# City Council Regular Meeting

448 E 1st Street, Room 190 Salida, Colorado 81201
August 19, 2025 at 6:00 PM

## Agenda

Please register, **BY 4:30 pm the day of the meeting,** for Regular City Council Meeting
https://zoom.us/webinar/register/WN_IJIzcmlQTgqcTEDomhRz5A
After registering, you will receive a confirmation email containing information about joining the webinar. To watch live meetings:
http://www.youtube.com/@cityofsalidacolorado

**Civility Invocation**

**Call to Order**

Pledge of Allegiance

Roll Call

**Amendment(s) to Agenda**

**Consent Agenda**

**1.** Approve Agenda

**2.** Approve August 5, 2025 Minutes

**3.** Approve FIBArk End of Season Fundraiser Special Event Liquor License

**4.** Approve Fiber Fest Special Event Liquor License

**5.** Approve Small Town for the Cause Special Event Liquor License

**6.** Approve final payment to Douglass Colony for the fire house solar grant.

**7.** Approval of Professional Services Agreement between the City of Salida and Northpointe Development for the Low-Income Housing Tax Credit (LIHTC) Senior Housing Rental Project at 507 Scott Street

**8.** Approve Contract with McMahan and Associates, LLC for financial audit services.

**9.** Approve Letter of Engagement for Bond Counsel

**Citizen Comment–Three (3) Minute Time Limit**

**Unfinished Business / Action Items**

**10.** **Ordinance 2025-14** An Ordinance of the City of Salida, Colorado Annexing to the City of Salida a Certain Tract of Land in Unincorporated Chaffee County Known as the 5-H LLC

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.719-530-2626 at least 48 hours in advance.

Annexation. **Second Reading and Public Hearing**

**11.** **Ordinance 2025-15** An Ordinance of the City of Salida, Colorado Zoning Certain Real Property Known as the 5-H LLC Annexation as High Density Residential (R-3) Zone District. **Second Reading and Public Hearing**

**New Business / Action Items**

**12.** Accepting Resignation of Charlie Goodson from the Chaffee Housing Authority Board

**13.** **Resolution 2025-36** A Resolution of the City Council of the City of Salida, Colorado, Making Findings of Fact, Determinations, and Conclusions Concerning the 5-H LLC Annexation

**14.** **Resolution 2025-37** A Resolution of the City Council of the City of Salida, Colorado, approving the Salida Quality Farms, LLC / Meadowlark Drive Subdivision. **Public Hearing**

**15.** **Resolution 2025-38** A Resolution of the City Council of the City of Salida, Colorado, Submitting a Ballot Question to the Electors of the City on the November 4, 2025 Ballot, Regarding F Street Access During the Summer Months of 2026, 2027 and 2028.

**16.** **Resolution 2025-39** A Resolution of the City Council of the City of Salida, Colorado, Approving an Annexation Agreement with Block 7 Development LLC for the Annexation of Certain Real Property into the City.

**Councilors, Mayor and City Treasurer Reports**

**Council Reports**
Martin
Pappenfort - Finance Committee
Fontana - Finance Committe and Greater Salida Recreation Corporation Board
Naccarato - CHA and Sustainability Board
Critelli
Stephens - Airport Board and PROST

Mayor Report

Attorney Report

Treasurer Report

Department Updates

**Adjourn**

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City Clerk | Deputy City Clerk

Mayor

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.719-530-2626 at least 48 hours in advance.

# City Council Regular Meeting

448 E 1st Street, Room 190 Salida, Colorado 81201
July 15, 2025 at 6:00 PM

## Minutes

Please register for Regular City Council Meeting
https://zoom.us/webinar/register/WN_IJIzcmlQTgqcTEDomhRz5A
After registering, you will receive a confirmation email containing information about joining the webinar. To watch live meetings:
http://www.youtube.com/@cityofsalidacolorado

**Civility Invocation**

**Call to Order**

**Pledge of Allegiance**

**Roll Call**

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

**Amendment(s) to Agenda**

**Consent Agenda**

Council Member Martin moved to combine and approve items on the consent agenda, seconded by Council Member Pappenfort.
Voting Yea: Council Member Naccarato, Council Member Critelli, Council Member Pappenfort, Council Member Fontana, Council Member Stephens, Council Member Martin

Approve Agenda

Approve July 15, 2025 Minutes

Approve Employee Handbook Update

**Ordinance 2025-14** An Ordinance of the City of Salida, Colorado Annexing to the City of Salida a Certain Tract of Land in Unincorporated Chaffee County Known as the 5-H LLC Annexation. **Approve on first reading and set second reading and public hearing for August 19, 2025**

**Ordinance 2025-15** An Ordinance of the City of Salida, Colorado Zoning Certain Real Property Known as the 5-H LLC Annexation as High Density Residential (R-3) Zone District. **Approve on first reading and set second reading and public hearing for August 19, 2025**

**MOTION PASSED**

**Citizen Comment–Three (3) Minute Time Limit**
Greg Reed, Paul Jensen, Sofia Adinolfi, Sue Sulley, Tony Aguero and Adam Martinez spoke during citizen comment.

**Liquor Licensing Authority**

New Hotel and Restaurant Liquor License for Siam Noodles, Inc, dba Siam Noodles at 216 North F Street

Mayor Shore opened the Public Hearing. Hearing no further comments, the Mayor closed the public hearing.

Council Member Critelli moved to approve a new Hotel and Restaurant Liquor License for Siam Noodles, Inc., seconded by Council Member Martin.
Voting Yea: Council Member Naccarato, Council Member Critelli, Council Member Pappenfort, Council Member Fontana, Council Member Stephens, Council Member Martin

**MOTION PASSED**

**Unfinished Business / Action Items**

**New Business / Action Items**

**Resolution 2025-33** A Resolution of the City Council of the City of Salida, Colorado, Approving an Annexation Agreement with Russell and Tangie Granzella for the Annexation of Certain Real Property into the City

Council Member Martin moved to approve Resolution 2025-33, seconded by Council Member Fontana.
Voting Yea: Council Member Naccarato, Council Member Critelli, Council Member Pappenfort, Council Member Fontana, Council Member Stephens, Council Member Martin.

**MOTION PASSED**

**Resolution 2025-34** 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

Council Member Pappenfort moved to approve Resolution 2025-34, seconded by Council Member Martin.

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

**MOTION PASSED**

**Resolution 2025-35** A Resolution of the City Council of the City of Salida, Colorado, approving Citizen Appointments to the Parks, Recreation, Open Space, and Trails Advisory Board Pursuant to Section 2-14-10 if the Salida Municipal Code

Council Member Naccarato moved to approve Resolution 2025-35, seconded by Council Member Fontana.
Voting Yea: Council Member Naccarato, Council Member Critelli, Council Member Pappenfort, Council Member Fontana, Council Member Stephens, Council Member Martin

**MOTION PASSED**

**Councilors, Mayor and City Treasurer Reports**

**Council Reports**
Fontana - Finance Committee and Greater Salida Recreation Corporation Board
Stephens - Airport Board and PROST
Martin
Critelli
Naccarato - CHA and Sustainability Board
Pappenfort - Finance Committee

Reports were given.

Council Member Stephens requested a work session to discuss the potential of reallocating street funds. The request was supported by the remaining council members.

Council Member Martin requested that the F Street Pedestrian Mall Closure during the summer months, for the next three years be on the November ballot. The request was supported by the remaining council members.

Council Member Naccarato requested staff bring forward a resolution for the removal of a Chaffee Housing Authority Board Member. The request was supported by the remaining council members.

**Mayor Report**
Report was given.

**Attorney Report**

**Treasurer Report**

**Department Updates**

**Adjourn** Meeting adjourned at 7:27 pm

City Clerk | Deputy City Clerk

Mayor

Lindsay Sutton-Stephens
President, Board of Directors
FIBArk Community Paddling Program
240 North F Street
Salida, CO 81201

July 28, 2025

To Whom It May Concern,

On behalf of the FIBArk Whitewater Festival and Community Paddling Center, I am writing to formally request approval to serve and sell malt, vinous, and spirituous liquors during our upcoming *End of Season Fundraiser*, to be held at the FIBArk Boathouse.

The proposed location for alcohol service is the FIBArk Community Boathouse and surrounding property, located at 240 North F Street, Salida, Colorado. We are proposing this event take place on Friday, September 5th, 2025..

We appreciate your consideration of this request and your continued support of the FIBArk Whitewater Festival and Community Paddling Center. We are proud to contribute to this long-standing Salida tradition and are committed to creating a safe, positive, and welcoming environment for all participants and guests of the FIBArk Whitewater Festival, Community Paddling Program, and all surrounding events and programs.

Please don't hesitate to reach out with any questions or if additional information is needed.

Sincerely,
Lindsay Sutton-Stephens
President, Board of Directors
FIBArk Whitewater Festival and Community Paddling Center

Docusign Envelope ID: C711C330-D561-407E-B75C-4B3342F6DFA4

DR 8439 (06/28/06)

**COLORADO DEPARTMENT OF REVENUE**
LIQUOR ENFORCEMENT DIVISION
1375 SHERMAN STREET
DENVER CO 80261
(303) 205-2300

# APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

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

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

| LIAB | TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR: | |
|---|---|---|
| 2110 ☑ | MALT, VINOUS AND SPIRITUOUS LIQUOR | $25.00 PER DAY |
| 2170 ☐ | FERMENTED MALT BEVERAGE (3.2 Beer) | $10.00 PER DAY |

**DO NOT WRITE IN THIS SPACE**
LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE
FIBArk Community Paddling Center

State Sales Tax Number (Required) [redacted]

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP)
PO Box 54
Salida - CO - 81201

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP)
FIBArk Boathouse
240 N F Street
Salida - CO - 81201

| NAME | DATE OF BIRTH | HOME ADDRESS (Street, City, State, ZIP) | PHONE NUMBER |
|---|---|---|---|
| 4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE<br>Lindsay Sutton-Stephens | [redacted] | [redacted] | [redacted] |
| 5. EVENT MANAGER<br>Lindsay Sutton-Stephens | [redacted] | [redacted] | [redacted] |

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?
☐ NO ☑ YES HOW MANY DAYS? 5

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

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

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

| Date | Date | Date | Date | Date |
|---|---|---|---|---|
| Hours From 2:00 P .m. | Hours From .m. | Hours From .m. | Hours From .m. | Hours From .m. |
| To 11:00P .m. | To .m. | To .m. | To .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 | DATE |
|---|---|---|
| DocuSigned by: Lindsay Sutton-Stephens 6C5D22A278AD4BB... | FIBArk President | 7/28/25 |

## REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

**THEREFORE, THIS APPLICATION IS APPROVED.**

| LOCAL LICENSING AUTHORITY (CITY OR COUNTY) | ☐ CITY ☐ COUNTY | TELEPHONE NUMBER OF CITY/COUNTY CLERK |
|---|---|---|
| SIGNATURE | TITLE | DATE |

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

**LIABILITY INFORMATION**

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

(Instructions on Reverse Size)

**VALID ONLY FOR THIS ORGANIZATION AT THIS LOCATION**

FIBArk Community Paddling Center

FIBArk Boathouse

240 N F St

Salida, CO 81201

# SPECIAL EVENTS PERMIT
# MALT, VINOUS AND SPIRITUOUS LIQUOR

| FROM | Date<br>9/5/25 | Hour<br>2:00 PM | TO | Date<br>9/5/25 | Hour<br>11:00 PM |
|---|---|---|---|---|---|

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

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

In testimony whereof, The City Council has hereunto subscribed its name by its officers duly authorized this 1st day of October 2024.

ATTEST: The City of Salida

_____ _____

Deputy City Clerk City Clerk

**THIS LICENSE IS TO BE POSTED IN A CONSPICUOUS PLACE**

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,

FIBARK COMMUNITY PADDLING CENTER

is a

Nonprofit Corporation

formed or registered on 04/15/2014 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 20141239573 .

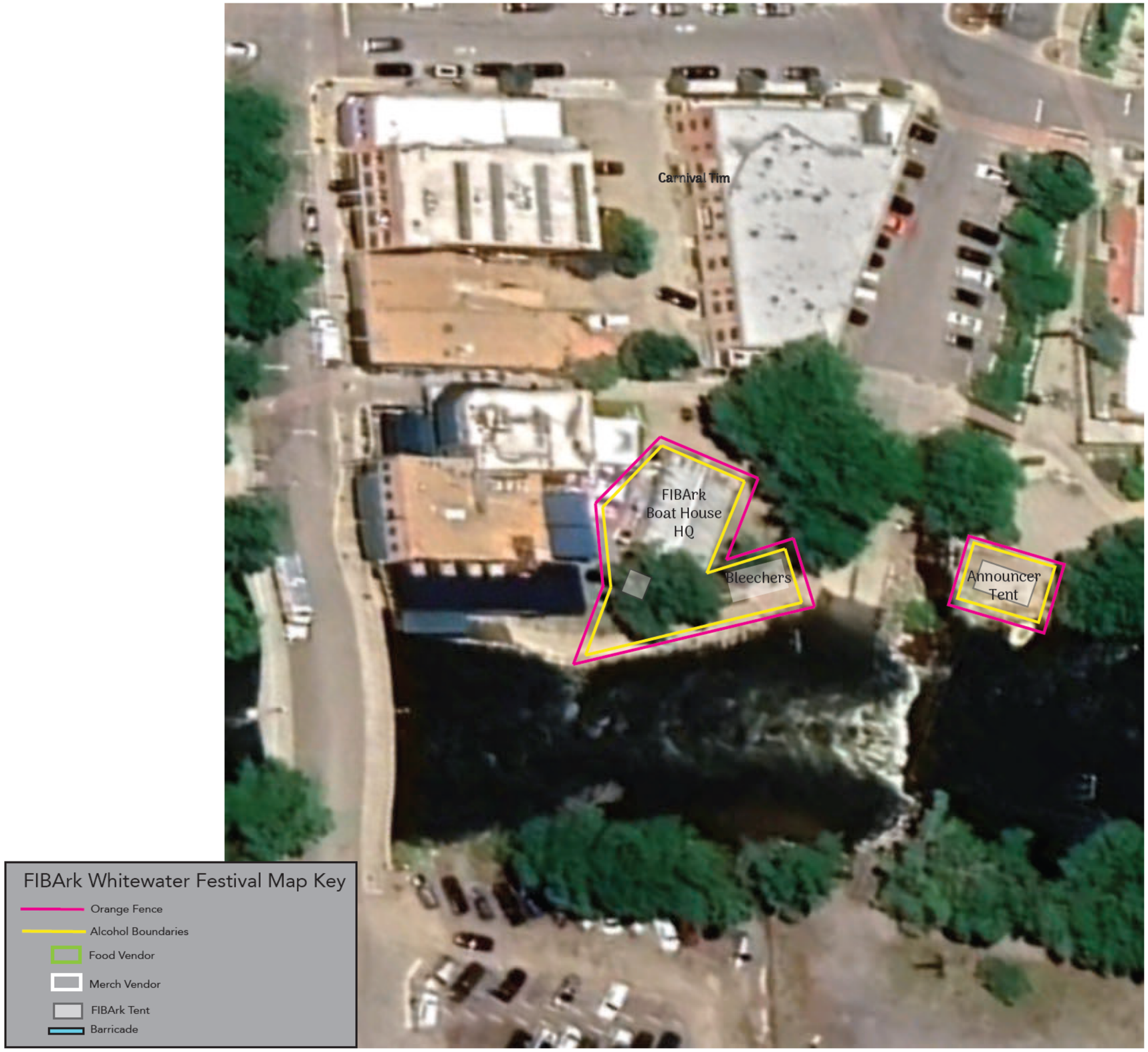
This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/11/2025 that have been posted, and by documents delivered to this office electronically through 02/12/2025 @ 11:53:03 .

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 02/12/2025 @ 11:53:03 in accordance with applicable law. This certificate is assigned Confirmation Number 16993001 .

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."*


Carnival Tim
FIBArk
Boat House
HQ
Bleechers
Announcer
Tent
FIBArk Whitewater Festival Map Key
Orange Fence
Alcohol Boundaries
Food Vendor
Merch Vendor
FIBArk Tent
Barricade

# PUBLIC NOTICE

(Pursuant to § 44-5-106(2), C.R.S.)

**DATE/TIME POSTED:** August 9, 2025 at 10:00 a.m./p.m.

## PROPOSED SPECIAL EVENT LIQUOR PERMIT

FIBArk Community Paddling Center, has filed an Application for a **SPECIAL EVENT LIQUOR PERMIT** to be held on September 5, 2025, from 2:00 a.m./p.m. to 11:00 a.m./p.m. at the following address:

FIBArk Boathouse
240 N F St
Salida, CO 81201

## PROTEST PROCEDURE

Any affected person who wishes to protest the issuance of the permit must file a WRITTEN PROTEST within ten (10) days of the date and time posted as set forth above, stating the grounds for the protest and the name, address, email address (if any), and telephone number of the person filing the protest. A written protest will be considered filed upon receipt. Written protests may be filed by sending them to the U.S. Mail or Email address set forth below:

**U.S. Mail Address:** City of Salida
448 E. 1st St, Suite 112
Salida, CO 81201

**E-Mail Address:** clerk@cityofsalida.com

## HEARING

The local licensing authority, or its assigned administrative officer (which may be the Colorado Liquor Enforcement Division), shall cause a hearing to be held if, after investigation and upon review of the contents of any timely written protest(s) filed by any affected person(s), sufficient grounds appear to exist for the denial of the special event permit. Any hearing required pursuant to § 44-5-107(3), C.R.S., Regulation 47-1002 1 CCR 203-2, or any hearing held at the discretion of the local licensing authority, or its assigned administrative officer, shall be held at least ten (10) days after the date of posting of the public notice, shown above, and notice of the hearing shall be provided to the Applicant and any person who has filed a written protest.

July 30, 2025

Salida City Council

Re: Salida Fiber Festival

September 5-7, 2025

Riverside Park

We are happy to be hosting the 114th annual Salida Fiber Festival, held at Riverside Park!

Currently we have 42 vendors accepted, showcasing the fiber arts with locally produced products.

The festival begins with vendor set-up on Sept 5, from 9:00 a.m. and ends on Sunday September 7 at 4 p.m.

We will be doing a "soft closure" of Sackett St. to allow for vendor unloading. Barricades will be set up and manned by volunteers to allow passage of vehicles as needed. No closures will be in effect past 5 p.m. on Friday.

Waste Management is contracted for 10- 64 gallon trash cans and 6 recycle containers

Unlimited Sanitary will be placing 6 porta-potties and 2 handwash stations on Friday morning and has been contracted with extra cleanings/service throughout the event weekend.

The sheriff's office has been contacted to provide security for the event at night, for Friday and Saturday.

Continental Divide Productions has been contracted to provide a basic sound system for announcements only.

Two food truck vendors and one Coffee vendor have been contracted with to provide food and beverage and have applied for the appropriate special event licenses.

A beer/wine garden will once again be in place, for service of beverages. We do completely enclose the beer Garden with portable fencing panels, with gates. Volunteers will be on staff monitoring the area to ensure no beverages leave the enclosure.

Over 1500-2000 attend this event in past years, and we fully expect at least an equal attendance this year.

Thank you,

Respectfully submitted

Salida Fiber Festival Committee

Jane Levene / Peggy Reininger

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

# APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

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

| LIAB | TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR: | |
|---|---|---|
| 2110 [x] | MALT, VINOUS AND SPIRITUOUS LIQUOR | $25.00 PER DAY |
| 2170 [ ] | FERMENTED MALT BEVERAGE (3.2 Beer) | $10.00 PER DAY |

**DO NOT WRITE IN THIS SPACE**
LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE
Salida Fiber Festival/Jane E Levene

State Sales Tax Number (Required) [redacted]

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP)
[redacted]

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP)
Riverside Park
Salida CO 81201

| NAME | DATE OF BIRTH | HOME ADDRESS (Street, City, State, ZIP) | PHONE NUMBER |
|---|---|---|---|
| 4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE<br>Jane Templeton | [redacted] | [redacted] | |
| 5. EVENT MANAGER<br>Jane E Levene | [redacted] | [redacted] | [redacted] |

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

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

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

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

| Date 9/5/25 | Date 9/6/25 | Date 9/7/25 | Date | Date |
|---|---|---|---|---|
| Hours From 10 AM .m. To 8:00 PM .m. | Hours From 10:00AM .m. To 6:00PM .m. | Hours From 10:00AM .m. To 4:00PM .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 | DATE |
|---|---|---|
| Jane E Levene | Event Manager | 6/3/2025 |

## REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

**THEREFORE, THIS APPLICATION IS APPROVED.**

| LOCAL LICENSING AUTHORITY (CITY OR COUNTY) | [ ] CITY [ ] COUNTY | TELEPHONE NUMBER OF CITY/COUNTY CLERK |
|---|---|---|
| SIGNATURE | TITLE | DATE |

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

**LIABILITY INFORMATION**

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

(Instructions on Reverse Size)

**VALID ONLY FOR THIS ORGANIZATION AT THIS LOCATION**

Salida Fiber Festival

Riverside Park

170 E Sackett Ave

Salida, CO 81201

# SPECIAL EVENTS PERMIT
# MALT, VINOUS AND SPIRITUOUS LIQUOR

| | | | | | |
|---|---|---|---|---|---|
| FROM | Date 9/5/25 | Hour 10:00 AM | TO | Date 9/5/25 | Hour 8:00 PM |
| FROM | Date 9/6/25 | Hour 10:00 AM | TO | Date 9/6/25 | Hour 6:00 PM |
| FROM | Date 9/7/25 | Hour 10:00 AM | TO | Date 9/7/25 | Hour 4:00 PM |

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

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

In testimony whereof, The City Council has hereunto subscribed its name by its officers duly authorized this 1st day of October 2024.

ATTEST: The City of Salida

_____ _____

Deputy City Clerk City Clerk

**THIS LICENSE IS TO BE POSTED IN A CONSPICUOUS PLACE**

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 Fiber Festival

is a

Nonprofit Corporation

formed or registered on 10/30/2011 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 20111605403 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/12/2024 that have been posted, and by documents delivered to this office electronically through 11/12/2024 @ 10:47:19 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 11/12/2024 @ 10:47:19 in accordance with applicable law. This certificate is assigned Confirmation Number 16560382 .

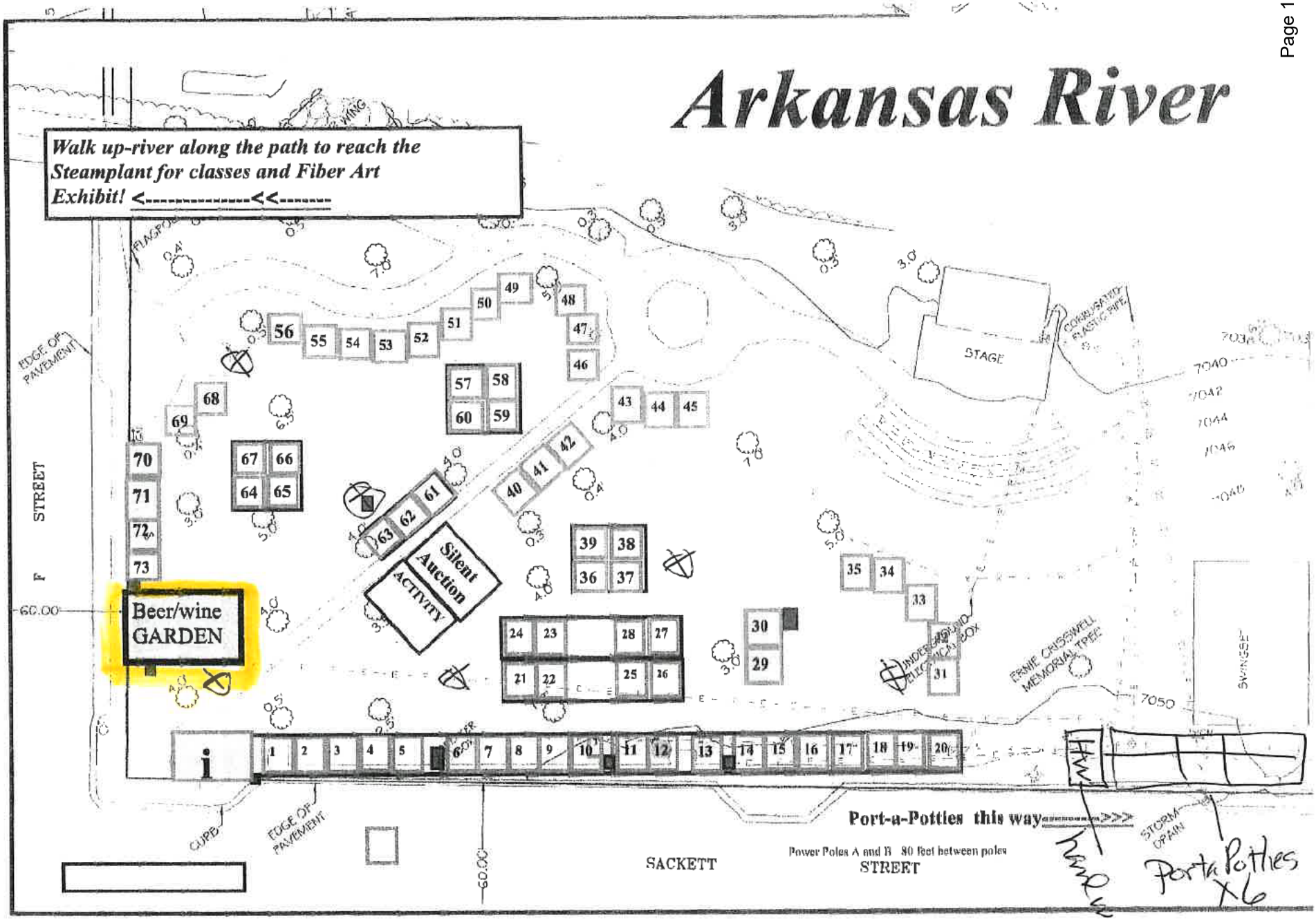
Jena Griswold

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."*

# Arkansas River




⊗-trash totes

hand wash tz

Porta Potties X6

# PUBLIC NOTICE

(Pursuant to § 44-5-106(2), C.R.S.)

**DATE/TIME POSTED:** August 9, 2025 at 10:00 a.m./p.m.

## PROPOSED SPECIAL EVENT LIQUOR PERMIT

Salida Fiber Festival, has filed an Application for a **SPECIAL EVENT LIQUOR PERMIT** to be held on (see below), 20____, from _____ a.m./p.m. to _____ a.m./p.m. at the following address:

9/5/25 10am - 8pm
9/6/25 10am - 6pm
9/7/25 10am - 4pm

Riverside Park
170 E Sackett Ave.
Salida, CO 81201

## PROTEST PROCEDURE

Any affected person who wishes to protest the issuance of the permit must file a WRITTEN PROTEST within ten (10) days of the date and time posted as set forth above, stating the grounds for the protest and the name, address, email address (if any), and telephone number of the person filing the protest. A written protest will be considered filed upon receipt. Written protests may be filed by sending them to the U.S. Mail or Email address set forth below:

**U.S. Mail Address:** City of Salida
448 E 1st St, Suite 112
Salida, CO 81201

**E-Mail Address:** clerk@cityofsalida.com

## HEARING

The local licensing authority, or its assigned administrative officer (which may be the Colorado Liquor Enforcement Division), shall cause a hearing to be held if, after investigation and upon review of the contents of any timely written protest(s) filed by any affected person(s), sufficient grounds appear to exist for the denial of the special event permit. Any hearing required pursuant to § 44-5-107(3), C.R.S., Regulation 47-1002 1 CCR 203-2, or any hearing held at the discretion of the local licensing authority, or its assigned administrative officer, shall be held at least ten (10) days after the date of posting of the public notice, shown above, and notice of the hearing shall be provided to the Applicant and any person who has filed a written protest.

Chaffee County
Community Foundation

July 12, 2025

RE: Small Town for a Cause

City Council Representatives,

Chaffee County Community Foundation is requesting an alcohol permit to be able to serve alcohol at the Small Town for a Cause event taking place September 19th & 20th, 2025 to facilitate the charitable component of the event. Proceeds from the liquor sales will allow the event to support two key priorities of CCCF - a resilient local community and a strong local agricultural sector. The main music event is organized by Bonfire Entertainment and will feature music, yoga, youth programming, and more to highlight the things Salida has to offer. An estimated 2,000 people are anticipated attending.

CCCF has previously served as the charitable partner with Bonfire Entertainment on other events that have provided significant charitable support to both environmental causes and broad community capacity. We are excited to be the charitable partner on this event to be able to focus on supporting working lands initiatives and continue to offer capacity building programs to the local nonprofit sector.

Enclosed with this letter is the liquor permit application, CCCF certificate of good standing as a charitable organization, and event map.

The Chaffee County Community Foundation uses community philanthropy and collaboration to act as a catalyst to build a more connected and resilient Chaffee County. We seek to inspire positive change through the power of community philanthropy to enrich the lives of all people in Chaffee County. Under the goal of building nonprofit capacity we collaborate with and support nonprofits to make their strongest impact. Bonfire Entertainment's commitment to community through philanthropy and lifting up local causes strongly aligns with our mission.

In conclusion, thank you for considering this liquor permit request,

Sincerely,

Betsy Dittenber
Executive Director
betsy@chaffeecommunity.org

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

# APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

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

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

| LIAB | TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR: | |
|---|---|---|
| 2110 ☑ | MALT, VINOUS AND SPIRITUOUS LIQUOR | $25.00 PER DAY |
| 2170 ☐ | FERMENTED MALT BEVERAGE (3.2 Beer) | $10.00 PER DAY |

**DO NOT WRITE IN THIS SPACE**
LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE
Chaffee County Community Foundation

State Sales Tax Number (Required)
NA - nonprofit

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP)
PO Box 492
Buena Vista, CO 81211

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP)
Riverside Park
170 E Sackett Ave, Salida, CO 81201

| NAME | DATE OF BIRTH | HOME ADDRESS (Street, City, State, ZIP) | PHONE NUMBER |
|---|---|---|---|
| 4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE<br>Betsy Dittenber, Executive Direactor | [redacted] | [redacted] | [redacted] |
| 5. EVENT MANAGER<br>Mike Welle | [redacted] | [redacted] | [redacted] |

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

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

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

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

| Date 9/19/2025 | Date 9/20/2025 | Date | Date | Date |
|---|---|---|---|---|
| Hours From 11 am .m. To 10:30 pm.m. | Hours From 11 am .m. To 10:30 pm.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 | DATE |
|---|---|---|
| | Executive Director | 7/12/2025 |

## REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

**THEREFORE, THIS APPLICATION IS APPROVED.**

| LOCAL LICENSING AUTHORITY (CITY OR COUNTY) | ☐ CITY ☐ COUNTY | TELEPHONE NUMBER OF CITY/COUNTY CLERK |
|---|---|---|

| SIGNATURE | TITLE | DATE |
|---|---|---|
| | | |

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

**LIABILITY INFORMATION**

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

(Instructions on Reverse Size)

# APPLICATION INFORMATION AND CHECKLIST

**THE FOLLOWING SUPPORTING DOCUMENTS MUST BE ATTACHED TO THIS APPLICATION FOR A PERMIT TO BE ISSUED:**

- ☐ Appropriate fee.
- ☐ Diagram of the area to be licensed (not larger that 8 1/2" X 11" reflecting bars, walls, partitions, ingress, egress and dimensions.

  **Note:** If the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.
- ☐ Copy of deed, lease, or written permission of owner for use of the premises.
- ☐ Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; **or**
- ☐ If not incorporated, a NONPROFIT charter; **or**
- ☐ If a political Candidate, attach copies of reports and statements that were filed with the Secretary of State.

---

- ☐ **APPLICATION MUST FIRST BE SUBMITTED TO THE LOCAL LICENSING AUTHORITY (CITY OR COUNTY) AT LEAST THIRTY (30) DAYS PRIOR TO THE EVENT.**
- ☐ **THE PREMISES TO BE LICENSED MUST BE POSTED AT LEAST TEN (10) DAYS BEFORE A HEARING CAN BE HELD. (12-48-106 C.R.S.)**
- ☐ **AN APPROVED APPLICATION MUST BE RECEIVED BY THE LIQUOR ENFORCEMENT DIVISION *AT LEAST TEN (10) DAYS PRIOR* TO THE EVENT.**
- ☐ **CHECK PAYABLE TO THE COLORADO DEPARTMENT OF REVENUE**

(12-48-102 C.R.S.)

A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 46 and 47 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being non profit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the Secretary of State pursuant to Article 45 of Title 1, C.R.S. A Special Event permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.

If an event is cancelled, the application fees and the day(s) are forfeited.

**VALID ONLY FOR THIS ORGANIZATION AT THIS LOCATION**

Chaffee County Community Foundation

Riverside Park

170 E Sackett St

Salida, CO 81201

# SPECIAL EVENTS PERMIT
# MALT, VINOUS AND SPIRITUOUS LIQUOR

| | Date | Hour | | Date | Hour |
|---|---|---|---|---|---|
| FROM | 9/19/25 | 11:00 AM | TO | 9/19/25 | 10:30 PM |
| FROM | 9/20/25 | 11:00 AM | TO | 9/19/25 | 10:30 PM |

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

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

In testimony whereof, The City Council has hereunto subscribed its name by its officers duly authorized this 1st day of October 2024.

ATTEST: The City of Salida

_____ _____

Deputy City Clerk City Clerk

**THIS LICENSE IS TO BE POSTED IN A CONSPICUOUS PLACE**

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,

Chaffee County Community Foundation

is a

Nonprofit Corporation

formed or registered on 08/28/2006 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 20061352655 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/10/2025 that have been posted, and by documents delivered to this office electronically through 07/12/2025 @ 17:33:59 .

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 07/12/2025 @ 17:33:59 in accordance with applicable law. This certificate is assigned Confirmation Number 17484387 .

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."*

# SMALLTOWN FOR THE CAUSE 2025 | SALIDA, CO RIVERSIDE PARK

# PUBLIC NOTICE

**(Pursuant to § 44-5-106(2), C.R.S.)**

**DATE/TIME POSTED:** August 9, 2025 at 10:00 a.m./p.m.

## PROPOSED SPECIAL EVENT LIQUOR PERMIT

Chaffee County Community Foundation, has filed an Application for a **SPECIAL EVENT LIQUOR PERMIT** to be held on Sept. 19 & 20, 2025, from 11:00 a.m./p.m. to 10:30 a.m./p.m. at the following address:

Riverside Park
170 E. Sackett Ave.
Salida, CO 81201

## PROTEST PROCEDURE

Any affected person who wishes to protest the issuance of the permit must file a WRITTEN PROTEST within ten (10) days of the date and time posted as set forth above, stating the grounds for the protest and the name, address, email address (if any), and telephone number of the person filing the protest. A written protest will be considered filed upon receipt. Written protests may be filed by sending them to the U.S. Mail or Email address set forth below:

**U.S. Mail Address:** City of Salida
448 E 1st St, Suite 112
Salida, CO 81201

**E-Mail Address:** clerk@cityofsalida.com

## HEARING

The local licensing authority, or its assigned administrative officer (which may be the Colorado Liquor Enforcement Division), shall cause a hearing to be held if, after investigation and upon review of the contents of any timely written protest(s) filed by any affected person(s), sufficient grounds appear to exist for the denial of the special event permit. Any hearing required pursuant to § 44-5-107(3), C.R.S., Regulation 47-1002 1 CCR 203-2, or any hearing held at the discretion of the local licensing authority, or its assigned administrative officer, shall be held at least ten (10) days after the date of posting of the public notice, shown above, and notice of the hearing shall be provided to the Applicant and any person who has filed a written protest.

DR 8473 (07/10/24)

# City Council Action Form

| Department | Presented By | Date |
|---|---|---|
| Fire | Aaron Jonke - Fire Chief | August 19, 2025 |

## Agenda Item
Approve final payment to Douglas Colony for the fire house solar grant.

## Background
Douglass Colony was awarded the solar project on the new firehouse. They completed work on the project before June 30, 2025. The solar installation is expected cover all of the firehouses electrical needs and may put electricity back on the grid. The final payment notice was properly posted and final payment will be $16,950. The majority of this project was paid for by a DOLA Grant.

## Recommendation
The Fire Department recommends final payment of $16,950 to Douglass Colony.

## Fiscal Impact
This action authorizes the final payment of $16,950 to Douglass Colony for completion of the project. The project was funded through a grant from DOLA, covering 75% of the total cost, with
the City contributing 25%, totaling $ $84,750 in city funds. The project was completed under it's original cost projection by $176,000, resulting in significant cost savings.

(Note: This project is not in the City's 2025 budget as the grant was awarded after the adoption of the budget, the budget will be amended at a later time to incorporate the revenue and expense associated with this project in the amended budget).

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

# City Council Action Form

| Department | Presented By | Date |
|---|---|---|
| Community Development | Kristen Hodges - Associate Planner | August 19, 2025 |

## Agenda Item

Approval of Professional Services Agreement between the City of Salida and Northpointe Development for the Low-Income Housing Tax Credit (LIHTC) Senior Housing Rental Project at 507 Scott Street.

## Background

In May of 2025, the City of Salida purchased 2.3-acre property located at 507 Scott Street with assistance from a $750,000 landbanking grant from Colorado Housing Finance Authority (CHFA) for the purposes of developing a Senior Affordable Housing project and adjoining public park. This property was annexed into the City of Salida on July 15th, 2025. The intent is to pursue a LIHTC award in time for the February 2026 application deadline. On July 7th, 2025, the City publicly released a Request for Proposal (RFP) for the project, responses for which were made on July 28th, 2025. The City created a response review committee to review the responses to the RFP, host meetings, make recommendations on applicant teams to interview, and participate in interviews, which took place the week of August 4th. This RFP review committee consisted of Community Development Director Bill Almquist, Public Works Director David Lady, Associate Planner Kristen Hodges, Councilwoman Alisa Pappenfort, and Chaffee Housing Director Marjo Curgus.

The RFP included the following categories with associated points to establish scoring, which was used to select teams for interviews:

- **Development Team Qualifications**: Prior experience and technical competence of the proposed team and key staff in completing and managing affordable housing developments of similar scope, complexity, and magnitude, including experience with public-private development Developerships and/or experience developing projects utilizing 9% LIHTC and/or 4% LIHTC with CHFA. *(30 points)*
- **Demonstrated commitment to and success in conducting outreach** to gather community input and generate community support for multifamily, senior and/or affordable housing developments. *(15 points)*
- **Development Proposal:** Degree to which the proposed development program addresses project goals and is reasonable, logical, and financially feasible. *(25 points)*
- **Financial Capacity:** Demonstrated ability and capacity to secure appropriate project financing for affordable housing development, and provide financial guarantees to lenders and equity investors, and to the City. *(30 points)*

The following applicant teams were interviewed: Archway Communities, Consolidated Housing Solutions (Riverstone Platform Partners), Northpointe Development, and Pennrose, LLC. The following interview questions were asked to all teams (in addition to questions specific to each team's presentation):

1. The City is likely unable to contribute to financing for the project (beyond the provision of the land). How will this affect your funding plan? What alternatives will your team suggest?
   a. Can you speak more to how you might approach the capital gap given the fiscal realities of (1) the City of Salida not having a large housing fund and it does provide fee waivers, and (2) 2026 is likely to see highly competitive rounds for state funds due to Colorado's budget deficit?

2. Can you speak more to ideas for financing both the park and road improvements as part of the overall project?
3. Please discuss your building energy and sustainability goals in greater detail. How much does this play into your operating costs?
4. The City recognizes the deadlines are ambitious. What will you need from us up front to hit the ground running?

In order to move forward with the design and development of the site (and to remain on-schedule for the LIHTC application deadline), the City must enter into a professional services agreement with a developer to provide the following services:

1. Concept Planning: The Developer shall be responsible for preparing a comprehensive concept plan that reflects the City's goals for the development.
2. Community Engagement: The Developer shall conduct a transparent and inclusive community engagement process that involves local stakeholders throughout planning and design.
3. Design Development: The Developer shall lead the architectural and site design process, working with qualified design professionals.
4. Secure Entitlements: The Developer shall obtain all necessary entitlements and approvals.
5. Financing of Project: The Developer shall secure project financing (including LIHTC and other gap funds).
6. Construction: The Developer shall oversee all construction-related activities.
7. Lease-Up, Property Management & Supportive Services: The Developer shall handle all property management responsibilities.

The developer may also designate an external team to help execute the scope of services. It is anticipated that the project will be developed via a long-term ground lease between the City and the developer, to be negotiated at a later date prior to LIHTC application.

## Recommendation

The committee recommends the City choose Northpointe Development to act as developer for the requested project. Northpointe Development scored highest on the evaluation criteria which consisted of the following:

1. Development Team Qualifications: Northpointe and their selected teams have significant relevant experience in achieving quality LIHTC projects with an excellent track record for receiving LIHTC grants. The architecture team has a deep understanding of senior-specific projects and showed enthusiasm over making this project fit Salida and Chaffee County needs. The management team is highly regarded, and the construction team consistently provides quality project executions. The completed project examples aligned well with Salida's goal for our senior project.
2. Demonstrated commitment to and success in conducting outreach: All teams showed noteworthy interest in getting involved in community outreach immediately, with plans on how to engage in meaningful ways and with different approaches to adapt to varying engagement styles.
3. Development Proposal: The Norhtpointe team's proposal showed ingenuity in unexpected ways, with great consideration of senior-specific needs as well as community-oriented park design. The project goals weren't only addressed, they were exceeded, leveraging team expertise. The proposal is intentionally flexible in ways to accommodate staff and community input depending on market studies, which the team has a plan for as well.
4. Financial Capacity: This team showed realistic capacity and ability to secure the necessary project funding and provided a thorough breakdown for financial feasibility and for cash flow projections and operations.

## Fiscal Impact

The funding for this project, including Northpointe Development's compensation, is anticipated to come from State and Federal LIHTC allocations, grants, and other funding sources it secures. At this point, the City has not committed to providing any additional funds other than the $325,000 that was expended out of the Housing fund to help purchase the property.

## Motion

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

Attachments:
Professional Services Agreement *(subject to final approval of language by City Attorney)*

**PROFESSIONAL SERVICES AGREEMENT**
**City of Salida – LIHTC Senior Housing Rental Project**

This Agreement is entered into this ___ day of _____, 2025, by and between the City of Salida, Sate of Colorado, hereinafter referred to as "City" and Northpointe Development, herein after referred to as "Developer".

The City has selected Developer to lead the planning, design, financing, construction, and property management of a Low-Income Housing Tax Credit (LIHTC) Senior Housing Rental Project and associated public park on City-owned property located at 507 Scott Street, Salida, Colorado. Developer will perform the work at no direct cost to the City, with compensation anticipated to be derived from State and Federal LIHTC funding and other grant sources secured by Developer.

In consideration of the mutual covenants herein, the parties agree:

**1. SCOPE OF SERVICES**

Developer shall perform the services set forth in **Exhibit A** – Scope of Services, which is attached and incorporated by reference.

**2. TIME OF COMPLETION**

Work under this Agreement will begin upon execution and proceed diligently toward the goal of a complete LIHTC application no later than February 2027, with preference for the February 2026 application deadline. The construction timeline is dependent upon funding awards and will be further defined in an amended or supplemental agreement once financing is secured.

The services to be performed by Developer shall be initiated upon execution of this Agreement, shall be pursued with due diligence thereafter, and shall be completed before the end of the third-quarter of 2029, unless terminated as provided for herein. This Agreement may be extended only by written, mutual agreement of both parties. Completion date is contingent upon contract execution on or before September 2, 2025.

**3. COMPENSATION**

The City shall not make any payments to Developer for services performed under this Agreement. Developer's compensation will come from State and Federal LIHTC allocations, grants, and other funding sources it secures. The City shall not be responsible for any expenses incurred by Developer except as may be expressly approved in writing.

**4. PROFESSIONAL RESPONSIBILITY**

Developer shall be responsible for the professional quality, timely completion, and coordination of all services outlined in Exhibit A, and shall promptly correct any deficiencies without additional cost to the City. Developer is solely responsible for the timing, means, and methods of performing the

work, and shall meet or exceed industry standards applicable to the services. Developer shall comply with all applicable laws. Developer shall be responsible for the acts, errors, omissions, and performance of all subcontractors, consultants, and any other parties engaged by Developer in connection with this Agreement, to the same extent as if the work were performed directly by Developer. Developer shall ensure that all such subcontractors and consultants comply with the terms of this Agreement, applicable laws, and industry standards.

**5. RELEASE AND INDEMNIFICATION**

Developer hereby waives any claims for damage to Developer's property or injury to Developer's person against the City, its officers, agents and employees arising out of the performance of the services under this Agreement. To the fullest extent permitted by law, the Developer agrees to indemnify and hold harmless the City, and its officers and employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the Services, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Developer or any subcontractor of the Developer, or any officer, employee, or agent of the Developer or any subcontractor, or any other person for whom Developer is responsible.

**6. WORKER'S COMPENSATION**

Developer shall obtain statutorily required Worker's Compensation insurance to cover Developer's employees and provide the City a certificate of such insurance. Developer hereby agrees to release, waive, save, hold harmless, defend and indemnify the City on account of any claims arising under the Worker's Compensation laws of the State of Colorado on behalf of Developer or any of Developer's employees, subcontractors, or subcontractor's employees.

**7. CITY REPRESENTATIVE**

The City Administrator, or designee, will serve as the City's representative for this Agreement and may make all necessary and proper decisions with reference to it.

**8. INDEPENDENT CONTRACTOR**

Developer is an independent contractor and is not an employee of the City. Developer is not entitled to Worker's Compensation benefits except as may be provided by the independent contractor nor to unemployment insurance benefits.

**9. ASSIGNMENT**

This Agreement may not be assigned nor subcontracted by either party without the written consent of the other party. Provided, however, Developer shall arrange for substitute service in those instances when Developer is not able to perform the services due to temporary absence.

**10. INSURANCE**

Developer shall procure and keep in force during the duration of this Agreement a policy of comprehensive general liability insurance insuring Developer and naming the City as an additional insured against any liability for personal injury, bodily injury, damages to property, or death arising

out of the performance of the Services with at least One Million Dollars ($1,000,000) each occurrence. The limits of said insurance shall not, however, limit the liability of Developer hereunder.

**11. ADMINISTRATION**

The administration of this Contract shall be the responsibility of the City Administrator for the City of Salida. The City may adopt rules and regulations to enforce or carry out the terms and conditions of this Agreement, which shall be binding upon the Developer. Developer shall lead the project as technical expert with active participation and partnership with the City of Salida, and under the supervision and direction of the City Administrator, or designee.

**12. BREACH AND TERMINATION**

All terms and conditions of this Agreement are considered material and failure to perform any of said conditions on be considered a breach of this Agreement. In such event, either party may notify the other of the breach, in which case there shall be a thirty-day opportunity to cure the breach, except for failure to provide service which must be corrected within 3 days. If the breach is not cured the non-breaching party may have recourse to any and all remedies provided by law, including damages, specific performance, and termination of the contract.

**13. OWNERSHIP**

The City and Developer shall be joint owners of all project deliverables resulting from this contract and project, including but not limited to: design documents, applications, studies, assessments, and construction documents, unless otherwise agreed in writing. The City shall be owner of the public park constructed on the portion of the project site designated for park use, including all park improvements, and shall take on maintenance responsibilities and public access rights. The Developer shall be the owner of the senior housing buildings and related improvements unless otherwise provided in a separate agreement.

**14. MISCELLANEOUS**

Developer shall comply with all laws, ordinances, rules and regulations relating to the performance of this Agreement, use of premises and public places and safety of persons and property.

**15. FUNDING CONTINGENCY**

This Agreement and the services described herein are contingent upon Developer securing necessary funding through LIHTC and other grants. The parties will amend this Agreement if funding requirements require changes to scope or terms.

CITY OF SALIDA

By: _____
Christy Doon, City Administrator

ATTEST:

_____
City Clerk

NORTHPOINTE DEVELOPMENT

By: _____
Name:
Title:

## Exhibit A – Scope of Services

**A. Concept Planning:** The Developer shall be responsible for preparing a comprehensive concept plan that reflects the City's goals for the development. The plan shall:

- Outline the overall development vision, site layout, and integration of the housing units and public park.
- Consider the needs of senior residents, including accessibility, walkability, safety, social gathering spaces, and connectivity to services and amenities.
- Provide preliminary architectural concepts and massing studies.
- Prepare detailed schedule of public and internal meetings, community outreach, and milestones for project completion.
- Identify opportunities for sustainability features, low-impact development, green building practices, and building in resiliency to natural disasters.
- Coordinate with City staff to align the concept with planning and zoning regulations, comprehensive plan policies, and other adopted documents.

