roof penetrations shall not be located less than 24 inches from the center of a valley to the closest edge of the penetration.

(23) Delete **Section R1004.4 Unvented Gas Log Heaters** in its entirety.

(24) Delete **Section G2406.2 (303.3) Prohibited Locations. Exception # 3** in its entirety.

(25) Delete **Section G2406.2 (303.3) Prohibited Locations. Exception # 4** in its entirety.

(26) Section G2414.3 (403.4.3) is amended to read:

G2414.3 (403.4.3) Copper or Copper-Alloy Tubing.

Copper and copper-alloy piping shall not be used on natural gas systems.

(27) Section G2445 (621) is amended to read:

G2445 (621) Unvented Room Heaters.

Unvented room heaters are prohibited.

(28) Delete **Section P2503.6 Shower Liner Test** in its entirety.

(29) Section P2601.1 is amended to read:

P2061.1 Scope.

The provisions of this chapter and the 2021 International Plumbing Code, as amended and adopted by the State of Colorado and as adopted by the Chaffee County Board of County Commissioners shall govern the installation of plumbing, appliances, equipment, and plumbing systems. If there is a conflict between this code and the 2021 International Plumbing Code, as amended and adopted by the State of Colorado and the Chaffee County Board of County Commissioners, the more restrictive shall govern.

(30) Section P2602.1 is amended as follows:

Section P2602.1 General.

[Delete]

“International Sewage Disposal Code”

[Replace with]

“Chaffee County On-Site Wastewater Treatment System Regulations.”

(31) Section P2603.5.1 is amended to read:

Section P2603.5.1 Sewer Depth.

Building sewers that connect to private sewage disposal systems shall not be less than 24 inches below finished grade at the point of septic tank connection. Building sewers shall not be less than 24 inches below grade. When site restrictions negate the ability to comply with this minimum depth requirement, an alternate design shall be submitted to the *building official* for approval.

(32) Section P2901.1 is amended as follows:

Section P2901.1 Potable Water Required.

[Delete the following language from this subsection]

“treated rainwater, treated graywater or”

[All other text in this subsection to remain unchanged].

(33) Section P2904.1 is amended by addition of the following:

Section P2904.1 General

[Add the following language to the beginning of this subsection]

Automatic fire sprinkler systems are not required to be installed in one- or two-family dwellings and townhouses. Automatic fire sprinkler systems that are installed in one- and two-family dwellings and townhouses shall comply with the regulations and requirements of Section P2904.

[All other text in this subsection to remain unchanged]

(34) Section P2913.1 is amended by addition of the following:

Section P2913.1 General.

[Add the following language as the last sentence to this subsection]

The use and application of non-potable water shall comply with laws, rules, and ordinances applicable in the jurisdiction.

(35) Delete **Section P3009 Graywater Soil Absorption Systems** in its entirety.

(36) Appendix AQ102.1 is amended by addition of the following:

Appendix AQ102.1 Definitions General.

[Add the following definitions to this subsection]

TINY HOME. A dwelling that is permanently constructed on a vehicle chassis, is designed for long-term residency, includes electrical, mechanical, or plumbing services that are fabricated, formed, or assembled at a location other than the site of the completed home, is not self-propelled and that is 400 square feet or less in floor area excluding lofts. A Tiny Home may be installed on a temporary or permanent foundation.

TINY HOUSE. A dwelling that is 400 square feet or less in floor area excluding lofts. A Tiny House may only be installed on a permanent foundation.

Section 18-2-40. Violations, Penalties.

It shall be unlawful for any person, owner, occupant, or contractor to erect, construct enlarge, alter, repair, move, improve, remove, rehabilitate, convert, demolish, use, occupy, equip or maintain any building or structure in the City, or cause the same to be done, contrary to or in violation of any of the provisions of this Section and the IRC. Violations of this Section and/or the IRC shall be punishable by a fine not to exceed two thousand six hundred fifty dollars (\$2,650.00). A separate offense shall be deemed committed for each day, or portion of a day, that a violation of this Section occurs or continues unabated.

Section 5: Code Section 18-3-10, concerning the adoption of the International Fire Code by reference, is hereby amended as follows:

Section 18-3-10. Adoption.

Pursuant to Title 31, Article 16, Part 2, C.R.S., there is hereby adopted by reference the Chapters 1-80 and Appendices B, C, D, F, H and I of the ~~2015~~ **2021** International Fire Code (**IFC**), published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478, to have the same force and effect as if set forth herein in every particular; provided however, that such code shall be amended by the changes set forth in Section 18-3-10 below.

Section 6: Code Section 18-3-30, adopting certain amendments to the IFC adopted by Code Section 18-3-10, is hereby amended to read in its entirety as follows:

Section 18-3-30. Amendments.

The following chapters, sections, subsections, paragraphs, and appendices of the IFC are hereby amended as follows:

(1) Section 101.1 is amended to read:

101.1 Title. These regulations shall be known as the Fire Code of the City of Salida, and will be cited as such and will be referred to herein as “this Code.”

(2) Section 102.1 is amended by addition of the following:

Section 102.1 Applicability. Construction and Design Provisions.

[Add the following as the last sentence to this subsection].

This Fire Code shall not apply to structures governed by the International Residential Code, specifically one- and two-family dwellings and townhouses or to those agricultural and other buildings exempt from building permits. Existing buildings and structures built in compliance with the codes in effect at the time of construction are not subject to the requirements of this code, except for commercial, industrial or multi-family residential structures being renovated or altered.

(3) Section 103.1 is amended to read:

103.1 Creation of Agency.

The Chaffee County Building Safety Department is hereby established as the Authority Having Jurisdiction (AHJ) with respect to the structure related portions of active permits. The Salida Fire Department is hereby established as the Authority Having

Jurisdiction (AHJ) within their respective boundaries for all other provisions of this code, specifically including fire suppression supply requirements.

- (4) Section 105.1 is amended by addition of the following:

Section 105.1 General.

[Add the following sentences to the beginning of the subsection]

The Chaffee County Building Safety Department is responsible for the issuance of construction permits in accordance with the requirements of the Building Codes as adopted by Chaffee County. When conflicts between the Chaffee County Building Codes and the Fire Code requirements for application, issuance, posting, inspection and enforcement for construction permits occur, the adopted Chaffee County Building Codes shall govern.

- (5) Section 111.1 is amended to read in its entirety:

111 Board of Appeals. Appeals of decisions and determinations made by the Building Official or the fire code official shall comply with the process and procedures set forth in the City of Salida Municipal Code Chapter 18, Article VIII, entitled Appeals Process.

- (6) Delete **Section 111.3 Qualifications** in its entirety.

- (7) [BG] Residential Group R-3 List Item 1 is amended as follows:

[BG] Residential Group R-3 List Item 1

[Amend List Item 1 as follows]

Buildings that do not contain more than four dwelling units.