**B. Community Engagement:** The Developer shall conduct a transparent and inclusive community engagement process that involves local stakeholders throughout planning and design. This process shall:

- Include outreach to neighborhood residents, adjacent property owners, senior service providers, and other community organizations as necessary.
- Conduct a minimum of 2 public meetings and provide online input opportunities with documentation of attendance, feedback received, and how input was incorporated into the design.
- Coordination, marketing, and management of meetings and online input, including creation of meeting materials such as renderings/development examples, draft site plans, etc.
- Coordinate with City staff to prepare for relevant City Council and Planning Commission meetings.

**C. Design Development:** The Developer shall lead the architectural and site design process, working with qualified design professionals to:

- Produce detailed site plans, architectural elevations, floor plans, landscape plans (including for the public park), and utility layouts.
- Ensure the design meets LIHTC program requirements, ADA and Fair Housing Act standards, senior-friendly design principles (e.g., universal design), and City development standards.
- Submit design documents at key milestones for City review and incorporate feedback as required.
- Coordinate meetings with City, utility providers, and applicable agencies as needed, especially street and utility access.

**D. Secure Entitlements:** The Developer shall obtain all necessary entitlements and approvals, including but not limited to:

- Site plan (zoning) and building permit approvals.
- Compliance with local/state/federal requirements.
- Coordination with the City's Planning and Building Departments.
- Timely preparation/submittal of required documents and representation at public hearings.

**E. Financing of Project:** The Developer shall secure project financing, including:

- Prepare and submit a competitive Low-Income Housing Tax Credit (LIHTC) application for 9% credits, even if additional rounds are required.
- Assemble other financing sources as needed such as tax-exempt bonds, local or state housing funds, federal grants, philanthropic contributions, or other gap financing.
- Provide financial pro forma and capital stack details, inc. anticipated sources and uses.
- Ensure compliance with all funding source requirements and provide regular updates to the City on financing milestones.

**F. Construction:** The Developer shall oversee all construction-related activities, including:

- Procure and manage qualified general contractors and subcontractors to be reviewed by City staff.
- Ensure compliance with prevailing wage laws, local hiring goals, and applicable labor standards.
- Monitor construction schedules and budgets, with regular reporting to the City.
- Ensure quality control/inspection compliance, inc. building codes and energy standards.
- Coordinate construction activities to minimize disruption to adjacent properties and public infrastructure.
- Deliver a fully constructed, code-compliant, and high-quality project.

**G. Lease-Up, Property Management & Supportive Services:** The Developer or their designated property management team shall:

- Execute a lease-up strategy prioritizing income-eligible senior households in accordance with LIHTC regulations.
- Market the units using equitable and inclusive practices.
- Manage the property in compliance with all applicable housing laws and LIHTC program guidelines, including annual reporting and recertifications.
- Provide a property management plan, inc. staffing, maintenance, and security protocols.
- Coordinate or provide access to on-site or nearby supportive services for seniors, such as wellness checks, transportation assistance, financial literacy, or meal programs.
- Ensure that the long-term affordability, habitability, and sustainability of the development are maintained.
- Collaborate with local housing, senior service, and social service agencies to ensure supportive services are maintained and relevant.

# CITY COUNCIL ACTION FORM

| DEPARTMENT | PRESENTED BY | DATE |
|---|---|---|
| Finance | Aimee Tihonovich - Finance Director | February 18, 2025 |

## AGENDA ITEM

Consent agenda – Contract with McMahan and Associates, LLC for financial audit services.

## BACKGROUND

In accordance with state and federal requirements, the City must produce an annual audited financial report prepared by an independent Certified Public Accounting (CPA) firm. This external audit is a critical component of maintaining transparency, fiscal responsibility, and public trust in the City's financial management.

To ensure the City continues to receive high-quality audit services at a competitive and fair price, it is considered best practice to periodically issue a Request for Proposals (RFP). After working with McMahan and Associates for the past seven annual audits, City staff determined that it was an appropriate time to conduct a competitive RFP process.

The RFP solicited proposals for a five-year engagement, subject to annual appropriation by Council.

A summary of the proposals received is provided in the table below. Pricing assumes no significant changes in scope which could occur with new accounting requirements currently unanticipated or by the need for additional audit services related to a large influx of federal funds which occasionally occurs (i.e. COVID dollars).

| | Firm | | | | | | |
|---|---|---|---|---|---|---|---|
| Audit year | McMahan and Associates | Dmitriv Chernyak, CPA | Clinger Hagerman | Hinkle & CO | Atlas CPAs & Advisors | CliftonLarson Allen LLP (CLA) | Eide Bailly LLP |
| 2025 | $ 33,000 | $ 29,000 | $ 35,500 | $ 35,600 | $ 40,000 | $ 45,600 | $ 58,000 |
| 2026 | $ 34,650 | $ 30,450 | $ 36,600 | $ 35,600 | $ 42,000 | $ 47,150 | $ 60,400 |
| 2027 | $ 36,383 | $ 31,973 | $ 37,735 | $ 37,500 | $ 43,250 | $ 48,700 | $ 62,900 |
| 2028 | $ 38,202 | $ 33,571 | $ 39,000 | $ 39,500 | $ 44,500 | $ 50,350 | $ 55,600 |
| 2029 | $ 40,112 | $ 35,250 | $ 40,200 | $ 41,600 | $ 46,000 | $ 52,000 | $ 58,500 |

McMahan and Associates submitted the lowest bid among qualified respondents. In addition to offering competitive pricing, they have demonstrated a strong track record of timely and accurate service, as evidenced by their performance over the past several years.

## FISCAL NOTE

The City's budget plans for audit fees every year and the result of approving this contract will not impact the budget.

## RECOMMENDATION

Based on both cost and proven experience, The Finance Committee and staff recommends awarding the audit services contract to McMahan and Associates.

## MOTION

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

# Salida Professional Service Agreement For Annual Financial Audit

**THIS PROFESSIONAL SERVICES AGREEMENT** ("Agreement") dated as of August 19, 2024, is entered into by and between McMahan and Associates, L.L.C..a Corporation of the State of Colorado whose business address is 245 Chapel Pl, Avon, CO 81620, ("**Contractor**") and the City of Salida, Colorado, **a statutory municipality of the State of Colorado** ("**City**" and, together with the Contractor, "**Parties**").

## RECITALS AND REPRESENTATIONS

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

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

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

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

## 1. SERVICES AND CONTRACTOR PERFORMANCE

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

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

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

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

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

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

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

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

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

**1.10.** **Maintenance of and Access to Records**. Contractor will maintain detailed records of all matters relating to the Services during the term of the Agreement and for a period after its cancellation or termination of not less than five (5) years. City will have the right to copy and audit during regular business hours all records of any kind which in any way related to the Services, whether created before, during, or after the termination of this Agreement. Access to such records will be provided to City at no cost.

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

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

## 2. COMPENSATION

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

**A.** **For Time and Materials Task Orders**. The CONTRACTOR shall perform the Services and shall invoice the CITY for work performed based on the rates described in **Exhibit A**.

**B.** **Reimbursable Expenses**. The following shall be considered "Reimbursable Expenses" for purposes of this Agreement and may be billed to the City without administrative mark-up but which must be accounted for by the Contractor and proof of payment shall be provided by the Contractor with the Contractor's monthly invoices:

- Vehicle Mileage (billed at not more than the prevailing per-mile charge permitted by the Internal Revenue Service as a deductible business expense)
- Printing and Photocopying Related to the Services
- Charges incidental to securing needed information (e.g., charges imposed to obtain recorded documents)
- Postage and Delivery Services
- Lodging and Meals (*only* with prior written approval of the City as to dates and maximum amount permitted)

**C.** **Non-reimbursable Costs, Charges, Fees, or Other Expenses**. Any fee, cost, charge, penalty, or expense incurred by the Contractor not otherwise specifically authorized by this Agreement shall be deemed a non-reimbursable cost and shall be borne by the Contractor and shall not be billed or invoiced to the City and shall not be paid by the City.

D. **Increases in Compensation or Reimbursable Expenses**. Any increases or modification of compensation or Reimbursable Expenses shall be subject to the approval of the City and shall be made only by written amendment of this Agreement executed by both Parties.

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

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

## 3. CONTRACTOR'S GENERAL RESPONSIBILITIES

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

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

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

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

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

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

## 4. TERM AND TERMINATION

**4.1.** **Term**. The provision of services under this Agreement shall commence on August 19, 2025 (the "**Effective Date**") and continue for consecutive automatically renewing one-year periods ending on December 31, 2030 (cumulatively, the "**Term**")**;** unless sooner terminated as provided herein or extended by mutual agreement of the Parties. The Contractor understands and agrees that the City has no obligation to extend this Agreement's Term or contract for the provision of any future services, and makes no warranties or representations otherwise. Any Party may choose not to renew this Agreement upon sixty (6) days written notice to the other Party prior to the expiration of the annual term (i.e. by November 1st).

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

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

**A.** Unless otherwise provided in any notice of termination, the Contractor shall provide no further services in connection with this Agreement after receipt of a notice of termination; and

**B.** All finished or unfinished documents, data, studies, and reports prepared by the Contractor pursuant to this Agreement shall be delivered by the Contractor to the City and shall become the property of the City, subject to the ownership restrictions in **Section 6.0** of this Agreement; and

**C.** The Contractor shall submit to the City a final accounting and final invoice of charges for all outstanding and unpaid Services and Reimbursable Expenses performed prior to the Contractor's receipt of notice of termination and for any services authorized to be performed by the notice of termination as provided by **Sub-Section 4.3(A)** above. Such final accounting and final invoice shall be delivered to the City within thirty (30) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to the Contractor shall be submitted to or accepted by the City.

**4.4.** **Termination for Non-Performance**. Should a party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party which notice shall specify the non-performance, provide both a demand to cure the non-performance and reasonable

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

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

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

**4.7.** **Delivery of Notice of Termination**. Any notice of termination permitted by this **Section 4.0 TERM AND TERMINATION** and its subsections shall be addressed to the persons identified in **Section 9.17** herein and at the addresses provided therein or such other address as either party may notify the other of and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

## 5. INSURANCE

**5.1.** **Insurance Generally**. The Contractor shall obtain and shall continuously maintain during the Term of this Agreement insurance of the kind and in the minimum amounts specified in this **Sub-Section**

**5.1**. The Required Insurance shall be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All Required Insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor.

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

**A.** Worker's Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law. Such policy of insurance, if any, shall be endorsed to include the City as a Certificate Holder.

**B.** Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars ($1,000,000.00) Dollars for each occurrence and of Two Million Dollars ($2,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the City as Certificate Holder and name the City, and its elected officials, officers, employees, and agents as additional insured parties.

**C.** Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury of not less than of One Hundred Thousand Dollars ($100,000.00) each person and each accident and for property damage of not less than Fifty Thousand Dollars ($50,000.00) each accident with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Agreement, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the City as Certificate Holder and name the City, and its elected officials, officers, employees, and agents as additional insured parties.

**D.** Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of One Million Dollars ($1,000,000.00) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the City as a Certificate Holder.

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

**A.** For Required Insurance and any other insurance carried by Contractor ("**Contractor Insurance**"), all policies of insurance shall be primary insurance, and any insurance carried by the City, its officers, or its employees shall be excess and not contributory insurance to that provided by the Contractor; provided, however, that the City shall not be obligated to obtain or maintain any

insurance whatsoever for any claim, damage, or purpose arising from or related to this Agreement and the Services. The Contractor shall not be an insured party for any City-obtained insurance policy or coverage.

**B.** For both Required Insurance and Contractor Insurance, the Contractor shall be solely responsible for any deductible losses.

**C.** For Required Insurance, no policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.

**D.** For Required Insurance, every policy of insurance shall provide that the City will receive notice no less than thirty (30) days prior to any cancellation, termination, or a material change in such policy.

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

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

## 6. OWNERSHIP OF DOCUMENTS

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

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

**A.** assign to Contractor ownership of all patents, copyrights, and other proprietary rights created in the course of their employment or engagement; and

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

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

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

**A.** the City's written request; or

**B.** completion of the Services under this Agreement; or

**C.** termination of this Agreement.

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

**6.6.** Notwithstanding the foregoing, the Contractor shall retain all rights, titles, and interests, including but not limited to all ownership and intellectual property rights, in all inventions, improvements, discoveries, methodologies, models, formats, software, algorithms, processes, procedures, designs, specifications, findings, and other intellectual properties developed, gathered, compiled or produced by the Contractor prior to or independently of any of its services under this Agreement ("Background IP"), including such Background IP that the Contractor may employ in the performance of this Agreement, or may incorporate into any part of the Work Product. The Contractor grants the City an irrevocable, non-exclusive, transferable, royalty-free license in perpetuity to use, disclose, and derive from such Background IP, but only as an inseparable part of the Work Product. Third-party content that may be used or incorporated in the Work Product shall not become the property of the City. The Contractor shall secure all licenses necessary to any third-party content incorporated into the Contractor's Work Product for the City to utilize the Contractor's services and the Work Product for their intended purposes.

## 7. CONFLICT OF INTEREST

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

## 8. REMEDIES

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

**8.1.** Suspend the Contractor's performance pending necessary corrective action as specified by the City without the Contractor's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or

**8.2.** Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or

**8.3.** Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the City; and/or

**8.4.** Terminate this Agreement in accordance with this Agreement.

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

## 9. MISCELLANEOUS PROVISIONS

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

**9.2.** **No Waiver of Governmental Immunity.** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City, its officials,

employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

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

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

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

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

**9.7.** **Article X, Section 20/TABOR.** The Parties understand and acknowledge that the City is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the City, and other applicable laws. Upon the failure to appropriate such funds, this Agreement shall be terminated.

**9.8.** **Governing Law, Venue, and Enforcement**. This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Chaffee County, Colorado, and the parties consent and agree to the jurisdiction of such courts. To reduce the cost of dispute resolution and to expedite the resolution of disputes under this Agreement, the Parties hereby waive any and all right either may have to request a jury trial in any civil

action relating primarily to the enforcement of this Agreement. The Parties agree the rule providing ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.

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

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

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

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

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

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

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

**9.16. Indemnity**. To the fullest extent permitted by law, Contractor shall indemnify and defend the City, its members, affiliates, officers, directors, partners, employees, and agents (collectively referred to as the "City" for the purposes of this **Section 9.16**) from and against all claims, damages, losses, and expenses, including but not limited to reasonable attorney's fees (collectively referred to "Losses"), arising out of the

performance of the Services, provided that (a) any such claim, damage, loss or expense is caused by any negligent act or omission of (i) Contractor, (ii) anyone directly or indirectly employed by Contractor or (iii) anyone for whose acts Contractor may be liable; and (b) such indemnification shall not apply to the extent that such Losses are caused by the negligence of the City or other party indemnified hereunder. If Contractor is providing architectural, engineering, or surveying services; design; construction; alteration; repair; or maintenance of any building, structure, highway, bridge, viaduct, water, sewer, or gas distribution system, or other works dealing with construction, or any moving, demolition, or excavation connected with such construction, the extent of Contractor's obligation to indemnify and defend the City is enforceable only to the extent and for an amount represented by the degree or percentage of negligence or fault attributable to the Contractor or the Contractor's agents, representatives, subcontractors, or suppliers. If the Contractor is a person or entity providing architectural, engineering, surveying, or other design services, then the extent of Contractor's obligation to indemnify and defend the City may be determined only after the Contractor's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the Contractor and City. The indemnification in this **Section 9.16** shall be construed to comply with C.R.S. § 13-50.5-102(8) et. seq.

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

**If to the City**:

City of Salida
Christy Doon, City Administrator
448 E. First Street, Suite 112
Salida, CO 81201
christy.doon@cityofsalida.com

**If to the Contractor**:

McMahan and Associates, L.L.C.
Matthew D Miller, CPA
PO Box 5850
Avon, CO 81620
Matthew.miller@mcmahancpa.com

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

Aimee Tihonovich, Finance Director
448 E. First Street, Suite 112
Salida, CO 81201
aimee.tihonovich@cityofsalida.com

## 10. AUTHORITY

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

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

**THIS AGREEMENT is executed and made effective as provided above.**

| CITY OF SALIDA | CONTRACTOR |
|---|---|
| By: _____ | By: _____ |
| Name: Christy Doon | Name: _____ |
| Title: City Administrator | Title: _____ |

**APPROVED AS TO FORM:**

_____
**Nina P. Williams, City Attorney**

# EXHIBIT A

## (“Services”)

***Proposal for Professional Assurance Services***

*Specially Prepared for:*

CITY OF
# SALIDA
COLORADO

*by*

M & A

McMahan and Associates, L.L.C.
P.O. Box 5850
Avon, CO 81620
970-845-8800
www.mcmahancpa.com

M
&
A

*Our Mission Statement*

**We are committed to achieving professional excellence**
**and will continually provide**
**ethical, progressive, and responsive service**
**to all our clients.**

Our commitment to professional excellence is evidenced by membership in the following professional bodies:

AICPA Members

PCPS THE AICPA ALLIANCE FOR CPA FIRM

CGMA Chartered Global Management Accountant

Governmental Audit Quality Center AICPA

Government Finance Officers Association

***Proposal for Professional Auditing Services***

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***AUDIT PROPOSAL***

June 19, 2025

**City of Salida**
**448 E. First Street, Suite 112**
**Salida, Colorado 81201**

Dear Aimee,

In response to the *Request for Proposal – Annual Financial Audit* issued June 11, 2025 (the "RFP") by the City of Salida, Colorado ("Salida" or the "City") with respect to the financial and compliance audits of the City for the fiscal year ending December 31, 2025 and thereafter, we are pleased to submit this *Professional Services Proposal* outlining the qualifications of McMahan and Associates, L.L.C. for your consideration.

Our firm has made a commitment to technical excellence in the area of governmental accounting and auditing through extensive professional development of our partners, managers, and staff. We have developed long-term working relationships and have helped make our clients financially stronger and operationally more efficient. We look forward to continuing our relationship with you in the coming years to help the City meet its financial and operational goals.

***Firm Qualifications and Experience***

From our office in Avon, McMahan and Associates has provided professional services to clients throughout the State of Colorado and the Rocky Mountain region for over fifty years. Unlike many "audit" firms, our practice specialization is not a sideline. McMahan and Associates focuses on providing assurance (financial statement audits, reviews, and compilations), business consulting, and tax advisory services to a diverse range of clientele – from governments to non-profits. As auditors and trusted advisors for hundreds of local governments, our industry-specific experience allows us to assist you with donor questions, accounting advice, software concerns, investment policies, and compliance guidance.

***Firm Qualifications and Experience (continued)***

In addition to the 3 firm partners (Paul Backes, Michael Jenkins, and Matt Miller), M&A has an audit staff of 20 professionals who share a commitment to providing quality financial assurance services to our clients. To that end, we are proud members of the AICPA's Private Companies Practice Section ("PCPS"). The PCPS promotes leadership, advocacy, professionalism, and quality of service among local and regional accounting firms across the United States.

In addition to traditional audit and assurance services, McMahan and Associates has also rendered assistance to our governmental clientele for the following matters:

- Bond issue refunding and rating studies
- Budgeting assistance
- Internal control reviews and administrative cost studies
- Accounting and expenditure cost control reviews and evaluations
- TABOR Amendment consulting
- Fraud examinations
- Submission of ACFRs for GFOA Certificate of Achievement for Excellence in Financial Reporting
- Fixed asset evaluations and studies
- Construction project auditing
- Federal cost allocation plans
- Computer studies and assistance with implementation of software systems
- Landfill closure and post-closure financial assurance consulting
- Affordable Housing operations

***Our Team***

*Matthew D. Miller, C.P.A.* will be the principal contact person and managing member in McMahan and Associates, L.L.C. in charge of audit services for the City. He has been with McMahan and Associates, L.L.C. since 2012 performing accounting, auditing and consulting services. Matthew is licensed as a C.P.A. in Colorado. Additionally, he holds memberships in the American Institute of Certified Public Accountants ("AICPA") and the Colorado Society of Certified Public Accountants ("COCPA"). He has been actively involved in the Colorado accounting community, most recently working with the COCPA's Governmental Accounting and Issues Committee and Continuing Professional Education Committee.

***Our Team (continued)***

*Paul J. Backes, CPA, CGMA,* will be an additional contact person for the City audit, compliance, and consulting services. A partner in McMahan and Associates, Paul has over thirty years of accounting, auditing, and consulting experience, including more than twenty years with McMahan and Associates. He has been actively involved in the Colorado accounting community, working with the AICPA; the COCPA; Colorado Government Finance Officers Association ("CGFOA"); and other professional organizations. He has served on the COCPA's Governmental Accounting and Issues Committee and Continuing Professional Education Committee. He has lectured at continuing education courses for CPAs and taught college level accounting classes as an adjunct professor. All of his recent continuing education is related to database analytics and auditing.

*Lillian Marcione, CPA,* will be the Audit Manager supervising Salida's audit during both on-site fieldwork and "in office" phases. She received her Master's in Accounting from the University of Colorado, Denver, and is a member of the American Institute of Certified Public Accountants. Prior to joining McMahan and Associations, she previously held accounting positions in the higher education industry. Through McMahan and Associates, Lillian provides professional services to a variety of clients, including non-profit organizations, homeowner organizations, governmental entities including municipalities, and for-profit enterprises. Lillian lives in Silverthorne, Colorado, and enjoys cross country skiing and trail running.

Unlike many firms, our partners and managers are highly involved in client audits, and will work on-site alongside the rest of the audit team during fieldwork. Additional firm personnel will be assigned as necessary to staff the City's engagement. In order to ensure that City's audit is conducted to the highest standards, we strive to maintain the presence of more senior staff each year and utilize other firm members to bring a fresh outlook in testing client operations. All professional staff assigned the audit will meet the standards for governmental professional education required by the GAO's "Yellow Book" and will have prior experience in governmental auditing.

To ensure continuity in the team, the partner and senior staff work closely with the rest of the team. In the unlikely event the senior staff member is unavailable for a subsequent audit, the partner will step in to ensure the process continues to run smoothly. Our firm has experienced limited turnover at the senior and manager levels over the past three years.

***Licensing***

Our team at McMahan and Associates shares our commitment to excellence in providing the highest quality audit and consulting services for our clients, through professional development and continuing education, and our shared efforts to anticipate client needs. To this end, all of our team members meet or exceed the annual continuing professional education requirements imposed by the Colorado State Board of Accountancy, the AICPA, and the U.S. Government Accountability Office's Governmental Auditing Standards, with the majority of such course work concentrated on auditing and consulting matters. It is our belief that this program of continual education and professional development will provide our clients with the highest level of service. Over the 50-year history of our firm, no complaints or disciplinary actions have been filed (or are pending) with the Colorado State Board of Accountancy or professional organizations against partners, staff, or our firm. Our licensing and spotless record for both partners, firm and employees can be verified at:

https://apps.colorado.gov/dora/licensing/Lookup/LicenseLookup.aspx (Colorado) and
http://www.aicpa.org/FORTHEPUBLIC/DISCIPLINARYACTIONS/Pages/default.aspx (AICPA)

Licensing information is attached as exhibit A. Note that McMahan and Associates will not subcontract any part of the City's engagement.

***Quality Control = Quality Service***

At McMahan and Associates, we are committed to the highest level of service and technical competence. Our firm is a proud member of the Governmental Audit Quality Center of the American Institute of CPAs ("AICPA"), which is dedicated to promoting the importance of quality audits and their value to financial statement users. We also maintain membership in the AICPA's Private Companies Practice Section, which advocates for leadership and quality among local and regional accounting firms across the United States. McMahan and Associates also voluntarily participates in the AICPA's peer review process, which entails an independent review of our audit engagements. Our 2022 system review report – the most recent such review completed – awarded us a "Pass" rating with no letter of comment, representing the highest level of assurance in the AICPA peer review process and is attached as Appendix B. Due to our firm's concentration in governmental audits, the quality control review included a review of specific non-profit audit engagements.

***Audit Approach***

At McMahan and Associates, we believe the goal of every financial statement audit should be the identification of practical opportunities to improve business operations; not just the delivery of a bound audit report, financial statements, or compliance documents. To achieve that result, we work closely with our clients to plan an efficient process that identifies and assesses the client's major risk areas, and then provides realistic suggestions for building on existing systems for financial reporting and control.

***Audit Approach (continued)***

Our initial contacts with the City team members, therefore, will be focused on learning about the City's systems and controls over financial reporting, and other critical business processes. We will plan and conduct our audit in accordance with professional standards, but will also ensure that we address areas of concern identified by the City's management and City Council. Our audit approach will be guided by our assessment of the relative risks inherent in each of Salida's funds. In accordance with professional standards, our risk assessment will be developed through discussions with Salida's management, and an evaluation of each fund's impact on the City's operations. This risk-based approach permits the most effective use of audit techniques to ensure that, ultimately, Salida is able to rely upon its internally-generated financial information.

We anticipate that staffing for the City's audit will comprise the Engagement Partner, the Audit Manager, and two Audit Associates. The audit fieldwork is anticipated to last one week with staff on-site for one to two days, as necessary. After completing fieldwork, we will work from our offices to draft reports, review our work papers, and finalizing the engagement.

***Technology in the Audit Process***

To maximize the effectiveness of our assurance services, we utilize software that assists with our risk assessments, linking them to the audit procedures we perform and allowing us to focus our audit on the most critical aspects of each engagement. Data analytics are also applied as an efficient and accurate way of scanning client data for anomalies. Random statistical sampling in auditing is being replaced by data analysis, since reviewing entire financial data populations is generally more efficient and accurate when conducting audits.

We utilize our data analysis software to review entire populations and risk-weight transactions, thereby reducing sampling error. This can reduce the number of source documents that need to be provided by the City while increasing audit effectiveness. Implementation of this software was a 2020 firm initiative. Examples of analysis that we can regularly perform on client databases include:

- Reviewing expenses and purchasing card transactions and other databases for duplicate, weekend transactions, or higher risk vendors.
- Reviewing vendor address databases for comparison to employee address databases.
- Reviewing bank numbers on wire transfers for comparison to employee bank account numbers (through direct deposit payroll).
- Comparison of gross versus net payroll across the employee database.
- Benford's Law analysis (digit predictability) for violations of purchasing policies.
- Reviewing revenue databases for improper credits.
- Reviewing journal entries database for high dollar, weekend, or unusual entries.

### *Linking Audit Risks to Audit Procedures*

Our staff utilizes computerized auditing techniques in all phases of our audits. All audit personnel are assigned laptop computers for use in performance of audit fieldwork, including application of audit procedures to Salida's financial software, as considered necessary. Thus, as part of our audit procedures, we will review the City's internal control over information processing to ensure our understanding of the systems and, as applicable, identify any areas for improvement.

### *Analytical Procedures in the Audit Process*

In accordance with AICPA auditing standards, we employ analytical procedures in the planning stage to identify audit problem areas based on account fluctuations, during fieldwork to determine the reasonability of account balances, and in the post-fieldwork stage to determine any areas that may require additional audit work.

In addition to our computer software, we will utilize Salida's computer systems, to the extent practical, to extract data to be used for analysis and testing during our audit.

### *Gaining an Understanding of Internal Control Structure*

A key factor in an effective (and efficient) audit is to first gain an appropriate understanding of a client's systems and processes, so as to identify not only how transactions are recorded but how those business processes contribute to the entity's overall objectives. Consequently, we invest considerable time during preliminary fieldwork in interviewing management staff to ensure that we have a complete understanding of how Salida really works. This process also helps us recognize opportunities for improving business processes and tightening up internal controls.

### *Laws and Regulations in the Audit Process*

McMahan and Associates personnel are thoroughly familiar with State of Colorado budget laws, other State statutes, and the Single Audit Law / Uniform Guidance. Salida's compliance with these and other laws and regulations will be assessed as part of our audit procedures.

### *Independence*

McMahan and Associates, L.L.C. and its staff are independent, as defined by U.S. generally accepted auditing standards, of the City.

During the term of our engagement, we will provide prompt written notice of any personal or professional relationships which would post a conflict of interest as defined by the applicable professional standards established by the American Institute of Certified Public Accountants.

***Audit Timeline***

To maximize the efficiency of our audit, we will provide you with a list of documents, reconciliations, and work papers needed by February 15th of each year so that the needed information can be prepared and organized in advance of the scheduled fieldwork date. This also helps minimize the disruption of the audit on Salida's daily operations.

Audit fieldwork for 2025, which will be scheduled at a mutually convenient time in March 2026, with the goal of ensuring that required filings of the audit and other reports may be completed within statutory timelines.

To facilitate communication throughout the audit process, the Audit Manager (Lillian) will be present during on-site fieldwork. All audit work papers will be subject to a detailed review by Lillian. Prior to issuance of the audit and other reports, all work papers, reports, drafts and audit evidence will also undergo a final review by the engagement partner. At the conclusion of fieldwork, we will meet with you and provide you with a complete set of audit adjustments, together with appropriate documentation, for review and approval.

We will prepare draft financial statements and the related notes for your review and approval by the end of April each year. We will also work with the City staff on any other aspect of the Annual Comprehensive Financial Report ("ACFR"), as needed. We perform this service for many of our governmental clients as, in the interest of efficiency and cost-effectiveness, this allows clients to focus their efforts on other high-level reporting functions, in addition to their daily operations. Once you have prepared the other ACFR sections, we will insert it into the audit document for finalization by June 30th.

Our audit reports on Salida's financial statements and Single Audit reporting will be designed to comply with U.S. generally accepted auditing standards, Government Auditing Standards, the Single Audit Act reporting requirements, and, the criteria for the GFOA's Certificate of Excellence in Financial Reporting program.

Any findings or recommendations noted in the course of our audit will be discussed with the Finance Director and, as applicable, other appropriate City personnel. Draft reports – including our Governing Board Letter (a.k.a., the "Management Letter") – will then be reviewed with the Finance Director and, as applicable, appropriate City management personnel before issuance or presentation to City Council by June 30th annually. As required by professional standards, we will communicate to the City Council and management, in writing, any material weaknesses or significant deficiencies noted in the course of our audit. In addition, we will provide a written Management Letter that will include our suggestions for improvement in business practices and procedures.

### *Implementation of New Standards*

We track all new accounting standards, technological changes, statutory and regulatory issues which may impact the City. We will provide a review of anticipated future issues and their implementation date at the end of every engagement as part of the exit conference. Furthermore, we communicate more pressing issues and guidance on implementation issues periodically through client regular communications.

### *Similar Engagements with Governments*

It has been our pleasure to work with the City of Salida for the past few years and look forward to continuing our relationship. We audit many governmental entities throughout Colorado including the City of Gunnison, Gunnison County, Eagle County, Town of Telluride and Town of Vail. The following is a list of references of other local government entities for which our firm provides audit and other services:

| Client Name | Scope of Work | Dates | Approx. Hours | Contact |
|---|---|---|---|---|
| City of Glenwood Springs | Audit (ACFR) & Consulting Services | 1998 - present | 350 | Yvette Gustad<br>Finance Director<br>(970) 384-6421 |
| City of Aspen | Audit (ACFR) & Consulting Services | 1998 - present | 500 | Peter Strecker<br>Finance Director<br>(970) 920-5007 |
| Town of Frisco | Audit (ACFR) & Consulting Services | 1998 - present | 275 | Leslie Edwards<br>Finance Director<br>(970) 668-9138 |
| City of Yuma | Audit & Consulting Services | 1990 - present | 125 | Karma Wells<br>City Clerk / Treasurer<br>(970) 848-3878 |
| Red, White and Blue Fire Protection District | Audit (ACFR) & Consulting Services | 2022 - present | 125 | Laura Johnson, CPA<br>Finance Office<br>(970) 547-4212 |

### *Engagement Administration*

Our fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. Assistance and consultation arising from accounting and reconciliation issues that would not customarily be part of our procedures will be separately billed to the City.

### *Engagement Administration (continued)*

We estimate our fees for the City's audit through 2029 will be as follows:

| Fiscal Year | Financial Audit | ACFR Assistance | Single Audit (if needed) | Total (no single audit) | Total (single audit) |
|---|---|---|---|---|---|
| 2025 | 30,000 | 3,000 | 4,500 | 33,000 | 37,500 |
| 2026 | 31,500 | 3,150 | 4,725 | 34,650 | 39,375 |
| 2027 | 33,075 | 3,308 | 4,961 | 36,383 | 41,344 |
| 2028 | 34,729 | 3,473 | 5,209 | 38,202 | 43,411 |
| 2029 | 36,465 | 3,647 | 5,470 | 40,112 | 45,581 |

**Hourly Rates for Additional Services**

| | |
|---|---|
| Partner | 300 |
| Manager | 240 |
| Senior | 160 |
| Staff | 120 - 145 |

### *Ongoing Support*

As with all clients, telephone conferences and meetings required to complete the audit and present the required reports within the agreed-upon timeframe are included in our base audit fee. Similarly, telephone consultation during the year that does not require significant research time by our staff is provided to clients at no additional cost. We encourage our clients to reach out to us during the year to discuss their operations and any current issues affecting their operations. This helps ensure that our clients receive timely, relevant input and guidance, rather than having to wait until the annual audit to have their questions answered.

### *Legal Disclosures*

McMahan and Associates, LLC has been the City's auditors from 2016 through 2024.

***Closing***

As long-term residents of the Colorado mountains, our staff prides themselves on community involvement and commitment to client service. We are proud of the assistance we have provided to our clients over the years. We have developed long-term working relationships and have helped our clients become financially stronger and operate more efficiently. We look forward to working with you in the coming years to help the City meet its financial goals. Please do not hesitate to contact me if you have any questions.

Sincerely,
**McMAHAN and ASSOCIATES, L.L.C.**

Matthew D. Miller, CPA
Managing Member

# CITY COUNCIL ACTION FORM

| DEPARTMENT | PRESENTED BY | DATE |
|---|---|---|
| Finance | Aimee Tihonovich - Finance Director | February 18, 2025 |

## AGENDA ITEM

Consent agenda – Letter of Engagement for Bond Counsel.

## BACKGROUND

The City is initiating the financing process for the upcoming US-50 Sewer Replacement Project. As part of this effort, securing experienced Bond Counsel is essential. The firm of Butler Snow specializes in municipal finance and has provided high-quality service to the City on past projects. The attached engagement letter outlines the scope of their services and has been reviewed and approved by the City Attorney.

## FISCAL NOTE

The estimated fee associated with this work is $90,000 and will be rolled into the financing for the project.

## RECOMMENDATION

Staff recommends approval of this engagement letter.

## MOTION

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

BUTLER | SNOW

August 5, 2025

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

ATTN: Christy Doon, City Administrator

Proposed Issuance of
City of Salida, Colorado
Water and Wastewater Revenue Bonds, Series 2025

Dear Christy:

We are pleased to confirm our engagement as bond counsel and special counsel to the City of Salida, Colorado (the "City") with respect to the issuance of its Water and Wastewater Revenue Bonds, Series 2025 (the "Bonds"). We appreciate your confidence in us and will do our best to continue to merit it.

**Personnel**

This letter sets forth the role we propose to serve and the responsibilities we propose to assume as bond counsel and special counsel to the City in connection with the issuance of the Bonds by the City. We understand that the City Council of the City (the "City") has authorized the execution of this letter. Kim Crawford and Maria Harwood will be principally responsible for the work performed on your behalf. Where appropriate, certain tasks may be performed by other attorneys or paralegals. At all times, however, Kim will coordinate, review, and approve all work completed for the City.

**Scope of Employment**

Bond counsel is engaged as a recognized expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of bonds. As your bond counsel, we will: examine applicable law; consult with the parties to the transaction prior to the issuance of the Bonds; prepare customary authorizing and operative documents, which may include proceedings relating to: the authorization of the sale and issuance of the Bonds, and closing certificates; review a certified transcript of proceedings; and undertake such additional duties as we deem necessary to render the opinion. Subject to the completion of proceedings to our satisfaction, we will render our opinion relating to the validity of the Bonds, the enforceability of the security for the Bonds, and the exclusion of the interest paid on the Bonds (subject to certain limitations which may be expressed in the opinion) from gross income for federal income tax purposes and for Colorado income tax purposes.

*1801 California Street*
*Suite 5100*
*Denver, Colorado 80202*

**KIMBERLEY K. CRAWFORD**
(720) 330-2354
Kim.Crawford@ButlerSnow.com

*T (720) 330-2300*
*F (720) 330-2301*
*www.butlersnow.com*

BUTLER SNOW LLP

We are also being retained by you to act as special counsel to the City in connection with the Official Statement for the Bonds (the "Official Statement"). As such, we will provide advice to the City on the applicable legal standards to be used in preparing the Official Statement and meeting the City's disclosure responsibilities. At the conclusion of the transaction we will deliver a letter to you stating that we have assisted the City in the preparation of the Official Statement, and that in the course of such assistance, nothing has come to the attention of the attorneys in our firm rendering legal services in connection with our representation which leads us to believe that the Official Statement, as of its date (except for the financial statements, other statistical data and statements of trends and forecasts and information concerning The Depository Trust Company ("DTC") provided by DTC contained in the Official Statement and its Appendices, as to which we express no view), contains any untrue statement of material fact or omits to state any material fact necessary to make the statements in the Official Statement, in light of the circumstances under which they were made, not misleading.

In rendering our opinion and letter, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation. Our opinion and letter each will be addressed to the City and will be executed and delivered by us in written form on the date the Bonds are exchanged for their purchase price (the "Closing"). The opinion and letter each will be based on facts and law existing as of their date.

Our services are limited to those contracted for explicitly herein; the City's execution of this letter constitutes an acknowledgment of those limitations. Specifically, but without implied limitation, our responsibilities do not include any representation by Butler Snow LLP in connection with any IRS audit, SEC enforcement action or any litigation involving the City or the Bonds, or any other matter. Neither do we assume responsibility for the preparation of any collateral documents (*e.g.*, environmental impact statements) which are to be filed with any state, federal or other regulatory agency. Nor do our services include financial advice (including financial advice about the structure of Bonds) or advice on the investment of funds related to the Bonds.

**Representation of the City**

In performing our services as bond counsel and as special counsel, the City will be our client and an attorney-client relationship will exist between us. We will represent the interests of the City rather than the Board, its individual members, or the City's employees. We will work closely with the City's general counsel and will rely on his opinion with regard to specific matters, including pending litigation. We assume that other parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. Our limited representation of the City does not alter our responsibility to render an objective opinion as bond counsel.

**Conflicts of Interest**

Our firm sometimes represents, in other unrelated transactions, certain of the financial institutions that may be involved in this transaction, such as underwriters, credit enhancers, and banks. We do not believe that any of these representations will materially limit or adversely affect our ability to represent the City in connection with the Bonds, even though such representations may be characterized as adverse under the Colorado Rules of Professional Conduct (the "Rules"). In any event, during the term of our engagement hereunder, we will not accept a representation of any of these parties in any matter in which the City is an adverse party. However, pursuant to the Rules, we do ask that you consent to our representation of such parties in transactions that do not directly or indirectly involve the City. Your execution of this letter will signify the City's prospective consent to such representations in matters unrelated to the City while we are serving as bond counsel hereunder.

**Fee Arrangement**

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, (iv) the skill and experience required to complete the services properly, and (v) the responsibilities we will assume, we estimate that our fee as bond counsel and special counsel will be $90,000. Such fees may vary: (i) if the principal amount of Bonds actually issued differs significantly from the amount stated above, (ii) if material changes in the structure of the financing occur, or (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time or our responsibilities. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will consult with you and prepare an amendment to this engagement letter.

Our fees are usually paid at Closing out of proceeds of the COPs. We customarily do not submit any statement until the Closing, unless there is a substantial delay in completing the financing. We understand and agree that our fees will be paid at Closing out of proceeds. If the financing is not consummated, we understand and agree that we will not be paid. If, for any reason, the financing is completed without our opinion as bond counsel, we will expect to be compensated at our normal hourly rates (currently ranging from $100 to $665 depending on personnel) for time actually spent on your behalf, plus disbursements.

In addition, this letter authorizes us to incur expenses and make disbursements on behalf of the City, which we will include in our invoice. Disbursement expenses will include such items as travel costs, photocopying, deliveries and other out-of-pocket costs. Attached as Exhibit A is our billing policy.

**Document Retention**

Butler Snow maintains its client files electronically. We do not keep separate paper files. We will scan documents you or others send to us related to your matter to our electronic file for that matter and will retain only the electronic version while your matter is pending. Unless you instruct

us otherwise, once such documents have been scanned to our electronic file, we will destroy all paper documents provided to us**.** If you send us original documents that need to be maintained as originals while the matter is pending, we ordinarily will scan those to our client file and return the originals to you for safekeeping. Alternatively, you may request that we maintain such originals while the matter is pending. If we agree to do that, we will make appropriate arrangements to maintain those original documents.

Unless you instruct us otherwise, once our work on this matter is completed, we will designate your file as a closed file on our system and will apply our document retention policy then in effect to the materials in your closed file. At that time, we ordinarily will return to you any original documents we have maintained in accordance with the preceding paragraph while the matter was pending. Otherwise, we will retain the closed file materials for our benefit and subject to our own policies and procedures concerning file retention and destruction. Accordingly, if you desire copies of any documents (including correspondence, e-mails, pleadings, contracts, agreements, etc.) related to this matter or generated while it was pending, you should request such copies at the time our work on this matter is completed. A more complete notice of Butler Snow's Record Retention and Destruction Policy for Client Files, which also will be applicable to this Engagement, is attached as **Exhibit B** and incorporated herein by reference.

**Termination of Engagement**

The above fees contemplate compensation for usual and customary services as bond counsel and as special counsel to the City in connection with the Official Statement, as described above. Upon delivery of the opinion and letter, our responsibilities as bond counsel and as special counsel will terminate with respect to this financing, and our representation of the City and the attorney-client relationship created by this engagement letter will be concluded. Specifically, but without implied limitation, we do not undertake to provide continuing advice to the City or to any other party to the transaction. Many post-issuance events may affect the Bonds, the tax-exempt status of interest on the Bonds, or liabilities of the parties to the transaction. Such subsequent events might include a change in the project to be financed with Bond proceeds, a failure by one of the parties to comply with its contractual obligations (*e.g.*, rebate requirements, continuing disclosure requirements), an IRS audit, or a change in federal or state law. Should the City seek the advice of bond counsel or special counsel on a post-closing matter or seek other, additional legal services, we would be happy to discuss the nature and extent of our separate engagement at that time.

**Approval**

If the other foregoing terms of this engagement are acceptable to you, please so indicate by returning a copy of this letter signed by the officer so authorized, keeping a copy for your files.

We are pleased to have the opportunity to serve as your bond counsel and special counsel and look forward to a mutually satisfactory and beneficial relationship. We are deeply committed to the proposition that our clients must be satisfied with the quality of our services as well as the amount of our charges. Our effectiveness and your best interest are enhanced by an atmosphere of candor and confidence between us, not only as to the facts and circumstances of the legal issues on which we are working, but also as to the attorney-client relationship itself. If at any time you have questions concerning our work or our fees, we hope that you will contact us immediately.

BUTLER SNOW LLP

By: _____

Accepted and Approved:

CITY OF SALIDA, COLORADO

By:_____

Title: _____

Date: _____

CLD/jw
Enclosures

## EXHIBIT A

**BUTLER SNOW LLP**
**STANDARD BILLING TERMS AND CHARGES FOR EXPENSES**
**As of January 1, 2025**

Butler Snow LLP (the "Firm") will bill clients monthly for legal services, unless another arrangement is agreed to and approved in writing by the Firm and the Client. The Firm typically sends bills for legal services and expenses via the U.S. Postal Service or by e-mail. Electronic billing services may also be used by specific agreement.

It is our goal that our bills are easy to understand, simple, and reflect appropriate charges for the value our services provided. As such, we do not charge for many incidental costs or routine services. We are continually working to ensure that our bills are clear and understandable. Should you have questions about any aspect of your bill, please contact the Firm as soon as possible so that your concerns may be quickly resolved. The chart below spells out the complete details of our expense charges. Our bills are **due upon receipt** unless other arrangements are agreed to in advance.

Any overpayments or duplicate payments the Firm receives that cannot be posted to an outstanding bill ("unapplied payments") will be deposited into the Firm's operating account upon receipt and posted as unapplied cash to the client's account. These unapplied payments will either be applied to a future bill or refunded to the client, whichever is appropriate.

| | |
|---|---|
| **Document Reproduction (Print, Copy & Scan)** | |
| **Normal sized documents (up to 11 x 17)** | Black & White: $0.20/page Color: $0.35/page<br>**Bates Labeling –**<br>Electronic: $0.03/page Manual: $0.15/page |
| **Oversize documents (size in excess of 11 x 17)** | **Charge for each page – no exclusion**<br>Black & white: $1.25/page Color: $4.50/page |
| **Electronic Data Manipulation for reproduction** | $75 per hour |
| **Binders** | Actual cost of the binders plus $1.00 per comb |

| | |
|---|---|
| **Wire Transfers** | **Outgoing:** International: **$50/wire** Domestic: **$25/wire** |
| **Data/Audio/Visual Duplication & Reproduction** | **CD/DVD:** **$12.00** for each disc<br>**Portable Media Devices**: Priced per data storage size |
| **Electronically Stored Information (Litigation Support Services)** | **Data Room**: $1,000.00/room<br>**Data Processing**: $100.00/gb per occurrence<br>**Data Storage:** $10.00/gb per month<br>**Document Review & Hosting**: $25.00/gb per month<br>**Review User License Fees:** $90.00/user per month<br>**Minimum Monthly Fee:** $150.00 |
| **Computerized Legal Research** | No charge for basic research.<br>$70/search for public records, special treatises, briefs, motions, trial court documents and expert directory databases<br>Research from secondary sources and outside of firm's plan at actual cost Specialized research at actual cost with prior client approval |

| | |
|---|---|
| **Electronic retrieval of Court documents Fax** | **$0.40 / document** |
| **and International Calls** | **$0.50/Page**<br>Non-domestic and conference calls charged at actual cost. |
| **Travel (personal vehicle)** | Current Standard Mileage Rate as allowed by the IRS |
| **Messenger Delivery and Service of Subpoenas or Summons** | Deliveries 0-25 miles one way - **$30.00;** over 25 miles one way - **$10.00/hour plus mileage;**<br>Service of Subpoenas/Summons - **$35.00 plus delivery** |
| **Overnight Package Delivery** | Charged at actual cost per package |
| **Postage** | Postage charged at actual cost |
| **Conference Center & Catering** | Charges for costs associated with client meetings and events will be passed on to the client at cost, unless agreed upon prior. This excludes basic client meetings without associated food and beverage services or special costs for conference services. |

**EXHIBIT B**
**NOTICE TO CLIENTS OF BUTLER SNOW'S**
**RECORD RETENTION & DESTRUCTION POLICY FOR CLIENT FILES**

Butler Snow maintains its client files electronically. Ordinarily, we do not keep separate paper files. We will scan documents you or others send to us related to your matter to our electronic file for that matter and will ordinarily retain only the electronic version while your matter is pending. **Unless you instruct us otherwise, once such documents have been scanned to our electronic file, we will destroy all paper documents provided to us.** If you send us original documents that need to be maintained as originals while the matter is pending, we ordinarily will scan those to our client file and return the originals to you for safekeeping. Alternatively, you may request that we maintain such originals while the matter is pending. If we agree to do that, we will make appropriate arrangements to maintain those original documents while the matter is pending.

At all times, records and documents in our possession relating to your representation are subject to Butler Snow's Record Retention and Destruction Policy for Client Files. Compliance with this policy is necessary to fulfill the firm's legal and ethical duties and obligations, and to ensure that information and data relating to you and the legal services we provide are maintained in strict confidence at all times during and after the engagement. All client matter files are subject to these policies and procedures.

At your request, at any time during the representation, you may access or receive copies of any records or documents in our possession relating to the legal services being provided to you, excluding certain firm business or accounting records. We reserve the right to retain originals or copies of any such records of documents as needed during the course of the representation.

Unless you instruct us otherwise, once our work on this matter is completed, we will designate your file as a closed file on our system and will apply our document retention policy then in effect to the materials in your closed files. At that time, we ordinarily will return to you any original documents we have maintained in accordance with the preceding paragraph while the matter was pending. Otherwise, we will retain the closed file materials for our benefit and subject to our own policies and procedures concerning file retention and destruction. Accordingly, if you desire copies of any documents (including correspondence, e-mails, pleadings, contracts, agreements, etc.) related to this matter or generated while it was pending, you should request such copies at the time our work on this matter is completed.