[All other text in this section to remain unchanged]

- (8) Section 307 **Open Burning, Recreational Fires and Portable Outdoor Fireplaces** is amended as follows:

307.1 General.

A person shall not kindle or maintain or authorize to be kindled or maintained any open burning unless burning is for agricultural purposes and is in accordance with this section. The City of Salida shall comply with all open burning regulations in accordance with Chaffee County Ordinance 2018-03.

307.2 Permit Required.

[Delete subsection in its entirety.]

307.3 Extinguishment authority.

[Delete subsection in its entirety.]

(9) Section 505.1 is amended to read:

Section 505.1 Address Identification.

All buildings, new and existing (when required) shall be provided with an approved permanent address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address signage placed at the roadway, street or driveway shall be placed a minimum of thirty (30) inches above the grade. Address identification characters shall contrast with their background and be reflective. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4 inches in height with a stroke width of not less than ½ inch. Where required by the code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building address cannot be viewed from the public way, a monument, pole or other sign shall be used to identify the structure. Address identification shall be posted at the start of construction (prior to the first required inspection.) The permanent address identification shall be completed and installed prior to the final building inspection and shall thereafter be maintained by the property owner.

Exception:

1. Alteration of the character height and stroke width requirements may be approved by the Fire Protection District having jurisdiction authority.

(10) Section 510 is amended to read:

Section 510 Emergency Responder Radio Coverage.

The Fire Chief of the Authority Having Jurisdiction (AHJ) may require signal boosters if deemed necessary.

(11) Section 903.2.8 is amended by addition of the following:

Section 903.2.8 Group R.

[Add the following exception to the end of this subsection]

Exception: Group R-3 portions of buildings not more than 3 stories above grade plane and not required to be provided with an automatic sprinkler system by other sections of this code.

(12) Appendix C103.3 is amended by addition of the following:

Appendix C103.3 Maximum Spacing.

[Add the following exception to the end of this subsection]

Exception: The Fire Chief may grant an exception to hydrant spacing requirements when, in the opinion of the Fire Chief, there are extenuating circumstances and the increase of hydrant spacing does not limit suppression capabilities.

(13) Appendix D102.1 is amended by addition of the following:

Appendix D102.1 Access and Loading.

[Add the following exception to the end of this subsection]

Exception: The Fire Chief may grant an exception to fire apparatus access requirements when, in the opinion of the Fire Chief, there are extenuating circumstances, and the decrease does not limit response and suppression capabilities.

Sec. 18-3-40. Enforcement.

The Fire Chief shall enforce this Article and may issue summonses and complaints for violations of this Article on his or her own authority, or may request that summonses and complaints be issued by any police officer.

Sec. 18-3-50. Violations, penalties.

The municipal court shall have jurisdiction to hear all violations of this Article and, in the event that a violation is of a continuing nature, each day during which such violation continues shall be deemed a separate offense, subject to fine not to exceed two thousand six hundred fifty dollars (\$2,650.00) for each such separate offense pursuant to Section 109.3 of the IFC.

Sec. 18-3-60. Establishing limits.

Sections 5704.2.9.6.1, 5706.2.4.4, 5806.2, and 6104.2 of the IFC reference limits established by this Article as the limits of districts in which storage is prohibited. In all of those cases, the limits of the district in which such storage is prohibited shall be the City limits.

Section 7: Code Section 18-4-10, concerning the adoption of the International Existing Building Code by reference, is hereby amended as follows:

Section 18-4-10. Adoption.

Pursuant to Title 31, Article 16, Part 2, C.R.S., there is hereby adopted by reference Chapters 1 through 16 and Appendix B of the ~~2015~~ **2021** International Existing Building Code (**IEBC**), published by the International Code Council, Inc., 4051 West Flossmoor Road, County Club Hills, IL 60478, to have the same force and effect as if set forth herein in every particular. The subject matter of the adopted code includes comprehensive provisions and standards regulating the repair, alteration, change of occupancy, addition, and relocation of existing buildings, including historic buildings, as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions, and terms of said Existing Building Code as amended in Section 18-4-30.

Section 8: Code Section 18-4-30, adopting certain amendments to the IEBC adopted by Code Section 18-4-10, is hereby amended to read in its entirety as follows:

Section 18-4-30. Amendments.

The following chapters, sections, subsections, paragraphs, and appendices of the IEBC are hereby amended as follows:

(1) Section 101.1 is amended to read:

101.1 Title. These regulations shall be known as the Existing Building Code of the City of Salida, hereinafter referred to as “this Code.”

(2) Section 112 is amended to read in its entirety:

112 Board of Appeals. Appeals of decisions and determinations made by the Building Official shall comply with the process and procedures set forth in the City of Salida Municipal Code Chapter 18, Article VIII, entitled Appeals Process. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder, including fines, have been incorrectly interpreted, the provisions of the code do not fully apply, or an equally good or better form of construction is proposed.

Section 18-4-40. Violations, Penalties.

It shall be unlawful for any person, owner, occupant, or contractor to erect, construct enlarge, alter, repair, move, improve, remove, rehabilitate, convert, demolish, use, occupy, equip or maintain any building or structure in the City, or cause the same to be done, contrary to or in violation of any of the provisions of this Section and the IEBC. Violations of this Section and/or the IEBC shall be punishable by a fine not to exceed two thousand six hundred fifty dollars (\$2,650.00). A separate offense shall be deemed committed for each day, or portion of a day, that a violation of this Section occurs or continues unabated.

Section 9: Code Section 18-5-10, concerning the adoption of the International Plumbing Code by reference, is hereby amended as follows:

Section 18-5-10. Adoption.

The City of Salida hereby adopts Chapters 1 through 15 and Appendices B, C, and E of the most current edition of the Colorado Plumbing Code, currently the ~~2015~~ **2021** International Plumbing Code (**IPC**), published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 61478, to have the same force and effect as if set forth herein in every particular. New editions of the Colorado Plumbing Code shall become effective twelve (12) months after adoption of such new edition by the Colorado Plumbing Board. The subject matter of the adopted code includes comprehensive provisions and standards regulating the design, construction, quality of materials, erection, installation, alteration, repair, location, replacement, addition to, use or maintenance of plumbing systems as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Plumbing Code as amended in Section 18-5-30.

Section 10: Code Section 18-5-30, adopting certain amendments to the IPC adopted by Code Section 18-5-10, is hereby amended to read in its entirety as follows:

Section 18-5-30. Amendments.

The following chapters, sections, subsections, paragraphs, and appendices of the IPC are hereby amended as follows:

- (1) Section 101.1 is amended to read:

101.1 Title. These regulations shall be known as the Plumbing Code of the City of Salida, and will be cited as such and will be referred to herein as "this Code."

- (2) Section 102.1 is amended by addition of the following:

102.1 General.

[Add the following as the last sentence to this subsection]

Where there is a conflict between the International Building Code, the International Residential Code, and this code, this code shall govern.

- (3) Section 113 is amended to read in its entirety:

Section 113 Means of Appeal. Appeals of decisions and determinations made by the Building Official shall comply with the process and procedures set forth in the City of Salida Municipal Code Chapter 18, Article VIII, entitled Appeals Process. An application

for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder, including fines, have been incorrectly interpreted, the provisions of the code do not fully apply, or an equally good or better form of construction is proposed.

- (4) Section 312.1 is amended as follows:

312.1 Required Tests.

[Delete the following words and sentences]

“for piping systems other than plastic” and “After the plumbing fixtures have been set and their traps filled with water, the entire drainage system shall be submitted to final tests. The code official shall require the removal of any cleanouts if necessary to ascertain whether the pressure has reached all parts of the system.”

- (5) Section 312.3 is amended as follows:

312.3 Drainage and Vent Air Test.

[Delete the following words]

“Plastic piping shall not be tested using air.”

- (6) Delete **Section 312.4 Drainage and Vent Final Test** in its entirety.

- (7) Section 312.5 is amended as follows:

Section 312.5 Water Supply System Test.

[Delete the following words]

“for piping systems other than plastic”

- (8) Delete **Section 312.6 Gravity Sewer Test** in its entirety.

- (9) Delete **Section 312.7 Forced Sewer Test** in its entirety.

- (10) Delete **Section 312.9 Shower Liner Test** in its entirety.

- (11) Section 312.10.1 is amended by addition of the following:

Section 312.10.1 Inspections.

[Add the following as the last sentence to this subsection]

The premise owner or responsible party shall have the backflow prevention assembly tested by a certified cross-connection control technician at the time of installation, repair or relocation.

(12) Section 608.18 is amended to read:

Section 608.18 Protection of Individual Water Supplies.

Water wells are regulated by the Colorado Division of Water Resources.

(13) Section 903.1.1 is amended to read:

903.1.1 Roof Extension Unprotected.

Open vent pipes that extend through the roof shall not be terminated not less than 12 inches above the roof.

(14) Delete **Section 903.2 Frost Closure** in its entirety.

(15) Section 1003.1 is amended to by addition of the following exception:

Section 1003.1 Where Required.

Exception: Where special regulations exist by the local wastewater and/or sanitation district into which the grease trap or interceptor effluent is transported and/or treated. These regulations may supersede this requirement.

Section 18-5-40. Violations, Penalties.

It shall be unlawful for any person, owner, occupant, or contractor to erect, construct enlarge, alter, repair, move, improve, remove, rehabilitate, convert, demolish, use, occupy, equip or maintain any building or structure in the City, or cause the same to be done, contrary to or in violation of any of the provisions of this Section and the IPC. Violations of this Section and/or the IPC shall be punishable by a fine not to exceed two thousand six hundred fifty dollars (\$2,650.00). A separate offense shall be deemed committed for each day, or portion of a day, that a violation of this Section occurs or continues unabated.

Section 11: Code Section 18-6-10, concerning the adoption of the International Mechanical Code by reference, is hereby amended as follows:

Section 18-6-10. Adoption.

Pursuant to Title 31, Article 16, Part 2, C.R.S., there is hereby adopted by reference Chapters 1 through 15 **and Appendix A** of the ~~2015~~ **2021** International Mechanical Code (**IMC**), published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills,

IL 60478, to have the same force and effect as if set forth herein in every particular. The subject matter of the adopted code includes comprehensive provisions and standards regulating the design, construction, quality of materials, erection, installation, alteration, repair, location, replacement, addition to, use or maintenance of mechanical systems as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Mechanical Code as amended in Section 18-6-30.

Section 12: Code Section 18-6-30, adopting certain amendments to the IMC adopted by Code Section 18-6-10, is hereby amended to read in its entirety as follows:

Section 18-6-30. Amendments.

The following chapters, sections, subsections, paragraphs, and appendices of the IMC are hereby amended as follows:

- (1) Section 101.1 is amended to read:

101.1 Title. These regulations shall be known as the Mechanical Code of the City of Salida and will be cited as such and will be referred to herein as “this Code.”

- (2) Section 113 is amended to read in its entirety:

113 Means of Appeal. Appeals of decisions and determinations made by the Building Official shall comply with the process and procedures set forth in the City of Salida Municipal Code Chapter 18, Article VIII, entitled Appeals Process. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder, including fines, have been incorrectly interpreted, the provisions of the code do not fully apply, or an equally good or better form of construction is proposed.

- (3) Delete **Section 504.3 Cleanout** in its entirety.

- (4) Delete **Section 903.3 Unvented Gas Log Heaters** in its entirety.

Section 18-6-40. Violations, Penalties.

It shall be unlawful for any person, owner, occupant, or contractor to erect, construct enlarge, alter, repair, move, improve, remove, rehabilitate, convert, demolish, use, occupy, equip, or maintain any building or structure in the City, or cause the same to be done, contrary to or in violation of any of the provisions of this Section and the IMC. Violations of this Section and/or the IMC shall be punishable by a fine not to exceed two thousand six hundred fifty dollars (\$2,650.00). A separate offense shall be deemed committed for each day, or portion of a day, that a violation of this Section occurs or continues unabated.

Section 13: Code Section 18-7-10, concerning the adoption of the National Electric Code by reference, is hereby amended as follows:

Section 18-7-10. Adoption.

The City of Salida hereby adopts the most current edition of the National Electric Code which has been adopted by the Colorado State Electrical Board, published by the National Fire Protection Association, Inc., One Batterymatch Park, Quincy, MA 02169-7471, to have the same force and effect as if set forth herein in every particular. New editions of the National Electrical Code shall become effective twelve (12) months after adoption of such new edition by the Colorado State Electrical Board. The subject matter of the adopted code includes comprehensive provisions and standards regulating the design, construction, quality of materials, erection, installation, alteration, repair, location, replacement, addition to, use, or maintenance of electrical systems as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Electrical Code.

Section 14: Code Section 18-7-30, adopting certain violations and penalties to the National Electric Code adopted by Code Section 18-7-10, is hereby amended to read in its entirety as follows:

Section 18-7-30. Violations, Penalties.

It shall be unlawful for any person, owner, occupant, or contractor to erect, construct enlarge, alter, repair, move, improve, remove, rehabilitate, convert, demolish, use, occupy, equip, or maintain any building or structure in the City, or cause the same to be done, contrary to or in violation of any of the provisions of this Section and the NEC. Violations of this Section and/or the NEC shall be punishable by a fine not to exceed two thousand six hundred fifty dollars (\$2,650.00). A separate offense shall be deemed committed for each day, or portion of a day, that a violation of this Section occurs or continues unabated.

Section 15: Code Section 18-12-10, concerning the adoption of the International Fuel Gas Code by reference, is hereby amended as follows:

Section 18-12-10. Adoption.