You will be notified and given the opportunity to identify and request copies of such items you would like to have sent to you or someone else designated by you. You will have 30 days from the date our notification is sent to you to advise us of any items you would like to receive. You will be billed for the expense of assimilating, copying and transmitting such records. We reserve the right to retain copies of any such items as we deem appropriate or necessary for our use. Any non-public

information, records or documents retained by Butler Snow and its employees will be kept confidential in accordance with applicable rules of professional responsibility.

Any file records and documents or other items not requested within 30 days will become subject to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files and will be subject to final disposition by Butler Snow at its sole discretion. Pursuant to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files, all unnecessary or extraneous items, records or documents may be removed from the file and destroyed. The remainder of the file will be prepared for closing and placed in storage or archived. It will be retained for the period of time established by the policy for files related to this practice area, after which it will be completely destroyed. This includes all records and documents, regardless of format.

While we will use our best efforts to maintain confidentiality and security over all file records and documents placed in storage or archived, to the extent allowed by applicable law, Butler Snow specifically disclaims any responsibility for claimed damages or liability arising from damage or destruction to such records and documents, whether caused by accident; natural disasters such as flood, fire, or wind damage; terrorist attacks; equipment failures; breaches of Butler Snow's network security; or the negligence of third-party providers engaged by our firm to store and retrieve records.

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# City Council Action Form

| Department | Presented By | Date |
|---|---|---|
| Community Development | Carolyn Poissant - Senior Planner | August 19, 2025 |

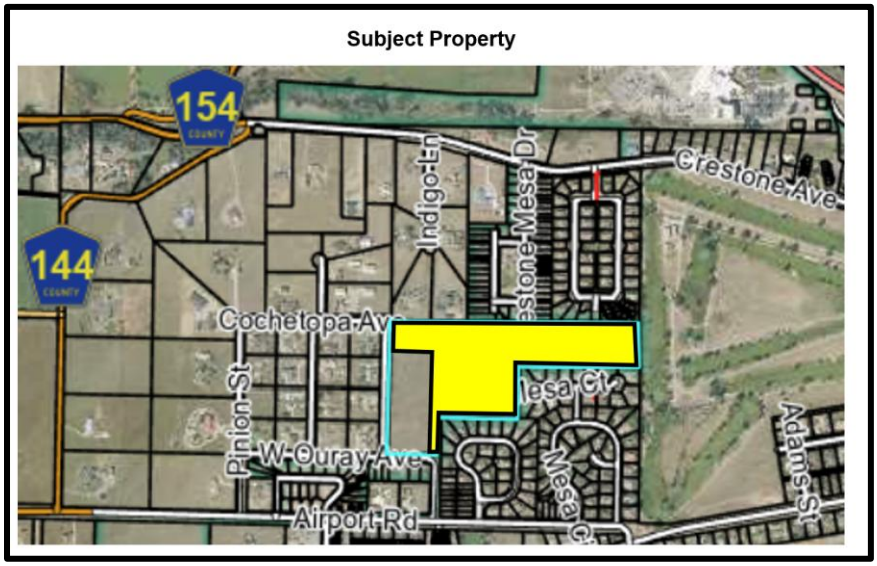
## Agenda Item

Ordinance 2025-14: Second reading and public hearing on the proposed 5-H LLC Annexation for a 15.06-acre property known as the 5-H LLC Annexation

## Background

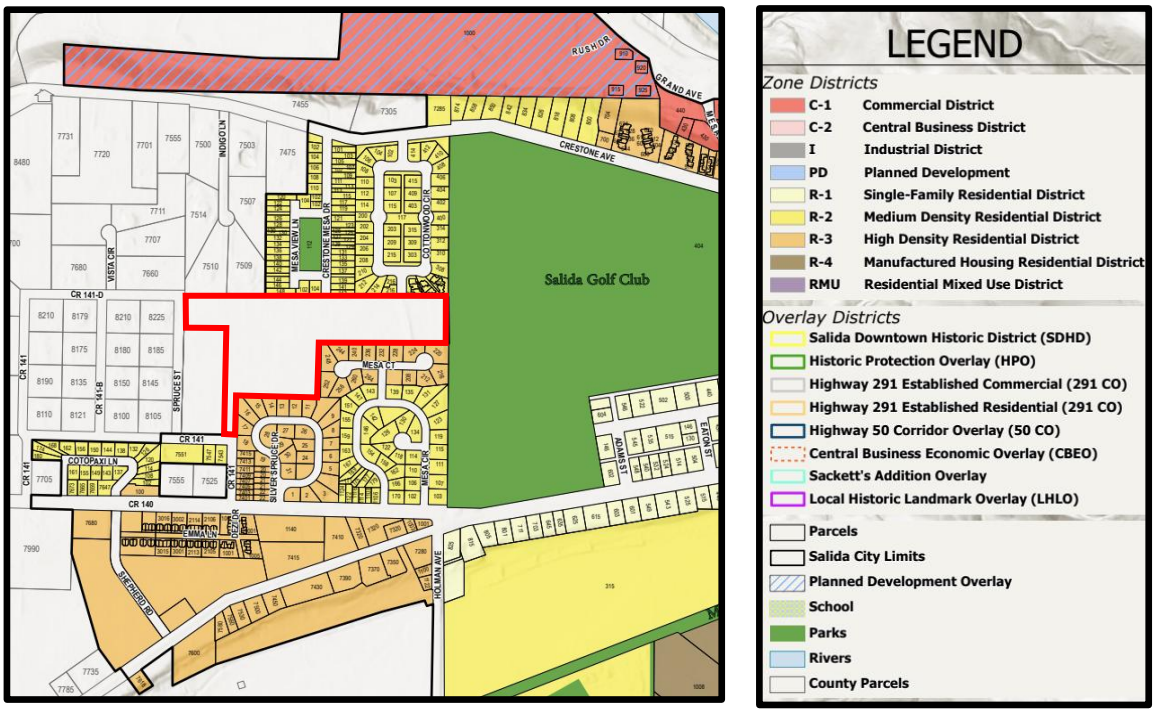
On June 23, 2025, staff received an application from 5-H LLC to annex a 15.06-acre portion of an 18.32-acre property (Parcel No. 368131400015) located east of Spruce Street and north of West Ouray Avenue. Only the 15.06-acre portion, which is under separate ownership, is requested to be annexed at this time. Resolution 2025-27 confirmed substantial compliance for the annexation.

A conceptual plan was presented at a joint work session of City Council and Planning Commission on June 2, 2025. The conceptual plan does not constitute a subdivision application. It was prepared as the developer's option to obtain initial feedback from Planning Commission and City Council. The joint work session is not a public hearing and thus does not get advertised.




**Surrounding Land Use and Zoning**: The site is currently zoned RM (Residential Mixed Zone District) in Chaffee County. Properties to the west remain in Chaffee County and are zoned RS (Residential Suburban). The remaining surrounding properties are within city limits and include the Crestone Mesa and Cottonwood Green subdivisions to the north; the Salida Golf Club (City of Salida property) to the east; and Mesa Village, Cochetopa Estates, and Annex and Winger Minor subdivisions to the south.

## City of Salida Zoning Map




**PROCESS:**

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

- A minimum of 1/6th (16.67%) of the perimeter of the proposed annexation must be contiguous with the City of Salida city limits.
- Staff reviews the petition for compliance with city and state statutes.
- City Council adopts a resolution stating the petition is valid and sets a public hearing date that is no less than 30 days and no greater than 60 days from the resolution date.
    - ➢ On July 1, 2025 City Council adopted Resolution 2025-27 finding the Annexation petition in compliance with city and state statutes and set the public hearing date for August 19, 2025.
- The City Council public hearing is advertised in the newspaper for four consecutive weeks.
- Planning Commission holds a public hearing to review the annexation and recommend the zoning designation of the property.
    - ➢ The Planning Commission public hearing was held July 28, 2025.
- City Council holds a public hearing on the annexation petition.
- City Council holds a public hearing to review and act on the proposed zoning.
- City Council reviews and acts on an annexation agreement.

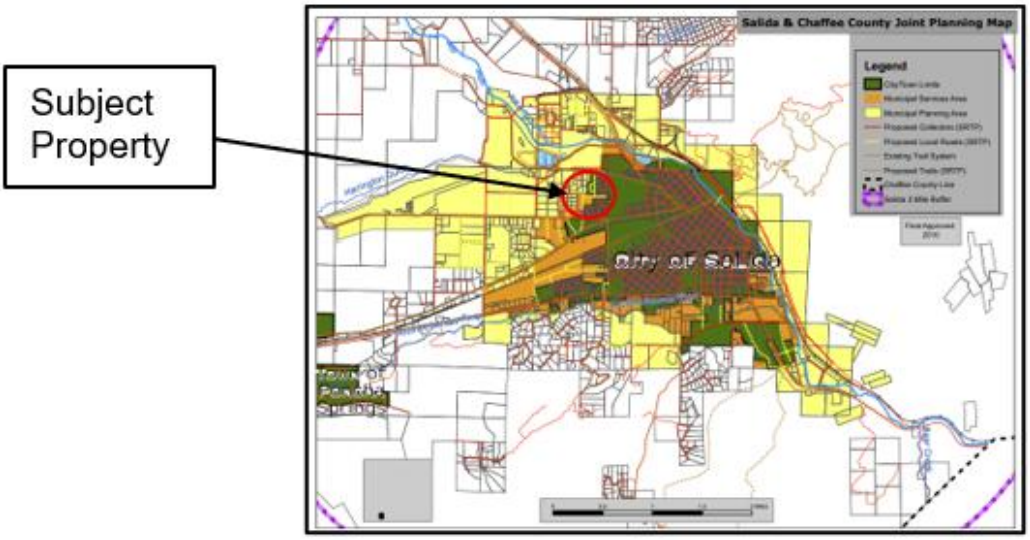
## FINDINGS OF FACT:

As explained above, the annexation shall be considered by the Commission as a required step prior to the zoning of the property. The following findings of facts are required for annexation:

1. The proposed annexation meets the required 1/6th contiguity with the municipal boundary of the City of Salida as shown on the annexation plat.

2. All applicable owners of the property are party to the annexation.

3. The annexation property is within the Municipal Services Area (MSA) of the City of Salida, as defined in the City's Comprehensive Plan and its intergovernmental agreement (IGA) with Chaffee County approved in 2010. According to the IGA, the MSA "encompasses properties which are eligible for annexation and extension of municipal utilities and infrastructure, within the parameters set forth in the Salida Municipal Code and Salida Comprehensive Plan, which may be amended from time to time."




4. The property may be efficiently served by City fire and police departments.

5. The property is a natural extension of the City's municipal boundary and meets the legal requirements for annexation.

## RESPONSE FROM REFERRAL DEPARTMENTS AND AGENCIES:

- Salida Police Department: No concerns regarding the annexation. Note that any restriction of street connectivity would have negative impacts on emergency response times and access to the hospital. I (Police Chief Russel Johnson) am not in favor of having any dead-end cul-de-sacs or other limitations in the future development.

- Salida Fire Department: No concerns regarding the annexation. Appropriate emergency access and turnarounds must be provided.

- Salida Parks and Recreation Department: City code requirements for parks and opens space including dedication and development of a public park must be satisfied and appropriate trail connectivity provided.

- Public Works Department and City Engineering Consultants: ROW connections have been developed for future street connections and the area is within the MSA. Limiting traffic through one neighborhood would adversely affect traffic in other areas. Having multiple points of connection spreads the impacts out. Also, having additional access points is very critical when the day comes to rebuild infrastructure under the street so as not to restrict access. Note that an appropriate drainage analysis and stormwater management infrastructure meeting city requirements must be provided with development.
- Chaffee County Planning Department: No concerns.
- Salida Finance Department: System development fees will be required.
- Salida School District: No response. Fees-in-lieu will be required with development.
- Chaffee County Building Department: No concerns at this time.
- Xcel Energy: No major concerns.
- ATMOS Energy: No comment.
- Visionary Broadband: No comment.

## Fiscal Impact

There is no fiscal impact at this time. Demands upon city services will increase with development.

## Planning Commission Recommendation

A public hearing with the Planning Commission was held July 28, 2025. The Commission recommended (5-0) Council approve the proposed 5-H LLC Annexation with conditions recommended below.

## Staff Recommendation

Staff recommends approval of Ordinance 2025-14 for the proposed 5-H LLC Annexation, subject to Council approval of an annexation agreement with the following conditions:

1. All proposed development shall meet the requirements of the Municipal Code.
2. The City shall serve the property with appropriate public utilities;
3. Park dedication shall be in compliance with city requirements as approved by City Council;
4. Street connectivity shall be provided through any future proposed subdivision to accommodate appropriate emergency access and as per city standards;
5. Pedestrian connectivity shall be provided to accommodate existing and potential future public sidewalks, shared-use paths and trail networks; and
6. The total number of primary residential dwelling units on the annexed Property shall not exceed a total of ninety six (96).

A City Councilmember should state, “I move to _____Ordinance 2025-14, an ordinance of the City Council of the City of Salida, Colorado, on second reading approving the annexation of approximately 15.06 acres of property known as the 5-H LLC Annexation, subject to the conditions included in the ordinance,” followed by a second and a roll call and vote.

Attachments: Ordinance 2025-14
5-H LLC Annexation petition and Annexation Plat
Minutes of July 28, 2025 Planning Commission meeting with public comments

**City of Salida, Colorado**
**Ordinance No. 14**
**Series of 2025**

**An Ordinance of the City of Salida, Colorado Annexing to the City of Salida a Certain Tract of Land in Unincorporated Chaffee County Known as the 5-H LLC Annexation**

**WHEREAS**, on June 23, 2025, representatives of 5-H LLC, filed a General Development Application (the "Petition") to commence proceedings to annex to the City of Salida (the "City") a certain unincorporated tract of land comprised of a total of 15.06 acres in the County of Chaffee, State of Colorado (the "Property"), and being more particularly described on **Exhibit A**, attached hereto and incorporated herein by reference; and

**WHEREAS**, pursuant to C.R.S. §31-12-108, the City Council by Resolution No. 27, Series of 2025 specified that the City Council would hold a hearing on the proposed annexation at its regular meeting on August 19, 2025 commencing at the hour of 6 p.m. in the City Council Chambers, 448 East First Street, Salida, Colorado; and

**WHEREAS**, pursuant to C.R.S. §31-12-108 to -110, the City Council on August 19, 2025 held a duly-noticed public hearing to consider the proposed annexation; and

**WHEREAS**, notice of such hearing was published on July 11, 2025, July 18, 2025, July 25, 2025, and August 1, 2025 in *The Mountain Mail* newspaper; and

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

**WHEREAS,** the City hereby sets forth its Findings of Fact, Determinations, and Conclusions with regard to annexation to the City of the 5-H LLC Annexation; and

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

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

**Section 1.** The City incorporates the foregoing recitals as findings and determinations by the City Council.

**Section 2.** The City hereby approves the annexation of the Property described on Exhibit A, attached hereto with the following conditions of approval, and such real Property is hereby annexed to and made a part of the City of Salida:

1. All proposed development shall meet the requirements of the Municipal Code.
2. The City shall serve the property with appropriate public utilities;
3. Park dedication shall be in compliance with city requirements as approved by City Council;
4. Street connectivity shall be provided through any future proposed subdivision to accommodate appropriate emergency access and as per city standards;
5. Pedestrian connectivity shall be provided to accommodate existing and potential future public sidewalks, shared-use paths and trail networks; and
6. The total number of primary residential dwelling units on the annexed Property shall not exceed a total of ninety-six (96).

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

   A. File one (1) copy of the Annexation Plat and the original of this Annexation Ordinance in the office of the City Clerk of the City of Salida, Colorado;

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

   C. File one certified copy of this Annexation Ordinance and one copy of the Annexation Map in the office of the County Assessor of Chaffee County, Colorado.

INTRODUCED ON FIRST READING, on the 5th day of August, 2025, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the City of Salida by the City Council on the 8th day of August, 2025, and set for second reading and public hearing on the 19th day of August, 2025.

INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED PUBLISHED BY TITLE ONLY, by the City Council on the ____ day of _____, 20__.

CITY OF SALIDA, COLORADO

_____
Mayor

[SEAL]

ATTEST:

_____
City Clerk/Deputy Clerk

PUBLISHED IN FULL in the Mountain Mail after First Reading on the ____ day of _____, 20__, and BY TITLE ONLY, after final adoption on the ____ day of _____, 20__.

_____
City Clerk/Deputy City Clerk

# EXHIBIT A

## 5H LLC ANNEXATION DESCRIPTION

A tract of land located in the Southeast Quarter of the Southwest Quarter (SE¼ SW¼) and the Southwest Quarter of the Southeast Quarter (SW¼ SE¼) of Section 31, Township 50 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado, being more particularly described as follows:

Commencing at the Southeast corner (5/8-inch rebar with a 1½-inch aluminum cap stamped 'LS 16117) of Shavano Vista Subdivision (Reception No. 122596), from whence the witness corner (5/8-inch rebar with 2½-inch aluminum cap stamped "1/4 R9E T50N S31 over S6 T49N, 1997, 14.8 RM LS 16117) to the South ¼ corner of said Section 31 bears South 38°29'22" East 522.00 feet (South ¼ corner is South 14.8 feet from witness corner);

Thence South 88°50'17" East along the North boundary of Chaffee County Road No. 141, a distance of 266.08 feet to the point of beginning of the tract herein described, said point being marked by a 5/8-inch rebar with a 1½-inch aluminum cap stamped LS 16117;

Thence proceeding around said tract, continuing South 88°50'17" East along said North county road boundary, 60.0 feet to a point on the West boundary of Cochetopa Estates, a subdivision located within the City of Salida, said point being marked by a 5/8-inch rebar with a 1½-inch aluminum cap stamped LS 16117;

Thence North 01°03'10" East 258.69 feet to another 5/8-inch rebar with a 1 ½-inch aluminum cap stamped LS 16117 at the Northwest corner of said subdivision;

Thence South 88°55'28" East along the North boundary of Cochetopa Estates 528.84 feet to a 5/8-inch rebar with a 1½-inch aluminum cap stamped LS 16117 at the Southwest corner of Mesa Village No. 2, a subdivision located within the City of Salida;

Thence North 00°55'07" East along the West boundary of said Mesa Village No. 2 and a projection northerly, a distance of 399.31 feet to a 5/8-inch rebar with a 1¾-inch steel disc stamped '6753' at the Northwest corner of that certain tract of land described in Quiet Title Decree recorded in Book 473 at Page 570 of the Chaffee County records.

Thence South 89°56'32" East along the monumented north boundary of said tract described in quiet title decree a distance of 798.67 feet to a 1½-inch pipe, being a point on the monumented East boundary of the said SW¼ SE¼ of Section 30;

Thence North 00°01'18" East along said monumented east boundary, a distance of 290.96 feet to a 5/8-inch rebar with a 1½-inch aluminum cap stamped LS 16117 at the Southeast corner of Cottonwood Green, a subdivision located within the City of Salida;

Thence along the monumented north boundary of the said SW¼ SE¼ and SE¼ SW¼ the following:
First North 89°48'00" West 583.15 feet to a 5/8-inch rebar with a 1½-inch aluminum cap stamped '487' at the Southwest corner of said Cottonwood Green, being common with the Southeast corner of Crestone Mesa, a subdivision located within the City of Salida.

Thence North 89°58’51” West 558.04 feet to another 5/8-inch rebar with a 1½-inch aluminum cap stamped ‘487’ at the Southwest corner of said Crestone Mesa, said corner being common with the Southeast corner of Rainbow Ridge, a subdivision located within Chaffee County;

Thence North 89°43’49” West 500.83 feet to another 5/8-inch rebar with a 1 ½-inch aluminum cap stamped ‘487’ at the Southwest corner of said Rainbow Ridge, being common with the Southeast corner of Vista Grande, a subdivision located within Chaffee County;

And thence North 89°31’25” West 10.75 feet to a 5/8-inch rebar with a 1½-inch aluminum cap stamped LS 16117 at the Northeast corner of said Shavano Vista Subdivision;

Thence leaving the north monumented boundary of the SE¼ SW¼, South 00°43’05” West along the East boundary of Spruce Street in said Shavano Estates, a distance of 140.20 feet to a 5/8-inch rebar with a 1½-inch aluminum cap stamped LS 16117;

Thence South 89°16’55” East 266.07 feet to another 5/8-inch rebar with a 1½-inch aluminum cap stamped LS 16117;

Thence South 00°43’05” West 737.75 feet to the point of beginning.
Containing 15.06 Acres, more or less.

Subject to easements of records or existing, including the rights of others to operate, repair and maintain the irrigation ditch crossing the tract.

*Property description prepared by: Michael K. Henderson, Licensed Surveyor*
*June 17, 2025*

# ANNEXATION APPLICATION

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

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

### A. Development Process

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

## 2. APPLICATION CONTENTS (City Code Section 16-9-40)

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

**7. Public Notice.**

a) A list shall be submitted by the applicant to the city of adjoining property owners' names and addresses. A property owner is considered adjoining if it is within 175 feet of the subject property regardless of public ways. The list shall be created using the current Chaffee County tax records.

b) Postage Paid Envelopes. Each name on the list shall be written on a postage-paid envelope. Postage is required for up to one ounce. Return Address shall be: City of Salida, 448 E. First Street, Suite 112, Salida, CO 81201.

c) Applicant is responsible for posting the property and proof of posting the public notice.

**8. Petition for Exclusion from the South Arkansas Fire Protection District (optional)**

**9. Notarized Special Fee and Cost Reimbursement Agreement completed**

# ANNEXATION PETITION

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

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

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

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

1. That it is desirable and necessary that the above-described territory be annexed to the City of Salida.

2. That petitioners are landowners of one hundred percent (100%) of the territory, excluding streets and alleys, herein proposed for annexation to the City of Salida.

3. That no less than one-sixth of the aggregate external boundaries of the above-described territory hereby petitioned to the City of Salida is contiguous to the City limits of the City of Salida.

4. Accompanying this petition are two mylars and twenty copies of the annexation map.

5. That a community of interest exists between the above-described territory and the City of Salida, and that the same is urban, or will be urbanized in the near future, and further that the said territory is integrated or is capable of being integrated in the City of Salida.

6. That the above-described territory does not include any area which is the same or substantially the same area in which an election for an annexation to the City of Salida, was held within the twelve months preceding the filing of this petition.

7. That the above-described territory does not include any area included in another annexation proceeding involving city other than the City of Salida.

8. That the above-described territory is not presently a part of any incorporated city, city and county, or town.

9. That the above area described will (not) result in the detachment of the area from any school district and the attachment of the same to another school district.

## "INSERT A"

(Description of territory proposed for annexation)

**5H LLC ANNEXATION DESCRIPTION:**

A tract of land located in the Southeast Quarter of the Southwest Quarter (SE¼ SW¼) and the Southwest Quarter of the Southeast Quarter (SW¼ SE¼) of Section 31, Township 50 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado, being more particularly described as follows:
Commencing at the Southeast corner (5/8-inch rebar with a 1½-inch aluminum cap stamped 'LS 16117) of Shavano Vista Subdivision (Reception No. 122596), from whence the witness corner (5/8-inch rebar with 2½-inch aluminum cap stamped "1/4 R9E T50N S31 over S6 T49N, 1997, 14.8 RM LS 16117) to the South ¼ corner of said Section 31 bears South 38°29'22" East 522.00 feet (South ¼ corner is South 14.8 feet from witness corner);
Thence South 88°50'17" East along the North boundary of Chaffee County Road No. 141, a distance of 266.08 feet to the point of beginning of the tract herein described, said point being marked by a 5/8-inch rebar with a 1½-inch aluminum cap stamped LS 16117;
Thence proceeding around said tract, continuing South 88°50'17" East along said North county road boundary, 60.0 feet to a point on the West boundary of Cochetopa Estates, a subdivision located within the City of Salida, said point being marked by a 5/8-inch rebar with a 1½-inch aluminum cap stamped LS 16117;
Thence North 01°03'10" East 258.69 feet to another 5/8-inch rebar with a 1 ½-inch aluminum cap stamped LS 16117 at the Northwest corner of said subdivision;
Thence South 88°55'28" East along the North boundary of Cochetopa Estates 528.84 feet to a 5/8-inch rebar with a 1½-inch aluminum cap stamped LS 16117 at the Southwest corner of Mesa Village No. 2, a subdivision located within the City of Salida;
Thence North 00°55'07" East along the West boundary of said Mesa Village No. 2 and a projection northerly, a distance of 399.31 feet to a 5/8-inch rebar with a 1¾-inch steel disc stamped '6753' at the Northwest corner of that certain tract of land described in Quiet Title Decree recorded in Book 473 at Page 570 of the Chaffee County records.
Thence South 89°56'32" East along the monumented north boundary of said tract described in quiet title decree a distance of 798.67 feet to a 1½-inch pipe, being a point on the monumented East boundary of the said SW¼ SE¼ of Section 30;
Thence North 00°01'18" East along said monumented east boundary, a distance of 290.96 feet to a 5/8-inch rebar with a 1½-inch aluminum cap stamped LS 16117 at the Southeast corner of Cottonwood Green, a subdivision located within the City of Salida;
Thence along the monumented north boundary of the said SW¼ SE¼ and SE¼ SW¼ the following:
First North 89°48'00" West 583.15 feet to a 5/8-inch rebar with a 1½-inch aluminum cap stamped '487' at the Southwest corner of said Cottonwood Green, being common with the Southeast corner of Crestone Mesa, a subdivision located within the City of Salida.
Thence North 89°58'51" West 558.04 feet to another 5/8-inch rebar with a 1½-inch aluminum cap stamped '487' at the Southwest corner of said Crestone Mesa, said corner being common with the Southeast corner of Rainbow Ridge, a subdivision located within Chaffee County;
Thence North 89°43'49" West 500.83 feet to another 5/8-inch rebar with a 1 ½-inch aluminum cap stamped '487' at the Southwest corner of said Rainbow Ridge, being common with the Southeast corner of Vista Grande, a subdivision located within Chaffee County;
And thence North 89°31'25" West 10.75 feet to a 5/8-inch rebar with a 1½-inch aluminum cap stamped LS 16117 at the Northeast corner of said Shavano Vista Subdivision;
Thence leaving the north monumented boundary of the SE¼ SW¼, South 00°43'05" West along the East boundary of Spruce Street in said Shavano Estates, a distance of 140.20 feet to a 5/8-inch rebar with a 1½-inch aluminum cap stamped LS 16117;
Thence South 89°16'55" East 266.07 feet to another 5/8-inch rebar with a 1½-inch aluminum cap stamped LS 16117;
Thence South 00°43'05" West 737.75 feet to the point of beginning.
Containing 15.06 Acres, more or less.

Subject to easements of records or existing, including the rights of others to operate, repair and maintain the irrigation ditch crossing the tract.

Property description prepared by: Michael K. Henderson, 203 G Street, Salida, CO 81201
June 17, 2025

## ANNEXATION PETITION

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

| Signature of Petitioners Requesting Annexation to the City of Salida, Colorado | Date of Signature of Each Petitioner | Mailing Address of each Petitioner | Description of Property Included the Area Proposed for Annexation Owned by Each person Signing this Petition. (Attach separate sheet, if necessary) |
|---|---|---|---|
| [illegible] | 6/23/25 | 130 W 2nd St, Salida, Co 81201 | see attached |
| | | | |
| [illegible] | 6/23/25 | 130 W. 2ND ST, STE. 1, SALIDA, CO 81201 | SEE ATTACHED |
| | | | |
| [illegible] | 6/23/25 | 130 W 2ND ST, STE 1, SALIDA CO 81201 | SEE ATTACHED |
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| | | | |

**CIRCULATOR'S AFFIDAVIT**

STATE OF COLORADO )
) ss.
COUNTY OF CHAFFEE )

I, DUSTIN T. HUGHES, A MEMBER OF S-H, LLC
being first duly sworn, upon oath deposes and says that she/he was the circulator of the above and foregoing petition and that the signatures on said petition are the signatures of the persons whose names they purport to be.

Circulator

Subscribed and sworn to before me this 12th day of June, A. D. 2025.
Witness my hand and official seal. My commission expires: 2/11/2029.

Notary Public

RACHAEL GARDNER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20254005678
MY COMMISSION EXPIRES 02/11/2029

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

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

If a property owner annexes into the City and does not petition the SAFPD for exclusion from the district, the property owner(s) will continue to pay real property taxes to South Arkansas Fire Protection District. It is the responsibility of the property owner to request that their land be excluded from the special taxing district during the annexation process. The petition to exclude land from the special taxing district should be submitted to the SAFPD if you would like to have your property considered for exclusion by the South Arkansas Fire Protection District Board.

Petitions need to meet the requirements of Section 32-1501(1), C.R.S., in the following respects:

A. Include a "legal description of the property"
B. The petition/request must include notarized signature of the property owner(s)

You may mail or deliver a notarized copy of the request letter along with a full legal description of the property or properties (a copy of vesting deeds(s) will suffice) directly to the District, at 124 E Street, P.O. Box 393, Salida, CO 81201

The District incurs legal fees for exclusions in the range of $650 - $1000. A $500 deposit for legal fees will be required up front.

N/A

# 5–H LLC LAND SURVEY PLAT

FOR A TRACT LOCATED IN THE

SW1/4 SE1/4 & SE1/4 SW1/4 of SECTION 31, TOWNSHIP 50 NORTH, RANGE 9 EAST, NEW MEXICO PRINCIPAL MERIDIAN

CHAFFEE COUNTY, COLORADO

N
W E
S

GRAPHIC SCALE 1"=100'

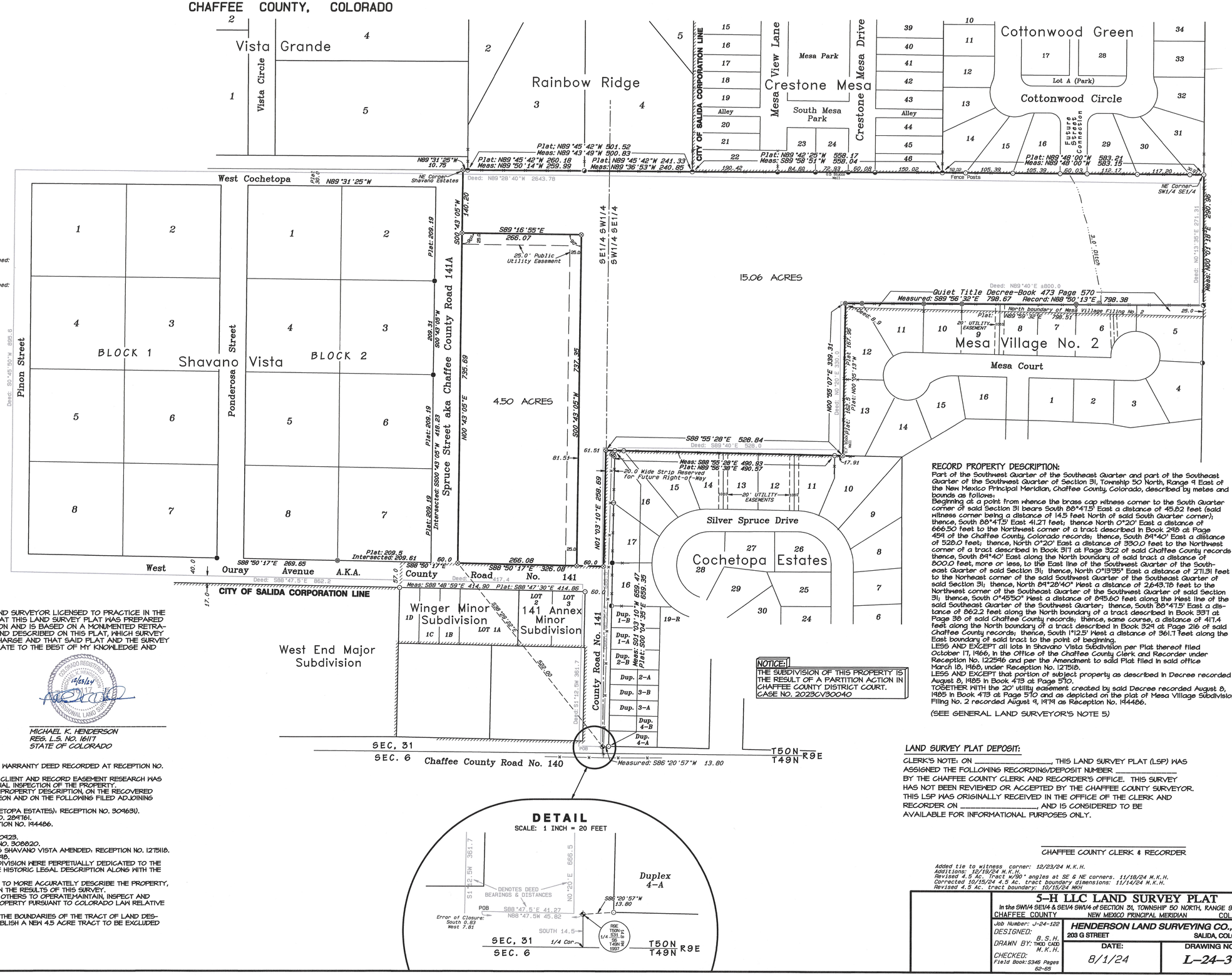
0 100 200 300

DIRECTIONS ARE BASED ON THE BEARING N89°48'00"E BETWEEN REBAR SURVEY MONUMENTS AT THE SOUTHEAST AND SOUTHWEST FORNERS OF COTTONWOOD GREEN, AS SHOWN AND DESCRIBED ON THIS PLAT.

ALL LINEAL DIMENSIONS ARE U.S. SURVEY FEET.

## LEGEND:

- Denotes a Recovered 5/8" Rebar with a 1 1/2" Aluminum Cap Stamped: "LS 16117".
- Denotes a Recovered 5/8" Rebar with a 1 1/2" Aluminum Cap Stamped: "LANDMARK LS 37937".
- Denotes a Recovered 5/8" Rebar with a 1 1/2" Aluminum Cap Stamped: "487".
- Denotes a Recovered 5/8" Rebar with a 1 3/4" Steel Disc Stamped: "6753".
- Denotes a Recovered 5/8" Rebar with a 1 1/2" Aluminum Cap Stamped: "BEAR LS 31544".
- Denotes a Recovered 1/2" Rebar with a 1" Plastic Cap Stamped: "WK CLARK LS 4542".
- Denotes a Recovered 1 1/2" Pipe.
- Denotes a Recovered 1/2" Rebar with a 1" Plastic Cap Stamped: "CC PLS 26296".
- Denotes a Recovered 5/8" Rebar with a 2 1/2" Aluminum Cap Stamped: "LS 16117", & as Shown Hereon this Plat.
- Denotes a Recovered 1/2" Rebar with a 1" Plastic Cap, Cap Illegible.
- Denotes a Recovered 5/8" or 1/2" Rebar without a Cap.
- Denotes a 5/8" x 24" Steel Reinforcing Rebar Driven into the Ground with a 1 1/2" Aluminum Cap Stamped: "LS 16117", to be set for this Survey.
- Denotes a "Caution Underground Gas Line Buried Nearby" Warning Sign.
- Denotes Approximate Location of a Water Line.
- Denotes a Fence.
- Denotes a Water Shut-off Valve.
- Denotes City of Salida Corporation Line.




## DETAIL

SCALE: 1 INCH = 20 FEET




## RECORD PROPERTY DESCRIPTION:

Part of the Southwest Quarter of the Southeast Quarter and part of the Southeast Quarter of the Southwest Quarter of Section 31, Township 50 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado, described by metes and bounds as follows:

Beginning at a point from whence the brass cap witness corner to the South Quarter corner of said Section 31 bears South 88°47.5' East a distance of 45.82 feet (said witness corner being a distance of 14.5 feet North of said South Quarter corner); thence, South 88°47.5' East 41.27 feet; thence North 0°20' East a distance of 666.50 feet to the Northwest corner of a tract described in Book 248 at Page 454 of the Chaffee County, Colorado records; thence, South 84°40' East a distance of 528.0 feet; thence, North 0°20' East a distance of 330.0 feet to the Northwest corner of a tract described in Book 317 at Page 322 of said Chaffee County records thence, South 84°40' East along the North boundary of said tract a distance of 800.0 feet, more or less, to the East line of the Southwest Quarter of the Southeast Quarter of said Section 31; thence, North 0°19'35" East a distance of 271.31 feet to the Northeast corner of the said Southwest Quarter of the Southeast Quarter of said Section 31; thence, North 84°28'40" West a distance of 2,643.78 feet to the Northwest corner of the Southeast Quarter of the Southwest Quarter of said Section 31; thence, South 0°45'50" West a distance of 895.60 feet along the West line of the said Southeast Quarter of the Southwest Quarter; thence, South 88°47.5' East a distance of 862.2 feet along the North boundary of a tract described in Book 337 at Page 38 of said Chaffee County records; thence, same course, a distance of 417.4 feet along the North boundary of a tract described in Book 324 at Page 216 of said Chaffee County records; thence, South 1°12.5' West a distance of 361.7 feet along the East boundary of said tract to the point of beginning.

LESS AND EXCEPT all lots in Shavano Vista Subdivision per Plat thereof filed October 17, 1966, in the Office of the Chaffee County Clerk and Recorder under Reception No. 122546 and per the Amendment to said Plat filed in said office March 18, 1968, under Reception No. 127518.

LESS AND EXCEPT that portion of subject property as described in Decree recorded August 8, 1985 in Book 473 at Page 570.

TOGETHER WITH the 20' utility easement created by said Decree recorded August 8, 1985 in Book 473 at Page 570 and as depicted on the plat of Mesa Village Subdivision Filing No. 2 recorded August 9, 1979 as Reception No. 144486.

(SEE GENERAL LAND SURVEYOR'S NOTE 5)

## SURVEYOR'S STATEMENT:

I, MICHAEL K. HENDERSON, A REGISTERED LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS LAND SURVEY PLAT WAS PREPARED BY ME AND/OR UNDER MY DIRECT SUPERVISION AND IS BASED ON A MONUMENTED RETRACEMENT SURVEY OF THE PROPERTY SHOWN AND DESCRIBED ON THIS PLAT, WHICH SURVEY WAS PERFORMED UNDER MY RESPONSIBLE CHARGE AND THAT SAID PLAT AND THE SURVEY ON WHICH IT IS BASED ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

COLORADO REGISTERED MICHAEL K. HENDERSON 16117 PROFESSIONAL LAND SURVEYOR
12/23/24

MICHAEL K. HENDERSON
REG. L.S. NO. 16117
STATE OF COLORADO

## GENERAL LAND SURVEYOR'S NOTES:

1) PROPERTY DESCRIPTION IS BASED ON SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 466876 OF THE CHAFFEE COUNTY RECORDS.
2) NO TITLE COMMITMENT WAS PROVIDED BY THE CLIENT AND RECORD EASEMENT RESEARCH WAS NOT REQUESTED OR PERFORMED, EXCEPT BY VISUAL INSPECTION OF THE PROPERTY.
3) DEED LINES ARE BASED ON AFOREMENTIONED PROPERTY DESCRIPTION, ON THE RECOVERED SURVEY MONUMENTS SHOWN AND DESCRIBED HEREON AND ON THE FOLLOWING FILED ADJOINING SUBDIVISION PLATS:
BOUNDARY LINE ADJUSTMENT AND REPLAT (COCHETOPA ESTATES), RECEPTION NO. 304631).
COCHETOPA ESTATES SUBDIVISION: RECEPTION NO. 284761.
MESA VILLAGE SUBDIVISION FILING NO. 2: RECEPTION NO. 144486.
COTTONWOOD GREEN: RECEPTION NO. 348344.
CRESTONE MESA SUBDIVISION: RECEPTION NO. 420423.
AMENDED PLAT OF RAINBOW RIDGE: RECEPTION NO. 308820.
SHAVANO VISTA SUBDIVISION: RECEPTION NO. 122546 SHAVANO VISTA AMENDED: RECEPTION NO. 127518.
WINGER MINOR SUBDIVISION: RECEPTION NO. 444348.
4) ROADS AND STREETS IN SHAVANO VISTA SUBDIVISION WERE PERPETUALLY DEDICATED TO THE PUBLIC USE AND SHOULD BE EXCEPTED FROM THE HISTORIC LEGAL DESCRIPTION ALONG WITH THE LOTS IN SAID SUBDIVISION.
5) NEW LEGAL DESCRIPTIONS WILL BE PREPARED TO MORE ACCURATELY DESCRIBE THE PROPERTY, AS WELL AS THE NEW 4.5 ACRE TRACT, BASED ON THE RESULTS OF THIS SURVEY.
6) THE PROPERTY IS SUBJECT TO THE RIGHTS OF OTHERS TO OPERATE,MAINTAIN, INSPECT AND REPAIR THE IRRIGATION DITCH CROSSING THE PROPERTY PURSUANT TO COLORADO LAW RELATIVE RELATIVE TO DITCH RIGHTS.
7) THE PURPOSE OF THIS PLAT IS TO ESTABLISH THE BOUNDARIES OF THE TRACT OF LAND DESCRIBED AT RECEPTION NO. 466876 AND TO ESTABLISH A NEW 4.5 ACRE TRACT TO BE EXCLUDED FROM SAID TRACT.

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.

**NOTICE:**
THE SUBDIVISION OF THIS PROPERTY IS THE RESULT OF A PARTITION ACTION IN CHAFFEE COUNTY DISTRICT COURT. CASE NO. 2023CV30040

## LAND SURVEY PLAT DEPOSIT:

CLERK'S NOTE: ON _____, THIS LAND SURVEY PLAT (LSP) WAS ASSIGNED THE FOLLOWING RECORDING/DEPOSIT NUMBER _____ BY THE CHAFFEE COUNTY CLERK AND RECORDER'S OFFICE. THIS SURVEY HAS NOT BEEN REVIEWED OR ACCEPTED BY THE CHAFFEE COUNTY SURVEYOR. THIS LSP WAS ORIGINALLY RECEIVED IN THE OFFICE OF THE CLERK AND RECORDER ON _____, AND IS CONSIDERED TO BE AVAILABLE FOR INFORMATIONAL PURPOSES ONLY.

_____
CHAFFEE COUNTY CLERK & RECORDER

Added tie to witness corner: 12/23/24 M.K.H.
Additions: 12/19/24 M.K.H.
Revised 4.5 Ac. Tract w/90° angles at SE & NE corners. 11/18/24 M.K.H.
Corrected 10/15/24 4.5 Ac. tract boundary dimensions: 11/14/24 M.K.H.
Revised 4.5 Ac. tract boundary: 10/15/24 MKH

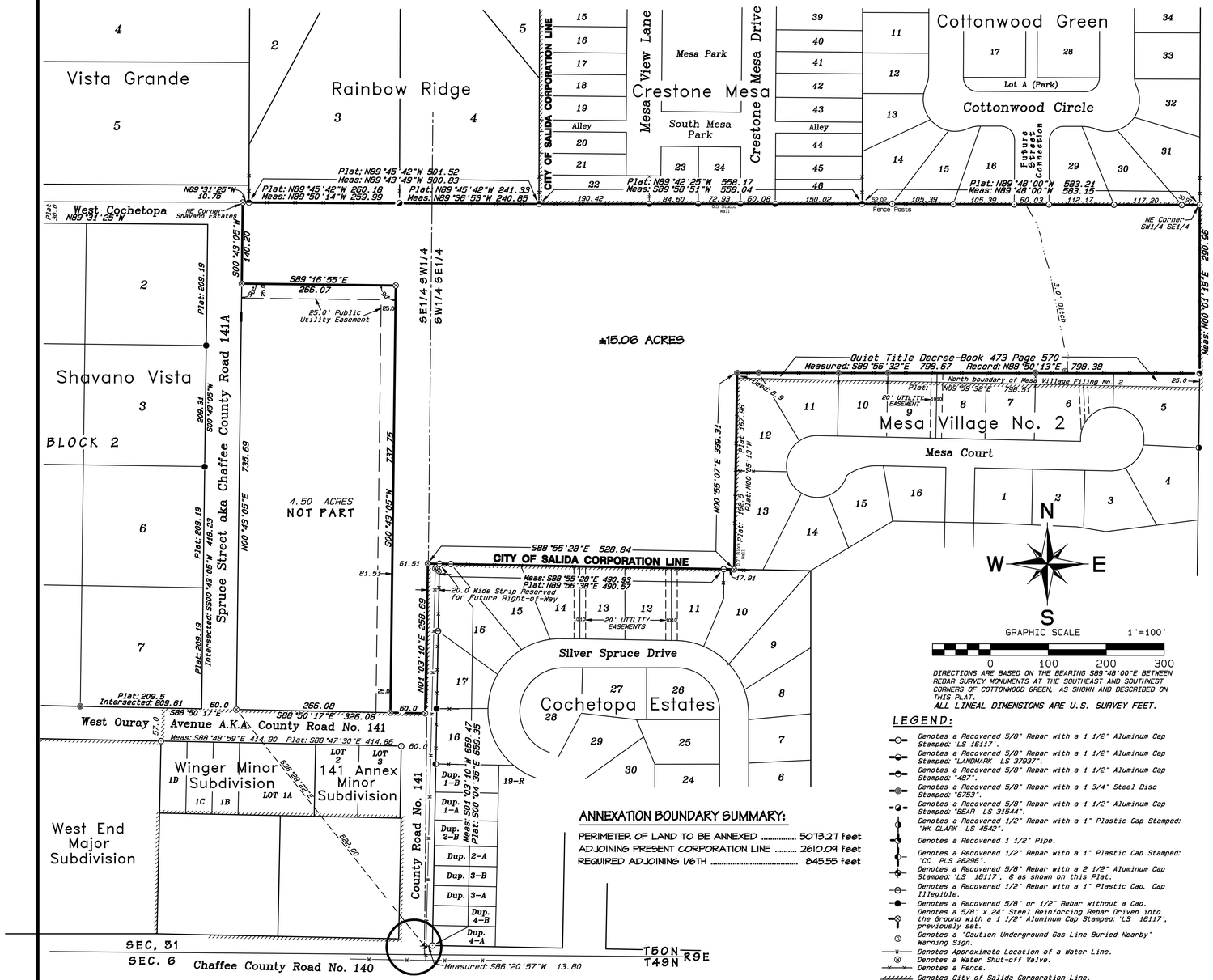
| | |
|---|---|
| 5–H LLC LAND SURVEY PLAT<br>In the SW1/4 SE1/4 & SE1/4 SW1/4 of SECTION 31, TOWNSHIP 50 NORTH, RANGE 9 EAST, NEW MEXICO PRINCIPAL MERIDIAN<br>CHAFFEE COUNTY COLORADO | |
| Job Number: J-24-122<br>DESIGNED: B.S.H.<br>DRAWN BY: TMOD CADD M.K.H.<br>CHECKED:<br>Field Book: S346 Pages 62–65 | HENDERSON LAND SURVEYING CO., INC.<br>203 G STREET SALIDA, COLORADO<br>DATE: 8/1/24<br>DRAWING NO. L–24–38 |

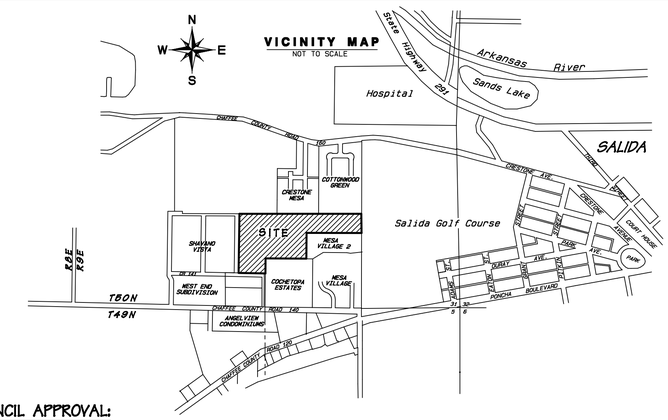
# 5-H LLC ANNEXATION PLAT

FOR A TRACT LOCATED IN THE

SW1/4 SE1/4 & SE1/4 SW1/4 of SECTION 31, TOWNSHIP 50 NORTH, RANGE 9 EAST, NEW MEXICO PRINCIPAL MERIDIAN

## CHAFFEE COUNTY, COLORADO




SALIDA GOLF COURSE

## CITY COUNCIL APPROVAL:

WHEREAS THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, HAS BEEN PRESENTED WITH AN APPLICATION TO ANNEX THE TERRITORY DESCRIBED HEREIN BY 5-H LLC, A COLORADO LIMITED LIABILTY COMPANY, BEING THE OWNERS OF 100% OF THE AREA TO BE ANNEXED;

AND

WHEREAS, THE CITY COUNCIL BY RESOLUTION ADOPTED _____, 202__, DETERMINED THAT THE ANNEXATION APPLICATION SUBSTANTIALLY COMPLIED WITH THE REQUIREMENTS OF SECTION 31-12-107(1), C.R.S; AND

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

AND

WHEREAS, ON _____, 202__, THE CITY COUNCIL ADOPTED ORDINANCE NUMBER _____ (SERIES OF 202__), APPROVING AND ANNEXING 5-H LLC ANNEXATION TO THE CITY OF SALIDA.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO DOES HEREBY APPROVE AND ACCEPT THE 5H LLC ANNEXATION DESCRIBED HEREIN; TO WIT, THE TERRITORY COMPRISING 15.06 ACRES, MORE OR LESS, AND BEING DESCRIBED AS FOLLOWS:

A tract of land located in the Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4) and the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) of Section 31, Township 50 North Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado, being more particularly described as follows:
Commencing at the Southeast corner (5/8-inch rebar with 1 1/2-inch aluminum cap stamped "LS 16117") of Shavano Vista Subdivision (Reception No. 122546), from whence the witness corner (5/8-inch rebar with 2 1/2-inch aluminum cap stamped "1/4 T5ON R9E S31 over S6 T49N, 1997, 14.8 RM LS 16117) to the South 1/4 corner of said Section 31 bears South 38°24'22" East 522.00 feet (South 1/4 corner is South 14.8 feet from witness corner); thence South 88°50'17" East along the North boundary of Chaffee County Road No. 141, a distance of 266.08 feet to the point of beginning of the tract herein described, said point being marked by a 5/8-inch rebar with a 1 1/2-inch aluminum cap stamped "LS 16117"; thence proceeding around the tract, continuing South 88°50'17" East along said north county road boundary, 60.0 feet to a point on the West boundary of Cochetopa Estates, a subdivision located within the City of Salida; said point being marked by a 5/8-inch rebar with a 1 1/2-inch aluminum cap stamped "LS 16117"; thence North 01°29'10" East 258.69 feet to another 5/8-inch rebar with a 1 1/2-inch aluminum cap stamped "LS 16617" at the Northwest corner of said subdivision; thence South 88°55'28" East along the North boundary of Cochetopa Estates 528.84 feet to a 5/8-inch rebar with a 1 1/2-inch aluminum cap at the Southwest corner of Mesa Village No. 2, a subdivision located within the City of Salida; thence North 00°55'07" East along the West boundary of said Mesa Village No. 2 and a projection northerly, a distance of 949.31 feet to a 5/8-inch rebar with a 1 3/4-inch steel disc stamped "6753" at the Northwest corner of that certain tract of land described in Quiet Title Decree recorded in Book 473 at Page 570 of the Chaffee County records; thence South 84°56'32" East along the monumented north boundary of said tract described in quiet title decree a distance of 798.67 fet to a 1 1/2-inch pipe, being a point on the monumented East boundary of the said SW1/4 SE1/4 of Section 30; thence North 00°01'18" East along said monumented east boundary, a distance of 240.46 feet to a 5/8-inch rebar with a 1 1/2-inch aluminum cap stamped "LS 16117" at the Southeast corner of Cottonwood Green, a subdivision located within the City of Salida; thence along the monumented north boundary of the SW1/4 SE1/4 and SE1/4 SW1/4 the following: First North 84°48'00" West 583.15 feet to a 5/8-inch rebar with a 1 1/2-inch aluminum cap stamped "48T" at the Southwest corner of said Cottonwood Green, being common with the Southeast corner of Crestone Mesa, a subdivision located in the City of Salida; thence North 84°56'51" West 558.04 feet to another 5/8-inch rebar with a 1 1/2-inch aluminum cap stamped "48T" at the Southwest corner of said Crestone Mesa, said corner being common with the Southeast corner of Rainbow Ridge, a subdivision located within Chaffee County; thence North 84°43'41" West 500.83 feet to another 5/8-inch rebar with a 1 1/2-inch aluminum cap stamped "48T" at the Southwest corner of said Rainbow Ridge, being common with the Southeast corner of Vista Grande, a subdivision located within Chaffee County; AND thence North 84°31'25" West 10.75 feet to a 5/8-inch rebar with a 1 1/2-inch aluminum cap stamped "LS 16117" at the Northeast corner of Shavano Vista Subdivision; thence leaving said monumented north boundary of the SE1/4 SW1/4, South 00°43'05" West along the East boundary of Spruce Street in said Shavano Estates, a distance of 140.20 feet to a 5/8-inch rebar with a 1 1/2-inch aluminum cap stamped "LS 16117"; thence South 84°16'55" East 266.07 feet to another 5/8-inch rebar with a 1 1/2-inch aluminum cap stamped "LS 16117"; thence South 00°43'05" West 737.35 feet to the point of beginning.
Containing ±15.06 Acres.