Pursuant to Title 31, Article 16, Part 2, C.R.S., there is hereby adopted by reference Chapters 1 through 8 **and Appendix Chapter A** of the ~~2015~~ **2021** International Fuel Gas Code (**IFGC**), published by the International Code Council, Inc., 4051 West Flossmoor Road, County Club Hills, IL 60478, to have the same force and effect as if set forth herein in every particular. The subject matter of the adopted code includes comprehensive provisions and standards regulating fuel gas systems and gas-fired appliances as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions, and terms of said Fuel Gas Code as amended in Section 18-12-30.

Section 16: Code Section 18-12-30, adopting certain amendments to the IFGC adopted by Code Section 18-1-10, is hereby amended to read in its entirety as follows:

Section 18-12-30. Amendments.

The following chapters, sections, subsections, paragraphs, and appendices of the IBC are hereby amended as follows:

- (1) Section 101.1 is amended to read:

101.1 Title. These regulations shall be known as the Fuel Gas Code of the City of Salida, and will be cited as such and will be referred to herein as "this Code."

- (2) Section 114 is amended to read in its entirety:

114 Means of Appeal. Appeals of decisions and determinations made by the Building Official shall comply with the process and procedures set forth in the City of Salida Municipal Code Chapter 18, Article VIII, entitled Appeals Process. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder, including fines, have been incorrectly interpreted, the provisions of the code do not fully apply, or an equally good or better form of construction is proposed.

- (3) Delete **Section 303.3 Prohibited Locations Exception # 3** in its entirety.

- (4) Delete **Section 303.3 Prohibited Locations Exception # 4** in its entirety.

- (5) Section 403.3.3 is amended to read:

Section 403.3.3 Copper and Copper Alloy.

Copper and copper alloy pipe shall not be used on natural gas systems.

- (6) Section 403.4.3 is amended to read:

Section 403.4.3 Copper and Copper Alloy Tubing.

Copper and copper alloy tubing shall not be used on natural gas systems.

- (7) Section 404.2 is amended by addition of the following:

Section 404.2 CSST.

[Add the following sentence]

Installation of CSST must be performed by a qualified installer that meets all applicable qualifications of the authority having jurisdiction (AHJ). Qualified certification must be submitted to the building official prior to the inspection of any installed CSST.

- (8) Section 404.20 is amended to read:

404.20 Testing of Piping.

Before any system of piping is put in service or concealed, it shall be permitted with the authority having jurisdiction (AHJ) and shall be tested and inspected by the authority having jurisdiction (AHJ) to ensure it is gastight. Testing, inspection and purging of piping systems shall comply with Section 406.

- (9) Section 406.1.1 is amended to read:

Section 406.1.1 Inspections.

Inspection shall consist of visual examination during or after manufacture, fabrication, assembly, or pressure tests. Inspection shall be performed by the authority having jurisdiction (AHJ) or by an agency or third-party having approval of the building official.

- (10) Section 406.1.2 is amended as follows:

Section 406.1.2 Repairs and Additions.

[Amend the second paragraph to read as follows]

Minor repairs and additions are not required to be tested provided the piping is accessible, limited to a maximum of eight joints and has a total developed length of not more than 6 feet.

- (11) Section 406.6.4 is amended to read:

406.6.4 Placing Appliances and Equipment in Operation.

Gas piping or equipment that has been out of service for a period of longer than six (6) months shall be permitted to be placed in operation only after the piping system has been inspected, tested, and purged per Section 406 (IFGS) of the 2021 International Fuel Gas Code and found to be free from leakage.

- (12) Section 406.6 is amended by addition of the following:

[Add new subsection to read as follows]

Subsection 406.6.5 Disconnected Piping Systems.

When existing piping is disconnected from the source of supply (gas meter removed, gas tank removed, etc.) for more than six (6) months, the piping shall be retested and

inspected in accordance with the requirements of Section 406 (IFGS) of the 2021 International Fuel Gas Code.

(13) Delete **Section 614.3 Cleaning Access** in its entirety.

(14) Section 621 is amended to read:

Section 621 (IFGC) Unvented Room Heaters.

Unvented room heaters are prohibited.

Section 18-12-40. Violations, Penalties.

It shall be unlawful for any person, owner, occupant, or contractor to erect, construct enlarge, alter, repair, move, improve, remove, rehabilitate, convert, demolish, use, occupy, equip, or maintain any building or structure in the City, or cause the same to be done, contrary to or in violation of any of the provisions of this Section and the IFGC. Violations of this Section and/or the IFGC shall be punishable by a fine not to exceed two thousand six hundred fifty dollars (\$2,650.00). A separate offense shall be deemed committed for each day, or portion of a day, that a violation of this Section occurs or continues unabated.

Section 17: Code Section 18-13-10, concerning the adoption of the International Energy Conservation Code by reference, is hereby amended as follows:

Section 18-13-10. Adoption.

Pursuant to Title 31, Article 16, Part 2, C.R.S., there is hereby adopted by reference Chapters 1 [CE] through 6 [CE] and Chapter 1 [RE] – 6 [RE] of the International Energy Conservation Code (IECC), ~~2006~~ **2021** Edition, published by the International Code Council, 4051 West Flossmoor Road, Country Club Hills, IL 60478, to have the same force and effect as if set forth herein in every particular. The subject matter of the adopted code includes comprehensive provisions and standards regulating energy efficient building envelopes and installation of energy efficient mechanical, lighting and power systems as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions, and terms of said Energy Conservation Code as amended in Section 18-13-30.

Section 18: Code Section 18-13-30, adopting certain amendments to the IECC adopted by Code Section 18-13-10, is hereby amended to read in its entirety as follows:

Section 18-13-30. Amendments.

The following chapters, sections, subsections, paragraphs, and appendices of the IECC are hereby amended as follows:

(1) Section C101.1 is amended to read:

C101.1 Title. These regulations shall be known as the Energy Conservation Code of the City of Salida, and will be cited as such and will be referred to herein as "this Code."

(2) Section C110 is amended to read in its entirety:

C110 Board of Appeals. Appeals of decisions and determinations made by the Building Official shall comply with the process and procedures set forth in the City of Salida Municipal Code Chapter 18, Article VIII, entitled Appeals Process. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder, including fines, have been incorrectly interpreted, the provisions of the code do not fully apply, or an equally good or better form of construction is proposed.

(3) Section R101.1 is amended to read:

R101.1 Title. These regulations shall be known as the Energy Conservation Code of the City of Salida, and will be cited as such and will be referred to herein as "this Code."

(4) Section R110 is amended to read in its entirety:

R110 Board of Appeals. Appeals of decisions and determinations made by the Building Official shall comply with the process and procedures set forth in the City of Salida Municipal Code Chapter 18, Article VIII, entitled Appeals Process. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder, including fines, have been incorrectly interpreted, the provisions of the code do not fully apply, or an equally good or better form of construction is proposed

Section 18-13-40. Violations, Penalties.

It shall be unlawful for any person, owner, occupant or contractor to erect, construct enlarge, alter, repair, move, improve, remove, rehabilitate, convert, demolish, use, occupy, equip or maintain any building or structure in the City, or cause the same to be done, contrary to or in violation of any of the provisions of this Section and the IECC. Violations of this Section and/or the IECC shall be punishable by a fine not to exceed two thousand six hundred fifty dollars (\$2,650.00). A separate offense shall be deemed committed for each day, or portion of a day, that a violation of this Section occurs or continues unabated.

Section 19: Code Section 18-14-10, concerning the adoption of the International Property Maintenance Code by reference, is hereby amended as follows:

Section 18-14-10. Adoption.

Pursuant to Title 31, Article 16, Part 2, C.R.S., there is hereby adopted by reference Chapters 1 through 8 of the International Property Maintenance Code (IPMC), ~~2015~~ **2021** Edition,

published by the International Code Council, Inc., 4051 Flossmoor Road, Country Club Hills, IL 60478, to have the same force and effect as if set forth herein in every particular. The subject matter of the adopted code includes comprehensive provisions and standards regulating the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use; and the demolition of such existing structures as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Property Maintenance Code as amended in Section 18-14-30.

Section 20: Code Section 18-14-30, adopting certain amendments to the IPMC adopted by Code Section 18-14-10, is hereby amended to read in its entirety as follows:

Section 18-14-30. Amendments.

The following chapters, sections, subsections, paragraphs, and appendices of the IPMC are hereby amended as follows:

- (1) Section 101.1 is amended to read:

101.1 Title. These regulations shall be known as the Property Maintenance Code of the City of Salida, will be cited as such and will be referred to herein as "this Code."

- (2) Section 103.1 is amended to read:

103.1 Creation of Agency.

The official in charge shall be known as the code official. The Chaffee County Building Safety Department and the code official shall oversee the implementation, administration and enforcement of the provisions of this code.

- (3) Section 103.3 is amended to read:

103.3 Deputies. The Chief of Police, Fire Chief and Code Enforcement Officer shall be deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the code official shall have the authority to appoint other deputy code officials, other related technical officers, inspectors, and other employees.

- (4) Section 107 is amended to read in its entirety:

107 Means of Appeal. Appeals of decisions and determinations made by the Building Official shall comply with the process and procedures set forth in the City of Salida Municipal Code Chapter 18, Article VIII, entitled Appeals Process. An application for

appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder, including fines, have been incorrectly interpreted, the provisions of the code do not fully apply, or an equally good or better form of construction is proposed.

Section 18-14-40. Violations, Penalties.

It shall be unlawful for any person, owner, occupant, or contractor to erect, construct, enlarge, alter, repair, move, improve, remove, rehabilitate, convert, demolish, use, occupy, equip, or maintain any building or structure in the City, or cause the same to be done, contrary to or in violation of any of the provisions of this Article and the IPMC. Violations of this Article and/or the IPMC may be punishable by a fine not to exceed two thousand six hundred fifty dollars (\$2,650.00). A separate offense shall be deemed committed for each day, or portion of a day, that a violation of this Article occurs or continues unabated. As an alternate remedy, after complying with the Notice and Order provisions of IPMC Section 107, the City shall have the right, but not the obligation, to enter the violating property and conduct repairs and/or maintenance necessary to abate a non-emergency violation. The City Administrator shall prepare a statement enumerating the actual costs of abatement and collection plus a surcharge often percent (10%) of the abatement costs to cover inspection and other administrative costs. Such charge shall be payable by the owners at the time of the assessment, personally, and also shall be a perpetual lien upon the respective lots or parcels served relating back to the date upon which the abatement actions were performed. Any such lien may be foreclosed in the same manner as provided by the laws of this state for the foreclosure of mechanics' liens.

Section 21: Code Section 18-16-10, concerning the adoption of the International Swimming Pool and Spa Code by reference, is hereby amended as follows:

Section 18-16-10. Adoption.

Pursuant to Title 31, Article 16, Part 2, C.R.S., there is hereby adopted by reference Chapters 1 through 11 of the ~~2015~~ **2021** International Swimming Pool and Spa Code (**ISPSC**), published by the International Code Council, Inc., 4051 Flossmoor Road, Country Club Hills, IL 60478, to have the same force and effect as if set forth herein in every particular. The subject matter of the adopted code governs the general design and construction of public and residential pools and spas and related piping, equipment, and materials; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Swimming Pool and Spa Code as amended in Section 18-16-30.

Section 22: Code Section 18-16-30, adopting certain amendments to the ISPSC adopted by Code Section 18-16-10, is hereby amended to read in its entirety as follows:

Section 18-16-30. Amendments.

The following chapters, sections, subsections, paragraphs, and appendices of the ISPSC are hereby amended as follows:

- (1) Section 101.1 is amended to read:

101.1 Title. These regulations shall be known as the Swimming Pool and Spa Code of the City of Salida, and will be cited as such and will be referred to herein as "this Code."

- (2) Section 103.1 is amended to read:

103.1 Creation of Agency.

The official in charge shall be known as the code official. The Chaffee County Building Safety Department and the code official shall oversee the implementation, administration, and enforcement of the provisions of this code.

- (3) Section 111 is amended to read in its entirety:

111 Means of Appeal. Appeals of decisions and determinations made by the Building Official shall comply with the process and procedures set forth in the City of Salida Municipal Code Chapter 18, Article VIII, entitled Appeals Process. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder, including fines, have been incorrectly interpreted, the provisions of the code do not fully apply, or an equally good or better form of construction is proposed.

Section 18-16-40. Violations, Penalties.

It shall be unlawful for any person, owner, occupant or contractor to erect, construct enlarge, alter, repair, move, improve, remove, rehabilitate, convert or equip any swimming pool or spa in the City, or cause the same to be done, contrary to or in violation of any of the provisions of this Section. Violations of this Section shall be punishable by a fine not to exceed two thousand six hundred fifty dollars (\$2,650.00). A separate offense shall be deemed committed for each day, or portion of a day, that a violation of this Section occurs or continues unabated.

Section 23: A new Article 18, concerning the International Wildland-Urban Interface Code, is hereby added to Chapter 18, concerning Building Regulations, of the Salida Municipal Code, to read as follows:

ARTICLE XVIII. – WILDLAND-URBAN INTERFACE CODE

Section 18-18-10. -Adoption.

Pursuant to Title 31, Article 16, Part 2, C.R.S., there is hereby adopted by reference Chapters 1 through 9 of the 2021 International Wildland-Urban Interface Code (WUI), published by the International Code Council, Inc., 4051 Flossmoor Road, Country Club Hills, IL 60478, to have the same force and effect as if set forth herein in every particular.

The purpose and subject matter of the WUIC is to prevent wildfire spreading from vegetation to a building by establishing a set of minimum standards to reduce the loss of property from wildfire.

Section 18-18-20. - Copy on file.

At least one (1) copy of the International Wildland-Urban Interface Code has been and is now on file in the office of the City Clerk and may be inspected by any interested persons between the hours of 9:00a.m. and 4:00p.m., Monday through Friday, holidays excepted. The code as finally adopted shall be available for sale to the public through the office of the Building Official

Section 18-18-30. - Amendments.