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

APPROVED THIS _____ DAY OF _____, 202__.

BY: _____
MAYOR OF THE CITY OF SALIDA

## OWNERS:

5-H LLC, A COLORADO LIMITED LIABILITY COMPANY
130 WEST 2ND STREET, SUITE 1
Salida, CO. 81201

## OWNERS CERTIFICATE:

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

5-H LLC, A COLORADO LIMITED LIABILITY COMPANY

_____
L. Britt Hughes, Manager

STATE OF COLORADO }
} SS
COUNTY OF CHAFFEE }

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

WITNESS MY HAND AND OFFICAIL SEAL

MY COMMISSION EXPIRES _____

NOTARY PUBLIC: _____

ADDRESS:

## CITY OF SALIDA CLERK'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS EXECUTED ANNEXATION MAP, ALONG WITH THE ORIGINAL ANNEXATION ORIDINANCE FOR THE 5-H LLC ANNEXATION WAS ACCEPTED FOR FILING IN MY OFFICE ON THE _____ DAY OF _____, 202__.

_____
CITY CLERK

## CHAFFEE COUNTY CLERK & RECORDER'S CERTIFICATE:

I HEREBY CERTIFY THAT A CERTIFIED COPY OF THIS ANNEXATION MAP AND A CERTIFIED COPY OF THE ANNEXATION ORDINANCE FOR THE 5-H LLC ANNEXATION TO THE CITY OF SALIDA, CHAFFEE COUNTY, COLORADO, WERE ACCEPTED AND FILED IN MY OFFICE ON THIS _____ DAY OF _____, 20__, UNDER RECEPTION NUMBER(S) _____.

_____
CHAFFEE COUNTY CLERK AND RECORDER

GRAPHIC SCALE 1"=100'

0 100 200 300

DIRECTIONS ARE BASED ON THE BEARING S89°48'00"E BETWEEN REBAR SURVEY MONUMENTS AT THE SOUTHEAST AND SOUTHWEST CORNERS OF COTTONWOOD GREEN, AS SHOWN AND DESCRIBED ON THIS PLAT.
ALL LINEAL DIMENSIONS ARE U.S. SURVEY FEET.

## LEGEND:

- Denotes a Recovered 5/8" Rebar with a 1 1/2" Aluminum Cap Stamped: "LS 16117".
- Denotes a Recovered 5/8" Rebar with a 1 1/2" Aluminum Cap Stamped: "LANDMARK LS 37937".
- Denotes a Recovered 5/8" Rebar with a 1 1/2" Aluminum Cap Stamped: "487".
- Denotes a Recovered 5/8" Rebar with a 1 3/4" Steel Disc Stamped: "6753".
- Denotes a Recovered 5/8" Rebar with a 1 1/2" Aluminum Cap Stamped: "BEAR LS 31544".
- Denotes a Recovered 1/2" Rebar with a 1" Plastic Cap Stamped: "WK CLARK LS 4542".
- Denotes a Recovered 1 1/2" Pipe.
- Denotes a Recovered 1/2" Rebar with a 1" Plastic Cap Stamped: "CC PLS 26296".
- Denotes a Recovered 5/8" Rebar with a 2 1/2" Aluminum Cap Stamped: "LS 16117", & as shown on this Plat.
- Denotes a Recovered 1/2" Rebar with a 1" Plastic Cap, Cap Illegible.
- Denotes a Recovered 5/8" or 1/2" Rebar without a Cap.
- Denotes a 5/8" x 24" Steel Reinforcing Rebar Driven into the Ground with a 1 1/2" Aluminum Cap Stamped: "LS 16117", previously set.
- Denotes a "Caution Underground Gas Line Buried Nearby" Warning Sign.
- Denotes Approximate Location of a Water Line.
- Denotes a Water Shut-off Valve.
- Denotes a Fence.
- Denotes City of Salida Corporation Line.

## ANNEXATION BOUNDARY SUMMARY:

PERIMETER OF LAND TO BE ANNEXED ..... 5073.27 feet
ADJOINING PRESENT CORPORATION LINE ..... 2610.04 feet
REQUIRED ADJOINING 1/6TH ..... 845.55 feet

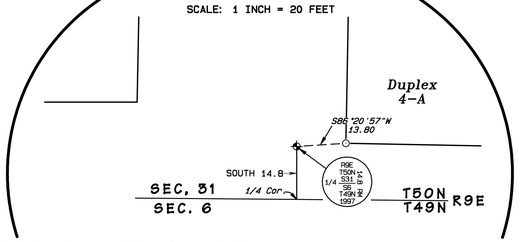
## LAND SURVEYOR'S CERTIFICATE:

I, MICHAEL K. HENDERSON, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS PERFORMED UNDER MY DIRECT SUPERVISION AND THE MONUMENTS SHOWN HEREON WERE RECOVERED AS INDICATED, AND THIS PLAT ACCURATELY REPRESENTS THE RESULTS OF SAID SURVEY TO THE BEST OF MY KNOWLEDGE. I FURTHER CERTIFY THAT AT LEAST ONE-SIXTH OF THE PERIMETER BOUNDARIES OF THE TRACT TO BE ANNEXED ARE ADJACENT TO THE PRESENT CITY OF SALIDA CORPORATION LINE.
DATED THIS _____ DAY OF _____ , 202__.

_____
MICHAEL K. HENDERSON
REG. L. S. NO. 16117
STATE OF COLORADO

## DETAIL

SCALE: 1 INCH = 20 FEET




## GENERAL LAND SURVEYOR'S NOTES:

1) ANNEXATION DESCRIPTION WAS PREPARED BY MICHAEL K. HENDERSON AND IS BASED ON EXHIBIT C OF CHAFFEE COUNTY DISTRICT COURT ORDER, JUDGMENT AND DECREE FOR PATITITION OF PROPERTY RECORDED AT RECPETION NO. 448481.
2) DEED LINES ARE BASED ON AFOREMENTIONED PROPERTY DESCRIPTION AND ON THE LOCATIONS OF THE RECOVERED REBAR SURVEY MONUMENTS SHOWN AND DESCRIBED HEREON AND ON THE RESULTS OF THIS SURVEY AS SHOWN ON THE 5-H LLC LAND SURVEY PLAT DEPOSITED WITH THE CHAFFEE COUNTY LAND SURVEY PLATS AS SUR _____.

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.

| | |
|---|---|
| 5-H LLC ANNEXATION PLAT<br>In the SW1/4 SE1/4 & SE1/4 SW1/4 of SECTION 31, TOWNSHIP 50 NORTH, RANGE 9 EAST,<br>CHAFFEE COUNTY NEW MEXICO PRINCIPAL MERIDIAN COLORADO | |
| Job Number: J-25-071<br>DESIGNED: B.S.H.<br>DRAWN BY: TWO DADS M.K.H.<br>CHECKED:<br>Field Book: S345 Pages 62-65 | HENDERSON LAND SURVEYING CO., INC.<br>203 G STREET SALIDA, COLORADO |
| DATE: 5/29/25 | DRAWING NO. L-25-19 |

# Planning Commission Regular Meeting

448 E. 1st Street, Room 190 Salida, Colorado 81201
June 28, 2025 at 6:00 PM

## *DRAFT* MINUTES

Email public comments to: planning@cityofsalida.com
Please register for the Planning Commission Meeting:
https://zoom.us/webinar/register/WN_xjx49yp6TRKd4wWX5LzyUw
After registering, you will receive a confirmation email containing information about joining the webinar. To watch live meetings:
http://www.youtube.com/@cityofsalidacolorado

**Call to Order by Chairman – 6:01 pm**

**Roll Call – Present: Bomer, Bush, Derwingson, Kriebel (online), Walsh (alt - assigned to vote by Chair), Riggs (alt); Staff: Poissant, Hodges, Sherwood, Almquist (online)**

**Absent: Layton, Colby, Follet**

**Amendment(s) to Agenda – none**

**1. Approval of the Minutes**

Motion by Derwingson, second by Bush to approve the Minutes of June 23, 2025.

**MOTION APPROVED 5-0**

**2. Unscheduled Citizens New Business - none**

**Public Hearings**

Public Hearings will follow the following procedure: A. Open Public Hearing B. Proof of Publication C. Staff Review of Application/Proposal D. Applicant's Presentation (if applicable) E. Public Input F. Close Public Hearing G. Commission Discussion H. Commission Decision or Recommendation

**3. Recommendation on Proposed 5-H LLC Annexation**

Staff report presented by: Senior Planner Carolyn Poissant

Applicant Presentation by: Bill Hussey

Public Comment:

1) Greg Reed – 408 Cottonwood Circle

2) Rick Pilgrim – 308 Cottonwood Circle

3) Mike Lloyd – 115 Cottonwood Circle

4) Cheryl Russell – 232 Mesa Court

5) Sue Sulley – 304 C Cottonwood Circle

6) Tom Hittle – 216 Mesa Court

7) Kim Anderson – 137 E. 1st Street

8) Ryan Dulaney – 106 Creston Mesa Drive

9) Michael Flais – 147 Mesa Vista Lane

10) Denise Wentz – 220 Mesa Court

11) Beverly Testa – 302 Cottonwood Circle A

**Motion by Bush, Second by Kriebel to recommend City Council approve the proposed 5-H LLC Annexation as it meets the Findings of Fact for annexation subject to staff recommended conditions, which include:**

**1) All proposed development shall meet the requirements of the Municipal Code.**

**2) The Annexation Agreement shall acknowledge and document the following items:**

**a. the City's intent to serve the property with appropriate public utilities;**

**b. a park dedication in compliance with city requirements as approved by City Council;**

**c. street connectivity shall be provided through any future proposed subdivision to accommodate appropriate emergency access and as per city standards;**

**d. pedestrian connectivity shall be provided to accommodate existing and potential future public sidewalks, shared-use paths and trail networks.**

**MOTION APPROVED 5-0**

**4. Recommendation on Proposed R-3 Zoning for the 5-H LLC Annexation**

Staff report presented by: Senior Planner Carolyn Poissant

Applicant Presentation by: Bill Hussey

Public Comment:

1) Bill Bormes – 143 Crestone Mesa Drive

2) Paul Jensen – 309 Cottonwood Circle

3) Rick Pilgrim – 308 Cottonwood Circle

4) Cherith Marchase – 406 Cottonwood Circle

5) Greg Reed – 408 Cottonwood Circle

6) Tim Donnelly – 409 Cottonwood Circle

7) Kim Anderson – 137 E. 1st Street

8) Ryan Dulaney – 106 Crestone Mesa Drive

9) Carolyn Kuchinsky – 403 Cottonwood Circle

10) Judy Gilbert – 162 Mesa Circle

11) Rob Webber – 208 Mesa Court

12) Denise Wentz – 220 Mesa Court

**Motion by Kriebel, second by Bomer to recommend City Council approve the proposed zoning of the 5-H LLC property as proposed to be annexed, to R-2 Medium-Density Residential Zone District, as the requests meet the applicable review standards.**

**MOTION FAILED 2-3**

**Motion by Derwingson, second by Walsh to recommend City Council approve the proposed zoning of the 5-H LLC property as proposed to be annexed, to R-3 High-Density Residential Zone District, as the requests meet the applicable review standards.**

**MOTION APPROVED 4-1**

*Note: During the zoning item discussion a condition was requested to be added to the Annexation Ordinance limiting the total number of primary residential units to 96 under the R-3 zoning, as agreed to by the applicant.*

**Updates – none**

**Unfinished Business – none**

**Commissioner Comments – none**

**Adjourn – 7:47 PM**

Motion to adjourn by Bush, second by Walsh

**MOTION APPROVED 5-0**

**Alternate Notice**

**An alternate can only vote on or make a motion on an agenda item if they are designated as a voting member at the beginning of an agenda item. If there is a vacant seat or a conflict of interest, the Chairman shall designate the alternate that will vote on the matter. If a Voting member shows up late to a meeting, they cannot vote on the agenda item if the alternate has been designated.

**From:** Beverly Testa
**To:** Beverly Testa; Rob Stewart ; Carolyn Poissant
**Subject:** 5H Development Opposition
**Date:** Wednesday, July 23, 2025 4:04:21 PM

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> You don't often get email from bev@beverlytesta.com. Learn why this is important

DA: July 23, 2025
TO: Ms. Poissant
FR: Rob Stewart and Bev Testa
302 Cottonwood Circle Unit A
RE: 5H Development

Good day,

We are writing as a resident of Cottonwood Green and Cortona Condos to formally express our opposition to the proposed 5H development project
adjacent to our home which is currently under review. We do support responsible growth in our city. But, we have serious concerns about the potential
negative impacts this development will have on our community outlined below:

1. Traffic and Safety

The area would have an extremely difficult time adding more vehicles to the quaint community of Cottonwood. We currently have minimal street parking and two
small round-abouts that simply cannot accept the impact of more vehicles and congestion. The adjacent communities were built with single-family homes and limited traffic in mind. Increased vehicles may also increase the risk of accidents at the intersection of Crestone. There is a walking/running/biking path at this intersection which would put bikers, pedestrians, and children at risk..

2. Environmental Concerns

The proposed site will cause irreversible harm to the local ecosystem and decrease the quality of life that so many Salida residents have enjoyed.

3. Community Character and Infrastructure Strain

The high density of the project does not align with the character of the neighborhood. The project introduces a strain on the infrastructure, overcrowds small streets, and alters the character and aesthetic of our neighboring communities. This project simply does not fit the scale or spirit of the existing communities. It will also increase volume, noise level, and overall ugliness. Increased demand on public services such as schools, water, sewer, emergency services, etc may lower the quality as well as drive up the costs for existing residents.

4. Property Values

We feel this high density project will reduce property values of all nearby homes. This is unfair and unjust. We hope you will only consider development that remains responsible and consistent with the property values of the area.

We respectfully urge the Council to consider these concerns that a large-scale project will harm. Please prioritize the well-being of current residents when making your decision.
We appreciate you sharing this with all parties involved. Thank you for your time and dedication to serving Salida.

Sincerely,
Bev Testa and Rob Stewart
302 Cottonwood Circle, Unit A
Salida, CO 81201
303-995-1183
Bev@BeverlyTesta.com
Robaeemj@yahoo.com

**From:** allison.groom@verizon.net
**To:** Carolyn Poissant
**Subject:** 5H Development Zoning
**Date:** Tuesday, July 22, 2025 11:46:51 AM

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> You don't often get email from allison.groom@verizon.net. Learn why this is important

Hi Ms. Poissant, I live in Cochetopa Estates and am planning to attend the July 28th meeting about annexing and zoning the property purchased by Walt Harder. I have seen his proposed plan for a 96-unit development and urge you to zone the property as R1 or R2 instead of R3 to match the zoning of the adjacent neighborhoods. I do not oppose some type of housing development behind my home, but I do oppose a high-density one.

My primary concern is the traffic that would result from 96 units (times 2-3 vehicles per unit), as well as the through traffic from 140 to Crestone. I understand that the architect did a preliminary traffic study, but I am requesting that the City to do an official one that takes into account existing and future traffic, including traffic from the Angelview and West End developments on 140.

Thank you for your consideration.

Allison Groom
13 Silver Spruce Drive

Sent from the all new AOL app for iOS

| | |
|---|---|
| **From:** | Rick Pilgrim |
| **To:** | City of Salida Planning; Carolyn Poissant |
| **Cc:** | Tim Donnelly; Erin Hunter; Denise Wentz; gregorireed@gmail.com |
| **Subject:** | Comments for the public record regarding the hearing by the Salida Planning Commission scheduled July 28, 2025 |
| **Date:** | Wednesday, July 23, 2025 9:55:33 PM |
| **Attachments:** | image.png |

Hello Carolyn or whom it may concern:

Please submit my comments for consideration by the Planning Commission and your Planning Department for the upcoming hearing on July 28.

Thank You,

Rick Pilgrim, PE

720-369-9446

**Comments for the public record regarding the hearing by the Salida Planning Commission scheduled July 28, 2025:**

**5-H LLC Annexation**

**5-H LLC Zoning**

My name is Rick Pilgrim with a home at 308 Cottonwood Circle, Salida. We purchased the property in 2010 and built our home in 2012. I am a Civil Engineer, registered in Colorado #22291. My 43-year career has been in transportation and traffic engineering which provides me with the basis to offer the following comments relating to Traffic Impacts resulting from the proposed 5-H LLC Development.

In working with my neighbors in all four of the major neighborhoods that surround 5-H, we understand the property will be developed and we support that fact. We do not support the high density afforded by the proposed R-3 zoning and the resulting traffic impacts that would result.

The City should require a detailed Traffic Impact Study from the developer.

General observations of the traffic impacts include the following:

The proposed 5-H LLC Development will create a new north/south road running from HWY 140/airport road to HWY 160/Crestone Avenue, which will funnel additional traffic into this new planned high density R3 neighborhood and through two R2 density smaller neighborhoods with parks, roundabouts and narrow streets.

a. The established neighborhoods of Cottonwood Green (CWG) and Crestone Mesa (CM) would be directly affected by the through traffic.

b. The established neighborhoods of Mesa Village (MV) and Cochetopa Estates (CE) will also be substantially affected by the though traffic along CR-141and along CR-140/Airport Road.

To have substantially increased traffic volumes through our neighborhoods as occurs on Collector streets constructed for heavy traffic and large vehicles, such as HWY 120, 140, 160 and Grant Street will jeopardize the safety and peace of our neighborhoods.

Cottonwood Green has multiple turns and roundabouts through a quiet R2 density neighborhood. Crestone Mesa's narrow road is lined with cars on both sides and runs by a city park and Guidestone Community Garden. CR-141 along Cochetopa Estates is lined with homes that front onto the unimproved street.

a. Kids and pets run around our streets.

b. Neighbors gather and are not challenged by rapidly moving traffic.

We believe that there are many ways the 5-H project could be designed to eliminate this new thru street with high traffic counts and preserve the safety and peace of these communities. We have offered some options at the meeting with the 5-H LLC development team at the meeting July 21.

Some observations about trip generation, travel patterns and a suggested alternative street layout to limit new traffic through our established neighborhoods is offered in the following points.

**Trip Generation**

- Standard Trip Generation rates from the Institute of Transportation Engineers were used to calculate the expected traffic generation of the four existing neighborhoods and the proposed 5-H development.
- Daily Trips from 5-H would be twice the total generated by Cottonwood Green (CG) or Cochetopa Estates (CE)
- Daily Trips from 5-H would be about 50% higher than Crestone Mesa (CM) and 33% higher than Mesa Village (MV)
- The morning peak hour is typically the higher hour because it is concentrated on starting the weekday.
- Trip generation calculations are presented in the following table.

**Travel Patterns**

There can be no connection as shown in the Concept Plan to Indigo Lane as that is a private roadway and access through the properties is not available.

The direct connection from 5-H to the north to CR 160/Crestone Avenue will result in more than half the trips to/from 5-H using that direction through both CWG and CM.

This distribution will double the amount of traffic through each neighborhood.

There is only one actual pathway out of 5-H to the south along CR 141 to Airport Road. The Spruce Street route leads to W. Ouray Street which then needs to use CR 141 to Airport Road so this will be a little used pathway in/out of 5-H.

**Construction Truck Routing**

The 5-H parcel is "landlocked" by the previous neighborhood developments with the most recent of which was CM that was approved more than 10 years ago.

Construction traffic that minimizes out of direction travel will likely use CR-141 from the south resulting in substantial impacts to residences that front onto CR-141.

Construction routing through CG and CM and along CE will create substantial impacts, disruption and safety issues.

As subdivision streets, Cottonwood Circle, Crestone Mesa Drive and CR-141 have serval characteristics that do not support continuous and prolonged construction traffic including:

- The streets are minimum depth asphalt pavement that will not support heavy construction traffic.
- The streets are lined with vehicles, parked by residents.
- Children play along all streets in the CG, CM and CE neighborhoods. The central park for the CG and CM neighborhoods is adjacent to the two roadways.

**Traffic Generation Comparison for "Mesa" Neighborhoods**
**6/26/2025 - v3**

| Neighborhood | Acres * | Dwelling Unit Type | Dwelling Unit (Count) | ITE Trips per Unit^ | Daily Trips | Peak Hour Trips (15%)> |
|---|---|---|---|---|---|---|
| **Cottonwood Green** | 12.5 | SF | 29 | 9.43 | 273 | 41 |
| | | MF - Townhome | 9 | 7.2 | 65 | 10 |
| | | **Total** | **38** | | 338 | 51 |
| **Crestone Mesa** | 10.2 | SF | 45 | 9.43 | 424 | 64 |
| | | MF - Duplex | 8 | 7.2 | 58 | 9 |
| | | **Total** | **53** | | 482 | 72 |
| **Crestone Avenue - East** | 4.6 | **SF** | **10** | 9.43 | 94 | 14 |
| **Mesa Village** | 16.7 | SF | 38 | 9.43 | 358 | 54 |
| | | SF | 15 | 9.43 | 141 | 21 |
| | | MF - Duplex | 6 | 7.2 | 43 | 6 |
| | | **Total** | **59** | | 543 | 81 |
| **Cochetopa Estates** | 10.1 | SF | 27 | 9.43 | 255 | 38 |
| | | MF - Duplex | 14 | 7.2 | 101 | 15 |
| | | **Total** | **41** | | 355 | 53 |
| **Proposed** | | | | | | |
| **Mesa Ridge (Crestone Ave West)** | 2.3 - see Note 1 | **SF/MF - duplex, etc.** | **17** | 7.4 | 126 | 19 |
| **5-H LLC Development** | 15.06 - see Note 2 | SF | 7 | 9.43 | 66 | 10 |
| | | SF - Compact | 13 | 9.43 | 123 | 18 |
| | | MF - Duplex | 22 | 7.2 | 158 | 24 |
| | | MF - Compact Duplex | 6 | 7.2 | 43 | 6 |
| | | MF - Townhouse | 16 | 7.2 | 115 | 17 |
| | | MF - Walk Up Apartment | 32 | 6.74 | 216 | 32 |
| | | **Total** | **96** | | 721 | 108 |

* Acres and DU count from ***Google Earth June 2025***
***^ Institute of Transportation Engineers Trip Generation Manual; 2025***
> 15% assumed for "peak hour", either weekday morning or evening

**Proposed Alternate Street Layout Concepts**

**Objective**: Limit the amount of traffic through CWG and CM generated by the proposed 5-H development.

Two Alternate Street Layout Concepts are proposed.

**Concept A:** Employ a layout and design similar to the existing layout in Mesa Village along Mesa Court

- There are 16 lots along Mesa Court
- The width of the lots along Mesa Court is 260 feet.
- The width available for the parcel between CWG/CM and Mesa Village is 290+ feet so that similar lot layouts could be achieved.
- Connect two separate 5-H cul-de-sac layouts to CR 160/Crestone Avenue through CWG and CM as shown in the Concept A sketch.
- Connect the remaining southwest portion of the 5-H site to CR-141 and Spruce Street/Ouray Avenue.

**Concept B:** Employ a layout to link the Cottonwood Circle and the Crestone Mesa Drive roadways through a 5-H roadway to complete the semi-circle.

- The distance between the CWG and CM roadway stubs is 500+ feet.
- The 500+ feet length allows for:

  R-1 Zoning: 10 or more lots on each side using 50 feet "Min. Lot Frontage" to allow more than 20 SF lots total.

  R-2 Zoning: 13 lots at 37'-6" Minimum Lot Frontage to allow more than 26 SF lots total.

- Connect the CWG and CM roadway stubs together through the 5-H LLC development, rather than the 5-H site plan that states***:***
  - ***"Cottonwood Drive extends into the proposed neighborhood becoming the primary spine road through the site."***
- Connect the remaining southwest portion of the 5-H LLC site to CR-141 and Spruce Street/Ouray Avenue.

**Salida City Code** – *Design Criteria Manual for Water, Sewer, Stormwater and Streets;*

- ***Section 6.2 Cul-de-Sacs and Dead ends – Cul-de-sacs shall not exceed three hundred feet (300') in length, unless it can be shown, to the satisfaction of the City, that a longer cul-de-sac would not create safety problems.***
- Existing examples include:

  The distance from the Mesa Court to CR 140/Airport Road is 920 feet.

  The distance from CR 160/Crestone Avenue to south edge of CWG is 980 feet.

- The distance added to CWG to proposed 5-H LLC is 980+145=1,125 feet.

- The CM distance is similar.
- Both Concept A and Concept B would meet this requirement.

| | |
|---|---|
| **From:** | Bill Almquist |
| **To:** | Christy Doon; suzanne.fontana@salidaelected.com; dan.shore@salidaelected.com; Nina Williams |
| **Cc:** | Carolyn Poissant |
| **Subject:** | Re: Proposed 5H LLC Development presented to Council June 2, 2025 |
| **Date:** | Thursday, June 12, 2025 11:25:23 AM |
| **Attachments:** | Outlook-cyikxca0.png |

I would only add that we don't even have an application for the development at this point. The work session was simply to review a potential concept. In fact, we don't yet even have a complete application for annexation and zoning. Once we have a development application, have noticed the hearings, and materials for the actual proposal are available, we'll be happy to accept her comments to include in the packet/record.

**Bill Almquist**
*Community Development Director,*
*Community Development Department*

**bill.almquist@cityofsalida.com**
**P:** 719-530-2634
448 E First Street, Suite 112, Salida, CO 81201
**cityofsalida.com**

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**From:** Christy Doon <christy.doon@cityofsalida.com>
**Sent:** Thursday, June 12, 2025 10:18 AM
**To:** suzanne.fontana@salidaelected.com <suzanne.fontana@salidaelected.com>; dan.shore@salidaelected.com <dan.shore@salidaelected.com>; Nina Williams <nina@wwfdlaw.com>; Bill Almquist <bill.almquist@cityofsalida.com>
**Subject:** Re: Proposed 5H LLC Development presented to Council June 2, 2025

HI Suzanne,
I apologize for the delay, as I told you on Tuesday that I would get some language to you. This is what I recommend.

Ms. Huhn,
Thank you for reaching out. As this is a quasi-judicial matter, one in which the City Council will be providing a determination of land use for an individual property owner, I cannot engage in ex parte communication. There will be opportunities for comment during public hearings held by both the Planning Commission and City Council. Information received by the City should be shared with these bodies, as a whole, to ensure everyone is receiving the same information.

Nina, is this sufficient?

Thank you.

**Christy Doon**
*City Administrator*

**christy.doon@cityofsalida.com**
**P:** 719-530-2624
448 E First Street, Suite 112, Salida, CO 81201
**cityofsalida.com**

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**From:** Suzanne Fontana <suzanne.fontana@salidaelected.com>
**Sent:** Thursday, June 12, 2025 7:15 AM
**To:** dan.shore@salidaelected.com <dan.shore@salidaelected.com>
**Cc:** Christy Doon <christy.doon@cityofsalida.com>
**Subject:** Re: Proposed 5H LLC Development presented to Council June 2, 2025

Dan, would you please send me your response to Suzanne Huhn. I would like to see your wording on the quasi judicial language. And the process explained to her.

Thank you, Suzanne

On Tue, Jun 10, 2025 at 9:21 AM Dan Shore <dan.shore@salidaelected.com> wrote:

> My thought is that this will be a quasi judicial process which means no ex parte communication. I would explain that out of fairness to all parties involved there will be a public hearing later in the process for people to all be heard and receive the information at the same time. Christy, what are your thoughts?
>
> On Tue, Jun 10, 2025 at 8:09 AM Suzanne Fontana <suzanne.fontana@salidaelected.com> wrote:
>
>> Good morning,
>>
>> Would you like me to respond to this lady in my Ward>?
>>
>> Thanks, Suzanne
>> ---------- Forwarded message ---------
>> From: **Salida, CO** <noreply@civicplus.com>
>> Date: Sun, Jun 8, 2025 at 5:12 PM
>> Subject: Proposed 5H LLC Development presented to Council June 2, 2025
>> To: <suzanne.fontana@salidaelected.com>

Name: Suzanne Huhn
Email: shuhn3@comcast.net

Message: Dear Ms. Fontana:

I am a resident of Cortona Courts condominiums located in the Cottonwood Green community of Salida. I've had the opportunity to review the June 2 presentation to the Council of the development concept proposed by 5H LLC on the unincorporated site located directly south of and adjacent to Cottonwood Green and Crestone Mesa along with its adjacency to the golf course and other single family neighboring properties. It's my understanding that this proposed development (and annexation) would be part of Ward 1. I'd appreciate your review of my comments included in this email. I am a real estate professional with decades of large-scale development experience, including residential subdivisions. It's worth noting that I, along with my many neighbors in Cottonwood Green, Crestone Mesa, the golf course operations and other adjacent communities all included in Ward 1, are stakeholders in this future development, as noted below.

• The project site has an irregular configuration with the greatest development challenges in the constrained land area adjacent to the golf course, to Cottonwood Green (Cortona Courts) and to Mesa Village upscale homes. Likewise, the use of Cottonwood Circle as the primary "spine road" presents additional infrastructure constraints given the tight access to Cottonwood Circle, which consists of an upscale community of low-density single-family homes and nine high-end condominiums that function like townhomes. The existing infrastructure in Cottonwood Green would not accommodate additional multiples of regular traffic passing through that tight circle.

• "Irregular sites" like this have other geographical challenges in addition to infrastructure issues. Rather than developing apartments in the most constrained area adjacent to upscale neighbors and the golf course, It's more practical and cost-effective to concentrate the highest density (all the 32 apartments together in one to two phases in one primary location) where constraints are less impactful to adjacent properties. The wider portion of the site accessed from Ouray Rd or some other artery would be a better location to develop the greatest density, where additional traffic can be better addressed and served. Focusing density on the wider section of the site would provide much more efficient land use, traffic circulation and separation of the various "communities" within the

development, allowing buffers and green space separating each segment. This can create a more vibrant and engaging neighborhood to buyers and renters alike.

• From a practical standpoint, some of the proposed surface parking illustrated in the development scheme serving the apartments is adjacent to the golf course and to Cortona Courts, with the potential disturbance of parked "headlights" pointing directly into existing upscale condominium units where parking is contained in individual garages. The golf course operation and the City, also being stakeholders, should take careful note of the damage that currently occurs with errant golf balls that frequently strike the existing single family homes adjacent to the course and most of the units in Cortona Courts. The notion of building a parking lot and a dense cluster of apartments next to a golf course and to existing high end residential homes on a "high value" segment of the site is counter-intuitive. The conflict and potential liability from damage or injury or trespass from dense development to the golf course and neighboring low-density residential will present issues that should be taken seriously.

• These comments are not intended to exclude other proposed parts of the development, other than to say that the concept currently presents as a hodge-podge of potential types of homes in a jumble of home types, rather than a cohesive clustered development of "like-kind communities." For this irregular site, infrastructure development must be carefully planned and could represent between 30 to 40 percent of the total 15-acre land area, reducing it to nine to 10 acres for home development and green space. In any case, a 96-home development represents far more density than exists in the entire area around the site, demonstrating large-scale incompatibility with the surrounding environment.

In essence, strategic density placement on irregular sites should aim to balance development potential with the unique characteristics of the land, while promoting accessibility, community well-being, and environmental sustainability.

Best Regards,

Suzanne

Suzanne W. Huhn

304 Cottonwood Circle, Unit B

(510) 693-0230

--
Suzanne Fontana
City Council Ward 1
City of Salida
448 East First Street, Suite 112
Salida, CO 81201
719-966-2079
suzanne.fontana@salidaelected.com

| | |
|---|---|
| **From:** | Carolyn Poissant |
| **To:** | Carolyn Poissant |
| **Subject:** | FW: 5-H LLC Annexation |
| **Date:** | Wednesday, July 23, 2025 4:29:27 PM |

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**From:** Nick Lombardi <nick@rvbco.com>
**Sent:** Wednesday, July 16, 2025 1:21 PM
**To:** Carolyn Poissant <Carolyn.Poissant@cityofsalida.com>; Bill Almquist <bill.almquist@cityofsalida.com>
**Subject:** 5-H LLC Annexation

> You don't often get email from nick@rvbco.com. Learn why this is important

Hey guys- I just purchased a home in the Cottonwood Green subdivision and received information about a high density neighborhood possibly going in directly to the south of my neighborhood with main access to this new development literally through my neighborhood. I am excited for a new development to our south (and west of the golf course), but not R-3! Please . My kids are little and high density will be hundreds of vehicles up/down our tiny side street every single day.

How do I voice my concern for a high density neighborhood (R-3) going in an area where you have to drive through existing SFR/R-1/R-2 neighborhoods to access this newly proposed high density project? Seems backward to me (shouldn't R-3 be located on busier arteries, R-1 and R-2 reserved for interior side streets) as this new 5-H development is located between all R-1 and R-2 neighborhoods?

I'd like those questions and your answers put on record for this annexation. Can we do that, please?

Thank you both for all you do for Salida and I hope you're having a great day!

**Nick Lombardi**
RiverValleyBuildersCo.com
720.206.6539

Response on 7/17:

HI Nick,

The R-3 zoning is recommended by staff in keeping with the city's comprehensive and Future Land Use map as the goal of the city is to provide a range of housing for our growing community. This will also require the developer to build several inclusionary (income limited and deed restricted) housing units. It will not necessarily result in the maximum # allowed on the property. Several streets are likely be utilized for access in order to adequately disperse traffic. If one neighborhood street is shut off, it restricts emergency access and burdens other neighborhoods, which is unfair to those affected.

You may provide comments by attending the Planning Commission public hearing on July 28th at 6:00 PM or City Council on August 19th at 6:00 PM at city hall or by emailing specific comments to either Planning Commission (via my email address) or City Council (via the City Clerk kkeller@cityofsalida.com).

**To:** **City of Salida Planning Department and City Council.**
**From:** **Greg Reed-Cottonwood Green Homeowner**
**Date:** **July 24, 2025**
**Subject:** **Reasons why we (the Cottonwood Green HOA) have concerns about the proposed annexation and development plan for the 5H-LLC property**

As a resident of the Cottonwood Green subdivision, I have concerns about the proposed zoning density (R3) and development plan for the 5H-LLC property. My concerns are;

1. Putting an R3 high-density subdivision with possibly 96 units on the 15 acres 5H-LLC site is not consistent and compatible with the zoning and densities of the adjacent properties.

   **Ch. 16, Land use and Development, Article 4, Sec. 16-4-70, Residential zone districts.**

   **Medium-Density Residential (R-2).** The purpose of the Medium-Density Residential (R-2) zone district is to provide for residential neighborhoods consisting of detached single-family dwellings, duplex dwellings and multi-family residences on smaller lots than are permitted in the Single-Family Residential (R-1) zone district.

   **Ch. 16, Land use and Development, Article 4, Sec. 16-4-190, Residential zone districts.**

   **Scale**. The entire site, including all proposed structures, **shall be of a scale that is compatible with the surrounding and nearby properties**. *Scale* shall mean the proportional relationship of the principal buildings to each other and to the neighborhood, including but not limited to height, mass, setbacks and orientation.

2. The proposed 5H-Spruce Development will create a new north/south connector street running from HWY 140/Airport Rd to HWY 160/Crestone Ave. This connector street will add 100's of individual & commercial vehicle traffic through the new 5H development and into two R2 zoned neighborhoods with roundabouts, parks, and residential homes with sidewalks abutting the street. Unfortunately, the plans for the proposed 5H-LLC annexation and development were created without neighborhood input. Additionally, once the proposed annexation and development plan was posted July 2nd, we tried to reach out to the City Planning Department and City Council to voice our concerns but we were told communication with these individuals/departments was not allowed as it is considered "ex parte" and that the only way we are allowed to voice our concerns is to show up and speak (for 3 minutes) at City Planning and City Council meetings. Please know that as a resident of Salida, it is extremely frustrating that residents living in impacted neighborhoods do not have an opportunity to provide input to the City Planning Department and Developers BEFORE they create development plans which impact residents who have lived here for years.

In closing, please know the neighboring communities abutting the proposed 5H-LLC development are not against the annexation and development of the 15 acres but we are **against the proposed zoning density** and **through street** connections.

We believe that there are many ways the 5-H project could be designed to eliminate through traffic into existing neighborhoods and preserve the safety and quality of life enjoyed by residents living in the Cottonwood Green, Crestone Mesa, Mesa Village, Mesa Court, and Cochetopa Estates neighborhoods. Please see pages 2-3 for our suggestions regarding alternative traffic routes into and out of the proposed development

Alternative Traffic suggestion for the 5H-LLC development #1

Traffic from residents within the Middle section of the 5H-LLC development could enter/exit via Crestone Mesa Avenue.  These residences would become part of the Crestone Mesa HOA.

Traffic from residents within the Eastern section of the 5H-LLC development could enter/exit viaCottonwood Circle. These residences would become part of the Cottonwood Green HOA.

Traffic from the Western section of the 5H-LLC development would enter/exit via CR 141a and CR 140.

# Alternative Traffic suggestion for the 5H-LLC development #2

Traffic from residents within the Eastern and Middle section of the 5H-LLC development could enter/exit the 5H-LLC development via Cottonwood Circle or Crestone Mesa Avenue.

Traffic from the Western half of the 5H-LLC development would enter/exit via CR 141a and CR 140.

Carolyn Poissant, Senior Planner

City of Salida

July 23, 2025

I am a resident of the Cottonwood Green condos, adjacent to the proposed 5H proposed development. I have seen the proposal and drawing indicating 96 units, including 4 apartments immediately outside my residence, without benefit of buffer.

When I purchased my condo about 14 years ago, I bought it specifically with the knowledge that someday, someone would build behind me. I never thought it would be 35' tall apartments, quadplexes, triplexes and duplexes, with anything approaching the density of this proposal. With some knowledge of the code, I assumed that it would be 'compatible with adjacent neighborhoods.' We saw the zoning change and annexation of Crestone Mesa with dismay – much higher density, an unused park in the middle that has been poorly maintained, city streets without an HOA to maintain, weed, prune or care for the streets.

When asked at the public meeting with Walt and his team this week, we were told that no traffic study was indicated. Calls to you and city offices have been unanswered. With the significant increase in building and residential traffic, this MUST be mandated. "Primary spine road" doesn't at all describe the intent of the original spur attached to Cottonwood Green when Julie Miller started this complex in 2005. As I understand the code, our HOA owned 'traffic furniture', including two light posts and surround, as well as our median entry with signage, will not meet any of the current codes for the projected increase in volume of traffic. Safety and legal use of the area must be considered before approval.

I strenuously object to some of the 'considerations' noted on the proposal. It mentions 'adjacent high density apartments' which are our condos. We are only 9 condos, spread on three of the generous Cottonwood Green lots – far from high density, not apartments and all owned units. Nothing about this proposal represents "adjacent existing context".

It has also been suggested that walking and biking residents may be able to use an adjacent inaccessible 'path' along the golf course. I spoke a few years ago with the chief of police, the city and the board of directors for the golf course about being better neighbors. And I was told that the city property that is the golf course, is ONLY safe for a participating golfer. As a result of my meeting with them, they purchased five new no-trespassing signs and posted them closer to the neighborhoods adjacent to the course. I cannot think that they will change their mind and make a 'safe and transverse-able' walking area anywhere near or on the course.

I understand that discussion about the project began between Walt Harder's organization and the city in April of this year. As residents, it was only by a fluke that we discovered the 'concept' presentation of June 2nd. The 'unadvertised' public meeting between Walt, his team and the people who found out about it and attended the meeting on July 21st was contentious and rude. We were informed by mail that the Planning Commission would vote on recommendations on 7/28 and that the public review would follow on 8/19.

I would like the City of Salida to consider our many concerns and slow down this process to allow participation of all the affected home owners. We are also looking at legal representation for the affected owners and families.

Please make this part of the legal record for the Planning Commission and the City Council.

Thank you for your consideration.

Susan E. Sulley

304 C Cottonwood Circle, Salida

suesulley@mac.com

209/345-3910

**From:** Suzanne Huhn
**To:** Carolyn Poissant
**Subject:** Proposed 5-H LLC Development
**Date:** Wednesday, July 23, 2025 6:46:49 PM
**Importance:** High

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> You don't often get email from shuhn3@comcast.net. Learn why this is important

Dear Ms. Poissant:

I am a resident of Cortona Courts condominiums located in the Cottonwood Green community of Salida. I've had the opportunity to review the presentation to Council of the development concept proposed by 5-H LLC on the unincorporated site located directly south of and adjacent to Cottonwood Green and Crestone Mesa along with its adjacency to the golf course and other single family neighboring properties. After a review of the developer's presentation, it's very concerning that little consideration was given to its impact on adjacent properties and related infrastructure, with the developer's goal of maximizing density to the detriment of existing property owners ***and the City***. I'd appreciate your review of my comments included in this email. I am a real estate professional with decades of large-scale development experience, including residential subdivisions. It's worth noting that I, along with my many neighbors in Cottonwood Green, Crestone Mesa, the golf course operations and other adjacent communities are stakeholders in this future development, as noted below.

• The project site has an irregular configuration with the greatest development challenges in the constrained land area adjacent to the golf course, to Cottonwood Green (Cortona Courts) and to Mesa Village upscale homes. Likewise, the use of Cottonwood Circle as a "spine road" presents additional environmental and infrastructure constraints given the tight access to Cottonwood Circle, which consists of a community of low-density single-family homes and nine high-end condominiums that function like townhomes. The existing infrastructure in Cottonwood Green would not accommodate additional multiples of regular traffic passing through that tight circle. Likewise, I imagine Crestone Mesa would suffer similar constraints.

• "Irregular sites" like this have other geographical challenges in addition to infrastructure issues. It's more practical and cost-effective to concentrate the highest density such as apartments (if ultimately approved) together in one to two phases in one primary location where constraints are less impactful to adjacent properties. The wider portion of the site accessed from Ouray Rd or some other artery would be a better location to develop the greatest density, where additional traffic can be better addressed and served. Focusing density on the wider section of the site would provide much more efficient land use, traffic circulation and separation of the various "communities" within the development, allowing buffers and green space separating each segment. This can create a more vibrant and engaging neighborhood to buyers and renters alike.

• From a practical standpoint, some of the proposed surface parking (lots) illustrated in the development scheme serving proposed apartments is on the site's perimeter, adjacent to the golf course and to existing residential with potential "light pollution" related to auto headlights and parking lot lighting. The adjacent existing properties all have enclosed

garages. Surface parking lots on sites such as this are a highly inefficient use of the land. The golf course operation and the City, also being stakeholders, should take careful note of the damage that currently occurs with errant golf balls that frequently strike the existing single family homes adjacent to the course. The notion of building a parking lot and a dense cluster of apartments next to a golf course and to existing high end residential homes on a "high value" segment of the site is counter-intuitive. The conflict and potential liability from damage or injury or trespass from dense development to the golf course and neighboring low-density residential will present issues that should be taken seriously.

• These comments are not intended to exclude other proposed parts of the development, other than to say that the concept currently presents as a jumble of home types in tight, dense concentration, rather than a cohesive clustered development of "like-kind pocket communities." Like-kind pocket communities would not adversely impact diversity goals but instead would make planning, construction and ultimately traffic circulation more efficient and, with the right design, make the project more environmentally sustainable. The land developer (5-H LLC and its architect) probably aren't in this project for the long game of actually developing homes but rather are in it for the profit associated with selling densely approved parcels to other home and apartment builders. Other than ***possibly*** the project's current architect, I wonder about the practical subdivision development experience of those within 5-H LLC for a complicated project such as this. Without that history and long-term "skin in the game", there's a lot more at stake here.