The following chapters, sections, subsections, paragraphs, and appendices of the WUI are hereby amended as follows:

- (1) Section 101.1 is amended to read:

101.1 Title. These regulations shall be known as the Wildland-Urban Interface Code of the City of Salida, and will be cited as such and will be referred to herein as "this Code."

- (2) Section 103.1 is amended to read:

103.1 Creation of Agency.

The official in charge shall be known as the code official. The Chaffee County Building Safety Department and the code official shall oversee the implementation, administration, and enforcement of the provisions of this code.

- (3) Section 106.3 is amended to read:

Section 106.3 Work exempt from permit.

Unless otherwise provided in the requirements of the *International Building Code*, the *International Residential Code* or the *International Fire Code*, a permit shall not be required for the following:

1. One-story detached accessory structures used as tools sheds, storage sheds, playhouses, and similar uses, provided the floor area does not exceed 120 square feet for non-residential use or 200 square feet for residential use. Such structures shall not be used as habitable spaces, sleeping rooms or for vehicle storage. Structures that have a roof overhang greater than 24", measured on a horizontal plane from the exterior wall, shall be subject to permitting. Any electrical, mechanical, or plumbing work performed on such structures shall require permitting and inspection.

2. Fences not over 7 feet high. Exemption from the permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code, as amended and adopted, or any other adopted codes, laws, or ordinances of this jurisdiction. Exempt structures must adhere to the required setback distance for property lines and shall not be located within the individual lot identified defensible space. Structures exempt from permits shall be located a minimum of 20 feet from any structure. The code official is authorized to stipulate conditions for permits. Permits shall not be issued where public safety would be at risk, as determined by the code official.

- (4) Section 111.1 is amended to read:

111.1 General.

The certificate of occupancy shall not be issued until a statement of compliance/completion is received by the code official. This statement shall stipulate that the building, structure or premises meet the requirements for code compliance with this code, as amended and adopted. The statement of compliance/completion shall be prepared and submitted by the Fire Protection District having authority. If the Fire Protection District having authority is not providing this inspection service at the time of the requested inspection, the property owner or responsible party may self-certify using the certification document provided by the Chaffee County Building Safety Department or may provide a certificate of completion prepared by an approved third-party forester or mitigation professional. The code official is authorized to accept reports submitted by approved third-party agencies, provided that such agencies satisfy the requirements as to qualifications and reliability and have the approval of the code official.

Exception: Reports submitted to the code official by the Fire Chief or the Fire Chief's authorized representative of the Fire District having authority shall be acceptable without submittal of qualifications.

- (5) Section 113 is amended to read in its entirety:

113 Means of Appeal. Appeals of decisions and determinations made by the Building Official shall comply with the process and procedures set forth in the City of Salida Municipal Code Chapter 18, Article VIII, entitled Appeals Process. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder, including fines, have been incorrectly interpreted, the provisions of the code do not fully apply, or an equally good or better form of construction is proposed.

- (6) Section 301.1 is amended to read as follows:

301.1 Scope.

The provisions of this Chapter shall establish and identify the wildland-urban interface area.

(7) Delete **Section 301.2 Objective** in its entirety.

(8) Section 302.1 is amended to read:

Section 302.1 Declaration.

The City of Salida City Council shall declare the wildland-urban interface area within the jurisdiction. The wildland-urban interface area shall be the area of incorporated City of Salida, as defined by the City of Salida Official Zoning Map, as referred to within, Section 16-4-30 of this Code, as adopted by the City of Salida City Council and the Chaffee County Wildfire Risk Map (Exhibit K-1).

(9) Section 302.3 is amended to read:

302.3 Review of Wildland-Urban Interface Areas.

Reevaluation and recommended modification of the wildland-urban interface area may be performed as deemed necessary by the City of Salida City Council.

(10) Section 402.1.1 is amended to read:

402.1.1 Access.

New subdivisions (subdivisions created after the adoption of this Code) shall be provided with fire apparatus access roads in accordance with the City of Salida Land Use Code, the *International Fire Code* and access requirements in accordance with Section 403.

(11) Section 402.1.2 is amended to read:

402.1.2 Water Supply.

New subdivisions (subdivisions created after the adoption of this code) shall provide water supply in accordance with the City of Salida Municipal Code and all applicable regulations.

(12) Section 402.2 is amended to read:

402.2 Individual Structures.

Individual structures shall comply with Section 402.2.1.

(13) Delete **Section 402.2.2 Water Supply** in its entirety.

(14) Delete **Section 402.3 Existing Conditions** in its entirety.

(15) Section 403.2.1 is amended to read:

403.2.1 Dimensions.

Driveways shall provide a clear minimum width of 14 feet and a minimum unobstructed height of 14 feet.

(16) Section 403.2.2 is amended to read:

403.2.2 Length.

Driveways in excess of 150 feet in length shall be provided with turnarounds for emergency vehicles as specified in 403.2.4. Driveways in excess of 400 feet in length shall be provided with turnouts as specified in 403.2.5 in addition to turnarounds.

(17) Section 403.2.5 is amended to read:

403.2.5 Turnouts.

Driveways in excess of 400 feet and at every 400 feet thereafter shall be provided with turnouts. Turnouts shall be a minimum of 10 feet in width and shall be a minimum of 30 feet in length. Driveway turnouts shall be comprised of such material and be constructed to support the weight requirements of a fire apparatus vehicle.

(18) Section 403.6 is amended to read:

403.6 Address Markers.

All buildings, new and existing (when required) shall be provided with an approved permanent address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address signage placed at the roadway, street or driveway shall be placed a minimum of thirty (30) inches above the grade. Address identification characters shall contrast with their background and be reflective. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4 inches in height with a stroke width of not less than ½ inch. Where required by the code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building address cannot be viewed from the public way, a monument, pole or other sign shall be used to identify the structure. Address identification shall be posted at the start of construction (prior to the first required inspection). The permanent address identification shall be completed and installed prior to the final building inspection and shall thereafter be maintained by the property owner.

Exception:

1. Alteration of the character height and stroke width requirements may be approved by the Fire Protection District having jurisdiction authority.

(19) Section 403.7.1 is amended to read:

403.7.1 Fire Apparatus Access Roads.

The gradient (slope) for fire apparatus access roads shall not exceed the maximum approved per the City of Salia Land Use Code, as adopted by the City of Salida City Council.

(20) Section 403.7.2 is amended to read:

403.7.2 Driveways.

The average gradient (slope) for driveways shall not exceed eight percent (8%). Certification of the driveway gradient must be provided to the code official prior to or as part of a certificate of completion. This certification shall be prepared, signed and sealed by a Colorado Professional Licensed Surveyor, a Colorado licensed Engineer or Architect or by an approved third-party agency. The code official is authorized to accept reports of approved third-party agencies, provided that such agencies satisfy the requirements as to qualifications and reliability and have the approval of the code official. Where this requirement cannot be met due to site restrictions, internal fire sprinklers shall be installed within the habitable space of the structure. Automatic fire sprinkler systems that are installed in one- and two-family dwellings and townhouses shall comply with the regulations and requirements of Section P2904.

(21) Section 501.1 is amended to read:

501.1 Scope.

Buildings, structures, and additions to existing buildings within the City of Salida Wildfire Hazard Mitigation area shall be constructed in accordance with the International Building Code, the International Residential Code, this code, as amended, and all other codes as adopted by the City of Salida City Council.

Exceptions:

1. One-story detached accessory residential structures used as tool sheds, storage sheds, playhouses, or similar uses with a floor area of less than 200 square feet and having a roof overhang of 24" or less, measured on a horizontal plane from the exterior wall.
2. One-story detached accessory non-residential structures used as tool sheds, storage sheds, playhouses, or similar uses with a floor area of less than 120 square feet and having a roof overhang of 24" or less, measured on a horizontal plane from the exterior wall.
3. Detached residential greenhouses with a floor area of not more than 600 square feet.
3. Agricultural use structures for which an agricultural permit exemption has been granted by the code official.

Structures identified in the above-listed exceptions shall adhere to the required setback distance for property lines as identified in the City of Salida Land Use Code and shall not be located within the individual lot identified defensible space.

Structures exempt from permits shall be located a minimum of 20 feet from any structure

(22) Section 501.2 is amended to read:

501.2 Objective.

The objective of this chapter is to establish minimum standards to locate, design and construct buildings and structures or portions thereof located or to be located within the Chaffee County Wildfire Hazard Mitigation area for the protection of life and property, to resist damage from wildfires and to mitigate building and structure fires from spreading to wildland fuels.

(23) Section 502.1 is amended to read:

502.1 General.

The fire hazard of building sites for buildings hereafter constructed, modified or relocated into wildland-urban interface areas shall be established in accordance with the Chaffee County Wildfire Risk Map (Exhibit K-1). Fire hazard severity designations shall be amended to follow the area designations as identified by the Chaffee County Wildfire Risk Map (Exhibit K-1).

Class 1 = Extreme Risk

Class 2 = High Risk

Class 3 = Moderate Risk

(24) Delete **Section 502.2 Fire Hazard Severity Reduction** in its entirety.

(25) Section 503 is amended to read:

Section 503. General.

Buildings and structures hereafter constructed, modified or relocated into or within the wildland-urban interface area shall meet the construction requirements in accordance with the Chaffee County Land Use code and this adopted code. Class 1 (Extreme Risk), Class 2 (High Risk) and Class 3 (Moderate Risk) ignition resistant construction shall be in accordance with Sections 504, 505 and 506 respectively. Materials required to be ignition resistant materials shall comply with the requirements of Section 503.2.

(26) Section 504.1 is amended to read:

Section 504.1 General.

Ignition resistant construction for areas designated as Extreme Risk shall be in accordance with Sections 504.2 through 504.11.

(27) Section 504.2 is amended to read:

Section 504.2 Roof Assembly.

Roofs shall have a roof assembly that complies with a Class A rating when tested in accordance with ASTM E108 or UL 790. This will apply to any construction under permit, residential or commercial, to include new construction, additions, alterations, repairs or replacements.

Exceptions:

1. Unchanged
2. Unchanged
3. Unchanged

(28) Section 504.2.1 is amended to read:

504.2.1 Roof Valleys.

Any construction under permit, residential or commercial, to include new construction, additions, alterations, repairs or replacements, where roof valleys are provided, shall have valley flashings of not less than 0.019 inch (0.48 mm) (No. 26 galvanized sheet gage) corrosion-resistant metal installed over a minimum 36-inch-wide (914 mm) underlayment consisting of one layer of 72-pound (32.4kg) mineral-surfaced, nonperforated cap sheet complying with ASTM D3909 running the full length of the valley.

(29) Section 504.3 is amended to read:

504.3 Protection of Eaves.

Eaves and soffits, on residential and commercial new construction buildings only, shall be protected on the exposed underside by one of the following methods or materials:

1. Tested assemblies having an approved 1-hr. fire-resistance rating (i.e. 2 layers 5/8" Type X gypsum board).
2. Nominal 2" solid wood (T&G).
3. Nominal 2" solid wood fire blocking installed from the top of the exterior wall to the underside of the roof sheathing.
4. Ignition-resistant materials in accordance with Section 503.2 of this chapter
5. Non-combustible materials.
6. Fire-retardant-treated-wood (FRTW) materials.
7. Heavy timber construction.

(30) Section 504.5 is amended as follows:

504.5 Exterior Walls.

5. Ignition-resistant materials complying with Section 503.2 on the exterior side. These materials may include, but are not limited to, fiber cement siding, 3 coat stucco, masonry, brick, and manufactured stone.

(31) Delete **Section 504.6 Underfloor Enclosure** in its entirety.

(32) Section 504.7 is amended to read:

504.7 Appendages and Projections.

Exposed exterior deck surfaces, stair treads, stair risers, handrail system assemblies and guardrail system assemblies shall be of ignition resistant materials.

(33) Delete **Section 504.7.1 Underfloor Areas** in its entirety.

(34) Delete **Section 504.9 Exterior Doors** in its entirety.

(35) Section 504.10 is amended to read:

504.10 Vents.

Vent screens shall be 1/4" screen or otherwise specifically designed to prevent the intrusion of fire embers.

(36) Section 504.10.1 is amended to read:

504.10.1 Vent Locations.

Attic ventilation vents located in soffits, in eave overhangs, between rafters at eaves or in other overhang areas shall be specifically designed to prevent the intrusion of fire embers. Gable end and dormer vents shall be located not less than 10 feet from lot lines. Underfloor ventilation openings shall be located as close to grade as possible.

(37) Section 504.11 is amended as follows:

504.11 Detached Structures.

[Delete the following text]

50 feet

[Replace with]

20 feet

(38) Delete **Section 504.11.1 Underfloor areas** in its entirety.

(39) Section 505.1 is amended to read:

505.1 General.

Ignition resistant construction for areas designated as High Risk shall be in accordance with Sections 505.2 through 505.11.

(40) Section 505.2 is amended to read:

505.2 Roof Assembly.

Roofs shall have a roof assembly that complies with a Class A rating when tested in accordance with ASTM E108 or UL 790. This will apply to any construction under permit, residential or commercial, to include new construction, additions, alterations, repairs, or replacements.

(41) Section 505.2.1 is amended to read:

505.2.1 Roof Valleys.

Any construction under permit, residential or commercial, to include new construction, additions, alterations, repairs or replacements, where roof valleys are provided, shall have valley flashings of not less than 0.019 inch (0.48 mm) (No. 26 galvanized sheet gage) corrosion-resistant metal installed over a minimum 36-inch-wide (914 mm) underlayment consisting of one layer of 72-pound (32.4kg) mineral-surfaced, nonperforated cap sheet complying with ASTM D3909 running the full length of the valley.