For this irregular site, infrastructure development and ingress/egress must be carefully planned to also consider the stakeholders associated with existing properties surrounding the site. The proposed project, as currently configured, is all about maximizing profit without altruistic intent, as I am well aware in my many years of experience. In any case, a 96-home development represents far more density than exists in the entire area around the site, demonstrating large-scale incompatibility with the surrounding environment. In short, there are far better ways to design this project that might reduce the developer's profit margin but would be more satisfactory to existing neighbors and to the City. A "cram down" by the project's developer to get this project approved presents unnecessary risks to all but the developer. This is a potential legacy project that doesn't need to be a disaster and instead can be environmentally sustainable and a form of pride for the City.

In essence, strategic density placement on irregular sites should aim to balance development potential with the unique characteristics of the land, while promoting accessibility, community well-being including those adjacent communities, and environmental sustainability.

Best Regards,

Suzanne

Suzanne W. Huhn

304 Cottonwood Circle, Unit B

(510) 693-0230

**From:** Jeanine Smith
**To:** Carolyn Poissant
**Cc:** jeaninezsmith@gmail.com
**Subject:** Proposed Building Plan Behind Cochetopa Estates
**Date:** Wednesday, July 23, 2025 6:21:23 PM

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

Carolyn,
My husband and I live in Cochetopa Estates where there is a plan by Walt Harder to build behind our neighborhood.

My biggest request is that the homes being built are lower in stature - ideally one or two stories at most - to keep the ambience similar and not have high rise buildings stuck in the middle of regular height homes.

I plan to be at the meeting on 7/28 to voice that opinion.

Jeanine Smith
Sent from my iPhone

**From:** Carolyn Poissant
**To:** Carolyn Poissant
**Subject:** RE: Public Comment re: 4H Development, 7/28/2025 Planning Commission Meeting
**Date:** Tuesday, July 22, 2025 3:36:29 PM

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Hello,

I am opposed to the staff recommendation regarding annexing the parcel in question. My primary concern is as follows:

- Currently, access is shown to this property down Crestone Mesa Ave. No traffic study has been completed to determine the impact on surrounding roads, in particular Crestone Mesa Dr. Until a traffic study has been completed there is no understanding on how this will impact the community, and it is irresponsible for staff to recommend proceeding without that.

I am also opposed to the staff recommendation regarding R-3 zoning for the 4-H Development. My primary concerns are as follows:

- R3 zoning does not match the designations of the surrounding neighborhoods.

- Currently, access is shown to this property down Crestone Mesa Ave. No traffic study has been completed to determine the impact on surrounding roads, in particular Crestone Mesa Dr. Until a traffic study has been completed there is no understanding on how this will impact the community, and it is irresponsible for staff to recommend proceeding without that.

Further, I am dismayed at the lack of willingness shown by city staff to meet with impacted neighbors and citizens to discuss the details of this project. Please see attached. This entire process has not taken any community input under consideration and this appears to be the only meaningful opportunity for neighbors to engage.

For example, we are being told by the developer that the city requires access down Crestone Mesa Dr. No one from the city seems willing to own that decision oris willing to entertain alternative proposals. Further, it seems like we will never have an opportunity to discuss that access until a subdivision application is submitted, the city staff creates a recommendation, and it comes up before the planning commission for another vote. At that point, residents who disagree with any recommendations by staff are already on the back foot, without having any opportunity to engage.

The developer is under no obligation to listen to local resident concerns, and it seems that city staff is unwilling to either.

Thank you,

Ryan Dulaney
106 Crestone Mesa Dr.
720-560-8780

| | |
|---|---|
| **From:** | Carolyn Poissant |
| **To:** | Rob Webber |
| **Cc:** | Bill Almquist |
| **Bcc:** | Kristen Hodges; Tommy Sherwood |
| **Subject:** | RE: 5-H LLC (Spruce Street) Annexation and Zoning |
| **Date:** | Wednesday, July 23, 2025 11:42:00 AM |
| **Attachments:** | image001.png |

HI Rob,

I will be presenting the case and assisting the Planning Commission Chair in running the meeting as the senior staff person in Bill's absence. The current Land Use code is in effect for this application. The entire city will be rezoned with the revised land use code, so the new standards will apply once the new code is approved. The proposed new zoning map will need to be updated with the zoning approved for the 5-H property, which will then be subject to the new code standards under the comprehensive rezoning.

The reason the lots on Silver Spruce and Mesa Court were changed to R-2 on the proposed zoning map is because they are entirely built out at R-2 densities and lot sizes, which in some cases would be nonconforming under the proposed minimum densities (1 unit per 8000 SF) in R3 in the new code. The minimum density aspect is a totally new concept that will apply with the land use code and zoning map revisions, once approved by City Council. Existing non-conformities will be "grandfathered in" (e.g., with respect to existing structures meeting or not meeting dimensional standards), but not the zoning, per se.

Public hearings are the forum by which community members provide input on development applications. Staff does not typically meet with anyone who is not a party to the application because it is a private property matter. The appointed and elected officials are the ones who can make any type of discretionary decisions. Anyone is welcome to provide input on any topic at any City Council meeting under the "Unscheduled Citizens" public comment period for items that are not specifically on the agenda.

**Carolyn Poissant, MLA, MPA, AICP**
*Senior Planner*
*Community Development Department*
Carolyn.poissant@cityofsalida.com
Phone: 719-530-2628

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:** Rob Webber <Rob.Webber@cityofsalida.com>
**Sent:** Tuesday, July 22, 2025 4:27 PM
**To:** Carolyn Poissant <Carolyn.Poissant@cityofsalida.com>
**Cc:** Rob Webber <Rob.Webber@cityofsalida.com>; Bill Almquist <bill.almquist@cityofsalida.com>
**Subject:** Spruce Street Annexation and Zoning Meeting

Hi Carolyn,
Recall that we spoke about this awhile ago; Thank you again for your willingness to share information. I sat down today to write a note to Bill Almquist and noticed that he is out of the office until July 30. The Spruce Street Annexation and Zoning public meeting is this Monday, July 29. With Bill out of the office, who from the planning department will be in attendance?

I was hoping to get some advice from Bill about an effective strategy to influence the meeting decision making process, given that we attended an informational meeting last night hosted by the developer which did not seem to me to be effective regarding changing the concept for the annexation and zoning outcome.....

May I ask couple of questions..... What sets the applicable Land Use Code version for a development.....Is it the date of the annexation and zoning finalization, or is there a different trigger event that would "grandfather in" a certain version of the Land Use Code? Does/Will the proposed zoning map have any influence on the outcome of this meeting, or does the existing zoning map establish the typical surrounding area zoning? I ask as the proposed zoning map shows most all of the surrounding are as R-2, with little of no R-3 zoning proposed.....

Thank you again for any information that you can and/or will share. We are very anxious about the proposed concept for this area just to the north of Mesa Village, as are our neighbors to the north and west of us. There was a good turnout at last nights meeting at the Scout Hut and several valid points were presented. Just want to make sure that we are doing everything that we can to be sure that our collective voices do not fall on deaf ears!
Regards,
Rob Webber

| | |
|---|---|
| **From:** | Carolyn Poissant |
| **To:** | Ryan Dulaney |
| **Cc:** | Bill Almquist |
| **Bcc:** | Christy Doon |
| **Subject:** | RE: 5-H LLC Annexation and Zoning |
| **Date:** | Tuesday, July 22, 2025 11:29:00 AM |
| **Attachments:** | image001.png<br>image002.png |

Once a submittal for a subdivision or any development application is received, the assigned staff person reviews it for completeness, then sends it to reviewing agencies for comments, and then prepares staff reports for the next available Planning Commission and City Council meetings. The opportunity for public comment is exclusively at the scheduled public hearings before Planning Commission and City Council.

So, no we do not have the capacity or direction to meet with neighbors about submittals. The avenue for input is at the hearings.

If you have further questions, you should speak with the Director, Bill Almquist.

**Carolyn Poissant, MLA, MPA, AICP**
*Senior Planner*
*Community Development Department*
Carolyn.poissant@cityofsalida.com
Phone: 719-530-2628

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.

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**From:** Ryan Dulaney <dulaney.ryan@gmail.com>
**Sent:** Tuesday, July 22, 2025 11:03 AM
**To:** Carolyn Poissant <Carolyn.Poissant@cityofsalida.com>
**Subject:** Re: 5-H LLC Annexation and Zoning

OK. So what is the process to discuss other details like I mentioned? Does that go back through the planning commission process? Would we then need to plan to request meetings with staff, attend work sessions, etc.?

On Tue, Jul 22, 2025 at 11:01 AM Carolyn Poissant <Carolyn.Poissant@cityofsalida.com> wrote:

> The will be acting on the Annexation and Zoning requests.
>
> **Carolyn Poissant, MLA, MPA, AICP**
> *Senior Planner*
> *Community Development Department*
> Carolyn.poissant@cityofsalida.com
> Phone: 719-530-2628
>
> 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:** Ryan Dulaney <dulaney.ryan@gmail.com>
> **Sent:** Tuesday, July 22, 2025 10:56 AM
> **To:** Carolyn Poissant <Carolyn.Poissant@cityofsalida.com>
> **Cc:** Bill Almquist <bill.almquist@cityofsalida.com>
> **Subject:** Re: 5-H LLC Annexation and Zoning

Thanks Caroyln. Can you confirm what decision the City Council will be making on 8/19?

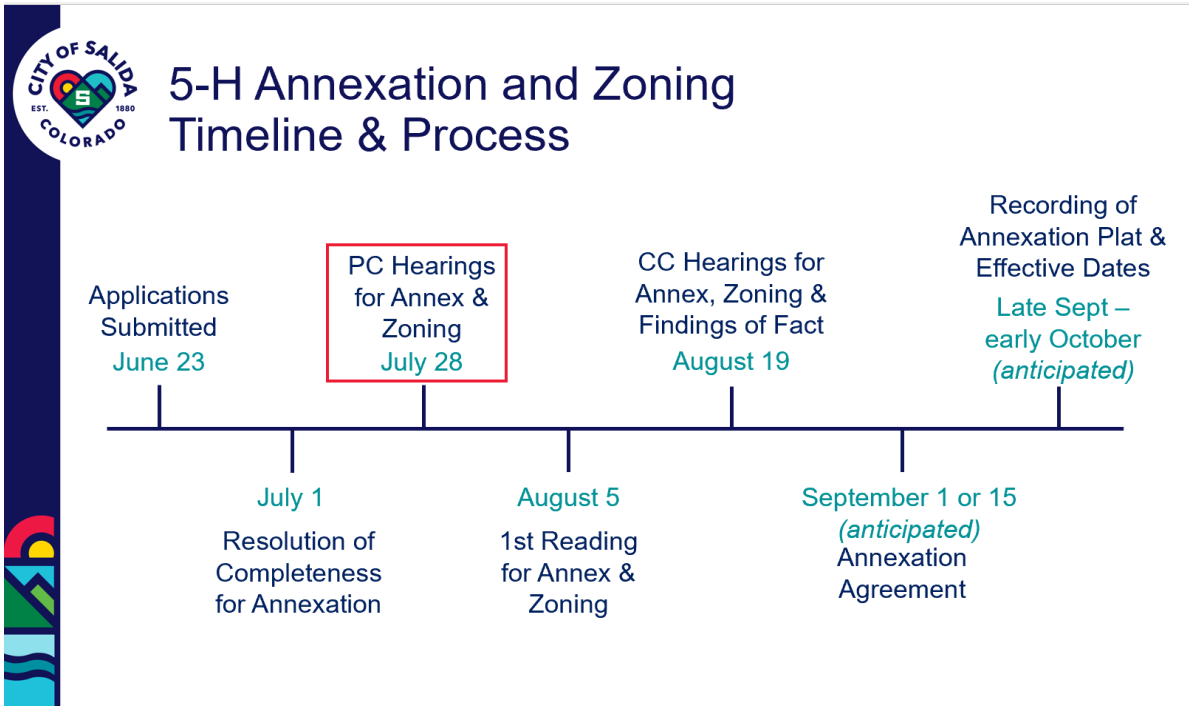
When will there be an opportunity to discuss any post-annexation or post-zoning planning decisions (such as traffic patterns/study, access, etc.O with staff?

Thanks,

Ryan

On Tue, Jul 22, 2025 at 10:52 AM Carolyn Poissant <Carolyn.Poissant@cityofsalida.com> wrote:

> Hi Ryan,
>
> The staff report packet has been posted here: Planning Commission Regular Meeting • Agendas & Minutes • CivicClerk
> You may submit comments via email that I will enter into the record at the PC meeting, or you may speak during the public hearing for the annexation and zoning.
>
> The process is as shown below. After July 28th the next public hearing will be held August 19th before City Council, the final decision-making body. The packet for that meeting will essentially be the same as for PC on 7/28. The agenda will be posted on 8/15.
> Written comments for City Council need to be submitted to the City Clerk.
> https://www.cityofsalida.com/clerk
>
> Development application processes may be found here:
> https://www.cityofsalida.com/commdev/page/zoning-development



**Carolyn Poissant, MLA, MPA, AICP**
*Senior Planner*
*Community Development Department*
Carolyn.poissant@cityofsalida.com
Phone: 719-530-2628

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.

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**From:** gregorireed <gregorireed@gmail.com>
**Sent:** Thursday, July 17, 2025 3:08 PM
**To:** Carolyn Poissant <Carolyn.Poissant@cityofsalida.com>
**Cc:** Walt Harder <walt@hred.co>; Erin Hunter <erin@timberlinelaw.com>; Ryan Dulaney <dulaney.ryan@gmail.com>; mary ann Bavaria <mabavaria@hotmail.com>; adrian.f.reif@gmail.com; clarkbelyea@hotmail.com; Rick Pilgrim <rdpilgrim5191@gmail.com>; tdonnelly78@gmail.com; d95wentz@gmail.com; Linda Inge <bobandlindainge@yahoo.com>; Tony Aguero <skimonumenthill@gmail.com>; Drew and Lourdes Smith <lapla@live.com>
**Subject:** Re: My mistake

Hi Carolyn,

I apologize if my communications have not conformed to correct protocol. My intent was to try and be proactive with City Planners, CIty Council, and the Developer rather than show up for a meeting in which decisions had already been made before hearing concerns from impacted residences and neighborhoods.

The meeting we (CWG, CM, and MV) scheduled with Walt on the 21st was supposed to be an intimate conversation between the Developer and representatives from impacted neighborhoods. I am hoping this is still possible.

We (the neighborhoods impacted by the proposed development) want to be sure our concerns are heard before decisions are made.

Sincerely,

Greg Reed
408 Cottonwood Circle
720-323-2116

PS---> I am a little confused about "appointed officials." **Are City Planners appointed....meaning as a citizen I am not supposed to contact you except by showing up for City Planning Commission meetings?**

On Thu, Jul 17, 2025 at 2:44 PM Carolyn Poissant <Carolyn.Poissant@cityofsalida.com> wrote:

> HI Greg,
>
> Just to be clear, city staff will not be attending the meeting Monday. The annexation application is moving forward under the state-mandated review process and commenting on design elements prior to a formal application for a subdivision being submitted is not within staff's purview.

And again, **comments (including email) should not be directed at elected or appointed officials** given that public hearings have been scheduled and posted, as stated below on all such public notices:

**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 link so your comments can be made part of the record.*

**Carolyn Poissant, MLA, MPA, AICP**
*Senior Planner*
*Community Development Department*
Carolyn.poissant@cityofsalida.com
Phone: 719-530-2628

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:** gregorireed <gregorireed@gmail.com>
**Sent:** Thursday, July 17, 2025 2:26 PM
**To:** Walt Harder <walt@hred.co>
**Cc:** Erin Hunter <erin@timberlinelaw.com>; Ryan Dulaney <dulaney.ryan@gmail.com>; mary ann Bavaria <mabavaria@hotmail.com>; adrian.f.reif@gmail.com; clarkbelyea@hotmail.com; Rick Pilgrim <rdpilgrim5191@gmail.com>; tdonnelly78@gmail.com; d95wentz@gmail.com; Carolyn Poissant <Carolyn.Poissant@cityofsalida.com>; suzanne.fontana@salidaelected.com; dan.shore@salidaelected.com; Linda Inge <bobandlindainge@yahoo.com>; Tony Aguero <skimonumenthill@gmail.com>; Drew and Lourdes Smith <lapla@live.com>
**Subject:** Re: My mistake

HI Walt,

Thanks for clarifying.....sounds like you and City Council and/or the City Planning Department folks will be at the meeting as well?

We (the CWG+CM+MV HOA representatives) were hoping to have a chance to have a more intimate meeting with you in which we could share our concerns and discuss some possible modifications to the proposed development plan which would integrate the new development into our existing HOA communities in a while maintaining the quality of life that makes Salida such a great place to live, work, and play.

Hopefully this new much larger format will still provide you/City Planners/City Council a chance to hear our concerns and consider some modifications to the proposed 5H-LLC development plan.

Greg

PS---> Linda, could you please post this email (or just an invite to all CWG HOA residents that there is a meeting at the Scout Hut on Monday, July 21st at 6:00pm to hear representatives of the City

Planning Department and Walt Harder (the developer) tell us what they have planned for the proposed 5H-LLC development.

On Thu, Jul 17, 2025 at 1:12 PM Walt Harder <walt@hred.co> wrote:

> Yes. We only wanted to do this once And we discussed it with the city and decided to open it up so that anyone with questions could come
>
> W
>
> **Walt Harder**
> **Harder Real Estate & Development**
>
> Cell: 719.221.5000 Office: 719.539.2000
> www.hred.co
>
> *But a life lived loving God bears lasting fruit, for the one who is truly wise wins souls. Proverbs 11:30*
>
> On Thu, Jul 17, 2025 at 11:45 AM gregorireed <gregorireed@gmail.com> wrote:
>
> > Hi Walt,
> >
> > Checking in regarding our meeting on Monday the 21st. Our plan was a small group representing the CWG, CM, and MV representatives would meet with you Monday and that after our meeting we (the HOA representatives) would send everyone in our HOA's a summary of what was discussed and how we (our HOA's) and you (the developer) plan to move forward. Our HOA representative group would be about 6 people representing our three HOAs.
> >
> > Recently some people in our HOA's have contacted me saying they heard this was a public meeting and all are invited. As this information (or misinformation) didn't come from us (the HOA representative group) I wanted to check with you to see if you have sent anything out to the general public regarding the meeting on the 21st being open to everyone. If you prefer the meeting on the 21st be open to all rather than our small representative group.....just let me know so we (the HOA representatives) can respond to the inquiries we're getting.
> >
> > Looking forward to seeing you on Monday the 21st.
> >
> > Greg
> > 720-323-2116

On Tue, Jul 15, 2025 at 9:00 AM Walt Harder <walt@hred.co> wrote:

> Perfect, see you then
>
> **Walt Harder**
> **Harder Real Estate & Development**
>
> Cell: 719.221.5000 Office: 719.539.2000
> www.hred.co
>
> *But a life lived loving God bears lasting fruit, for the one who is truly wise wins souls. Proverbs 11:30*
>
> On Tue, Jul 15, 2025 at 8:29 AM gregorireed <gregorireed@gmail.com> wrote:
>
> > Hi Walt,
> >
> > 5:30pm Wednesday evening works for us. Looking forward to seeing you.
> >
> > Greg
> >
> > On Mon, Jul 14, 2025 at 8:47 PM Walt Harder <walt@hred.co> wrote:
> >
> > > That's great news. I hope and pray most of the concerns are easily addressed. We're quite a ways from Max density on that property and have no intention of going past our proposed unit count. We're happy to commit to that in writing with the city as well. I think the park will be a great addition for everybody in the area
> > >
> > > Wednesday night works great. Should I plan on 530?
> > >
> > > W
> > >
> > > **Walt Harder**
> > > **Harder Real Estate & Development**
> > >
> > > Cell: 719.221.5000 Office: 719.539.2000
> > > www.hred.co

*But a life lived loving God bears lasting fruit, for the one who is truly wise wins souls.*
*Proverbs 11:30*

On Mon, Jul 14, 2025 at 5:46 PM gregorireed <gregorireed@gmail.com> wrote:

> Hi Walt,
>
> No problem....I had Monday the 21st on my calendar all along. Regarding our meeting on the 21st. The Cottonwood Green and Crestone Mesa HOA's met again today to discuss the 5H-LLC development and our concerns. When I spoke I advocated that we work with you to see if we can find common ground that allows you to build the units you want to build....but also addresses our HOA concerns about traffic/safety, housing density, and our desire to integrate portions of the 5H-LLC development into our CWG and CM neighborhoods. The good news is that by the end of our meeting my suggestion was agreed upon by representatives from Cottonwood Green, Crestone Mesa, and Mesa Village.
>
> We (the 6-7 HOA representatives of the three communities abutting the proposed 5H-LLC) look forward to meeting with you at the Scout Hut on Monday, July 21st, at 6:00pm.
>
> Greg
>
> PS---> Regarding stopping for a visit and to check out our home....would after work on Wednesday (July 23rd) work in your schedule.? If not, we'll find another day next week. Also, would Dixie be with you....or just you?

On Mon, Jul 14, 2025 at 4:47 PM Walt Harder <walt@hred.co> wrote:

> I blew it, I apologize.
>
> Meeting is still at the **SCOUT HUT and on MONDAY, JULY 21st at 6PM.**
>
> This is why I don't organize things like this. I'm sorry.
>
> See you there!
> Walt.
>
> **Walt Harder**

**Harder Real Estate & Development**

Cell: 719.221.5000 Office: 719.539.2000
www.hred.co

*But a life lived loving God bears lasting fruit, for the one who is truly wise wins souls.*
*Proverbs 11:30*

| | |
|---|---|
| **From:** | Carolyn Poissant |
| **To:** | Pete Poorman |
| **Subject:** | RE: Additional information regarding 5-H LLC Annexation and Zoning? |
| **Date:** | Monday, July 21, 2025 3:42:00 PM |
| **Attachments:** | image001.png |

HI Pete,
Everything pertinent to the Annexation and Zoning is in the packet.

**Carolyn Poissant, MLA, MPA, AICP**
*Senior Planner*
*Community Development Department*
Carolyn.poissant@cityofsalida.com
Phone: 719-530-2628

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:** Pete Poorman <pete@petepoorman.com>
**Sent:** Monday, July 21, 2025 3:12 PM
**To:** Carolyn Poissant <Carolyn.Poissant@cityofsalida.com>
**Subject:** Additional information regarding 5-H LLC Annexation and Zoning?

> You don't often get email from pete@petepoorman.com. Learn why this is important

Good afternoon, Carolyn.

The Notice for the upcoming public hearings for the 5-H LLC Annexation and Zoning says:

> "Interested persons are encouraged to attend the public hearings. Further information on the applications may be obtained from the Community Development Department by contacting carolyn.poissant@cityofsalida.com (719) 530-2628."

Is there any information available beyond what is in the Agenda Packet? If there is, please send it to me or tell me where to retrieve it.

Thank you.

-- Pete Poorman
203 Cottonwood Circle, Salida
214-405-8296

**From:** Carolyn Poissant
**To:** Rob Webber
**Subject:** RE: Annexation Plan
**Date:** Tuesday, July 1, 2025 11:18:00 AM
**Attachments:** image001.png

---

At City Council tonight the Annexation & Zoning application will be deemed complete (state statute requirement) and a public hearing date before City Council will be set for August 19th. The A&Z application is scheduled to be reviewed in a public hearing by Planning Commission on July 28th. Again, since there is no development plan yet, the only things to be reviewed are the technicalities of the annexation and zoning. It may be several months before we get an application for the actual development.

**Carolyn Poissant, MLA, MPA, AICP**
*Senior Planner*
*Community Development Department*
Carolyn.poissant@cityofsalida.com
Phone: 719-530-2628

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**From:** Rob Webber <Rob.Webber@cityofsalida.com>
**Sent:** Tuesday, July 1, 2025 11:03 AM
**To:** Carolyn Poissant <Carolyn.Poissant@cityofsalida.com>
**Cc:** Rob Webber <Rob.Webber@cityofsalida.com>
**Subject:** RE: Annexation Plan

HI Carolyn,
I appreciate that.....I am somewhat relieved to see the conceptual plan as envisioned at this time. Thank you so much for the link to the council/planning session. What is the next step in the process and where should I look for updates? Thank you again for helping me understand what is happening in my neiborhood!!
Regards,
Rob

---

**From:** Carolyn Poissant <Carolyn.Poissant@cityofsalida.com>
**Sent:** Tuesday, July 1, 2025 10:34 AM
**To:** Rob Webber <Rob.Webber@cityofsalida.com>
**Subject:** RE: Annexation Plan

HI Rob,

At this point, there is really nothing to discuss as an application for the subdivision has not yet been submitted.

**Carolyn Poissant, MLA, MPA, AICP**
*Senior Planner*
*Community Development Department*
Carolyn.poissant@cityofsalida.com
Phone: 719-530-2628

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---

**From:** Rob Webber <Rob.Webber@cityofsalida.com>
**Sent:** Tuesday, July 1, 2025 10:20 AM
**To:** Carolyn Poissant <Carolyn.Poissant@cityofsalida.com>
**Cc:** Rob Webber <Rob.Webber@cityofsalida.com>
**Subject:** RE: Annexation Plan

HI Carolyn,
Thank you for the link. Is it possible to come by and get some ideas on how to maybe influence things during the conceptual phase? I'm new to this but it seems to me that plans are somewhat firmed up by the time the public meetings are held..... Again, I appreciate the conversation we are having....
Regards,
Rob

---

**From:** Carolyn Poissant <Carolyn.Poissant@cityofsalida.com>
**Sent:** Monday, June 30, 2025 9:40 AM
**To:** Rob Webber <Rob.Webber@cityofsalida.com>
**Subject:** RE: Annexation Plan

HI Rob,
A concept plan was presented at a City Council work session on June 2nd. See: City Council - Planning Commission Joint Work Session - 06/2/2025 . However, the concept may change. We cannot send out plans prior to public hearing dates for this reason. Plans can change at any point prior to posting on the agendas.

**Carolyn Poissant, MLA, MPA, AICP**
*Senior Planner*
*Community Development Department*
Carolyn.poissant@cityofsalida.com
Phone: 719-530-2628

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**From:** Rob Webber <Rob.Webber@cityofsalida.com>
**Sent:** Friday, June 27, 2025 5:02 PM
**To:** Carolyn Poissant <Carolyn.Poissant@cityofsalida.com>
**Cc:** Rob Webber <Rob.Webber@cityofsalida.com>
**Subject:** RE: Annexation Plan

Hi Carolyn,
That's the one! Is there any way to get a look at the concept, or is this a very preliminary set of documents? I wonder how to get involved to provide feedback during the conceptual phase, rather than during code review.....
Regards,
Rob Webber

---

**From:** Carolyn Poissant <Carolyn.Poissant@cityofsalida.com>
**Sent:** Wednesday, June 25, 2025 10:41 AM
**To:** Rob Webber <Rob.Webber@cityofsalida.com>
**Subject:** RE: Annexation Plan

An application has been submitted for annexation and zoning of the 5-H LLC property. Future public hearings will be posted on https://salidaco.portal.civicclerk.com/

**Carolyn Poissant, MLA, MPA, AICP**
*Senior Planner*
*Community Development Department*
Carolyn.poissant@cityofsalida.com
Phone: 719-530-2628

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**From:** Rob Webber <Rob.Webber@cityofsalida.com>
**Sent:** Wednesday, June 25, 2025 10:37 AM
**To:** Carolyn Poissant <Carolyn.Poissant@cityofsalida.com>
**Cc:** Rob Webber <Rob.Webber@cityofsalida.com>
**Subject:** RE: Annexation Plan

Hi,
Thank you Carolyn..... I appreciate the guidance to the comprehensive plan. The annexation application was for the county parcel that is located in between Cottonwood

Green and the Mesa Village subdivisions. I did virtually attend the Monday meeting and found the Mesa Ridge discussion very interesting.
Regards,
Rob Webber

---

**From:** Carolyn Poissant <Carolyn.Poissant@cityofsalida.com>
**Sent:** Wednesday, June 25, 2025 9:00 AM
**To:** Rob Webber <Rob.Webber@cityofsalida.com>
**Cc:** Kristen Hodges <Kristen.Hodges@cityofsalida.com>
**Subject:** RE: Annexation Plan

HI Rob,

The materials that were presented at Planning Commission Monday may be found here. The city's Comprehensive Plan may be found on the Community Development webpage here.

**Carolyn Poissant, MLA, MPA, AICP**
*Senior Planner*
*Community Development Department*
Carolyn.poissant@cityofsalida.com
Phone: 719-530-2628

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**From:** Rob Webber <Rob.Webber@cityofsalida.com>
**Sent:** Wednesday, June 25, 2025 7:20 AM
**To:** Carolyn Poissant <Carolyn.Poissant@cityofsalida.com>
**Cc:** Rob Webber <Rob.Webber@cityofsalida.com>
**Subject:** Annexation Plan

Hi Carolyn,
I live at 208 Mesa Court in Salida. There is an area of unincorporated land north of Mesa Village that has recently submitted an annexation plan application to the City of Salida. I am interested in the final plan for development of this parcel and was wondering if it is possible to review a copy of this annexation plan. I am also interested in reviewing the city's comprehensive plan, as this guides the Community Development department decision making to some extent, but have not had any success in locating a copy of this document for review on the city's website. Not sure if you can help guide me to a place where I can locate these two documents, but any help would be greatly appreciated.

Thank you in advance for your time and consideration.....
Regards,
Rob Webber

**From:** Rick Pilgrim
**To:** Carolyn Poissant; tfdonnelly78@gmail.com
**Cc:** Kristen Hodges; Bill Almquist
**Subject:** Re: Concept Plan 5-H LLC Annexation and Zoning Plan Development and Major Subdivision
**Date:** Monday, June 23, 2025 8:38:05 AM
**Attachments:** image001.png
image002.png

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Good morning, Carolyn - Thank you very much for your reply and the update. We will watch the "You Tube" summary and use that to help understand the overall proposal. We will continue to learn more about the 5H-Spruce proposal and a couple of us will attend the Planning Commission meeting this evening for Mesa Ridge and may provide comments.

Relative to the 5H proposal, one of our primary concerns is the requested R-3 High Density Zoning. We have realized for years that this attractive parcel will be developed one day. However, the reasonable assumption has been that the development pattern would be similar to the surrounding existing developments rather than something much more intense.

We will continue to work with our surrounding, existing neighborhood organizations to provide input and comment as this application proceeds.

Thank you for your time,
Rick

---

**From:** Carolyn Poissant <Carolyn.Poissant@cityofsalida.com>
**Sent:** Monday, June 23, 2025 8:21 AM
**To:** Rick Pilgrim <rdpilgrim5191@gmail.com>; tfdonnelly78@gmail.com <tfdonnelly78@gmail.com>
**Cc:** Kristen Hodges <Kristen.Hodges@cityofsalida.com>; Bill Almquist <bill.almquist@cityofsalida.com>
**Subject:** RE: Concept Plan 5-H LLC Annexation and Zoning Plan Development and Major Subdivision

HI Rick,

I am handling the 5-H LLC annexation and zoning. Kristen Hodges is handling the Mesa Ridge project.

We have received an application from 5-H LLC to annex a 15.6-acre portion of an 18.32-acre property (Parcel No. 368131400015) located east of Spruce Street and north of West Ouray Avenue. Only the 15.6-acre portion, which is under separate ownership, is requested to be annexed at this time.

On June 2, a pre-application concept plan was presented at a joint City Council - Planning Commission work session. You may view that proceeding on the City's You Tube page. As I stated at the meeting, the zoning of R-3 is consistent with the Future Land Use Map.

At this point, I really have no other information to provide. If you have specific questions about the annexation or zoning process, feel free to give me a call.

**Carolyn Poissant, MLA, MPA, AICP**
*Senior Planner*
*Community Development Department*
Carolyn.poissant@cityofsalida.com
Phone: 719-530-2628

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---

**From:** Rick Pilgrim <rdpilgrim5191@gmail.com>
**Sent:** Friday, June 20, 2025 3:29 PM
**To:** Carolyn Poissant <Carolyn.Poissant@cityofsalida.com>
**Cc:** tfdonnelly78@gmail.com
**Subject:** Re: Concept Plan 5-H LLC Annexation and Zoning Plan Development and Major Subdivision

Hello Carolyn - As I said in my email to you last Wednesday, I would like to meet with you Monday for a few minutes to ask a few questions about the Mesa Rideg and 5-H Spruce Street proposed land use changes. Do you have any time on June 23 to meet with me?

Thanks for your time,
Rick

---

**From:** Rick Pilgrim <rdpilgrim5191@gmail.com>
**Sent:** Wednesday, June 18, 2025 8:27 PM
**To:** Carolyn Poissant <Carolyn.Poissant@cityofsalida.com>
**Cc:** tfdonnelly78@gmail.com <tfdonnelly78@gmail.com>
**Subject:** Re: Concept Plan 5-H LLC Annexation and Zoning Plan Development and Major Subdivision

Hello Carolyn - Okay - I appreciate your response. For your information, I am adding the Cottonwood Green HOA President Tim Donnelly to this reply.

Would it be appropriate to set a meeting time with you or your staff to better understand where the 5-H LLC proposal stands in the timeline of the process? A concept plan does not sound like an actual application to me, but I am probably not familiar with your code and process.

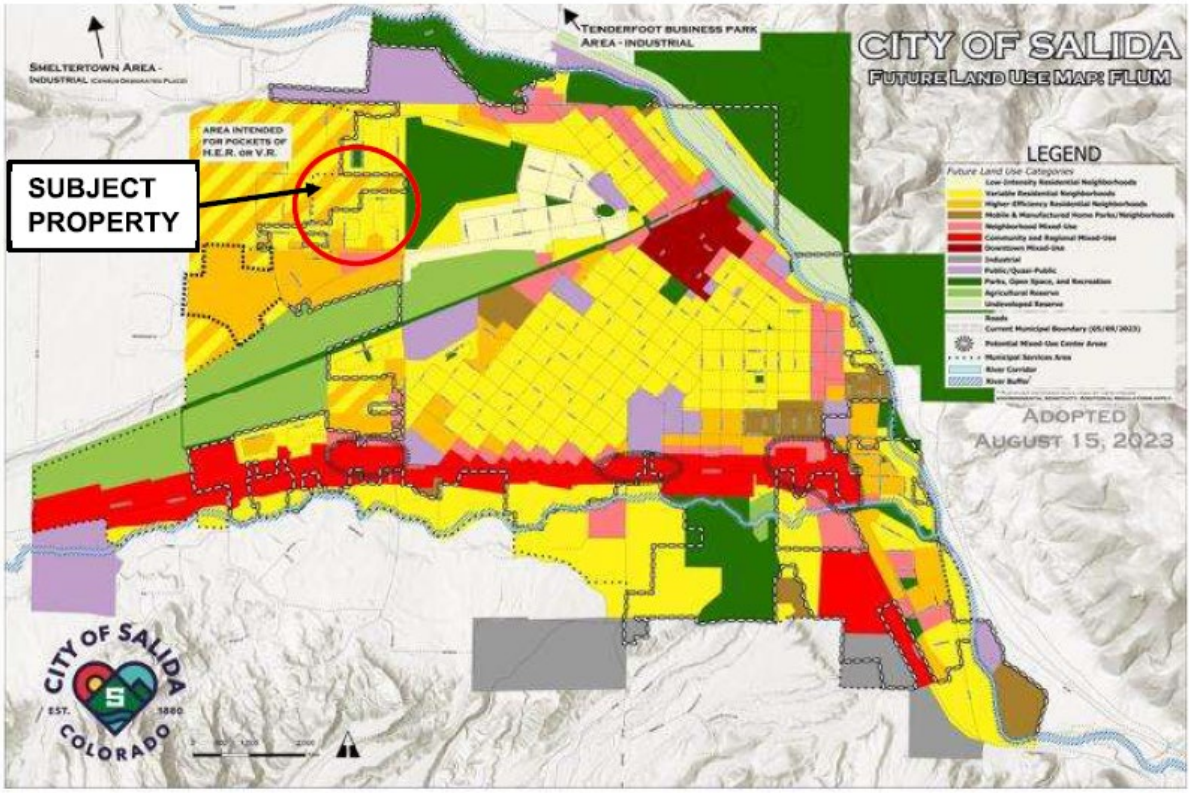
If so, would you have time on Monday June 23 or Tuesday June 24? We could also set a time later in the week if a Zoom meeting might be more convenient.

As you might anticipate, Cottonwood Green and the surrounding neighborhoods (Crestone Meas, Cochetopa Estates, Mesa Village) are all concerned about the density that is in the concept plan for the subject proposal. I need to know more about the "Future Land Use" designation with the City service area. Your agenda packet for the Council June 2, 2025, Work Session states, "The proposed zoning would be R-3 High Density Residential which is consistent with the Future Land Use Map." (see the excerpt from the packet pasted below). The adjacent neighborhoods are all lower density , much lower than the proposal so I am confused about the "High Density" designation. It is reasonable that the High Density designation may be appropriate for the areas along and south of Airport Road, but the existing neighborhoods north of that roadway are all not "High Density". I will continue to research the City code and other documents to learn more and find answers.

For your information, our neighborhoods will be meeting to discuss this on Sunday evening so that we can offer comments on the "Mesa Ridge Annexation, Zoning and Major Subdivision" before the Planning Commission on Monday June 23. We will also be discussing the 5-H LLC proposal at that time so therefore, meeting with you next Monday would be helpful to clarify some things about that proposal so we can follow up with information to the group.

Thank you for your time and responses,
Rick Pilgrim
720-369-9446

## Future Land Use Map




The proposed zoning would be R-3 High Density Residential, which is consistent with the Future Land Use Map.

---

**From:** Carolyn Poissant <Carolyn.Poissant@cityofsalida.com>
**Sent:** Wednesday, June 18, 2025 12:05 PM
**To:** Rick Pilgrim <rdpilgrim5191@gmail.com>
**Subject:** RE: Concept Plan 5-H LLC Annexation and Zoning Plan Development and Major Subdivision

Although the notice is not up just yet, we do have an app in for the 5-H LLC A&Z, and generally any communication with Council is considered ex parte so it is best to just come to a meeting and speak at public comment.

**Carolyn Poissant, MLA, MPA, AICP**
*Senior Planner*
*Community Development Department*
Carolyn.poissant@cityofsalida.com
Phone: 719-530-2628

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---

**From:** Rick Pilgrim <rdpilgrim5191@gmail.com>
**Sent:** Monday, June 16, 2025 11:48 AM
**To:** Carolyn Poissant <Carolyn.Poissant@cityofsalida.com>
**Subject:** Re: Concept Plan 5-H LLC Annexation and Zoning Plan Development and Major Subdivision

Hi Carolyn - Thanks for getting back to me so quickly. This is helpful and I will keep up with the various agendas and meetings as they become scheduled.

Because the 5-H LLC proposal is not a formal application yet, is it permissible to speak to Council members regarding that possibility? I think I understand that it is not appropriate to contact Members if there is a formal application that has been submitted and in process.

Thanks for your help.
Rick

---

**From:** Carolyn Poissant <Carolyn.Poissant@cityofsalida.com>
**Sent:** Monday, June 16, 2025 10:25 AM
**To:** rdpilgrim5191@Gmail.com <rdpilgrim5191@Gmail.com>
**Subject:** FW: Concept Plan 5-H LLC Annexation and Zoning Plan Development and Major Subdivision

Hello Mr. Pilgrim,

Thank you for your message. The June 2nd work session was a concept review. Once we have a complete development application, and a public hearing has been noticed in the Mountain Mail (typically in the Friday edition at least 15 days prior to the meeting), comments may be sent to me for inclusion in the record of those meetings.

We cannot take any public comment prior to receiving a completed application. You are welcome to provide public comment under "Unscheduled Citizens" at any City Council or Planning Commission meeting, or comment on the actual agenda item when it gets scheduled.

Please refer to Events • Agendas & Minutes • CivicClerk for all upcoming meetings. Typically, the agendas are posted the Thursday or Friday before the meeting.

**Carolyn Poissant, MLA, MPA, AICP**
*Senior Planner*
*Community Development Department*
Carolyn.poissant@cityofsalida.com
Phone: 719-530-2628

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---

**From:** Salida, CO <noreply@civicplus.com>
**Sent:** Monday, June 16, 2025 9:20 AM
**To:** Carolyn Poissant <Carolyn.Poissant@cityofsalida.com>
**Subject:** Concept Plan 5-H LLC Annexation and Zoning Plan Development and Major Subdivision

Name: Rick Pilgrim
Email: rdpilgrim5191@Gmail.com

Message: Good morning Carolyn - I own the home at 308 Cottonwood Circle so I am very interested in the two different planning and zoning proposals that bracket our subdivision. I understand there is a hearing June 23 before the Planning Commission for the 10 units planed along Crestone Avenue so I will try to attend that meeting. Do I need to register prior to that meeting? Secondly, I am interested and concerned about the proposal annexation for the subject Concept Plan. I understand that City Council had a work session on June 2 regarding that concept plan. Were there any results from that session? If so, would you be able to share those with me? Also, are there follow up meetings planned for that proposal? Thank you in advance for your reply. If there is a different process that I need to follow, I would be happy to do so. Rick Pilgrim; 720-369-9446

| | |
|---|---|
| **From:** | gregorireed |
| **To:** | Carolyn Poissant |
| **Cc:** | Walt Harder; Bill Almquist; David Lady; Christy Doon |
| **Subject:** | Re: FW: Questions about the proposed 5H-LLC development |
| **Date:** | Tuesday, July 15, 2025 5:55:55 PM |
| **Attachments:** | image002.png<br>image003.png<br>image004.png<br>image005.png |

Hello Carolyn,

Thank you for the information....this is exactly the type of information we were hoping to learn when we initially requested a meeting with you last week.

Please understand that we (Cottonwood Green HOA, Crestone Mesa HOA, and Mesa Village HOA) are not against street access from our neighborhoods to the proposed 5H-LLC development to our south. Rather, we would like those connections to be strategic/specific to the two neighborhoods to the north (Cottonwood Green and Crestone Mesa similar to the street access to Mesa Village and Cochetopa Estates. Specifically, Cottonwood Green would connect to the easternmost section of the 5H-LLC development and end with a cul-de-sac). Crestone Mesa Drive would do the same with the middle/center section of the 5H-LLC development ( also dead ending in cul-de-sac), and the southwestern section of 5H-LLC (with the highest density units) would connect to CR 141A and CR 141 leading to CR 140.

This alignment would keep the integrity of the Cottonwood Green and Crestone Mesa neighborhoods intact (both neighborhoods are 95% single family homes) by including the above mentioned sections of the 5H-LLC development into our existing HOA's (e.g.---> the eastern section of the 5H-LLC becomes part of the Cottonwood Green HOA, the middle/center section of the 5H-LLC becomes part of the Crestone Mesa HOA, and the southwestern section of 5H-LLC has two entrances/exits (141 and 141A) and it creates its own HOA.

We (the Crestone Mesa, Cottonwood Green, and Mesa Village HOA's) believe the above alignment of residences and connecting streets best meets the needs of the three HOA communities adjoining the 5H-LLC property, maintains the intent of the Salida planning documents you've provided, and allows the creation of new homes/duplexs/and apartments in the Salida community that integrate aesthetically and safely into existing neighborhoods.

We (the Cottonwood Green, Crestone Mesa, and Mesa Village HOAs) are hopeful we can work together with the CIty Planning Department, the City Council, and Walt Harder to address our concerns and find solutions that everyone can support.

Sincerely,

Greg Reed-Cottonwood Green HOA Architectural Committee Chair
408 Cottonwood Circle
720-323-2116

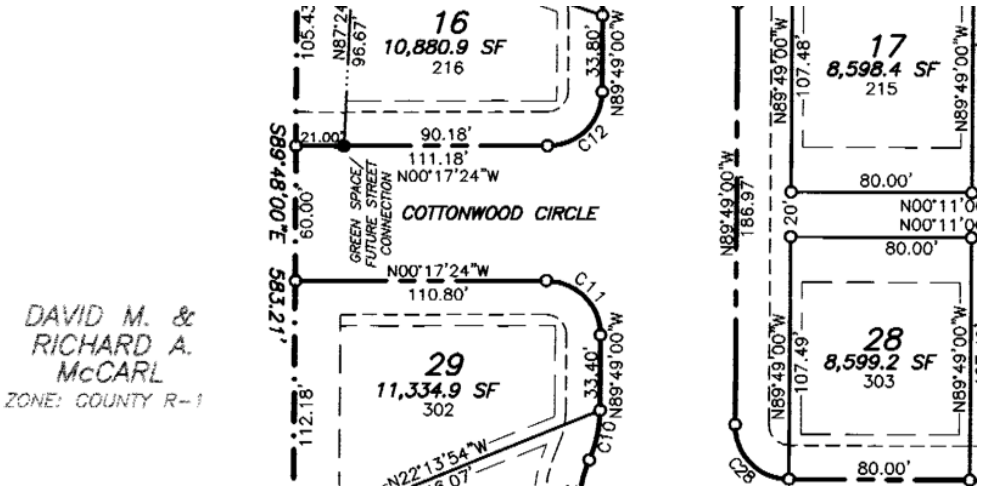
On Tue, Jul 15, 2025 at 4:24 PM Carolyn Poissant <Carolyn.Poissant@cityofsalida.com> wrote:

> Greg and Walt,
>
> In response to Greg's comments below and as background, the Cottonwood Green and Crestone Mesa subdivision approvals had explicitly included the stubbed out streets for connectivity to the property to the south. This is in keeping with city standards and good planning practice for health and safety. From our files, its pretty clear that street connections to the property to the south from both Crestone Mesa Drive and Cottonwood Circle were intended. See excerpts below from items presented to City Council.
>
> *Also, as a reminder, it is considered "Ex Parte" to have communications with Planning Commission or City Council about applications that have been noticed for public hearings (per attached).*
>
> **Crestone Mesa Subdivision**

**(7)** **Future Streets**. When a tract is subdivided into lots or parcels which are intended for future resubdivision, such lots or parcels shall be arranged so as to permit the logical location and opening of future streets and appropriate resubdivision, with provision for adequate utility easements and connectors for such resubdivision.

- The proposed subdivision provides adequate right-of-way for the proposed development in addition to future connection to the parcel to the south if it develops. Adequate utility easements and connectors have been provided to accommodate development of this parcel and subsequent development.

**Cottonwood Green Subdivision**




C. Improvements Standards (Chapter 11).

1) Road and Sidewalk Standards.

A) Streets - The proposed street meets the design standard for a local street. An attached 4' sidewalk is included on both sides of the street. The applicant is showing a future street connection on the south end of the property, the other option is on the west side of the property, or both.


**Carolyn Poissant, MLA, MPA, AICP**
*Senior Planner*
*Community Development Department*
Carolyn.poissant@cityofsalida.com
Phone: 719-530-2628



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**Carolyn Poissant, MLA, MPA, AICP**
*Senior Planner*
*Community Development Department*
Carolyn.poissant@cityofsalida.com
Phone: 719-530-2628

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**From:** gregorireed <gregorireed@gmail.com>
**Sent:** Tuesday, July 15, 2025 8:52 AM
**To:** Carolyn Poissant <Carolyn.Poissant@cityofsalida.com>
**Cc:** Tim Donnelly <tfdonnelly78@gmail.com>; Erin Hunter <erin@timberlinelaw.com>; Rick Pilgrim <rdpilgrim5191@gmail.com>; d95wentz@gmail.com; dan.shore@salidaelected.com; suzanne.fontana@salidaelected.com
**Subject:** Re: Questions about the proposed 5H-LLC development

Hi Carolyn,

We (the CWG and CM and Mesa Village HOA's) understand the meeting on July 28th is to review the annexation plan and zoning for the 5H-LLC. Please know that our major concern is the proposed street through CWG and CM connecting CR 140 and CR 160.

All of the HOA's bordering the proposed 5H-LLC development are against a through street through our neighborhoods adding scores (if not hundreds) of cars driving through our residential neighborhoods every day. Therefore, we are working with the developer (Walt Harder) to find a solution which would allow the 5H-LLC development to proceed without creating a through street through our neighborhoods. Something similar to the street connections existing in Mesa Village and Cochetopa Estates.

I"m assuming the City Planning Department and the City Council would be OK with any solution that we (CWG, CM, Mesa Village and Walt Harder) can come up with that accommodates the proposed 5H-LLC building densities and does not involve a through street through our neighborhoods. However, if this is not the case, please advise us now.

Thank you,

Greg Reed-CWG HOA Architectural Committee Chair

408 Cottonwood Circle

720-323-2116

cc---> Dan Shore, Suzanne Fontana, Carolyn Poissant

On Fri, Jul 11, 2025 at 8:04 AM Carolyn Poissant <Carolyn.Poissant@cityofsalida.com> wrote:

The Planning Commission meeting on July 28th is a public hearing to review the annexation and zoning and public comment is allowed. If you cannot attend, once the packet is posted, you may also submit comments regarding the agenda items to me via email, which will be included in the meeting record.

Again, no development proposal has yet been submitted, so Planning Commission will only be making a recommendation on the annexation and zoning of the property.

**Carolyn Poissant, MLA, MPA, AICP**
*Senior Planner*
*Community Development Department*
Carolyn.poissant@cityofsalida.com
Phone: 719-530-2628

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**From:** gregorireed <gregorireed@gmail.com>
**Sent:** Thursday, July 10, 2025 5:58 PM
**To:** Carolyn Poissant <Carolyn.Poissant@cityofsalida.com>
**Cc:** Tim Donnelly <tfdonnelly78@gmail.com>; Erin Hunter <erin@timberlinelaw.com>; Rick Pilgrim <rdpilgrim5191@gmail.com>; d95wentz@gmail.com
**Subject:** Re: Questions about the proposed 5H-LLC development

Hello Carolyn,

Couple of questions,

1. Where and what time is the Planning Commission meeting on July 28th….and are community members allowed to be present?

2. Is the Planning Commission meeting on July 28th a chance for community members to provide input.....or is it just when a developer presents his/her plans and community members are not allowed to comment, raise concerns, or suggest alternatives to the developers proposal **BEFORE** the Planning Commission makes any decisions/recommendations?

Greg

Greg Reed

408 Cottonwood Circle (Cottonwood Green HOA)

720-323-2116

On Thu, Jul 10, 2025 at 4:01 PM Carolyn Poissant <Carolyn.Poissant@cityofsalida.com> wrote:

HI Greg,

The Annexation and Zoning are the only applications submitted thus far, so we have no actual development plans to comment on or explain at this point. The best avenue for public comment is the Planning Commission hearing scheduled for Monday, July 28th.

If you have specific questions about the requirements for annexation and zoning, feel free to send them along and I can answer as appropriate.

**Carolyn Poissant, MLA, MPA, AICP**
*Senior Planner*
*Community Development Department*
Carolyn.poissant@cityofsalida.com
Phone: 719-530-2628

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**From:** Salida, CO <noreply@civicplus.com>
**Sent:** Thursday, July 10, 2025 2:45 PM
**To:** Carolyn Poissant <Carolyn.Poissant@cityofsalida.com>
**Subject:** Questions about the proposed 5H-LLC development

Name: Greg Reed
Email: gregorireed@gmail.com

Message: Hello Ms. Poissant, The Cottonwood Green, Crestone Mesa, and Mesa Village HOA's have met to review the proposed 5H-LLC development which will a butt our neighborhoods and we have some questions. We respectfully request a meeting with you and/or Bill Almquist so we have an understanding of the City requirements/expectations of any development built on this property. Thank you.

**From:** DENISE WENTZ
**To:** Bill Almquist; Carolyn Poissant; planning@cityofsalida.co
**Subject:** Reconsideration of 5-H zoning recommendation
**Date:** Thursday, July 24, 2025 7:03:18 AM

---

July 24, 2025

I am Denise Wentz. My husband, Dr. Ralph Wentz, and I reside at 220 Mesa Court in the Mesa Village subdivision. Our property borders the land owned by 5-H LLC who is requesting annexation into the City of Salida as a R3 zoned area.

I have strong objections to the annexation of this property as proposed with R3 zoning.

The 5-H property is surrounded by primarily single-family custom homes. The Cottonwood Green, Crestone Mesa, Cochetopa Estates, and Mesa Village subdivisions were built essentially as R1 zoning. Mesa Court and Cochetopa Estates are presently zoned R3, but your recommendation is changing the zoning to R2 to be compatible with the other subdivisions with the adoption of the new land use code. With this change, the 5-H land will be surrounded by R2 zoned subdivisions and the golf course.

Putting a R3 high-density subdivision with 8 apartment buildings in this area and next to the golf course IS NOT "**consistent and compatible with zoning and densities of the majority of the adjacent properties"**. This plan will not mesh with the neighborhoods. This major subdivision as proposed would not only dramatically change the character of the neighborhood but also negatively affect the value of surrounding homes and properties (over 200 in 4 subdivisions). For example, Jason and Tamara Gobin had a buyer cancel a contract on their home in Cottonwood Green after learning of this proposal. This is just the beginning of the erosion of property values on the mesa.

The 2022 Chaffee County housing needs assessment determined that Chaffee County will require an additional 1,105 housing units. This is based on a projected 570 new jobs created by 2027. Presently, Chaffee County has several high-density subdivisions and planned developments approved and in various stages of completion. I am sure I am missing some.

In Salida they include:

1. Confluence Park with Salida Ridge Apartments
2. Two Rivers
3. Angelview Townhomes
4. Angelview Apartments
5. West End
6. Jane's Place
7. Dreamer Street
8. Mesa Ridge
9. 1st and D Apartments
10. South Ark (950 units)
11. Salida Crossings Apartments
12. Oak Street Condos
13. Cleora North
14. Salida East (tiny homes)
15. Biker and Baker

In Poncha Springs they include:

1. Tradewinds I

2. Tradewinds II
3. Poncha Meadows I
4. Poncha Meadows II

In Buena Vista they include:

1. The Crossings
2. The Boulders
3. Carbonate Street
4. The Farm

This is a total of 23 major subdivisions, that I am aware of, which I estimate would be over 3,000 housing units for a county where the population as of the 2020 census was 19,476.

My estimate of the new housing units in Salida alone is over 1,500. Completion of the above already approved high density housing developments in Salida will more than "**accommodate appropriate development densities to support the housing goals of the city**".

My husband and I always knew that this property would be developed. We are not opposing annexation with a subdivision. We are opposing this proposed plan which is not at all "**consistent and compatible**" with the surrounding neighborhoods of single-family custom homes.

I plead with you to withdraw your recommendation for approval.

Respectfully,

Denise Wentz

| | |
|---|---|
| **From:** | Carolyn Kuchinsky |
| **To:** | Carolyn Poissant |
| **Subject:** | 5H-LLC Development Concerns for 7/28/25 Planning Mtg |
| **Date:** | Saturday, July 26, 2025 1:36:19 PM |
| **Attachments:** | C Kuchinsky Letter.pdf |

You don't often get email from thirstyck@gmail.com. Learn why this is important

*(Signed PDF letter attached)*

To: Salida Planning Commission
c/o Ms. Carolyn Poissant, Senior Planner

Re: 5H LLC Development

I am writing to formally express my concerns regarding the proposed 5H LLC high-density development which is being considered for construction adjacent to my Cottonwood Greens neighborhood.

I, along with many others in Cottonwood and neighboring developments, have deliberately chosen to live here because of the peaceful environment it offers. We have invested both emotionally and financially in our homes, drawn by the quality of life this neighborhood provides, which is why I am deeply concerned about the negative impacts the proposed development could have on our way of life.

I believe a more balanced approach to development, one that takes into account the needs and concerns of existing residents, is essential to maintaining the livability of our neighborhood**.**

**We attempted, to no avail, to work with the developer on specific, small recommended changes for a win-win solution. For example, A possible solution was to redesign the placement of the highest density apartment to the other side so access goes to the Main Road.**

My key objections are based on the following points:

1. **Traffic Congestion**: The proposed development will increase

traffic flow through our small enclosed development street that is already seeing considerable wear and tear and is difficult to get the City of Salida's attention to fix issues.

2. **Disruption During Construction**: *** IF NOTHING ELSE GETS RESOLVED, LET'S MAKE SURE ACCESS THROUGH COTTONWOOD FOR CONSTRUCTION VEHICLES IS PROHIBITED ***** Based on similar developments, the construction phase could last 5 years or more. The daily presence of construction vehicles and heavy machinery on our local street will significantly affect the quality of life for residents with increased noise, air pollution, and the potential destruction of our roads due to the constant movement of large vehicles leading to further deterioration.

3. **Compatibility with Existing Zoning**: The proposed development is out of scale with the existing character of the neighborhood. High-density construction could undermine the architectural and cultural identity of the area, leading to a stark contrast between the new development and the surrounding residential properties.

4. **Lack of Community Consultation**: There has been insufficient consultation with local residents regarding the scale and design of the project. A project of this magnitude should involve deeper community engagement, particularly given the potential long-term impact it will have on the neighborhood.

I urge the Planning Commission to reconsider approving this development as planned and hope that my objections will be taken into account as the planning process moves forward.

Yours sincerely,

Carolyn Kuchinsky
403 Cottonwood Circle
Salida, CO  81201
thirstyck @gmail.com
435-503-0551

## 5-H LLC APPLICATION TO CITY OF SALIDA

**CONCERNS:**

There is potential material environmental impact of the proposed project density, which would impact adjacent neighborhoods as follows:

- The increased traffic through low density neighborhoods that lack the infrastructure to serve such traffic has not been considered.
- There would be considerable light and noise pollution to adjacent neighborhoods associated with proposed surface parking lots serving proposed apartment units, along with auto headlights and noise serving the proposed development and the spine roads.
- There is considerable risk of damage, injury and trespass due to proposed adjacency to the golf course creating potential and unnecessary liability to the City, in which errant golf balls already cause frequent damage to adjacent properties.
- The proposed density is incompatible with the adjacent communities and will not strike a balance between the existing communities, ongoing environmental sustainability and quality of life overall.

This application grossly contradicts the online "mission statement" on the website of Harder Real Estate. To quote Harder's bio: "*Walt worked on ranches as a young man and never lost the love for wide-open spaces, gurgling brooks, and grand views. Fueling that passion, he owns and operates Timber Creek Ranch – a 7,700-sq-ft ranch home on acreage that embodies all that is wonderful about Colorado."*

In essence, this is a land development application in which density is maximized to the benefit of only the land developer for profit motive (and questionable long term "skin in the game) but would not benefit any of the other existing property stakeholders, including the City. It does not need to be a cram-down approval process but instead has the potential to engender pride by all stakeholders through careful planning of a cohesive community that benefits all.

## 5-H LLC APPLICATION TO CITY OF SALIDA

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**From:** marchaserentals@gmail.com
**To:** Carolyn Poissant
**Subject:** Against 5H LLC
**Date:** Monday, July 28, 2025 7:52:00 AM

---

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

Carolyn,

Babes and I are against Harder and Diselin Developing the 15 acres south of Cottonwood Greens because of the following reasons:

Building over 96 units will cause a traffic concern.
In CWG we have several disabled folks , young families with youngsters and a lot of us are grandparents having young grandchildren. They love to play on the sides of the street. Having this amount of cars going through CWG could be detrimental.

Our property values will go down if they are allowed to build 96 or more units. The extra traffic will cause a reduction in our property values. Jeff Post a local realitor told me this.

Development is something we can't prevent but we can offer guidelines! My suggestion is have the zoning at R1 not R3 as they would like. The people that live here, built our homes, pay for what we need supporting the city is what you want to continue, supporting us.

Another suggestion is to have the developers incorporate their building as CWG 2 building beautiful custom homes as what is in CWG. This would be "the" most desirable place to live. And the city would have an added bonus being a supporter of this R1 density with CWG 2.

Please listen to what we want! We live here. Building Cracker Jack box houses with a selling price of 1M with most probably vacant isn't the ideal situation. On F St they have Cracker Jack box condo listed for 1M each! Who buys these? They are vacant, haven't sold. Folks here in Salida cannot afford to sell their current house and buy 1M Cracker Jack houses! It just isn't happening!

Please listen to what WE would like. Our elected officials are put into office by US.

Thank you

Sincerely,
Cherith and Babes Marchase

Sent from my iPhone

| | |
|---|---|
| **From:** | Carolyn Poissant |
| **To:** | Carolyn Poissant |
| **Subject:** | FW: 4H Development |
| **Date:** | Monday, July 28, 2025 2:43:37 PM |

---

**From:** Stephanie Friday <steph@xancreative.com>
**Sent:** Monday, July 28, 2025 12:37 PM
**To:** City of Salida Planning <planning@cityofsalida.com>
**Subject:** 4H Development

> You don't often get email from steph@xancreative.com. Learn why this is important

We own in the Crestone Mesa neighborhood, and are AGAINST the 4-H Development being considered at the meeting July 28, 2025. Thank you for your consideration.

Stephanie
144 Mesa View Lane
Salida, CO

Stephanie Friday

c 720.220.4150

www.xancreative.com

| | |
|---|---|
| **From:** | Carolyn Poissant |
| **To:** | fbomer@salidaplanning.com; Greg Follet; Kenny Layton; gkriebel@salidaplanning.com; Dan Bush; aderwingson@salidaplanning.com; Brian Colby; Salty Riggs; Sara Walsh |
| **Subject:** | FW: Change.org petition re 5-H A&Z |
| **Date:** | Monday, July 28, 2025 12:37:00 PM |
| **Attachments:** | image001.png |

FYI

**Carolyn Poissant, MLA, MPA, AICP**
*Senior Planner*
*Community Development Department*
Carolyn.poissant@cityofsalida.com
Phone: 719-530-2628

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**From:** Sue Sulley <suesulley@mac.com>
**Sent:** Monday, July 28, 2025 8:55 AM
**To:** Carolyn Poissant <Carolyn.Poissant@cityofsalida.com>; City of Salida Planning <planning@cityofsalida.com>
**Subject:** Change.org petition

> You don't often get email from suesulley@mac.com. Learn why this is important

We've put out a petition on change.org to solicit signatures regarding the 5H development on the mesa. The link is https://chng.it/swmWhDSMxV. And there are over 105 signatures of support.

Can you access our petition and signatures? I put these addresses on the page so you should either get notices or can access them.

Please update me before the meeting planned for this evening.

Thank you,
Sue Sulley
304 C Cottonwood Cir
209/345-3910
suesulley@mac.com

**From:** Tommy Sherwood
**To:** Carolyn Poissant
**Subject:** Fw: Opposing 5H throughway
**Date:** Monday, July 28, 2025 10:24:19 AM

---

**Tommy Sherwood**
*Planning tech,*
*Community Development Department*

**tommy.sherwood@cityofsalida.com**
**P:** 719-530-2638
448 E First Street, Suite 112, Salida, CO 81201
**cityofsalida.com**

---

**From:** LESLIE JORGENSEN <lesliejf@icloud.com>
**Sent:** Monday, July 28, 2025 9:55 AM
**To:** City of Salida Planning <planning@cityofsalida.com>
**Subject:** Opposing 5H throughway

You don't often get email from lesliejf@icloud.com. Learn why this is important

Hello
As a member of the Crestone Mesa Community and the Salida community, I'm concerned about the construction of a high-density subdivision next to Crestone Mesa. I'm very much opposed to making a through-way road that takes so much traffic through our small, one road community. I humbly request a traffic study be done before approving this project to ensure that it doesn't negatively impact the communities around it.

While I do support finding ways to build more affordable and accessible housing in Salida, we want to do all we can to maintain the character and slower-pace of Salida. Please, let's plan carefully and not lose that in the process.

Leslie

**Leslie Jorgensen**
107 Crestone Mesa Dr, Salida, CO
(303) 931-5530
www.lesliejorgensen.com

**From:** Tommy Sherwood
**To:** Carolyn Poissant
**Subject:** Fw: Please reject 5-H LLC rezoning recommendation as currently proposed
**Date:** Monday, July 28, 2025 10:24:14 AM

---

I'm forwarding on to you the emails I'm getting that you are not also copied on


**Tommy Sherwood**
*Planning tech,*
*Community Development Department*

**tommy.sherwood@cityofsalida.com**
**P:** 719-530-2638
448 E First Street, Suite 112, Salida, CO 81201
**cityofsalida.com**


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**From:** Julia Kintsch <jkintsch@gmail.com>
**Sent:** Monday, July 28, 2025 10:11 AM
**To:** City of Salida Planning <planning@cityofsalida.com>
**Subject:** Please reject 5-H LLC rezoning recommendation as currently proposed

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

Dear Planning Commissioners,

I respectfully submit my opposition to the 5-H LLC annexation, rezoning and road connections as currently recommended and request that the Planning Commission redirect staff and the developer to fully address compatibility issues and neighborhood concerns regarding density and traffic.

The proposed high-density development is neither consistent nor compatible with the adjacent land uses and development. Nor is this level of density needed to meet the City or County's projected housing needs. In addition, traffic routing through existing R-2 neighborhoods poses significant safety and quality of life concerns.

I and my neighbors would be grateful for the opportunity to engage in dialogue with City Planning staff to register our concerns and ideas for a more compatible development proposal that is respectful of the existing neighborhoods and the soul of the City about which we all care.

Kind regards,
Julia Kintsch
108 Crestone Mesa Dr., Salida CO 81201

**From:** Shirley Pekala
**To:** Carolyn Poissant
**Subject:** Opposition to 5H-LLC proposed development
**Date:** Monday, July 28, 2025 2:56:24 PM

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> You don't often get email from sapekala@icloud.com. Learn why this is important

My husband and I own one of the condominiums in the back of Cottonwood Green that backs up to the the golf course and undeveloped area.We object to the Cortona Courts Condominiums being referred to as apartments and to them being used as an example of R-3 high density housing adjacent to the proposed 5H-LLC development. These units are individually owned and currently there are 16 people total living in the 9 condominiums. They are also of high property value with the average tax assessment by the city of Salida in 2023 to be $699,407. Using these residences to justify building 8 apartment buildings in the proposed development is not a logical or appropriate comparison.

We are also concerned about the increase in traffic through the Cottonwood Green neighborhood with the primary spine road being Cottonwood Circle. Adding 96 dwellings with even just one car per dwelling plus having a cut through from CR 140 to CR 160 will negatively impact the safety of drivers, cyclists and pedestrians. We would like to request the city do a Traffic Impact Study (TIS) to include existing and future traffic on surrounding roadways so that the TIS can be included in the consideration of this development.

Chaffee County requires a Traffic Impact Study Level Three Assessment if any of the following exist:

The TIS is an in-depth analysis of the traffic impacts of a proposed development, including an identification of all measures required or recommended to maintain an acceptable level of service on a public road or right-of-way.

The County may require a TIS if any of the following conditions are identified as part of the proposed development:

a. The proposed development includes a rezoning;
b. The County determines that the impact of the proposed development may require a change to the classification of an impacted road;
c. The proposed development results in a net ADT increase of at least 20 percent on an arterial, major collector, or minor collector road;
d. The County determines that the impact of the proposed development may require functional changes to intersection control; or
e. The results of the TA identify that further evaluation is required.

We know that the City of Salida does not require a Traffic Impact Study. However whether the 5H-LLC property is governed by Chaffee County or the City of Salida the traffic patterns will be the same and the proposed development does include rezoning. Hence the request that a TIS be done is not unreasonable.

The 5H-LLC development only has 7 single family homes that are similar to the homes in the 5 surrounding neighborhoods. The present concept of the development presents a huge variety of housing units including compact single family homes, duplexes, townhouses and walk up apartments that are inconsistent with surrounding neighborhoods. It is the mix of housing types and high density of this proposed development that we are objecting to. A plan more in line with what already exists in Cottonwood Green, Crestone Mesa, Cochetopa Estates, Mesa Village and Mesa Court would be more appropriate and most likely would not have as much negative feedback as the current plan is getting.

Thank you for your consideration in this matter.
Phil & Shirley Pekala
306 C Cottonwood Circle

**From:** Tina Fang
**To:** Carolyn Poissant
**Subject:** Please limit 5H
**Date:** Saturday, July 26, 2025 12:26:01 PM

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> You don't often get email from fangergirl71@gmail.com. Learn why this is important

Dear P&Z,

I am writing to ask you to please limit the density of the proposed 5H development. It is going to have an impact on our town no matter how it shakes out but please consider:

* less units/density
* requiring more inclusive housing if approved
* simultaneously adding and improving bike lanes on 140, Poncha, 160, and include safety curbs/bumpers or orange pylons of some sort - bikers need to be protected with all the additional cars in this area.
* require more open space/green space
* limiting the amount of through streets through neighborhoods like Crestone Mesa and Cottonwood Green. They were not designed with this amount of through traffic in mind. Route the traffic to larger, main roads that already have a lot of traffic

More density at the expense of this special town's character will not fix the housing crisis. We need strategic, sustainable & smart growth.

Please, please slow down and consider these possibilities & consequences. Please.

Tina Fang
Salida Resident

**From:** Kimberly Anderson
**To:** Carolyn Poissant
**Subject:** Please limit density & add more inclusionary housing for 5H
**Date:** Saturday, July 26, 2025 12:51:14 PM

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> You don't often get email from vintagekra@gmail.com. Learn why this is important

Dear Planning & Zoning,

I urge you to require R-2 zoning for the proposed 5-H development, not R-3.

**R-2 zoning strikes a balance.** It allows for modest, incremental growth through single-family homes, duplexes, and ADUs, which is in keeping with the current character of the surrounding neighborhoods.

**R-3 zoning brings significant risks**:

- It will dramatically change the character of existing neighborhoods.
- It will increase traffic and parking congestion on streets that were never designed for this type of high-density development.
- And it will put pressure on water, sewer, and stormwater systems that may already be at or near capacity.

R-3 zoning opens the door to **high-density multi-family construction "by right,"** meaning large developments can go in with little public input — regardless of whether they serve our community's actual needs.

**Affordable housing does not require R-3 zoning.** In fact, many communities are finding that encouraging small-scale, owner-occupied housing — like duplexes and ADUs — creates affordability without sacrificing livability.

And why don't we raise our **inclusionary housing minimums**?

Currently, Salida requires only **12.5% to 16.7%** of new housing developments to be deed-restricted for affordability. But:

- Over **40% of renters** in Chaffee County are cost-burdened.
- The **AMI is rising faster than wages**, meaning housing marked as "affordable" may still be out of reach for local workers.
- Other towns — like **Basalt, Crested Butte, and Telluride** — require 20%–25% and are exploring even higher thresholds.

We have a responsibility to grow intentionally, not reactively.

Thank you,

Kim Anderson
Salida resident

**From:** Lizzie Farnsworth
**To:** Carolyn Poissant
**Subject:** Please listen/No High Density Development
**Date:** Monday, July 28, 2025 12:33:11 PM

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> You don't often get email from lizziefarnsworth2@gmail.com. Learn why this is important

Hello,
My name is Elizabeth Farnsworth and I live in the Cottonwood Green neighborhood in Salida, I own a small business on F street and my husband Corey Farnsworth is a builder here in Salida. I am writing to you to please vote no on the high density development proposed by Walt Harder. This is not the space for high density buildings. My family and I are very concerned about the impact this proposed development will have on our neighborhoods.

If you vote yes to the proposed high density building 5H LLC will destroy the Mesa neighborhoods, bringing disruption of community character and aesthetics. Salida is losing its charm with all of the high density buildings happening within town limits. I understand the notion of growing and changing with the times, however this is an opportunity to say no more high density buildings and start bringing back medium density neighbors to Salida.

I believe this project will create great safety concerns with traffic, reduce property values, and reduce desirability to live here in Salida. The Cottonwood neighborhood was not designed to take on 200 vehicles a day. This project is simply irresponsible and it seems it's all about how to make the most amount of money. Please vote no to annex this property to high density. This is a big moment for Salida, and I hope you can preserve the natural beauty of this town.

Thank you for your time,
Elizabeth Farnsworth

**From:** Tim Donnelly
**To:** Carolyn Poissant
**Subject:** Proposed 5H annexation, R3 Density request & future development plan
**Date:** Monday, July 28, 2025 3:13:28 PM

---

1) Salida is a small mountain town, so why do we need so much R3 high density construction? If residents wanted this much density, they would move to the front range or the I-70 corridor. Wouldn't a mixture of R2 and R3 density provide a better variety of homes and neighborhoods for the community?

2) The R3 high density development request will provide some less expensive housing because these smaller lots will cost less. However, none of these homes will actually be affordable housing with an estimated minimum cost of $500,000. How many jobs in this City & surrounding community provide the income to support these home purchases and mortgages?

3) From the outside looking in, it really appears that the City of Salida is really pushing for more R3 high density developments instead of providing a variety of developments to suit all different needs. The H5 developer would have only purchased the land if he knew that the city was supportive of this development. Both an R2 and R3 development would be profitable for the developer, so why haven't we seen any potential R2 development plans for 5H. If the R3 density is approved, then there will be no real hurdles in preventing the 5H development with its R3 high density plan.

4) The proposed connector street running from HWY 140 to HWY160 will create a significant amount of traffic and unsafe living conditions for 5H, Cottonwood Green and Crestone Mesa. How much traffic will be running through these residential neighborhoods with 5H's proposed 96 units with 2 cars per unit and additional new consumer & commercial traffic cutting through these areas?

Thank you
Tim Donnelly
Cottonwood Green HOA

**From:** Carol Pilgrim
**To:** Carolyn Poissant
**Subject:** Proposed 5H Development
**Date:** Saturday, July 26, 2025 3:52:17 PM

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> You don't often get email from cpilgrim5280@gmail.com. Learn why this is important

Dear Ms. Poissant. I am writing to express my concerns about the 5H Development that will be adjacent to our neighborhood, Cottonwood Green. Though when we built our house in 2012 we were aware of the land to the south of us and the possibility of it being developed, we had no idea that the City of Salida would approve such a high density development. As the property is surrounded by single family homes it only made sense that any development would be similar to its surrounding neighborhoods. Allowing the density and amount of traffic to and from this 5H neighborhood would impact the surrounding houses, roads and safety of children. This plan should have been presented to the adjacent neighbors long before this proposed plan went into motion. We should have had our input considered by the City of Salida.

Please reconsider this proposed plan and look at other options such as all single family homes on bigger lots similar to all of the surrounding neighborhoods. Construction of this magnitude that is presently proposed would be extremely disruptive to all sides. People who live on the border of the new development have had quiet enjoyment of their homes for decades. They will experience Private Nuisance for years and years to come if this project is allowed. If they try to sell their homes they will realize a significant loss in value due to the light, noise and activity of the buildings next to them and also the heavy amount of traffic on their streets.

Traffic through all adjacent neighborhoods will be greatly increased beginning with all of the construction vehicles coming and going. Children will not be able to play in front of their homes or ride their bikes on their once quiet streets. Huge, heavy trucks will be coming and going all hours of the day and the street pavements will be torn up for years. Once development is complete, hundreds of cars will be driving through all of our neighborhoods making it unsafe for children to be active in front of their own homes.

The solution, as we all know, is to scale back the density of this proposed development. Build single family homes similar to its adjacencies. Don't allow apartments next to once quiet homes and a picturesque city golf course. Please, please consider all of the Salida families who will be adversely affected by this proposed development. Think of all of the long time residents and the families with children. Please adjust this plan to single family homes on normal size lots. Thank you for reading my letter.

Sincerely,
Caroline Pilgrim
308 Cottonwood Circle, 303-437-4253

**From:** Mike Luchetta
**To:** Carolyn Poissant
**Subject:** proposed -5H-LLC Development
**Date:** Monday, July 28, 2025 11:48:26 AM

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> You don't often get email from mike@mllpc.net. Learn why this is important

Ms. Poissant,

I am writing to you to express my grave concerns about the 5H-LLC development. I plan to attend the July 28, 2025, meeting of the planning Commission, but I understand it is worthwhile to express these concerns directly to you in advance of that meeting.

The primary concern I have is with the density of the proposed development. The number of proposed units (96) would severely and adversely impact the amount of traffic on the neighborhood streets which would lead to the new development , changing the character of the neighborhoods and adversely impacting lifestyle, as well as negatively impacting the home values. I am also very concerned the streets are not nearly wide enough to absorb the increase in traffic.. I also strongly believe the traffic of such a high-density development will adversely impact the associated safety and lifestyle of the surrounding neighborhoods. Such a high-density development, access to which will undoubtedly go through the Cottonwood Green neighborhood, as well as other existing neighborhoods, , will negatively impact home values . I am even aware of one home having already that lost a sale opportunity due to this pending development.

The proposed Development will not only impact lifestyle and home values in the Cottonwood Green neighborhood, but I also question how much it cost the City of Salida for the associated infrastructure. While the City may charge tap fees to recover some, or even all, of the cost of the water and sewage, there is already a problem with low water pressure in the neighborhood. . Unless the City is able and willing to increase the water pressure – which may include further tapping into to alternate water sources - the impact will potentially be disastrous for the homes in the Cottonwood Green neighborhood, as well as other neighborhoods surrounding the proposed development.

I am also concerned that the roads though the surrounding neighborhoods 9especially Cottonwood Green) are not designed to withstand the heavy equipment and construction traffic.

There simply is no good reason to have a high-density development created in an area which will destroy the existing neighborhoods. The claim that the high-density

development twill create more “affordable” housing is simply not true, as we have seen time and time again throughout Salida. The new homes will not be affordable, but the development will certainly reduce the value of the existing neighborhoods.

As somebody who was born and raised in Salida, I am distressed by what is happening to our town, in the guise of creating affordable housing. Again, I have no doubt the new development will not create anything resembling affordable housing. Worse, the proliferation of the high-density housing units going up all over town are destroying the charm that makes Salida such a wonderful place to live, and its being as a destination. The high-density developments are causing Salida to become another Breckendridge – and that is not at all a good thing.

Sincerely,

Michael L., Luchetta
216 A. Cottonwood Circle,
Salida, CO 81201
719-459-0657

**From:** kathi Belyea
**To:** Carolyn Poissant
**Subject:** Proposed Zoning of 5H LLC Project
**Date:** Monday, July 28, 2025 7:46:48 AM

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> You don't often get email from kathibelyea@hotmail.com. Learn why this is important

We have a home here in Crestone Mesa. We are vehemently opposed to the proposed R3 zoning. We understand that development happens, but this high density zoning is counter to the surrounding communities existing R2 character. It is our understanding that the proposed revised land use code changes all of the existing neighborhoods to R2. Allowing R3 would go against the new land use plan, and has NO regard for the citizens that live and invested in those communities.

The recent surge of high-density developments, exemplified by the proposed 5H LLC project, poses a threat to Salida as we know it.

These rapid developments are not just altering our town's landscape, but they're causing significant disruptions in our daily lives. Traffic congestion has visibly worsened, making our streets less safe and more stressful for both pedestrians and drivers. The scarcity of parking spaces during peak hours is particularly frustrating, leaving residents and business owners struggling to find spots near their homes or places of work.

More concerning is the undeniable strain these developments are placing on our infrastructure. Our water, sewer, and electricity systems are already operating at capacity. The added pressure from high-density projects could lead to system failures, affecting water quality and availability, sewage overflow, and power outages.

In Salida, community spirit and quality of life are cornerstones of our collective identity. Allowing high-density developments threatens not only our infrastructure but also the tight-knit community fabric that makes Salida a wonderful place to live.

While growth and development are often inevitable, they must be balanced with preservation and sustainability. We are not opposed to development but we need to resist this kind of density, lack of respect for impact on our community, roads, services and all the other things we hold dear here. We urge local government planners and officials to reconsider high-density projects and explore lower-impact alternatives that align with Salida's character. Implementing comprehensive urban planning strategies and public consultative processes can ensure that the voice of Salida's residents is heard and respected.

**From:** Clark Belyea
**To:** Carolyn Poissant
**Subject:** Proposed Zoning request for 5H LLC development
**Date:** Monday, July 28, 2025 9:03:08 AM

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As an established homeowner and taxpayer in a subdivision directly impacted by the proposed 5H LLC project, I am vehemently opposed to the requested R3 zoning, especially without any public input, particularly from those directly impacted by this request.

It is our understanding that the supply situation is overwhelming with currently a 9.5 month supply of condo's, townhomes & duplexes on the market, and a flood of new construction on existing and new subdivisions coming:

ON THE EAST SIDE:
-Two Rivers North and South separate neighborhoods. Still building in both neighborhoods.
-South Ark - owned by the city of Salida. They are hopeful to build 100's of units here off of CR 105 east -River Ridge (near Two Rivers North)
-Confluence (near Two Rivers South) Walt has built many apartments over there as well along Hwy 50 where apartments and high density housing belong.
-Cleora - Jeff Post is involved with partners on this 60+ approved development near the old Sale Barn to the east
-Flour Mill- The one Rob and Sarah Gartzman were approved to build. At least 14 units, maybe more
-Granzella's - Rusty's divided his large parcels into 4 for multiple projects 2 were just approved as new subdivisions. (Off Oak to Scott Street and the Arkansas River)
-The Dreamers and Do'ers will be multiple new duplexes on a large lot next to the new fire station on Oak St.
-Salida Crossings- off of Hwy 50. Huge!!!! Apartments and condos?
-The Mehos' old scraped off land on the corner on First St and D. City Owned - City project.

WEST SIDE:
-Janes Place off 3rd and 291
-3rd St to Mesa Lane: Right off of Hwy 291, Donnie Case proposing to add 40 lots on his property
-Mesa Ridge - supposedly capped at 17?

PONCHA SPRINGS:
-More Tailwinds off of Hwy 50 by Brent Townsend
-Poncha Meadows: Multiple more phases being planned

These developments are and will continue to place a strain on our water, sewer, and electricity systems. The city of Salida has already attempted to deny sewage service to Poncha Springs, indicating that the system is already at capacity. There is also an

obvious strain on the supply at our grocery stores, making obtaining food for our families a challenge at best.

We urge you to delay your recommendation and reevaluate this zoning request in partnership with the community you serve.  We all have chosen to live here for the beauty, the peacefulness and quality of life, including you.  Don't destroy the charm and character of Salida!

Clark Belyea

| | |
|---|---|
| **From:** | Carolyn Poissant |
| **To:** | bjoseph073@gmail.com |
| **Bcc:** | David Lady; Bill Almquist; Kathy Rohrich |
| **Subject:** | RE: 5H LLC annexation and proposed development |
| **Date:** | Monday, July 28, 2025 9:26:00 AM |
| **Attachments:** | image001.png |

Hello Mr. Joseph,

The current proposal is for annexation and zoning only. We do not yet have a formal application for the subdivision and as such, cannot comment on any specifics. An all-agency, all-department review will take place when a complete subdivision application is received.

**Carolyn Poissant, MLA, MPA, AICP**
*Senior Planner*
*Community Development Department*
Carolyn.poissant@cityofsalida.com
Phone: 719-530-2628

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:** Salida, CO <noreply@civicplus.com>
**Sent:** Saturday, July 26, 2025 12:43 PM
**To:** Carolyn Poissant <Carolyn.Poissant@cityofsalida.com>
**Subject:** 5H LLC annexation and proposed development

Name: Robert B Joseph
Email: bjoseph073@gmail.com

Message: Hello Ms. Poissant, I sent the following inquiry to Mr. Lady last week and have not yet received a response (see below). I hope you or Mr. Lady might be able to provide this information prior to the Public Hearing scheduled for Monday July 28th. In short I would like to know if the proposed development may result in any degradation of the existing fire flow capacity or the existing daily use capacity of the city water system in our Cottonwood Green neighborhood. thank you Bob Joseph 404 Cottonwood Circle 970-231-4242 Hello Mr. Lady, I am a resident of Cottonwood Greens gathering some background information regarding the 5H LLC annexation proposal adjacent to our neighborhood. Specifically, I am interested in information regarding the adequacy of the existing and proposed water infrastructure to provide for expanded daily use and fire protection. Do existing adjacent neighborhoods currently have adequate fireflow capacity as defined by the ISO and NFPA? Will the proposed new development have

adequate fire flow capacity at build out as defined by the ISO and NFPA? I look forward to hearing from you. Thanks, Bob Joseph 404 Cottonwood Circle 970-231-4242

| | |
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| **To:** | bjoseph073@gmail.com |
| **Bcc:** | David Lady; Bill Almquist; Kathy Rohrich |
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| **Date:** | Monday, July 28, 2025 9:26:00 AM |
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*Senior Planner*
*Community Development Department*
Carolyn.poissant@cityofsalida.com
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Email: bjoseph073@gmail.com

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adequate fire flow capacity at build out as defined by the ISO and NFPA? I look forward to hearing from you. Thanks, Bob Joseph 404 Cottonwood Circle 970-231-4242

**From:** jcrml7@aol.com
**To:** Carolyn Poissant
**Subject:** Stop the 5-H LLC annexation and zoning plan
**Date:** Friday, July 25, 2025 3:27:29 PM

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Hello!
My name is Celia Wool, and my husband, Dr. Ken Wool, and I live at 252 Mesa Court in Mesa Village. Our neighborhood is at Salida's western edge and is under threat from a proposed annexation and zoning change requested by 5-HLLC. The proposed site is an infill site, accessible only via a county road. It lacks appropriate infrastructure, and is nestled in a quiet, rural-feeling enclave that is at odds with this kind of density.

Allowing multi-story duplexes and apartments here would fundamentally alter the character we've spent years cultivating: an enclave of custom built single family homes, yards, views, and quiet streets - not a dense multifamily complex. Beyond the aesthetic shift, view loss and invasion of privacy that comes with these tall duplexes peering into single family backyards, this proposal WILL depress property values and expose our families to years of disruptive construction - all to satisfy developer ambitions, not community need.

Moreover, significant inventory is coming up - with multiple subdivisions and annexations underway AND existing inventory to support over 6 MONTHS. Why push high-density units into an area at the expense of established residents? Salida deserves thoughtful, place-based growth, not cookie-cutter sprawl (of ugly boxes with no style, no sense of place, and no accountability), in an enclave. This proposed annexation sacrifices the existing community for speculative growth. It is inappropriate, unnecessary, and harmful to residents who already call this neighborhood home. City Council should reject it outright.

I urge the City Council and to oppose this ill-conceived annexation. Let's preserve what makes Salida special - its character, community, and, one can hope, thoughtful planning.

Respectfully,
Celia Wool

**From:** Tommy Sherwood
**To:** Carolyn Poissant
**Subject:** Fw: 5-H LLC Annexation/Zoning
**Date:** Monday, July 28, 2025 4:24:44 PM

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**Tommy Sherwood**
*Planning tech,*
*Community Development Department*

**tommy.sherwood@cityofsalida.com**
**P:** 719-530-2638
448 E First Street, Suite 112, Salida, CO 81201
**cityofsalida.com**

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**From:** Rob Webber <Rob.Webber@cityofsalida.com>
**Sent:** Monday, July 28, 2025 4:17 PM
**To:** City of Salida Planning <planning@cityofsalida.com>
**Cc:** ROBERT JULIE <rjwebber123659@msn.com>
**Subject:** 5-H LLC Annexation/Zoning

To Whom It May Concern:
My name is Rob Webber. I own a home located at 208 Mesa Court in Salida and the adjacent vacant lot at 204 Mesa Court.

My comment regarding the 5-H LLC annexation and zoning application is I believe that the most appropriate zoning classification for this area should be R-2, not R-3.

My rationale for this statement is as follows: The draft zoning map displayed on the City of Salida website shows Mesa Court is proposed to be re-zoned R-2 from R-3, as this more accurately reflects the as-built condition and character of the neighborhood. The surrounding areas are also proposed to be zoned R-2 which includes Crestone Mesa, Cochetopa Estates, Cottonwood Green, and Mesa Court. Further, the most recent recommendation of the Planning Commission to City Council with regard to the Mesa Ridge subdivision is a R-2 zoning (with a limit on the total number of residential units).

As the owner the last buildable vacant lot on Mesa Court, I do completely support the revision of the zoning in this portion of the Mesa Village subdivision as this will most certainly preserve the character and charm of our beautiful neighborhood.
Regards,
Rob Webber

303-888-6137

**From:** Tim Donnelly
**To:** Carolyn Poissant
**Subject:** Proposed 5H annexation, R3 Density request & future development plan
**Date:** Monday, July 28, 2025 3:13:28 PM

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1) Salida is a small mountain town, so why do we need so much R3 high density construction? If residents wanted this much density, they would move to the front range or the I-70 corridor. Wouldn't a mixture of R2 and R3 density provide a better variety of homes and neighborhoods for the community?

2) The R3 high density development request will provide some less expensive housing because these smaller lots will cost less. However, none of these homes will actually be affordable housing with an estimated minimum cost of $500,000. How many jobs in this City & surrounding community provide the income to support these home purchases and mortgages?

3) From the outside looking in, it really appears that the City of Salida is really pushing for more R3 high density developments instead of providing a variety of developments to suit all different needs. The H5 developer would have only purchased the land if he knew that the city was supportive of this development. Both an R2 and R3 development would be profitable for the developer, so why haven't we seen any potential R2 development plans for 5H. If the R3 density is approved, then there will be no real hurdles in preventing the 5H development with its R3 high density plan.

4) The proposed connector street running from HWY 140 to HWY160 will create a significant amount of traffic and unsafe living conditions for 5H, Cottonwood Green and Crestone Mesa. How much traffic will be running through these residential neighborhoods with 5H's proposed 96 units with 2 cars per unit and additional new consumer & commercial traffic cutting through these areas?

Thank you
Tim Donnelly
Cottonwood Green HOA

| | |
|---|---|
| **From:** | adrian reif |
| **To:** | City of Salida Planning; Carolyn Poissant |
| **Cc:** | erin@timberlinelaw.com; dulaney.ryan@gmail.com; tfdonnelly78@gmail.com |
| **Subject:** | Public Comment re: 4H Development, 7/28/2025 Planning Commission Meeting |
| **Date:** | Monday, July 28, 2025 3:23:09 PM |

Dear Planning Commissioners,

I am writing to express my strong opposition to the staff's recommendation to approve the annexation and R-3 zoning of the 5-H LLC parcel adjacent to Crestone Mesa.

As a nearby resident, I am deeply concerned with the lack of public engagement, procedural transparency, and the potential negative impacts this development poses to our neighborhood and the broader Salida community.

## 1. Public Engagement Has Been Inadequate and Dismissive

It is deeply troubling that City staff has provided a recommendation on this annexation and zoning proposal **without meaningfully engaging the public** prior to the publication of the staff report.

- City staff have **declined to meet with residents** despite multiple good-faith requests.
- We were informed by staff that no further input would be accepted after the publication of the packet, effectively **cutting off residents from meaningful dialogue**.
- The developer held only one public meeting — with **limited notice and no genuine attempt to listen or adapt plans** based on resident concerns.
- Key decisions, such as the proposed road connection into Crestone Mesa, appear to have been made **without public discussion or disclosure**, and no alternatives were presented or considered.

This lack of transparency and public responsiveness undermines the spirit of Colorado's **Open Meetings Law** and raises serious concerns about compliance. Is it necessary to file a **Colorado Open Records Act (CORA) request** to better understand staff communications and internal decision-making related to the annexation and road access?

## 2. No Traffic Impact Study Has Been Completed

Despite the plan introducing **up to 192 additional vehicles** into a quiet, single-access neighborhood (Crestone Mesa), **no Traffic Impact Study (TIS) has been completed or shared** with the public.

- Crestone Mesa Dr. is a residential road designed for low volumes, and the addition of this development would **significantly alter traffic patterns, pedestrian safety, and emergency access.**
- Proceeding with annexation and zoning **without a TIS is irresponsible** and fails to meet the minimum standard of informed decision-making.

We respectfully request that no further approvals be granted until a comprehensive TIS is completed and shared with residents and commissioners.

## 3. R-3 Zoning is Incompatible with Adjacent Neighborhoods

The proposed R-3 High Density Residential zoning **is inconsistent with the existing zoning and character** of surrounding neighborhoods (Crestone Mesa, Cottonwood Green), which are primarily R-1 and R-2.

- Allowing R-3 zoning here would disrupt the intended planning continuity, increase density beyond what this infrastructure supports, and create a precedent for similar up-zoning without thoughtful integration.
- The Comprehensive Plan allows for discretion, and a more appropriate designation (e.g., R-2 or a context-sensitive Planned Development) would better respect neighborhood integrity and Salida's small-town values.

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## Conclusion

We are dismayed by the lack of professionalism and small-town accountability demonstrated thus far in this process. The voices of concerned citizens have not been heard. We urge the Planning Commission to **pause this annexation and zoning approval** and request:

- A completed and publicly reviewed Traffic Impact Study;
- Reconsideration of R-3 zoning in favor of lower-density alternatives;
- Transparent review of how public input and staff recommendations were handled.

Adrian Reif

104 N Mesa Park Ln

Salida, CO 81201

**From:** Kristi Keller
**To:** Carolyn Poissant
**Cc:** Bill Almquist
**Subject:** Fw: AUGUST 19 MEETING
**Date:** Tuesday, August 12, 2025 8:48:07 AM

---

Carolyn,

Please include the email below in your packet materials for the 5-H LLC applications.

**Kristi Keller**
*City Clerk*

**clerk@cityofsalida.com**
**P:** 719-530-2626
448 E First Street, Suite 112, Salida, CO 81201
**cityofsalida.com**

*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.*

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**From:** Cheryl Russell <russellcl@yahoo.com>
**Sent:** Monday, August 11, 2025 9:19 PM
**To:** Kristi Keller <kristi.keller@cityofsalida.com>
**Subject:** AUGUST 19 MEETING

> You don't often get email from russellcl@yahoo.com. Learn why this is important

Salida City Council Members I am Donald Russell and Cheryl Russell. We reside at 232 Mesa Ct. We are sending you this letter about our concerns about the proposed high density development in our area. This not only effects us but all the subdivisions in the surrounding areas. We do not feel the proposed development is consistent,compatible or meshing with our community. It will increase congestion to all areas. Our property value will decrease. Use of water will be a problem. Traffic congestion will increase. Will be bringing crime to our area. The proposed plan will back up directly against our property. Our lives will be changed forever. People in all surrounding areas have lived her for a long time enjoying the the beauty of Salida.We all have worked hard to be able to get our homes . We all value are homes and appreciate what we worked so hard to be able to live in the community. Sincerely, Don and Cheryl Russell

August 6, 2025

To: Salida city Council, Salida Mayor

I am Denise Wentz. My husband, Dr. Ralph Wentz, and I reside at 220 Mesa Court in the Mesa Village subdivision. Our property borders the land owned by 5-H LLC who is requesting annexation into the City of Salida as a R3 zoned area.

I have strong objections to the annexation of this property as proposed with R3 zoning.

The 5-H property is surrounded by primarily single-family custom homes. The Cottonwood Green, Crestone Mesa, Cochetopa Estates, and Mesa Village subdivisions were built essentially as R1 zoning. Mesa Court and Cochetopa Estates are presently zoned R3, but your recommendation is changing the zoning to R2 to be compatible with the other subdivisions with the adoption of the new land use code. With this change, the 5-H land will be surrounded by R2 zoned subdivisions and the golf course.

Putting a R3 high-density subdivision with 8 apartment buildings in this area and next to the golf course IS NOT "**consistent and compatible with zoning and densities of the majority of the adjacent properties"**. This plan will not mesh with the neighborhoods. This major subdivision as proposed would not only dramatically change the character of the neighborhood but also negatively affect the value of surrounding homes and properties (over 200 in 4 subdivisions). For example, Jason and Tamara Gobin had a buyer cancel a contract on their home in Cottonwood Green after learning of this proposal. This is just the beginning of the erosion of property values on the mesa.

The 2022 Chaffee County housing needs assessment determined that Chaffee County will require an additional 1,105 housing units. This is based on a projected 570 new jobs created by 2027. Presently, Chaffee County has several high-density subdivisions and planned developments approved and in various stages of completion. I am sure I am missing some.

In Salida they include:

1. Confluence Park with Salida Ridge Apartments
2. Two Rivers
3. Angelview Townhomes
4. Angelview Apartments
5. West End
6. Jane's Place
7. Dreamer Street
8. Mesa Ridge
9. 1st and D Apartments
10. South Ark (950 units)
11. Salida Crossings Apartments
12. Oak Street Condos
13. Cleora North

14. Salida East (tiny homes)
15. Biker and Baker

In Poncha Springs they include:

1. Tradewinds I
2. Tradewinds II
3. Poncha Meadows I
4. Poncha Meadows II

In Buena Vista they include:

1. The Crossings
2. The Boulders
3. Carbonate Street
4. The Farm

This is a total of 23 major subdivisions, that I am aware of, which I estimate would be over 3,000 housing units for a county where the population as of the 2020 census was 19,476.

My estimate of the new housing units in Salida alone is over 1,500. Completion of the above already approved high density housing developments in Salida will more than "**accommodate appropriate development densities to support the housing goals of the city**".