(42) Section 505.3 is amended to read:

505.3 Protection of Eaves.

Eaves and soffits, on residential and commercial new construction buildings only, shall be protected on the exposed underside by one of the following methods or materials:

1. Solid materials with a minimum thickness of $\frac{3}{4}$ ".
2. Tested assemblies having an approved 1-hr. fire-resistance rating (i.e. 2 layers 5/8" Type X gypsum board)
3. Nominal 2" solid wood (T&G)
4. Nominal 2" solid wood fire blocking installed from the top of the exterior wall to the underside of the roof sheathing.
5. Ignition-resistant materials in accordance with Section 503.2 of this chapter
6. Non-combustible materials
7. Fire-retardant-treated-wood (FRTW) materials

8. Heavy timber construction. Exposed rafter tails shall not be permitted unless constructed of heavy timber materials.

(43) Section 505.5 is amended as follows:

Section 505.5 Exterior Walls

5. Ignition-resistant materials complying with Section 503.2 on the exterior side. These materials may include, but are not limited to, fiber cement siding, 3 coat stucco, masonry, brick, and manufactured stone.

(44) Delete **Section 505.6 Underfloor Enclosure** in its entirety.

(45) Section 505.7 is amended to read:

Section 505.7 Appendages and Projections.

Exposed exterior deck surfaces, stair treads, stair risers, handrail system assemblies and guardrail system assemblies shall be of ignition resistant materials.

(46) Delete **Section 505.7.1 Underfloor Areas** in its entirety.

(47) Delete **Section 505.9 Exterior Doors** in its entirety.

(48) Section 505.10 is amended to read:

505.10 Vents.

Vent screens shall be 1/4" screen or otherwise specifically designed to prevent the intrusion of fire embers.

(49) Section 505.10.1 is amended to read:

505.10.1 Vent Locations.

Attic ventilation vents located in soffits, in eave overhangs, between rafters at eaves or in other overhang areas shall be specifically designed to prevent the intrusion of fire embers. Gable end and dormer vents shall be located not less than 10 feet from lot lines. Underfloor ventilation openings shall be located as close to grade as possible.

(50) Section 505.11 is amended as follows:

505.11 Detached Structures.

[Delete the following text]

50 feet

[Replace it with]

20 feet

(51) Delete **Section 505.11.1 Underfloor Areas** in its entirety.

(52) Section 506.1 is amended to read:

506.1 General.

Ignition resistant construction for areas designated as Moderate Risk shall be in accordance with Sections 506.2 through 506.4.

(53) Section 506.2 is amended to read:

506.2 Roof Assembly.

Roofs shall have a roof assembly that complies with a Class A rating when tested in accordance with ASTM E108 or UL 790. This will apply to any construction under permit, residential or commercial, to include new construction, additions, alterations, repairs, or replacements.

(54) Section 506.2.1 is amended to read:

506.2.1 Roof Valleys.

Any construction under permit, residential or commercial, to include new construction, additions, alterations, repairs or replacements, where roof valleys are provided, shall have valley flashings of not less than 0.019 inch (0.48 mm) (No. 26 galvanized sheet gage) corrosion-resistant metal installed over a minimum 36-inch-wide (914 mm) underlayment consisting of one layer of 72-pound (32.4kg) mineral-surfaced, nonperforated cap sheet complying with ASTM D3909 running the full length of the valley.

(55) Delete **Section 506.3 Underfloor Enclosure** in its entirety.

(56) Section 507.1 is amended to read:

507.1 General.

Any roof replacement or repair under permit, to include additions, alterations, repair or replacements shall have a roof assembly that complies with a Class A rating when tested in accordance with ASTM E108 or UL 790.

(57) Section 601.1 is amended to read:

Section 601.1 Scope.

The provisions of this chapter establish general requirements for new buildings, new structures and premises hereafter constructed, modified, located or relocated into or within the wildland-urban interface areas.

(58) Delete **Section 602 Automatic Sprinkler Systems** in its entirety.

(59) Section 603.2 is amended to read:

Section 603.2 Fuel Modification.

Buildings and structures hereafter constructed, modified, or relocated into or within the wildland-urban interface area shall comply with the defensible space requirements contained in Table 603.2. For all other purposes the fuel modification distances shall be 30 feet or to the lot line, whichever is less.

(60) Section 603.2.3 is amended to read:

Section 603.2.3 Responsible Party.

Persons owning, leasing, controlling, operating, or maintaining buildings or structures requiring defensible spaces are responsible for modifying or removing non-fire resistive vegetation on the property owned, leased, or controlled by said person. The responsible party shall be delegated as the person responsible for meeting the provisions of the following subsections:

603.2.2 Trees.

603.2.3 Ground cover.

(61) Section 604.3 is amended by addition of the following:

604.3 Responsibility.

[Add the following text to the end of the subsection]

The responsible party shall be delegated as the person responsible for meeting the provisions of the following subsections;

604.4 Trees.

604.4.1 Chimney clearance.

604.4.2 Deadwood removed.

(62) Section 605.1 is amended to read:

605.1 General.

Buildings and structures hereafter constructed, modified, or relocated into or within the wildland-urban interface area that contain chimneys serving fireplaces, barbecues, incinerators or decorative heating appliances in which solid or liquid fuels used, shall be provided with a spark arrestor. Spark arrestors shall be constructed of woven or welded

wire screening of 12 USA standard gage wire (0.1046 inch) (2.66 mm) having openings not exceeding ½" (12.7 mm).

Section 18-16-40. Violations, Penalties.

It shall be unlawful for any person, owner, occupant, or contractor to erect, construct enlarge, alter, repair, move, improve, remove, rehabilitate, convert, demolish, use, occupy, equip, or maintain any building or structure in the City, or cause the same to be done, contrary to or in violation of any of the provisions of this Section and the WUI. Violations of this Section and/or the WUI shall be punishable by a fine not to exceed two thousand six hundred fifty dollars (\$2,650.00). A separate offense shall be deemed committed for each day, or portion of a day, that a violation of this Section occurs or continues unabated.

Section 24: This Ordinance shall become effective on March 1, 2024.

Section 25: Severability. The provisions of this ordinance are severable and the invalidity of any section, phrase, clause, or portion of the ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the ordinance.

INTRODUCED ON FIRST READING, FINAL ADOPTED, AND ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the City of Salida by the City Council on the 2nd day of January, 2024, and set for second reading and public hearing on the 16th day of January, 2024.

INTRODUCED ON SECOND READING, FINAL ADOPTED, AND ORDERED PUBLISHED BY TITLE ONLY, on the 16th day of January, 2024.

CITY OF SALIDA, COLORADO

By: _____

Dan Shore, Mayor

[SEAL]

ATTEST

City Clerk Erin Kelley