My husband and I always knew that this property would be developed. We are not opposing annexation with a subdivision. We are opposing this proposed plan which is not at all "**consistent and compatible**" with the surrounding neighborhoods of single-family custom homes.

I ask you not to approve the annexation.

Respectfully,

Denise Wentz

Outlook

## Annexation and Zoning of 5-H LLC Property

**From** Robert Webber <grandpadandp@gmail.com>
**Date** Wed 8/13/2025 8:12 AM
**To** Kristi Keller <kristi.keller@cityofsalida.com>; carolyn.poisant@cityofsalida.com <carolyn.poisant@cityofsalida.com>
**Cc** Robert Webber <grandpadandp@gmail.com>

You don't often get email from grandpadandp@gmail.com. Learn why this is important

To Members of Salida City Council:

Please take a pause and not approve Ordinance 2025-14, annexation of 5-H LLC property, and Ordinance 2025-15, the zoning of said property, at the August 19 city council meeting. More time, thought, and study is warranted for such a large and complicated in-fill project. There is nothing wrong with allowing additional time to more carefully study the issues associated with the development of this land parcel.

There have been many valid comments raised by concerned neighbors regarding the proposed development area. A traffic study, while not required, should be conducted as pointed out, for example.

Pausing would allow time for the current land use code re-write and zoning map completion to be sure that the proposed development would be consistent with future state vision.

Pausing would help to assuage some of the anxiety felt by neighbors and would allow time for additional dialog between the city, developers, and neighbors to collaborate on a successful outcome for all involved. Thank you for your consideration.....

Sincerely,
Rob Webber
208 Mesa Court
303-888-6137

# City Council Action Form

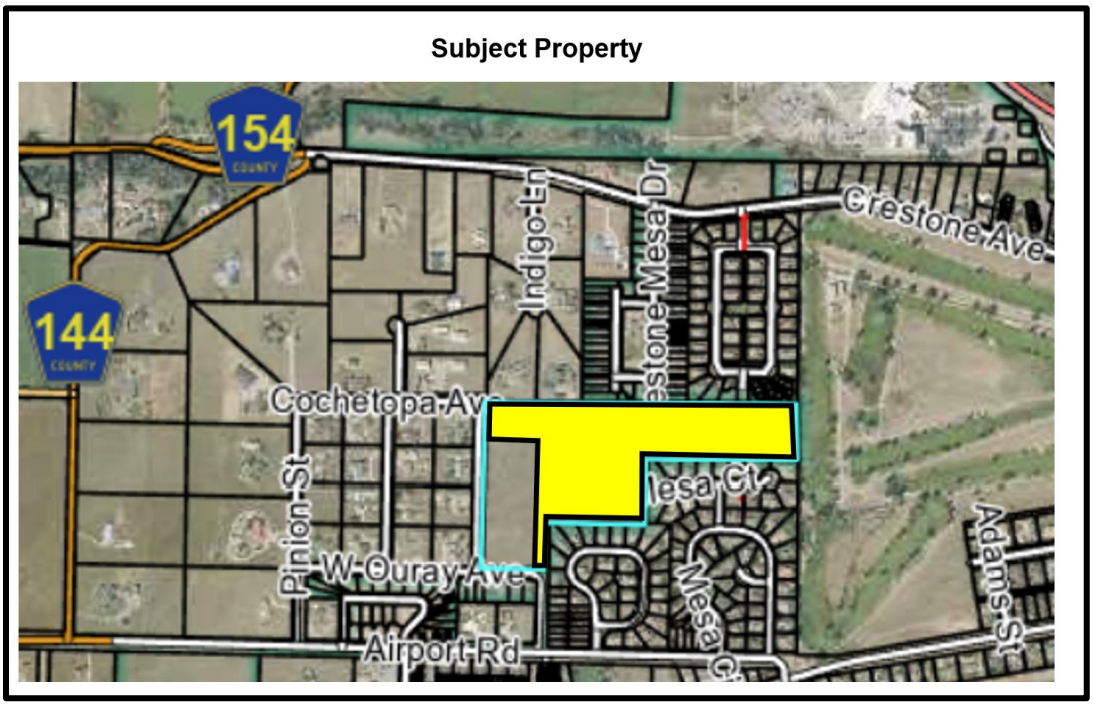
| Department | Presented By | Date |
|---|---|---|
| Community Development | Carolyn Poissant - Senior Planner | August 5, 2025 |

## Agenda Item

Ordinance 2025-15: Second reading and public hearing on the proposed zoning of High Density Residential (R-3) for the 5-H LLC Annexation

## Background

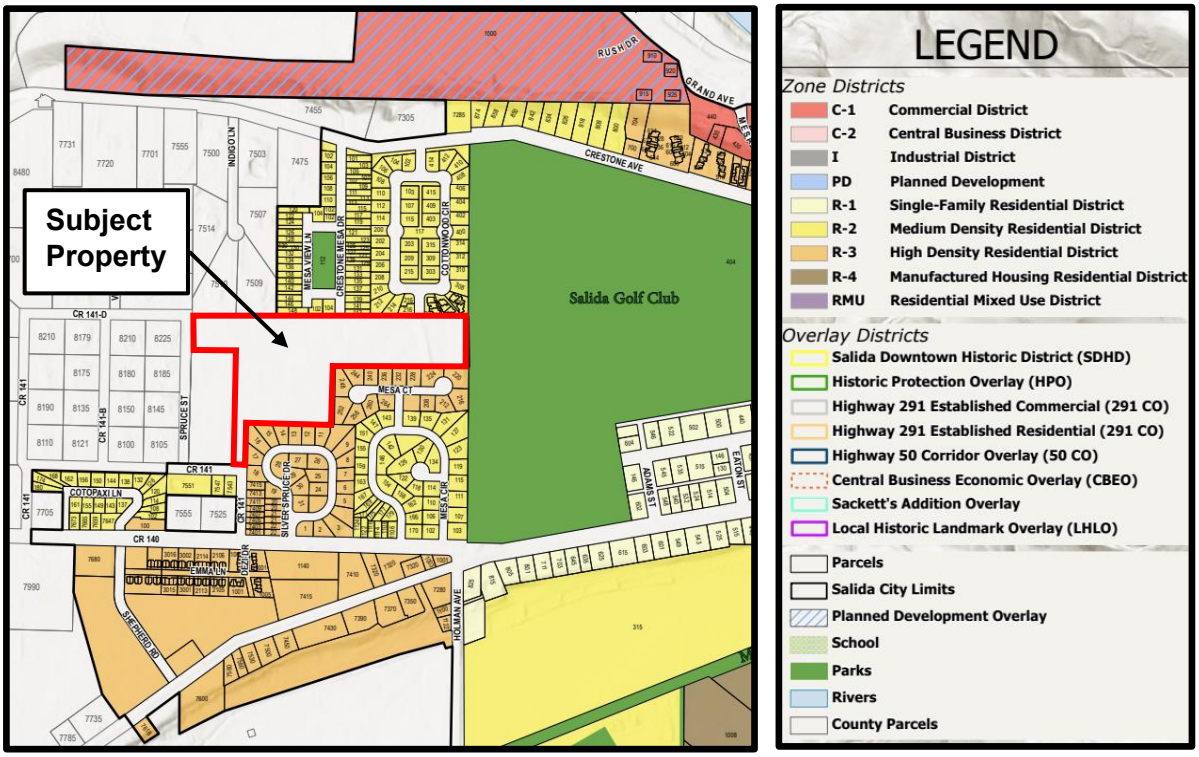
Following approval of the 5-H LLC Annexation a 15.06-acre portion of an 18.32-acre property (Parcel No. 368131400015) into the City of Salida, the applicants, 5-H LLC represented by Walt Harder, Dustin Hughes, and Britt Hughes have requested zoning the property R-3 High Density Residential.  The property is located east of Spruce Street and north of West Ouray Avenue.



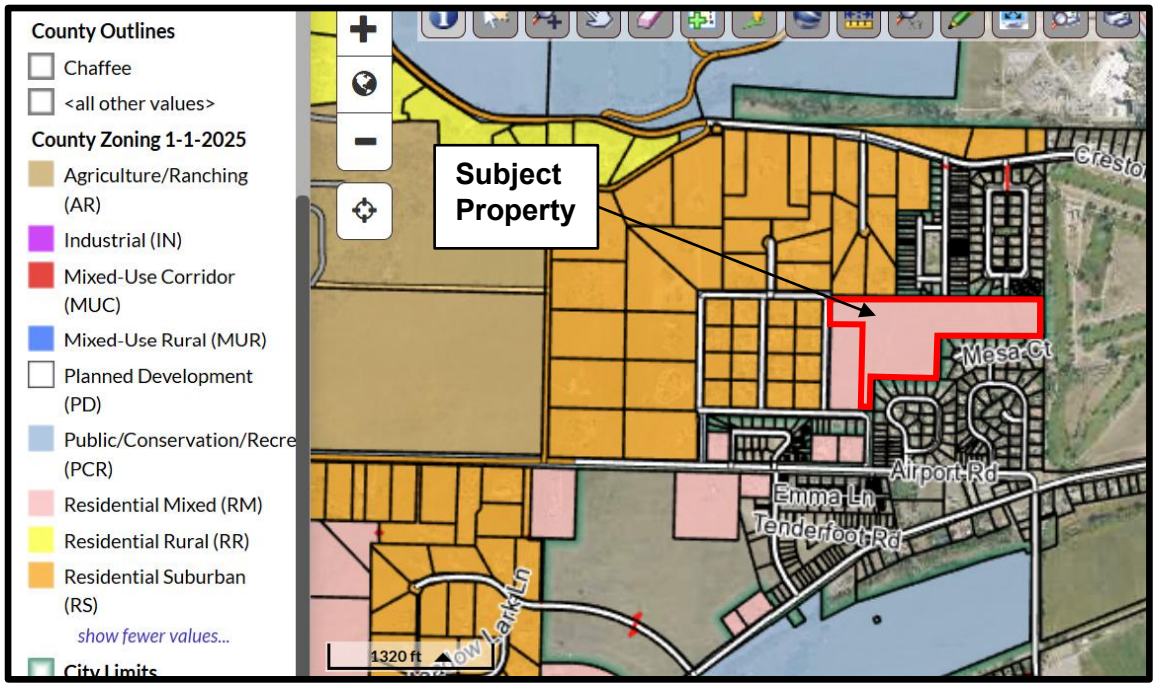

### Surrounding Land Use and Zoning

The site is currently zoned RM (Residential Mixed Zone District) in Chaffee County. Properties to the west remain in Chaffee County and are zoned RS (Residential Suburban). The remaining surrounding properties are within city limits and include the Crestone Mesa and Cottonwood Green subdivisions to the north; the Salida Golf Club (City of Salida property) to the east; and Mesa Village, Cochetopa Estates, and Annex and Winger Minor subdivisions to the south.

## City of Salida Zoning Map




## Chaffee County Zoning Map



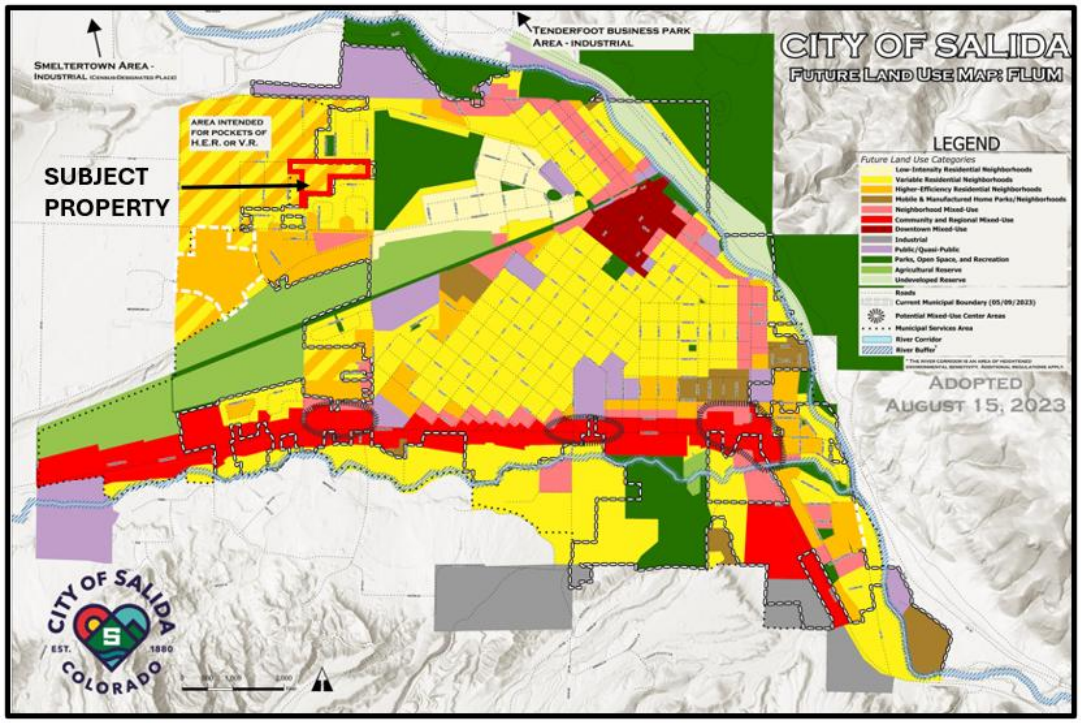
## Review Standards for Zoning Map Amendments (Section 16-4-210)

1. **Consistency with the Comprehensive Plan.** The proposed amendment shall be consistent with the Comprehensive Plan.

   The Comprehensive Plan indicates:

   - New development shall be within the Municipal Services Area (MSA) and be developed at maximum densities to make the best use of available infrastructure.
     - The proposed annexation lies within the MSA and will accommodate urban densities.
   - Proposals should include connections to pedestrian and bicycle corridors, have sufficient water, and promote innovative and energy efficient design.
     - The previously presented Conceptual Plan indicated the provision of an 8-foot concrete shared use path network through the proposed development.
   - Zoning should continue existing patterns of development.
     - Zoning of R-3 High-Density Residential would be consistent with the zoning found in the adjacent properties and would continue the regular pattern of zone district application.
   - The proposed zoning conforms with the city's Future Land Use Map, which calls for either Variable Residential Neighborhoods or Higher-Efficiency Residential Neighborhoods.

**Future Land Use Map – Adopted August 15, 2023**



2. **Consistency with Purpose of Zone District.** The proposed amendment shall be consistent with the purpose of the zone district to which the property is to be designated.
    - Per the land use code, the purpose of the R-3 High-Density Residential zone district is to provide for relatively high-density single-family, duplex and multi-family residential areas, including primarily townhouse and apartment uses. Complementary land uses may also include such supporting land uses as parks, schools, churches, home occupations, etc.
        - The proposed zoning has the capability for providing relatively high-density residential development in keeping with the city's housing goals.

3. **Compatibility with Surrounding Zone Districts and Uses.** The development permitted by the proposed amendment shall be compatible with surrounding zone districts, land uses and neighborhood character.
    - The proposed zoning classification of R-3 High Density Residential is consistent and compatible with the zoning and densities of the majority of the adjacent properties within the city.

4. **Changed Conditions or Errors.** The applicant shall demonstrate that conditions affecting the subject parcel or the surrounding neighborhood have changed, or that due to incorrect assumptions or conclusions about the property, one (1) or more errors in the boundaries shown on the Official Zoning Map have occurred.
    - The proposed zoning is occurring because of the requirement to zone the property when annexed into the City in accordance with Section 16-4-50 of the Municipal Code.

## Fiscal Impact

There is no fiscal impact.

## Planning Commission Recommendation

A public hearing with the Planning Commission was held July 28, 2025. The Commission recommended (4-1) that Council approve the proposed High Density Residential (R-3) zoning for the 5-H LLC Annexation.

## Staff Recommendation

Staff recommends City Council approve the proposed zoning of the property as R-3 High Density Residential as it is consistent with the comprehensive plan and will accommodate appropriate development densities to support the housing goals of the city.

## Motion

A City Councilmember should state, "I move to _____ Ordinance 2025-15, an ordinance of the City of Salida, Colorado zoning certain real property known as the 5-H LLC Annexation, as High Density Residential (R-3) as it meets the applicable review standards and policy goals of the city," followed by a second and a roll call and vote.

Attachments: Ordinance 2025-15
Application Materials

**City of Salida, Colorado**
**Ordinance No. 15**
**Series of 2025**

**An Ordinance of the City of Salida, Colorado Zoning Certain Real Property Known as the 5-H LLC Annexation as High Density Residential (R-3) Zone District**

**WHEREAS**, on June 23, 2025, representatives of 5-H LLC, filed a General Development Application (the "Petition") to commence proceedings to annex to the City of Salida (the "City") a certain unincorporated tract of land comprised of a total of 15.06 acres in the County of Chaffee, State of Colorado (the "Property"), and being more particularly described on **Exhibit A**, attached hereto and incorporated herein by reference; and

**WHEREAS**, by Ordinance No. 14, Series of 2025 the City of Salida approved the 5-H LLC Annexation to the City; and;

**WHEREAS**, Petitioner has filed an application to zone the Property within the High Density Residential (R-3) zone district, and on July 28, 2025 the City of Salida Planning Commission considered the zoning application for the Property at a duly noticed public hearing and recommended that the City Council zone it as High Density Residential (R-3); and

**WHEREAS**, as required by the Salida Municipal Code, the public hearing on the zoning application for the 5-H LLC Annexation was held on August 19, 2025 at a regularly scheduled meeting of the Salida City Council.

**Now, therefore, be it ordained by the City Council of the City of Salida, Colorado, that:**

1. The aforementioned recitals are hereby fully incorporated herein.

2. The Property described on Exhibit A is hereby zoned R-3 High Density Residential.

3. Promptly following adoption of this Ordinance, the City Administrator shall cause the terms of this Ordinance to be incorporated into the Official Zoning Map of the City pursuant to Section 16-4-210 of the Salida Municipal Code. The signed original copy of the Zoning Map shall be filed with the City Clerk. The Clerk shall also record a certified copy of this Ordinance with the Chaffee County Clerk and Recorder. The City staff is further directed to comply with all provisions of the Salida Land Use Regulations, SMC §16-1-10, et seq., to implement the provisions of this Ordinance.

INTRODUCED ON FIRST READING, on the 5th day of August, 2025, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the City of Salida by the City Council on the 8th day of August, 2025, and set for second reading and public hearing on the 19th day of August, 2025.

INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED PUBLISHED BY TITLE ONLY, by the City Council on the ____ day of _____, 20__.

CITY OF SALIDA, COLORADO

_____
Mayor

[SEAL]

ATTEST:

_____
City Clerk/Deputy Clerk

PUBLISHED IN FULL in the Mountain Mail after First Reading on the ____ day of _____, 20__, and BY TITLE ONLY, after final adoption on the ____ day of _____, 20__.

_____
City Clerk/Deputy City Clerk

# EXHIBIT A

## 5H LLC ANNEXATION DESCRIPTION

A tract of land located in the Southeast Quarter of the Southwest Quarter (SE¼ SW¼) and the Southwest Quarter of the Southeast Quarter (SW¼ SE¼) of Section 31, Township 50 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado, being more particularly described as follows:

Commencing at the Southeast corner (5/8-inch rebar with a 1½-inch aluminum cap stamped 'LS 16117) of Shavano Vista Subdivision (Reception No. 122596), from whence the witness corner (5/8-inch rebar with 2½-inch aluminum cap stamped "1/4 R9E T50N S31 over S6 T49N, 1997, 14.8 RM LS 16117) to the South ¼ corner of said Section 31 bears South 38°29'22" East 522.00 feet (South ¼ corner is South 14.8 feet from witness corner);

Thence South 88°50'17" East along the North boundary of Chaffee County Road No. 141, a distance of 266.08 feet to the point of beginning of the tract herein described, said point being marked by a 5/8-inch rebar with a 1½-inch aluminum cap stamped LS 16117;

Thence proceeding around said tract, continuing South 88°50'17" East along said North county road boundary, 60.0 feet to a point on the West boundary of Cochetopa Estates, a subdivision located within the City of Salida, said point being marked by a 5/8-inch rebar with a 1½-inch aluminum cap stamped LS 16117;

Thence North 01°03'10" East 258.69 feet to another 5/8-inch rebar with a 1 ½-inch aluminum cap stamped LS 16117 at the Northwest corner of said subdivision;

Thence South 88°55'28" East along the North boundary of Cochetopa Estates 528.84 feet to a 5/8-inch rebar with a 1½-inch aluminum cap stamped LS 16117 at the Southwest corner of Mesa Village No. 2, a subdivision located within the City of Salida;

Thence North 00°55'07" East along the West boundary of said Mesa Village No. 2 and a projection northerly, a distance of 399.31 feet to a 5/8-inch rebar with a 1¾-inch steel disc stamped '6753' at the Northwest corner of that certain tract of land described in Quiet Title Decree recorded in Book 473 at Page 570 of the Chaffee County records.

Thence South 89°56'32" East along the monumented north boundary of said tract described in quiet title decree a distance of 798.67 feet to a 1½-inch pipe, being a point on the monumented East boundary of the said SW¼ SE¼ of Section 30;

Thence North 00°01'18" East along said monumented east boundary, a distance of 290.96 feet to a 5/8-inch rebar with a 1½-inch aluminum cap stamped LS 16117 at the Southeast corner of Cottonwood Green, a subdivision located within the City of Salida;

Thence along the monumented north boundary of the said SW¼ SE¼ and SE¼ SW¼ the following:
First North 89°48'00" West 583.15 feet to a 5/8-inch rebar with a 1½-inch aluminum cap stamped '487' at the Southwest corner of said Cottonwood Green, being common with the Southeast corner of Crestone Mesa, a subdivision located within the City of Salida.

Thence North 89°58’51” West 558.04 feet to another 5/8-inch rebar with a 1½-inch aluminum cap stamped ‘487’ at the Southwest corner of said Crestone Mesa, said corner being common with the Southeast corner of Rainbow Ridge, a subdivision located within Chaffee County;

Thence North 89°43’49” West 500.83 feet to another 5/8-inch rebar with a 1 ½-inch aluminum cap stamped ‘487’ at the Southwest corner of said Rainbow Ridge, being common with the Southeast corner of Vista Grande, a subdivision located within Chaffee County;

And thence North 89°31’25” West 10.75 feet to a 5/8-inch rebar with a 1½-inch aluminum cap stamped LS 16117 at the Northeast corner of said Shavano Vista Subdivision;

Thence leaving the north monumented boundary of the SE¼ SW¼, South 00°43’05” West along the East boundary of Spruce Street in said Shavano Estates, a distance of 140.20 feet to a 5/8-inch rebar with a 1½-inch aluminum cap stamped LS 16117;

Thence South 89°16’55” East 266.07 feet to another 5/8-inch rebar with a 1½-inch aluminum cap stamped LS 16117;

Thence South 00°43’05” West 737.75 feet to the point of beginning.
Containing 15.06 Acres, more or less.

Subject to easements of records or existing, including the rights of others to operate, repair and maintain the irrigation ditch crossing the tract.

*Property description prepared by: Michael K. Henderson, Licensed Surveyor*
*June 17, 2025*

# 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.

The annexation and R3 zoning of the 5H parcel will allow for a pedestrian-oriented development with a diverse range of housing types. Future development will meet the city's inclusionary housing ordinance via rental units. The development will also provide natural affordability through its inclusion of smaller units and rental units. Infill is the most efficient, cost-effective type of development, and it is prioritized by the comprehensive plan. The city's adopted FLUM designates the parcel R2 or R3. Note that a future development plan will likely include a Planned Development application.

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.

A future development application will address this.

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

A future development application will address this.

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.

A future development application will address this.

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.

No nuisance conditions are anticipated.

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.

No deficiencies have been noted in meetings with city staff.

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.

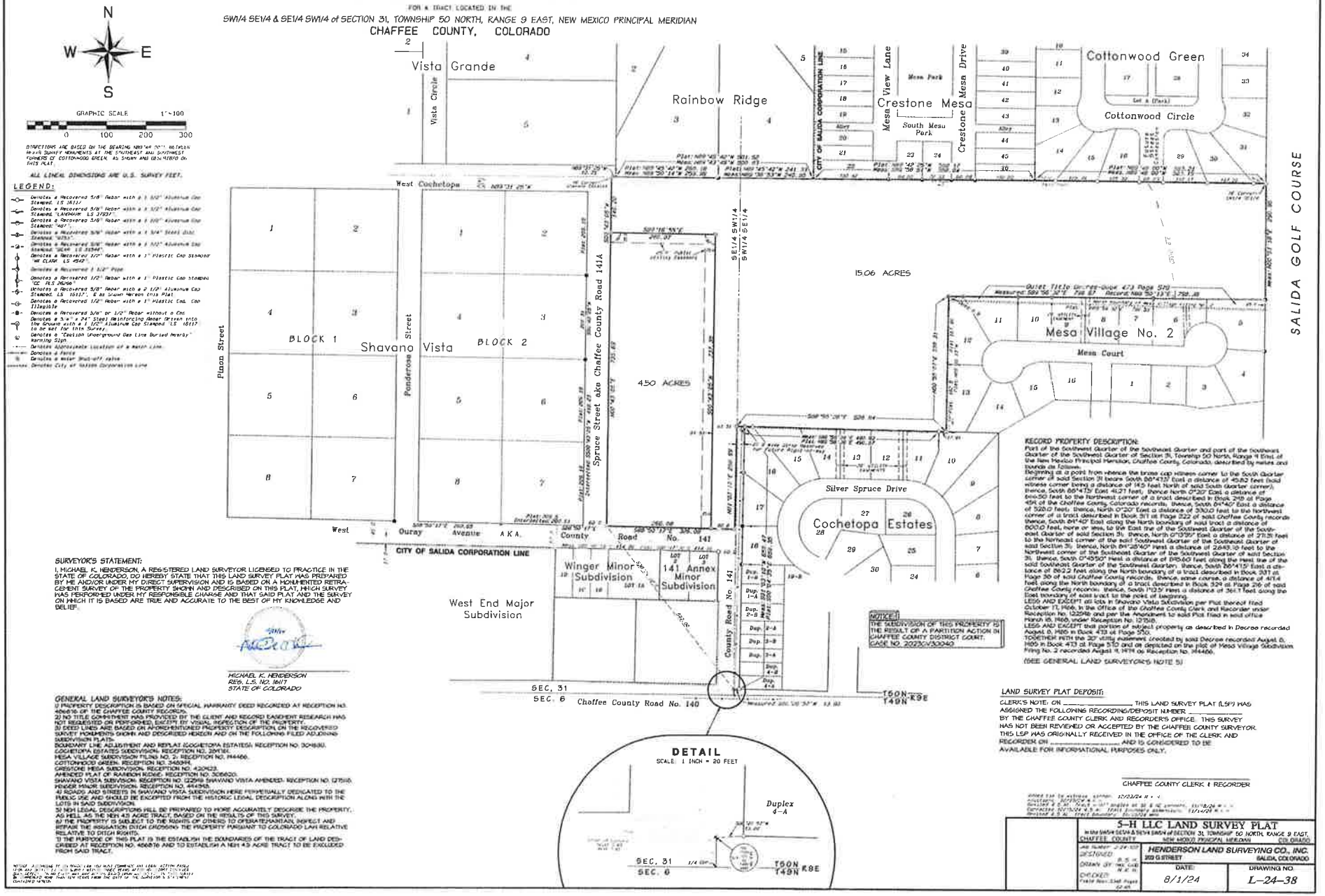
No significant deterioration anticipated.

# 5-H LLC LAND SURVEY PLAT

FOR A TRACT LOCATED IN THE

SW1/4 SE1/4 & SE1/4 SW1/4 of SECTION 31, TOWNSHIP 50 NORTH, RANGE 9 EAST, NEW MEXICO PRINCIPAL MERIDIAN

CHAFFEE COUNTY, COLORADO




DIRECTIONS ARE BASED ON THE BEARING N00°46'50"E BETWEEN MONUMENTS AT THE SOUTHEAST AND SOUTHWEST CORNERS OF COTTONWOOD GREEN AS SHOWN AND DESIGNATED ON THIS PLAT.

ALL LINEAL DIMENSIONS ARE U.S. SURVEY FEET.

LEGEND:

- Denotes a Recovered 5/8" Rebar with a 1 1/2" Aluminum Cap Stamped "LS 16117"
- Denotes a Recovered 5/8" Rebar with a 1 1/2" Aluminum Cap Stamped "LANDMARK LS 27027"
- Denotes a Recovered 5/8" Rebar with a 1 1/2" Aluminum Cap Stamped "HGI"
- Denotes a Recovered 5/8" Rebar with a 1 3/4" Steel Disc Stamped "ATLS"
- Denotes a Recovered 5/8" Rebar with a 1 1/2" Aluminum Cap Stamped "SCAN LS 16344"
- Denotes a Recovered 1/2" Rebar with a 1" Plastic Cap Stamped "WE CLARK LS 4540"
- Denotes a Recovered 1 1/2" Pipe
- Denotes a Recovered 1/2" Rebar with a 1" Plastic Cap Stamped "CC PLS 36596"
- Denotes a Recovered 5/8" Rebar with a 2 1/2" Aluminum Cap Stamped "LS 16117", E as Shown Hereon this Plat
- Denotes a Recovered 1/2" Rebar with a 1" Plastic Cap, Cap Illegible
- Denotes a Recovered 5/8" or 1/2" Rebar without a Cap
- Denotes a 5/8" x 24" Steel Reinforcing Rebar Driven into the Ground with a 1 1/2" Aluminum Cap Stamped "LS 16117" to be set for this Survey.
- Denotes a "Section Underground Gas Line Buried Nearby" Warning Sign
- Denotes Approximate Location of a Water Line
- Denotes a Fence
- Denotes a Water Shut-off Valve
- Denotes City of Salida Corporation Line

SURVEYOR'S STATEMENT:

I, MICHAEL K. HENDERSON, A REGISTERED LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS LAND SURVEY PLAT WAS PREPARED BY ME AND/OR UNDER MY DIRECT SUPERVISION AND IS BASED ON A MONUMENTED RETRACEMENT SURVEY OF THE PROPERTY SHOWN AND DESCRIBED ON THIS PLAT, HIGH SURVEY WAS PERFORMED UNDER MY RESPONSIBLE CHARGE AND THAT SAID PLAT AND THE SURVEY ON WHICH IT IS BASED ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

MICHAEL K. HENDERSON
REG. L.S. NO. 16117
STATE OF COLORADO

GENERAL LAND SURVEYOR'S NOTES:

1) PROPERTY DESCRIPTION IS BASED ON OFFICIAL WARRANTY DEED RECORDED AT RECEPTION NO. 466616 OF THE CHAFFEE COUNTY RECORDS.
2) NO TITLE COMMITMENT HAS PROVIDED BY THE CLIENT AND RECORD EASEMENT RESEARCH HAS NOT REQUESTED OR PERFORMED, EXCEPT BY VISUAL INSPECTION OF THE PROPERTY.
3) DEED LINES ARE BASED ON AFOREMENTIONED PROPERTY DESCRIPTION ON THE RECOVERED SURVEY MONUMENTS SHOWN AND DESCRIBED HEREON AND ON THE FOLLOWING FILED ADJOINING SUBDIVISION PLATS:
BOUNDARY LINE ADJUSTMENT AND REPLAT (COCHETOPA ESTATES): RECEPTION NO. 304880.
COCHETOPA ESTATES SUBDIVISION: RECEPTION NO. 204761.
MESA VILLAGE SUBDIVISION FILING NO. 2: RECEPTION NO. 244466.
COTTONWOOD GREEN: RECEPTION NO. 340894.
CRESTONE MESA SUBDIVISION: RECEPTION NO. 420423.
AMENDED PLAT OF RAINBOW RIDGE: RECEPTION NO. 309620.
SHAVANO VISTA SUBDIVISION: RECEPTION NO. 122548 SHAVANO VISTA AMENDED: RECEPTION NO. 127518.
WINGER MINOR SUBDIVISION: RECEPTION NO. 414763.
4) ROADS AND STREETS IN SHAVANO VISTA SUBDIVISION HERE PERPETUALLY DEDICATED TO THE PUBLIC USE AND SHOULD BE EXCEPTED FROM THE HISTORIC LEGAL DESCRIPTION ALONG WITH THE LOTS IN SAID SUBDIVISION.
5) NEW LEGAL DESCRIPTIONS WILL BE PREPARED TO MORE ACCURATELY DESCRIBE THE PROPERTY, AS WELL AS THE NEW 4.5 ACRE TRACT, BASED ON THE RESULTS OF THIS SURVEY.
6) THE PROPERTY IS SUBJECT TO THE RIGHTS OF OTHERS TO OPERATE/MAINTAIN, INSPECT AND REPAIR THE IRRIGATION DITCH CROSSING THE PROPERTY PURSUANT TO COLORADO LAW RELATIVE RELATIVE TO DITCH RIGHTS.
7) THE PURPOSE OF THIS PLAT IS TO ESTABLISH THE BOUNDARIES OF THE TRACT OF LAND DESCRIBED AT RECEPTION NO. 466616 AND TO ESTABLISH A NEW 4.5 ACRE TRACT TO BE EXCLUDED FROM SAID TRACT.

RECORD PROPERTY DESCRIPTION:

Part of the Southeast Quarter of the Southwest Quarter and part of the Southwest Quarter of the Southwest Quarter of Section 31, Township 50 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado, described by metes and bounds as follows:
Beginning at a point from whence the brass cap witness corner to the South Quarter corner of said Section 31 bears South 86°47'13" East a distance of 45.82 feet (said witness corner being a distance of 14.5 feet North of said South Quarter corner), thence, South 86°47'13" East 41.27 feet, thence North 0°20' East a distance of 646.50 feet to the Northwest corner of a tract described in Book 249 at Page 454 of the Chaffee County, Colorado records, thence, South 84°40' East a distance of 520.0 feet, thence, North 0°20' East a distance of 330.0 feet to the Northwest corner of a tract described in Book 311 at Page 222 of said Chaffee County records thence, South 84°40' East along the North boundary of said tract a distance of 800.0 feet, more or less, to the East line of the Southwest Quarter of the Southeast Quarter of said Section 31, thence, North 0°13'35" East a distance of 273.31 feet to the Northeast corner of the said Southwest Quarter of the Southeast Quarter of said Section 31, thence, North 84°25'40" West a distance of 2649.10 feet to the Northwest corner of the Southeast Quarter of the Southwest Quarter of said Section 31, thence, South 0°45'50" West a distance of 975.60 feet along the West line of the said Southeast Quarter of the Southwest Quarter, thence, South 86°47'13" East a distance of 86.22 feet along the North boundary of a tract described in Book 331 at Page 30 of said Chaffee County records, thence, some course, a distance of 47.14 feet along the North boundary of a tract described in Book 324 at Page 216 of said Chaffee County records, thence, South 11°03'16" West a distance of 36.17 feet along the East boundary of said tract to the point of beginning.
LESS AND EXCEPT all lots in Shavano Vista Subdivision per Plat thereof filed October 11, 1966, in the Office of the Chaffee County Clerk and Recorder under Reception No. 122548 and per the Amendment to said Plat filed in said office March 15, 1968, under Reception No. 127518.
LESS AND EXCEPT that portion of subject property as described in Decree recorded August 8, 1986 in Book 473 at Page 570.
TOGETHER WITH the 30' utility easement created by said Decree recorded August 8, 1986 in Book 473 at Page 570 and as depicted on the plat of Mesa Village Subdivision Filing No. 2 recorded August 9, 1974 as Reception No. 244466.

(SEE GENERAL LAND SURVEYOR'S NOTE 5)

NOTICE:
THE SUBDIVISION OF THIS PROPERTY IS THE RESULT OF A PARTITION ACTION IN CHAFFEE COUNTY DISTRICT COURT. CASE NO. 2023CV00040

LAND SURVEY PLAT DEPOSIT:

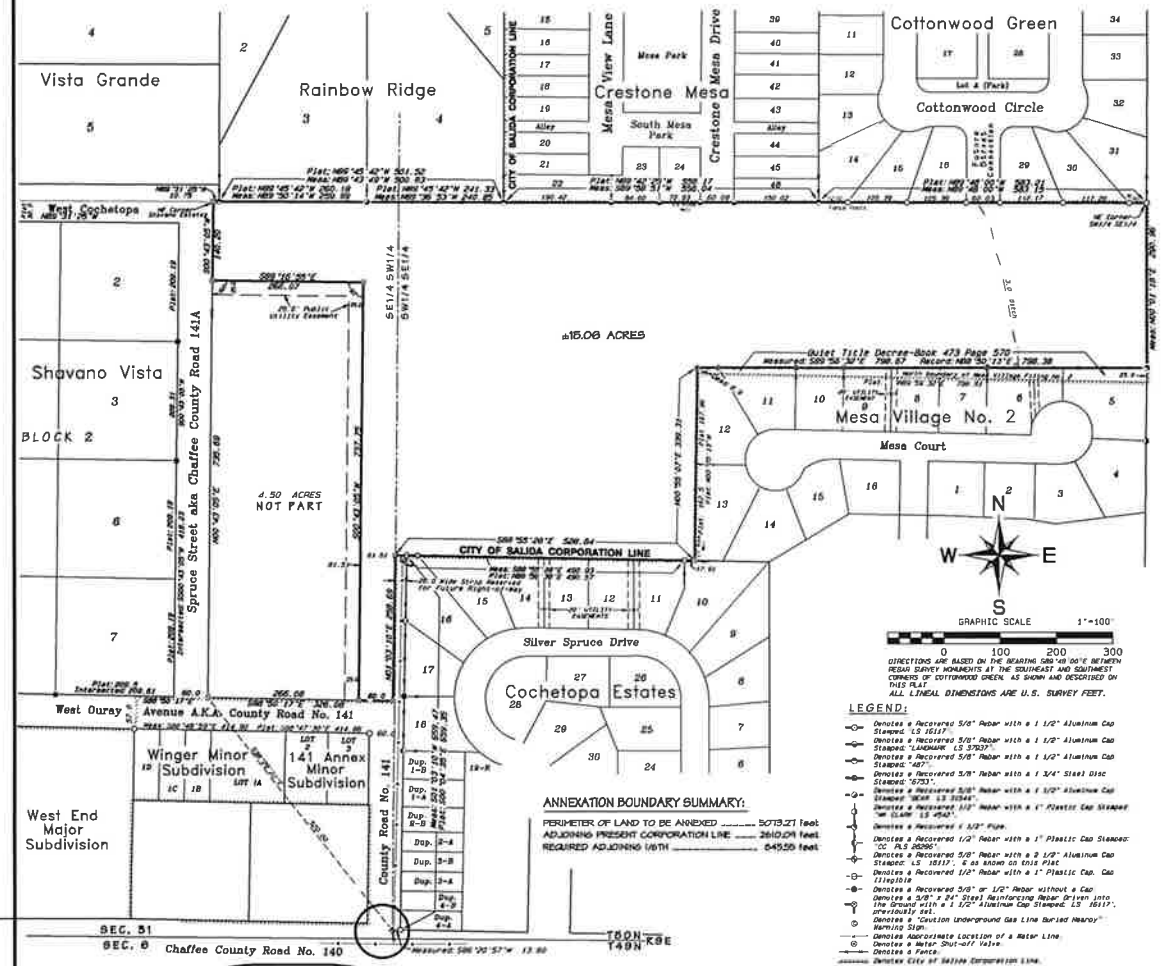
CLERK'S NOTE: ON _____ THIS LAND SURVEY PLAT (LSP) WAS ASSIGNED THE FOLLOWING RECORDING/DEPOSIT NUMBER _____ BY THE CHAFFEE COUNTY CLERK AND RECORDER'S OFFICE. THIS SURVEY HAS NOT BEEN REVIEWED OR ACCEPTED BY THE CHAFFEE COUNTY SURVEYOR. THIS LSP WAS ORIGINALLY RECEIVED IN THE OFFICE OF THE CLERK AND RECORDER ON _____ AND IS CONSIDERED TO BE AVAILABLE FOR INFORMATIONAL PURPOSES ONLY.

CHAFFEE COUNTY CLERK & RECORDER

| | | |
|---|---|---|
| 5-H LLC LAND SURVEY PLAT<br>IN THE SW1/4 SE1/4 & SE1/4 SW1/4 OF SECTION 31, TOWNSHIP 50 NORTH, RANGE 9 EAST,<br>CHAFFEE COUNTY NEW MEXICO PRINCIPAL MERIDIAN COLORADO | | |
| DESIGNED<br>DRAWN BY<br>CHECKED | HENDERSON LAND SURVEYING CO., INC.<br>200 G STREET SALIDA, COLORADO | |
| | DATE: 8/1/24 | DRAWING NO. L-24-38 |

# 5-H LLC ANNEXATION PLAT

FOR A TRACT LOCATED IN THE
SW1/4 SE1/4 & SE1/4 SW1/4 of SECTION 31, TOWNSHIP 50 NORTH, RANGE 9 EAST, NEW MEXICO PRINCIPAL MERIDIAN
**CHAFFEE COUNTY, COLORADO**




DIRECTIONS ARE BASED ON THE BEARING S89°49'00"E BETWEEN REBAR SURVEY MONUMENTS AT THE SOUTHEAST AND SOUTHWEST CORNERS OF COTTONWOOD GREEN, AS SHOWN AND DESCRIBED ON THIS PLAT.
ALL LINEAL DIMENSIONS ARE U.S. SURVEY FEET.

## LEGEND:

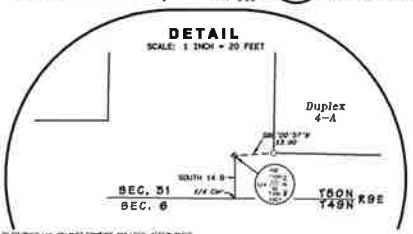
- Denotes a Recovered 5/8" Rebar with a 1 1/2" Aluminum Cap Stamped "LS 16117".
- Denotes a Recovered 5/8" Rebar with a 1 1/2" Aluminum Cap Stamped "LANDMARK LS 37537".
- Denotes a Recovered 5/8" Rebar with a 1 1/2" Aluminum Cap Stamped "487".
- Denotes a Recovered 5/8" Rebar with a 1 3/4" Steel Disc Stamped "6753".
- Denotes a Recovered 5/8" Rebar with a 1 1/2" Aluminum Cap Stamped "BCWR LS 31348".
- Denotes a Recovered 1/2" Rebar with a 1" Plastic Cap Stamped "WM CLARK LS 4540".
- Denotes a Recovered 1/2" Pipe.
- Denotes a Recovered 1/2" Rebar with a 1" Plastic Cap Stamped: "CC PLS 26296".
- Denotes a Recovered 5/8" Rebar with a 2 1/2" Aluminum Cap Stamped: LS 16117, & as shown on this Plat.
- Denotes a Recovered 1/2" Rebar with a 1" Plastic Cap. Cap illegible
- Denotes a Recovered 5/8" or 1/2" Rebar without a Cap
- Denotes a 5/8" x 24" Steel Reinforcing Rebar Driven into the Ground with a 1 1/2" Aluminum Cap Stamped: LS 16117, previously set.
- Denotes a "Caution Underground Gas Line Buried Heavy" Warning Sign.
- Denotes Approximate Location of a Water Line.
- Denotes a Water Shut-off Valve.
- Denotes a Fence.
- Denotes City of Salida Corporation Line.

## ANNEXATION BOUNDARY SUMMARY:

| | |
|---|---|
| PERIMETER OF LAND TO BE ANNEXED | 5073.21 feet |
| ADJOINING PRESENT CORPORATION LINE | 2610.09 feet |
| REQUIRED ADJOINING WITH | 645.55 feet |

## DETAIL

SCALE: 1 INCH = 20 FEET




## LAND SURVEYOR'S CERTIFICATE:

I, MICHAEL K. HENDERSON, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS PERFORMED UNDER MY DIRECT SUPERVISION AND THE MONUMENTS SHOWN HEREON HERE RECOVERED AS INDICATED, AND THIS PLAT ACCURATELY REPRESENTS THE RESULTS OF SAID SURVEY TO THE BEST OF MY KNOWLEDGE. I FURTHER CERTIFY THAT AT LEAST ONE-SIXTH OF THE PERIMETER BOUNDARIES OF THE TRACT TO BE ANNEXED ARE ADJACENT TO THE PRESENT CITY OF SALIDA CORPORATION LINE.
DATED THIS _____ DAY OF _____, 202__

MICHAEL K. HENDERSON
RLS: L. S. NO. 16117
STATE OF COLORADO

## GENERAL LAND SURVEYOR'S NOTES:

1) ANNEXATION DESCRIPTION WAS PREPARED BY MICHAEL K. HENDERSON, AND IS BASED ON EXHIBIT C OF CHAFFEE COUNTY DISTRICT COURT ORDER, JUDGMENT AND DECREE FOR PARTITION OF PROPERTY RECORDED AT RECEPTION NO. 468429.
2) DEED LINES ARE BASED ON AFOREMENTIONED PROPERTY DESCRIPTION AND ON THE LOCATIONS OF THE RECOVERED REBAR SURVEY MONUMENTS SHOWN AND DESCRIBED HEREON AND ON THE RESULTS OF THIS SURVEY AS SHOWN ON THE 5-H LLC LAND SURVEY PLAT DEPOSITED WITH THE CHAFFEE COUNTY LAND SURVEY PLATS AS SUR. _____

## CITY COUNCIL APPROVAL:

WHEREAS THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, HAS BEEN PRESENTED WITH AN APPLICATION TO ANNEX THE TERRITORY DESCRIBED HEREIN BY 5-H LLC, A COLORADO LIMITED LIABILITY COMPANY, BEING THE OWNERS OF 100% OF THE AREA TO BE ANNEXED;
AND
WHEREAS, THE CITY COUNCIL BY RESOLUTION ADOPTED _____, 202__, DETERMINED THAT THE ANNEXATION APPLICATION SUBSTANTIALLY COMPLIED WITH THE REQUIREMENTS OF SECTION 31-12-105, C.R.S., AND
WHEREAS, AFTER PUBLISHED NOTICE AND PUBLIC HEARING ON _____, 202__, AS REQUIRED BY SECTION 31-12-108, C.R.S., THE CITY COUNCIL ADOPTED RESOLUTION NUMBER _____, SERIES OF 202__, DETERMINING THAT THE ANNEXATION SATISFIED THE REQUIREMENTS OF SECTION 31-12-104 AND 105, C.R.S., AND THAT AN ANNEXATION ELECTION WAS NOT REQUIRED;
AND
WHEREAS, ON _____, 202__, THE CITY COUNCIL ADOPTED ORDINANCE NUMBER _____, (SERIES OF 202__), APPROVING AND ANNEXING 5-H LLC ANNEXATION TO THE CITY OF SALIDA.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO DOES HEREBY APPROVE AND ACCEPT THE 5-H LLC ANNEXATION DESCRIBED HEREIN, TO WIT, THE TERRITORY COMPRISING 15.06 ACRES, MORE OR LESS, AND BEING DESCRIBED AS FOLLOWS:

A tract of land located in the Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4) and the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) of Section 31, Township 50 North Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado, being more particularly described as follows:
Commencing at the Southeast corner (5/8-inch rebar with 1 1/2-inch aluminum cap stamped LS 16117) of Shavano Vista Subdivision (Reception No. 122944), from whence the witness corner (5/8-inch rebar with 2 1/2-inch aluminum cap stamped "LS 7304, R/W" 50 feet over 56.14FM, PRT, 14.0 FM LS 16117) to the South 1/4 corner of said Section 31 bears South 00°24'22" East 522.00 feet (North 1/4 corner is South 14.0 feet from witness corner); thence North 89°50'17" East along the North boundary of Chaffee County Road No. 141, a distance of 266.08 feet to the point of beginning of the tract herein described, said point being marked by a 5/8-inch rebar with a 1 1/2-inch aluminum cap stamped LS 16117; thence proceeding around the SHALL containing South 00°50'17" East along said north county road boundary, 400.0 feet to a point on the West boundary of Cochetopa Estates, a subdivision located within the City of Salida said point being marked by a 5/8-inch rebar with a 1 1/2-inch aluminum cap stamped LS 16117; thence North 00°00'00" East 256.64 feet to another 5/8-inch rebar with a 1 1/2-inch aluminum cap stamped LS 16117 at the Northwest corner of said subdivision; thence South 89°59'26" East along the North boundary of Cochetopa Estates 320.04 feet to a 5/8-inch rebar with a 1 1/2-inch aluminum cap at the Southwest corner of Mesa Village No. 2, a subdivision located within the City of Salida; thence North 00°00'01" East along the West boundary of said Mesa Village No. 2 and a projection northerly, a distance of 399.35 feet to a 5/8-inch rebar with a 1 3/4-inch steel disc stamped "6753" at the Northwest corner of that certain tract of land described in Quiet Title Decree recorded in Book 473 at Page 570 of the Chaffee County records; thence South 89°59'57" East along the monumented north boundary of said tract described in Quiet Title decree a distance of 768.67 feet to a 1 1/2-inch pipe, being a point on the monumented East boundary of the said SW1/4 SE1/4 of Section 30; thence North 00°01'16" East along said monumented east boundary a distance of 240.96 feet to a 5/8-inch rebar with a 1 1/2-inch aluminum cap stamped LS 16117 at the Southeast corner of Cottonwood Green, a subdivision located within the City of Salida; thence along the monumented north boundary of the SW1/4 SE1/4 and SE1/4 SW1/4 the following: First North 84°48'00" West 565.35 feet to a 5/8-inch rebar with a 1 1/2-inch aluminum cap stamped "487" at the Southwest corner of said Cottonwood Green, being common with the Southeast corner of Crestone Mesa, a subdivision located in the City of Salida; thence North 84°50'51" West 359.04 feet to another 5/8-inch rebar with a 1 1/2-inch aluminum cap stamped "487" at the Southwest corner of said Crestone Mesa, said corner being common with the Southeast corner of Rainbow Ridge, a subdivision located within Chaffee County; thence North 84°49'44" West 500.65 feet to another 5/8-inch rebar with a 1 1/2-inch aluminum cap stamped "487" at the Southwest corner of said Rainbow Ridge, being common with the Southeast corner of Vista Grande, a subdivision located within Chaffee County AND thence North 84°55'25" West 10.75 feet to a 5/8-inch rebar with a 1 1/2-inch aluminum cap stamped LS 16117 at the Northeast corner of Shavano Vista Subdivision; thence leaving said monumented north boundary of the SE1/4 SW1/4, South 00°49'05" West along the East boundary of Spruce Street, to said Shavano Estates, a distance of 140.20 feet to a 5/8-inch rebar with a 1 1/2-inch aluminum cap stamped LS 16117; thence South 84°56'55" East 364.01 feet to another 5/8-inch rebar with a 1 1/2-inch aluminum cap stamped LS 16117; thence South 00°49'05" West 151.05 feet to the point of beginning.
Containing 15.06 Acres.

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

APPROVED THIS _____ DAY OF _____, 202__.

BY: _____
MAYOR OF THE CITY OF SALIDA

## OWNERS:

5-H LLC, A COLORADO LIMITED LIABILITY COMPANY
150 WEST 2ND STREET, SUITE 1
Salida, Co. 81201

## OWNERS CERTIFICATE:

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

5-H LLC, A COLORADO LIMITED LIABILITY COMPANY

_____
L. Brett Hughes, Manager

STATE OF COLORADO }
COUNTY OF CHAFFEE } ss

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 202__.
WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES _____

NOTARY PUBLIC: _____
ADDRESS:

## CITY OF SALIDA CLERK'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS EXECUTED ANNEXATION MAP, ALONG WITH THE ORIGINAL ANNEXATION ORDINANCE FOR THE 5-H LLC ANNEXATION WAS ACCEPTED FOR FILING IN MY OFFICE ON THE ____ DAY OF _____, 202__.

_____
CITY CLERK

## CHAFFEE COUNTY CLERK & RECORDER'S CERTIFICATE:

I HEREBY CERTIFY THAT A CERTIFIED COPY OF THIS ANNEXATION MAP AND A CERTIFIED COPY OF THE ANNEXATION ORDINANCE FOR THE 5-H LLC ANNEXATION TO THE CITY OF SALIDA, CHAFFEE COUNTY, COLORADO, HERE ACCEPTED AND FILED IN MY OFFICE ON THIS _____ DAY OF _____, 20__, UNDER RECEPTION NUMBER(S) _____.

_____
CHAFFEE COUNTY CLERK AND RECORDER

| | |
|---|---|
| 5-H LLC ANNEXATION PLAT<br>In the SW1/4 SE1/4 & SE1/4 SW1/4 of SECTION 31, TOWNSHIP 50 NORTH, RANGE 9 EAST,<br>CHAFFEE COUNTY NEW MEXICO PRINCIPAL MERIDIAN COLORADO | |
| Job Number: J-25-071<br>DESIGNED: B.S.H.<br>DRAWN BY: TWO CAD M.E.H.<br>CHECKED: Field Book 5348 Pages 62-63 | HENDERSON LAND SURVEYING CO., INC.<br>203 G STREET SALIDA, COLORADO<br>DATE: 5/29/25<br>DRAWING NO. L-25-19 |

# CITY COUNCIL ACTION FORM

| DEPARTMENT | PRESENTED BY | DATE |
|---|---|---|
| Administration | Christy Doon - City Administrator | August 19, 2025 |

## AGENDA ITEM
Accepting Resignation of Charlie Goodson from the Chaffee Housing Authority Board

## BACKGROUND
City Council appointed Charlie Goodson to serve as a City appointee to the Chaffee Housing Authority Board of Directors via Resolution 2025-03, with a term to expire January 31, 2027. Mr. Goodson has submitted his resignation in the attached letter.

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

## STAFF RECOMMENDATION
Staff are providing this information for Council action.

## FISCAL IMPACT
There is no fiscal impact.

## MOTION
A City Councilmember should state "I move to _____ Accept the Resignation of Charlie Goodson from the Chaffee Housing Authority Board", followed by a second and a roll call vote.

Outlook

## Fwd: Notice of Resignation from the Board

**From** Marjo Curgus <marjo.curgus@chaffeehousingauthority.org>
**Date** Tue 8/12/25 10:00 AM
**To** dan.shore@salidaelected.com <dan.shore@salidaelected.com>; Christy Doon <christy.doon@cityofsalida.com>

Good morning,

I spoke to Charlie last night. He was away on a river trip last Fri-Sun. This was in my inbox this morning. Please communicate to the City Council.

Sincerely,
Marjo

---------- Forwarded message ---------
From: **Charlie Goodson** <charlie.goodson@chaffeehousingauthority.org>
Date: Mon, Aug 11, 2025 at 8:01 PM
Subject: Notice of Resignation from the Board
To: <monica.haskell@state.co.us>
Cc: <marjo.curgus@chaffeehousingauthority.org>

I have decided to resign from my position as a board member of the Chaffee Housing Authority effective immediately.

When I took this position, I had just been promoted into the HR Manager role and the job has changed significantly over the last 6 months. My summers are just as busy as my winters now, and I love the work we are doing. Our new GM is giving me the opportunity to try new things at Monarch and become the support department our organization and its employees need. Many members of our community rely on Monarch to be, not just a place they can enjoy time with loved ones, but also a place they can go and work to help make ends meet. So many of our team members have to balance multiple jobs just to survive in this community, and we can only employ most of them for half of a year so we aren't going to be their only solution. But if we can better support our staff through training, mentoring and just being there to help them navigate the decisions that come with being a young person in a difficult job market, they will be able to find a way to stay in this community. I want to help make that happen, but it is a big commitment and one I can't balance with the current demands of the CHA Board.

I am proud of the hard work I put into my role as a volunteer board member. We made a great decision to hire Marjo into a permanent position. She is well-qualified, knows the area and the people, works harder than anyone gives her credit for and manages to show up every day with a positive attitude and staunch commitment to fixing our housing crisis. I am also proud of the work I've done to improve the board selection process to focus on educating candidates about the work before they

accept the position and to create tools to help them get up to speed faster. I have been prepared and engaged at every single board meeting, as well as the committee meetings I was able to attend. I reviewed all the board packet materials, raised thoughtful questions, looked to the long term success of the organization and I have been a supportive ear for other board members who have also struggled with the demands of this position. Board members that didn't feel comfortable talking to our Executive Committee.

My decision to resign is entirely based on my work commitments, however, I believe an honest conversation about the demands and expectations of board members needs to be had. If you are expecting to have members of the board who are either experiencing homelessness, or who have experienced it in the past, you have to be understanding about their availability. The job description claims you need to spend 10 hours a month focused on CHA work, and even though I have been less responsive over email the last few weeks, I have still given far more than 10 hours a month to this organization. Most young people in this community work multiple jobs and can't be expected to respond to every email immediately. It should be okay for volunteers to step back and focus on their jobs, or else they will find themselves in a tough position regarding their own housing.

The way the board operates only allows for government employees, retired or semi-retired individuals and people at the top of their respective organizations to meet the demands of being a board member. Always being available by phone or email is a huge amount of time to commit to a volunteer position, and if that continues to be the expectation, you will struggle to find the right voices to advocate for those who are struggling. We can't expect everyone to be as "polished" or available as government workers, and that should be acceptable. We want the opinions of people who are struggling to find housing on the Board, yet we expect them to understand how a political board works, to be available during working hours for committee meetings, and to have a broad understanding of how housing projects get developed. That is a completely unrealistic expectation, and in my opinion runs against the whole point of having those voices on the Board.

The Board is meant to have honest discussions about whether our decisions are going to help the people who need it, and we need to hear from people actually trying to build a career and a life in this community in order to have those discussions. As the Board operates now, those voices are stifled by procedure, intimidation and unrealistic expectations.

I hope the future of this Board involves better education of candidates, like I tried to make happen on the Board Development Committee. I hope everyone who is selected to serve on this Board gets welcomed onto the Board by the existing members, instead of hearing nothing and showing up with a vague idea of what to do. I hope Board Members refrain from introducing charged emotional language into every single conversation that makes everyone else in the room tense up and has the effect of silencing opinions. I honestly just hope future Board members are kinder and more understanding towards each other, instead of making them feel like pawns in a bigger political game. Lastly I hope that everyone is given an equal opportunity to grow to be successful, because I don't feel like I had the same opportunity to fail, then try again as other board members had.

Sincerely,
Charlie

# CITY COUNCIL ACTION FORM

| DEPARTMENT | PRESENTED BY | DATE |
|---|---|---|
| Community Development | Carolyn Poissant - Senior Planner | August 19, 2025 |

## AGENDA ITEM

Resolution 2025-36 Approving the Findings of Fact of the 5-H LLC Annexation

## BACKGROUND

The proposed actions for the 5-H LLC Annexation are as follows:

| Proposed Action | Planning Commission Recommendation | City Council First Reading | City Council Final Action |
|---|---|---|---|
| Findings of Fact Resolution 2025-36 | -- | -- | 8.19.2025 |
| Annexation Ordinance 2025-14 | 7.28.2025 | 8.5.2025 | 8.19.2025 |
| Zoning Ordinance 2025-15 | 7.28.2025 | 8.5.2025 | 8.19.2025 |
| Annexation Agreement Resolution | -- | -- | TBD |

State statutes require cities to approve findings that the proposed annexation has met the requirements of the State of Colorado. The proposed annexation consists of a 15.06-acre property (Parcel No. 368131400015) located east of Spruce Street and north of West Ouray Avenue. Only the 15.06-acre portion, which is under separate ownership, is requested to be annexed at this time.

The findings include:

- Notice in the paper for four consecutive weeks: the proposed annexation was published in the Mountain Mail on July 11, July 18, July 25, and August 1, 2025.
- Mail notice by registered mail to County Clerk, County Attorney, Salida School District, HRRMC Hospital District, Upper Arkansas Water Conservancy District, Salida Regional Library, Colorado Mountain College-Salida District and South Arkansas Fire Protection District. The letters were mailed on July 23, 2025.
- A public hearing was held on the annexation on August 19, 2025 and determined the area to be annexed complies with state statutes including:
    - That not less than one-sixth of the perimeter of the area is adjacent to Salida's boundary;
    - The property has not been divided since starting the annexation;

- No other annexation proceedings including the property have been started by another municipality;
- The annexation will not cause the property to be detached from the school district; and
- The annexation is not three miles beyond our municipality and there is a Three Mile Plan in place.

## RECOMMENDATION

All of the findings have been met and staff recommends City Council adopt Resolution 2025-36.

## MOTION

A City Councilmember should state, “I move to adopt Resolution 2025-36 approving the findings of fact for the 5-H LLC Annexation.”

Attachment:
Resolution 2025-36

**City Of Salida, Colorado**
**Resolution No. 36**
**Series of 2025**

**A Resolution of the City Council of the City of Salida, Colorado, Making Findings of Fact, Determinations, and Conclusions Concerning the 5-H LLC Annexation**

**WHEREAS**, on June 23, 2025, representatives of 5-H LLC, filed a General Development Application (the "Petition") to commence proceedings to annex to the City of Salida (the "City") a certain unincorporated tract of land comprised of a total of 15.06 acres in the County of Chaffee, State of Colorado (the "Property"), and being more particularly described on **Exhibit A**, attached hereto and incorporated herein by reference; and

**WHEREAS,** the City Council by Resolution 27, Series of 2025, found that the Petition is in substantial compliance with § 31-12-107(1) of the Colorado Revised Statutes; and

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

**WHEREAS**, the City Council has completed a public hearing on August 19, 2025 to determine that the proposed annexation complies with Article II, Section 30 of the Colorado Constitution and Sections 31-12-104 and 105, Colorado Revised Statutes, to establish eligibility for annexation.

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

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

**BE IT FURTHER RESOLVED:**

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

**BE IT FURTHER RESOLVED:**

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

**RESOLVED, APPROVED AND ADOPTED** this 19th day of August, 2025.

CITY OF SALIDA, COLORADO

_____
Mayor

[SEAL]

ATTEST:

_____
City Clerk/Deputy City Clerk

# EXHIBIT A

## 5H LLC ANNEXATION LEGAL DESCRIPTION

A tract of land located in the Southeast Quarter of the Southwest Quarter (SE¼ SW¼) and the Southwest Quarter of the Southeast Quarter (SW¼ SE¼) of Section 31, Township 50 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado, being more particularly described as follows:
Commencing at the Southeast corner (5/8-inch rebar with a 1½-inch aluminum cap stamped 'LS 16117) of Shavano Vista Subdivision (Reception No. 122596), from whence the witness corner (5/8-inch rebar with 2½-inch aluminum cap stamped "1/4 R9E T50N S31 over S6 T49N, 1997, 14.8 RM LS 16117) to the South ¼ corner of said Section 31 bears South 38°29'22" East 522.00 feet (South ¼ corner is South 14.8 feet from witness corner);
Thence South 88°50'17" East along the North boundary of Chaffee County Road No. 141, a distance of 266.08 feet to the point of beginning of the tract herein described, said point being marked by a 5/8-inch rebar with a 1½-inch aluminum cap stamped LS 16117;
Thence proceeding around said tract, continuing South 88°50'17" East along said North county road boundary, 60.0 feet to a point on the West boundary of Cochetopa Estates, a subdivision located within the City of Salida, said point being marked by a 5/8-inch rebar with a 1½-inch aluminum cap stamped LS 16117;
Thence North 01°03'10" East 258.69 feet to another 5/8-inch rebar with a 1 ½-inch aluminum cap stamped LS 16117 at the Northwest corner of said subdivision;
Thence South 88°55'28" East along the North boundary of Cochetopa Estates 528.84 feet to a 5/8-inch rebar with a 1½-inch aluminum cap stamped LS 16117 at the Southwest corner of Mesa Village No. 2, a subdivision located within the City of Salida;
Thence North 00°55'07" East along the West boundary of said Mesa Village No. 2 and a projection northerly, a distance of 399.31 feet to a 5/8-inch rebar with a 1¾-inch steel disc stamped '6753' at the Northwest corner of that certain tract of land described in Quiet Title Decree recorded in Book 473 at Page 570 of the Chaffee County records.
Thence South 89°56'32" East along the monumented north boundary of said tract described in quiet title decree a distance of 798.67 feet to a 1½-inch pipe, being a point on the monumented East boundary of the said SW¼ SE¼ of Section 30;
Thence North 00°01'18" East along said monumented east boundary, a distance of 290.96 feet to a 5/8-inch rebar with a 1½-inch aluminum cap stamped LS 16117 at the Southeast corner of Cottonwood Green, a subdivision located within the City of Salida;
Thence along the monumented north boundary of the said SW¼ SE¼ and SE¼ SW¼ the following:
First North 89°48'00" West 583.15 feet to a 5/8-inch rebar with a 1½-inch aluminum cap stamped '487' at the Southwest corner of said Cottonwood Green, being common with the Southeast corner of Crestone Mesa, a subdivision located within the City of Salida.
Thence North 89°58'51" West 558.04 feet to another 5/8-inch rebar with a 1½-inch aluminum cap stamped '487' at the Southwest corner of said Crestone Mesa, said corner being common with the Southeast corner of Rainbow Ridge, a subdivision located within Chaffee County;
Thence North 89°43'49" West 500.83 feet to another 5/8-inch rebar with a 1 ½-inch aluminum cap stamped '487' at the Southwest corner of said Rainbow Ridge, being common with the Southeast corner of Vista Grande, a subdivision located within Chaffee County;
And thence North 89°31'25" West 10.75 feet to a 5/8-inch rebar with a 1½-inch aluminum cap stamped LS 16117 at the Northeast corner of said Shavano Vista Subdivision;
Thence leaving the north monumented boundary of the SE¼ SW¼, South 00°43'05" West along the East boundary of Spruce Street in said Shavano Estates, a distance of 140.20 feet to a 5/8-inch rebar with a 1½-inch aluminum cap stamped LS 16117;
Thence South 89°16'55" East 266.07 feet to another 5/8-inch rebar with a 1½-inch aluminum cap stamped LS 16117;
Thence South 00°43'05" West 737.75 feet to the point of beginning.
Containing 15.06 Acres, more or less.

Subject to easements of records or existing, including the rights of others to operate, repair and maintain the irrigation ditch crossing the tract.

Property description prepared by: Michael K. Henderson, Licensed Surveyor
203 G Street, Salida, CO 81201 June 17, 2025

# City Council Action Form

| Department | Presented By | Date |
|---|---|---|
| Community Development | Carolyn Poissant - Senior Planner | August 19, 2025 |

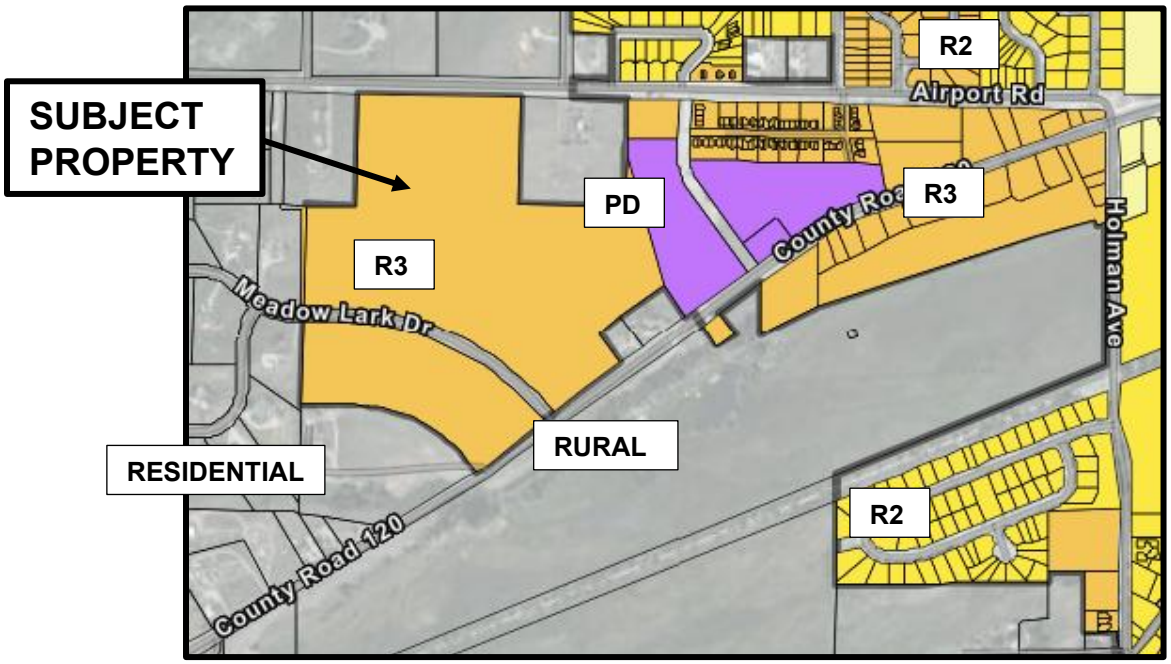
## Agenda Item

Resolution 2025-37 approving the Salida Quality Farms, LLC / Meadowlark Drive Subdivision – **PUBLIC HEARING** (continuation from July 15, 2025)

## Background

The property owner and applicant, James L. Treat, representing Salida Quality Farms, LLC has submitted an application for a Major Impact Review of a major subdivision, which includes a total of 4 development parcels, 2 public park parcels (4 acres total), 2 outlots for stormwater detention and associated public street and utility rights-of-way as requested by Public Works. The public park was separated into 2 parcels to allow for the dedication of 2 acres to the city by Places to Age and 2 acres of dedication by James Treat. The Salida Quality Farms, LLC / Meadowlark Drive Annexation of a 43.02-acre property plus portions of the CR 120 and CR 140 rights-of-way (48.98 acres total) was approved in August of 2024.

The property is located on Meadowlark Drive, between CR 120 and CR 140, as shown on the vicinity map below.




**Vicinity & Zoning Map**

## Surrounding Land Use and Zoning

The property is zoned R-3 and the majority of the properties to the north, south, and west remain in Chaffee County and are zoned RES (residential) with the exception of the properties south of County Road 120, which are zoned RUR (rural). The adjacent property to the east is the recently approved Angelview Neighborhood Subdivision / Planned Development. A majority of the properties to the east are within the city limits and are zoned R-2 Medium Density Residential or R-3 High Density Residential.

## Process

A major subdivision is considered a project requiring "Major Impact Review," which must be reviewed by both the Planning Commission and City Council at noticed public hearings. The Commission makes a recommendation for 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.

## Details of Request

This request was presented at the joint work session with City Council on April 7, 2025. The main goal of the proposed subdivision is to accommodate the dedication of ownership of an 8-acre parcel to Places to Age, which will help expedite financing for anticipated development of senior housing facilities, as well as to secure dedication of 4 acres of public park and appropriate city rights-of-way.

Construction of the required public utilities is stipulated with this application, however a full set of civil plans is not being submitted at this time, consistent with the flexibility allowed for in the Memorandum of Understanding between the City and Places to Age (Attachment F). Once a complete Development Plan has been prepared by Places to Age, the proposed Development Plan and associated public improvements will be brought to Planning Commission and City Council for review along with a Subdivision Improvement / Inclusionary Housing Agreement.

The requirements of the Salida Quality Farms Annexation (Ordinance 2024-13) to include 4 acres of public park dedication and provisions for a portion of the shared-use path network have been satisfied with this application (Attachment E).

## Review Standards for Subdivisions (Section 16-6-120):

(1) Comprehensive Plan. The proposed subdivision shall carry out the purpose and spirit of the Comprehensive Plan and conform with all of the Plan's applicable objectives, guiding principles and recommended actions. It shall be designed to be compatible with surrounding land uses and to protect neighbors from undesirable noise, glare and shadows, and shall not cause adverse effects on their privacy, solar access and views.

- No specific development plan has been prepared, however the proposed subdivision is in keeping with these goals.

(2) Zone District Standards. The proposed subdivision shall comply with the use and dimensional standards of the underlying zone district and shall provide off-street parking as required for the uses.

- No specific development plan has been submitted, however the proposed subdivision is required to comply with city standards as stated under the General Notes on Sheet 1 of the draft plat (Attachment B).

(3) Improvements. The proposed subdivision shall be provided with improvements which comply with Section 16-2-60 and landscaping which complies with Section 16-8-90.
   (i) Streets. Existing and proposed streets shall be suitable and adequate to carry anticipated traffic within and in the vicinity of the proposed subdivision.
   (ii) Utilities. Existing and proposed utility services shall be suitable and adequate to meet the needs of the proposed subdivision.
   (iii) Phases. If the subdivision is to be developed in phases, each phase shall contain the required parking spaces, landscape areas, utilities and streets that are necessary for creating and sustaining a stable environment.

- All applicable city design standards are required to be satisfied with the submittal of construction documents for public improvements as stated under the General Notes on Sheet 1 of the draft plat (Attachment B).

(4) Natural Features. The layout of lots and blocks shall provide desirable settings for structures by making use of natural contours and maintaining existing views, affording privacy for residents and protecting them from adverse noise and vehicular traffic. The system of roadways and the lot layout shall be designed to take advantage of visual qualities of the area. Natural features and native vegetation shall be preserved whenever possible. Tree masses and individual trees of six-inch caliper or greater shall be preserved.

- The property is a fallow field comprised of grasses and low shrubs and is categorized as mostly “Disturbed Lower Quality Habitat” on Chaffee County’s GIS map. The exact layout of the development has not yet been determined.

(5) Floodplains. Tracts of land or portions thereof lying within the 100-year floodplain may only be subdivided for open space until the subdivider has shown that compliance with the requirements of the City's floodplain regulations can be met.

- The property Is not within the 100-year floodplain.

(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. A parallel street, landscaping, screening, easement, greater lot depth, increased rear yard setbacks and fencing are potentially appropriate solutions, among others.

- The property does not border a highway.

(7) Future Streets. When a tract is subdivided into lots or parcels which are intended for future resubdivision, such lots or parcels shall be arranged so as to permit the logical location and opening of future streets and appropriate resubdivision, with provision for adequate utility easements and connectors for such resubdivision.

- The proposed parcels are logically arranged. Additional review will be conducted by city staff with submittal of a detailed Development Plan.

(8) Parks, Trails and Open Space. Each subdivision, minor or major, or condominium project with five (5) units or more, 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 is developed and preserved as the community grows.

(i) Dedication requirement. Land for parks, trails and open space shall be dedicated in the ratio of two-hundredths (0.02) acre per residential unit of the proposed subdivision. When a development plan has not been determined for the property, the number of units shall be assumed as the maximum density permitted on the site. When a mix of residential and nonresidential uses is proposed on the site, the dedication shall still be provided for the residential units. All areas dedicated for parks, trails and open space must be shown on the plat. All dedications of land as required under this Section shall be dedicated in fee simple to the City as a condition of approval unless the City determines that the specific situation warrants consideration of an easement or designation rather than dedication.

(ii) Fee-in-lieu. For those subdivisions where the dedication of land for parks, trails or open space is not practicable, such as developments involving inappropriate location, impractical geography, small land area or few lots, in its discretion, the City may require a cash fee in lieu of dedication based upon Salida land values. When possible, the requirement for cash in lieu of dedication shall be noted as a plat note on the final plat of the subdivision. Moneys collected in lieu of dedication of land for parks, trails or open space shall be collected at the time of approval of the final plat and placed into a City park development fund to be earmarked for future acquisition or improvement of parks, trails or open space. In extraordinary circumstances, the City Council may authorize the deferral of the payment of cash in lieu of dedication as required by this Section. In such event, the owner of the property shall agree with the City, in such form as shall be acceptable to the City Council, to pay such sums at the time of issuance of any building permit upon the property. Notice shall be given of such deferred payment by the recording of a first mortgage or other security instrument with the County Clerk and Recorder. In no event, however, shall the deferral of any dedication fee required by this Section extend for a period of greater than five (5) years from the date it would otherwise be payable. The developer shall agree to pay the higher of the dedication fee calculated in accordance with this Section at the time originally owed or at the time actually paid.

(iii) Residential subdivisions or the residential portion of mixed use subdivisions. For the square footage of required land not provided on the site the value of the fee shall be based upon the most recent available formula used by the Chaffee County Assessor's office for valuing vacant land in Salida subdivisions. The amount of such fees and charges shall be established by resolution of the City Council, as may be amended from time to time, and available for review by the public at City Hall during normal business hours.

(iv) Condominiums. For condominium projects with five (5) or more residential units developed after the effective date of the ordinance codified herein, which have not already provided open space through an approved subdivision, a fee established by resolution of the City Council shall be paid for each residential unit, as may be amended from time to time, and available for review by the public at City Hall during normal business hours.

(v) Extraordinary contributions. If the Planning Commission finds that the land proposed for dedication is an extraordinary contribution that meets a unique or highly desired purpose of the community, the Planning Commission may recommend a reduction of the overall dedication requirement as appropriate. Examples of extraordinary contributions may include public access to a waterway or important trail connections.

(vi) Dedication at alternate site. In lieu of dedicating land within the subdivision, the applicant may dedicate an alternate parcel of land to the City, consisting of the same number of acres

in another area, if the City determines it is capable of use for recreational purposes and will serve the proposed development.

(vii) When a land dedication, designation or easement is accepted by the City, the City Council shall have full discretion to require the applicant or assigns to provide construction and/or maintenance of the park, trail or open space. Land for public use must be suitable for the type of development and/or use for which it is intended. Excessively steep land, land for utility easements or other types of unsuitable land may not be accepted as determined by the Planning Commission. Lands including floodplains, waterways and wetlands may be accepted. Drainage areas that also meet the purposes of this provision may be accepted.

(viii) Whenever a subdivision includes land or areas identified in the Parks, Trails, Recreation and Open Space Plan, Comprehensive Plan or any other adopted community plan for the installation of or connection to any part of a park, trail or open space, such land or areas shall be dedicated to the City and such dedication shall be credited against any required land dedication.

(ix) Lands for parks, trails or open space will not be counted towards the landscape area required for each lot in the subdivision.

- The proposed subdivision includes a park dedication of 4 acres, as required by the annexation agreement. The first phase of development of the 4-acre park shall be required to be completed prior to the issuance of a certificate of occupancy for any structure within the subdivision, other than Parcel 3 as owned by Places to Age..
- The first phase of park improvements shall include the entire 4 acres and shall consist of at a minimum: grading; irrigation; turfgrass; park signage; 8-ft wide concrete shared-use paths along the perimeter of the park and street trees at the required intervals; a path connection to the park in Angelview Neighborhood Subdivision extending across the entire park in the proposed subdivision to CR 120 (Poncha Boulevard); and 2 park benches with 2 shade trees near each bench along the path. This first phase of park improvements shall be required prior to issuance of a Certificate of Occupancy for any structure in the subdivision not located on Parcel 3 as owned by Places to Age
- Future phases of park improvements shall be identified by the Director of Parks and Recreation to be consistent with the city's park development standards.

(9) Common Recreation Facilities. Where a development is proposed to contain common recreation facilities, such facilities shall be located within the development so as to be easily accessible to the residents and to least interfere with neighboring developments.

(10) Lots and Blocks.

(i) Pattern. The size, shape and orientation of lots shall be appropriate to the design and location of the proposed subdivision and to the type of development contemplated. Where appropriate, lots shall be laid out to respect the existing City pattern. Blocks generally shall not be less than three hundred (300) feet nor more than one thousand two hundred (1,200) feet in length.

(ii) Frontage. Residential lots should front only on local streets; however, when necessary, lots designated to face a collector street shall provide adequate means for automobile turnaround within the lot and should provide consolidated access points to the maximum extent feasible.

(iii) Right angles. Side lot lines shall be approximately at right angles or radial to street lines.

(iv) Double frontage lots. Double frontage lots are prohibited, except where they are necessary to provide for the separation of residential development from collector or arterial streets or to overcome specific limitations of topography or orientation. A planting and screening easement of at least ten (10) feet shall be provided along the portion of the lot which abuts such a collector or arterial street. There shall be no right of access across a planting and screening easement. The screening easement shall be maintained by the property owner.

(v) "T" intersections. The building area of lots shall not face directly into the oncoming traffic of an intersecting street of a "T" intersection.

(vi) Solar energy. For purposes of protecting and enhancing the potential for utilizing solar energy in the proposed subdivision, detached single-family lots are encouraged to be laid out in such a manner that the houses will be oriented so that their long axis will run east/west and so that the houses will not block the solar access of adjacent houses.

- While a full development plan has not yet been provided, all applicable city design standards will be complied with.

(11) Architecture. The following architectural standard is intended to prevent monotonous streetscapes and offer consumers a wider choice of housing styles. To avoid uniformity and lack of variety in design among housing units within the subdivision, no residential façade elevation shall be repeated more than once every five (5) lots on the same side of the street (e.g., the first and fifth lots in a row may contain the same façade elevation, but the second, third, and fourth lots must contain some different façade elevations). No residential elevation shall be repeated directly across the street from the same façade elevation. Mirror images of the same residential façade shall not count as two (2) distinctly different façades. In unusual circumstances, the Planning Commission may grant a petition seeking waiver of this requirement. Such an exception may be granted if the petitioner demonstrates that the proposed plan uses repetition for an architectural purpose, such as allusion to historical repetition that would not create a monotonous streetscape of the type this standard seeks to prevent.

- While a full development plan has not yet been provided, all applicable city design standards will be complied with.

(12) Codes. The subdivision shall comply with all applicable City building, fire and safety codes for the proposed development.

- All applicable design standards are required to be satisfied as stated under the General Notes on Sheet 1 of the draft plat (Attachment B).

(13) Inclusionary Housing. Minor and major subdivisions, and condominium plats must meet the requirements of Article XIII, Inclusionary Housing.

- Inclusionary Housing is required to be satisfied as stated under the General Notes on Sheet 1 of the draft plat (Attachment B).

**Agency Reviews**

- Salida Fire Department: No concerns at this time.
- Salida Police Department: No issues at this time.
- Salida Parks and Recreation Department: The 4-acre park site as shown is acceptable but may not be sufficient to address the needs of the entire subdivision. The first phase of park improvements must be delineated in a Subdivision Improvements Agreement and future phases of park improvements shall be identified by the Director of Parks and Recreation to be consistent with the city's park development standards.

- Public Works Department and City Engineering Consultants: The size of the stormwater detention basin areas appear to be insufficient for the entire property. Appropriate calculations and sizing will need to be provided with any proposed development plan. A complete set of civil construction plans for all public improvements must be submitted as part of a Subdivision Improvement Agreement prior to the issuance of any building permits for the subdivision.
- Salida Finance Department: Upon development system development fees for water and wastewater will be required to be paid.
- Salida School District: When development fees are applicable, we will take fees in lieu of land.
- Xcel Energy: No major concerns. Response letter attached.
- Atmos Energy: A gas main located at the western boundary of the property needs to be indicated.
- Chaffee County Planning Department: No comments received.
- Chaffee County Building Department: No comments received.
- Visionary Broadband. No comments at this time.

## Recommendation

Staff provided five recommended conditions to Planning Commission for approval of the subdivision. There was a lengthy discussion about the park. Planning Commission generally favored exempting Places to Age from responsibility for development of the park. Ultimately, Planning Commission unanimously (7-0) recommended approval of the Salida Quality Farms / Meadowlark Drive LLC Subdivision subject to the following conditions. **Planning Commission's amendments to the original staff conditions are in bold.** *Additional staff recommendations for clarifying these conditions with City Council's motion are included in underlined italics.*

1. The proposed subdivision includes a public park dedication of a minimum of 4 acres, as required by the annexation agreement. The first phase of development of the 4-acre park shall be required to be completed prior to the issuance of a certificate of occupancy for any structure within the subdivision **other than those developed by Places to Age.**

    - Staff recommends rephrasing to clarify what applies to the 8-acre parcel as follows: *The first phase of development of the 4-acre park shall be required to be completed prior to the issuance of a certificate of occupancy for any structure within the subdivision with the exception of structures built on the 8-acre parcel identified as "Parcel 3" of the proposed Salida Quality Farms / Meadowlark Drive Subdivision Plat, which is proposed to be owned and developed by the Places to Age for the purposes of senior care facilities, senior housing and related services. "Places to Age" refers to the 501c3 non-profit organization with whom the City has a Memorandum of Understanding.*

2. The first phase of public park improvements shall include the entire 4 acres and shall consist of at a minimum: grading; irrigation; turfgrass; park signage; 8-ft wide concrete shared-use paths along the perimeter of the park and street trees at the required intervals; a path connection to the park in Angelview Neighborhood Subdivision extending across the entire park in the proposed subdivision to CR 120 (Poncha Boulevard); and 2 park benches with 2 shade trees near each bench along the path. **Any developer within the subdivision other than Places to Age shall be required to comply with this requirement.**

3. **Places to Age shall be exempt from park development expenses as the 4-acre park dedication requirement as** *identified in the annexation agreement fulfills the park dedication requirement solely for the 8-acre parcel identified as "Parcel 3" of the proposed Salida Quality Farms / Meadowlark Drive Subdivision Plat.*

4. Construction documents complying with the City of Salida Park Development Manual and Park Construction Standards and Specifications shall be submitted to the Director of Parks and Recreation for review and approval as part of the Subdivision Improvements Agreement and prior to the issuance of any building permits in the subdivision **other than for the 8-acre parcel** *proposed to be* **developed by Places to Age**.

5. Future phases of park improvements shall be identified by the Director of Parks and Recreation to be consistent with the city's park development standards.

6. A full set of civil engineering plans for all other public and right-of-way improvements *including the 8-ft shared use path and associated parkway improvements* as illustrated on The Utility Plan - Phase 1 shall be submitted to the Director of Public Works for review and approval *to be constructed* as part of the Subdivision Improvements Agreement and prior to the issuance of any building permits in the subdivision.

7. *An 8-foot wide concrete shared-use path, street trees, turf and irrigation shall be constructed generally within city right-of-way along the north and west perimeters of the park as required to meet city standards prior to a certificate of occupancy for any structure in the subdivision.*

## Fiscal Impact

There is no immediate fiscal impact, however postponing of responsibility for construction of park improvements places these costs upon an unknown source with no set timeline, or possibly to the city.

## Motion

"I move to _____Resolution 2025-37 approving the Salida Quality Farms, LLC / Meadowlark Drive Subdivision as it meets the applicable review standards for a subdivision, subject to the following conditions:

1. The first phase of development of the 4-acre park shall be required to be completed prior to the issuance of a certificate of occupancy for any structure within the subdivision with the exception of structures built on the 8-acre parcel identified as "Parcel 3" of the proposed Salida Quality Farms / Meadowlark Drive Subdivision Plat, which is proposed to be owned and developed by the Places to Age for the purposes of senior care facilities, senior housing and related services. "Places to Age" refers to the 501c3 non-profit organization with whom the City has a Memorandum of Understanding.

2. The first phase of public park improvements shall include the entire 4 acres and shall consist of at a minimum: grading; irrigation; turfgrass; park signage; 8-ft wide concrete shared-use paths along the perimeter of the park and street trees at the required intervals; a path connection to the park in Angelview Neighborhood Subdivision extending across the entire park in the proposed subdivision to CR 120 (Poncha Boulevard); and 2 park benches with 2 shade trees near each bench along the path. Any developer within the subdivision other than Places to Age shall be required to comply with this requirement.

3. Places to Age shall be exempt from park development expenses as the 4-acre park dedication requirement as identified in the annexation agreement fulfills the park dedication requirement solely for the 8-acre parcel identified as “Parcel 3” of the proposed Salida Quality Farms / Meadowlark Drive Subdivision Plat.

4. Construction documents complying with the City of Salida Park Development Manual and Park Construction Standards and Specifications shall be submitted to the Director of Parks and Recreation for review and approval as part of the Subdivision Improvements Agreement and prior to the issuance of any building permits in the subdivision other than for the 8-acre parcel proposed to be developed by Places to Age.

5. Future phases of park improvements shall be identified by the Director of Parks and Recreation to be consistent with the city’s park development standards.

6. A full set of civil engineering plans for all other public and right-of-way improvements including the 8-ft shared use path and associated parkway improvements as illustrated on The Utility Plan - Phase 1 shall be submitted to the Director of Public Works for review and approval to be constructed as part of the Subdivision Improvements Agreement and prior to the issuance of any building permits in the subdivision.

7. An 8-foot wide concrete shared-use path, street trees, turf and irrigation shall be constructed generally within city right-of-way along the north and west perimeters of the park as required to meet city standards prior to a certificate of occupancy for any structure in the subdivision.

## Attachments:

A. Resolution 2024–46 - Memorandum of Understanding with Places to Age
B. Publication Notice
C. Major Impact Review and General Development Applications
D. Draft Salida Quality Farms / Meadowlark Drive LLC Phase I Subdivision Plat
E. Utility Plan
F. Ordinance 2024-13 – Salida Quality Farms / Meadowlark Drive Annexation
G. Resolution 2025-37 Resolution Approving the Salida Quality Farms / Meadowlark Drive LLC Subdivision
H. Minutes of Planning Commission meeting of June 10, 2025

**City Of Salida, Colorado**
**Resolution No. 37**
**Series of 2025**

**A Resolution of the City Council of the City of Salida, Colorado, approving the Salida Quality Farms, LLC / Meadowlark Drive Subdivision**

**WHEREAS**, on June 5, 2024, James L. Treat representing Salida Quality Farms, LLC filed a General Development Application (the "Petition") for a Major Impact Review of the Salida Quality Farms, LLC / Meadowlark Drive Phase I Subdivision,

**WHEREAS,** the property is zoned R-3, High Density Residential and subject to specific conditions of Resolution 2024-52 (Salida Quality Farms, LLC / Meadowlark Drive Annexation Agreement); and

**WHEREAS,** the Planning Commission and City Council held a conceptual meeting on the proposed Major Subdivision on April 14, 2025; and

**WHEREAS,** on June 10, 2025 the City of Salida Planning Commission held a public hearing and recommended approval of the Salida Quality Farms, LLC / Meadowlark Drive Subdivision (Phase I), which consists of a total of 4 development parcels, 2 public park parcels (4 acres total), 2 outlots for stormwater detention and associated public street and utility rights-of-way;

**WHEREAS,** the Salida City Council held a duly noticed public hearing on August 19, 2025.

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

The Salida Quality Farms, LLC / Meadowlark Drive Subdivision (Phase I) is hereby approved, subject to the following conditions:

1. The first phase of development of the 4-acre park shall be required to be completed prior to the issuance of a certificate of occupancy for any structure within the subdivision with the exception of structures built on the 8-acre parcel identified as "Parcel 3" of the proposed Salida Quality Farms / Meadowlark Drive Subdivision Plat, which is proposed to be owned and developed by the Places to Age for the purposes of senior care facilities, senior housing and related services. "Places to Age" refers to the 501c3 non-profit organization with whom the City has a Memorandum of Understanding.

2. The first phase of public park improvements shall include the entire 4 acres and shall consist of at a minimum: grading; irrigation; turfgrass; park signage; 8-ft wide concrete shared-use paths along the perimeter of the park and street trees at the required intervals; a path connection to the park in Angelview Neighborhood Subdivision extending across the entire park in the proposed subdivision to CR

120 (Poncha Boulevard); and 2 park benches with 2 shade trees near each bench along the path. Any developer within the subdivision other than Places to Age shall be required to comply with this requirement.

3. Places to Age shall be exempt from park development expenses as the 4-acre park dedication requirement as identified in the annexation agreement fulfills the park dedication requirement solely for the 8-acre parcel identified as “Parcel 3” of the proposed Salida Quality Farms / Meadowlark Drive Subdivision Plat.

4. Construction documents complying with the City of Salida Park Development Manual and Park Construction Standards and Specifications shall be submitted to the Director of Parks and Recreation for review and approval as part of the Subdivision Improvements Agreement and prior to the issuance of any building permits in the subdivision other than for the 8-acre parcel proposed to be developed by Places to Age.

5. Future phases of park improvements shall be identified by the Director of Parks and Recreation to be consistent with the city’s park development standards.

6. A full set of civil engineering plans for all other public and right-of-way improvements including the 8-ft shared use path and associated parkway improvements as illustrated on The Utility Plan - Phase 1 shall be submitted to the Director of Public Works for review and approval to be constructed as part of the Subdivision Improvements Agreement and prior to the issuance of any building permits in the subdivision.

7. An 8-foot wide concrete shared-use path, street trees, turf and irrigation shall be constructed generally within city right-of-way along the north and west perimeters of the park as required to meet city standards prior to a certificate of occupancy for any structure in the subdivision.

**RESOLVED, APPROVED AND ADOPTED this 19th day of August, 2025.**

CITY OF SALIDA, COLORADO

_____
Mayor

[SEAL]
ATTEST:

_____
City Clerk/Deputy City Clerk

**CITY OF SALIDA, COLORADO**
**RESOLUTION NO. 46**
**(Series of 2024)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA COLORADO, APPROVING THE MEMORADUM OF UNDERSTANDING BETWEEN THE CITY OF SALIDA AND PLACES TO AGE**

**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 recognizes the need for housing for all members of the community as well as the need to provide services to older citizens who require greater assistance as they age; and

**WHEREAS**, Places to Age is a non-profit organization that focuses on providing assisted living and memory care facilities to Chaffee County; and

**WHEREAS**, Places to Age has developed a project proposal for a senior housing development to potentially include independent living, assisted living, and memory care facilities within the City; and

**WHEREAS**, the City and Places to Age wish to enter into a Memorandum of Understanding ("MOU") to formally delineate agreed upon conditions and responsibilities that pertain to the future development of the Places to Age project; and

**WHEREAS**, it is the desire of the City Council to adopt this MOU between the City and Places to Age; and

**WHEREAS**, the City Council finds it in the best interest of the City to adopt the MOU, attached and incorporated herein, to guide the City and Places to Age through the development of this senior housing development project.

**NOW THEREFORE, BE IT 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 Memorandum of Understanding, attached and incorporated herein as Exhibit A, is hereby approved and adopted.

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

CITY OF SALIDA

By_____
Dan Shore, Mayor

[SEAL]

ATTEST:_____
City Clerk/Deputy City Clerk

**MEMORANDUM OF UNDERSTANDING**
**between the City of Salida and Places to Age Non-profit Corporation**

This Memorandum of Understanding (MOU) is made this ___ day of ___ ____, 2024 between City of Salida ("City") and Places to Age, a Colorado non-profit corporation whose address is P.O. Box 502, Salida, CO 81201 ("Places to Age") :

## I. Recitals

1. Places to Age is a non-profit corporation with the goal of bringing assisted living and memory care facilities to Chaffee County and has developed a project proposal for a senior housing development to include independent living, assisted living, and memory care facilities (the "Project");

2. The City of Salida and Places to Age wish to enter into this MOU to delineate agreed upon conditions and responsibilities that pertain to the future development of the Project;

3. The Project location is preliminarily identified as shown on "Exhibit A" attached; and

4. The Parties intend to bind themselves to the obligations stated in this Agreement.

## II. Understanding between the Parties

5. The City agrees to establish one point of contact, Carolyn Poissant, Senior Planner, as the point of contact for the City to be available to provide Salida-specific information regarding the process. Places to Age agrees to provide Cheryl Brown-Kovacic as the point of contact.

6. The City further agrees to share examples of requests for proposals (RFPs) for construction and other samples to use as a guide and to complete the Annexation Impact report as requested by the County prior to the annexation public hearing by the City Council.

7. Places to Age agrees to utilize an architect/design team with expertise in senior housing and to contract with a programming/operations consultant with expertise in senior care facility management.

8. The City will assist with composing a template for letters of support ("LOS") for grant applications and helping to identify appropriate parties and entities to obtain LOS from. Additionally, the City will inform Places to Age of potential

funding sources and grant opportunities. The City is under no obligation, nor does it agree to provide any type of cash match for funding.

9. Places to Age will seek and apply for funding and grants for the Project available through a variety of sources, including other local entities and non-profits; state and federal programs; and private funders and foundations. Places to Age will further execute and comply with all applicable funding and grant requirements. Places to Age will complete, file, and obtain all applicable approvals for all contract reporting documentation.

10. Requests for fee waivers will by made by Places to Age, which fee waiver request shall be reasonably considered by the City Council during the applicable quasi-judicial land use hearings.

11. The City agrees to discuss options for flexibility in terms of the order and timing of required payments and submittals throughout the process of the Project, including completion of public improvements.

12. Through coordination with the City, Places to Age agrees to meet the intent of the City's Inclusionary Housing Ordinance. Places to Age will explore providing inclusionary housing within the Project through workforce housing, and/or independent living units.

13. By executing this MOU, the parties do not waive any immunity or limit liability contained in the Colorado Governmental Immunity Act; do not create a multi-year fiscal obligation; and do not create any other financial obligation not supported by a current appropriation.

14. This MOU does not create any rights in any individual not a party to this document.

CITY OF SALIDA

By: _____
CITY ADMINISTRATOR

PLACES TO AGE

By: _____
DIRECTOR

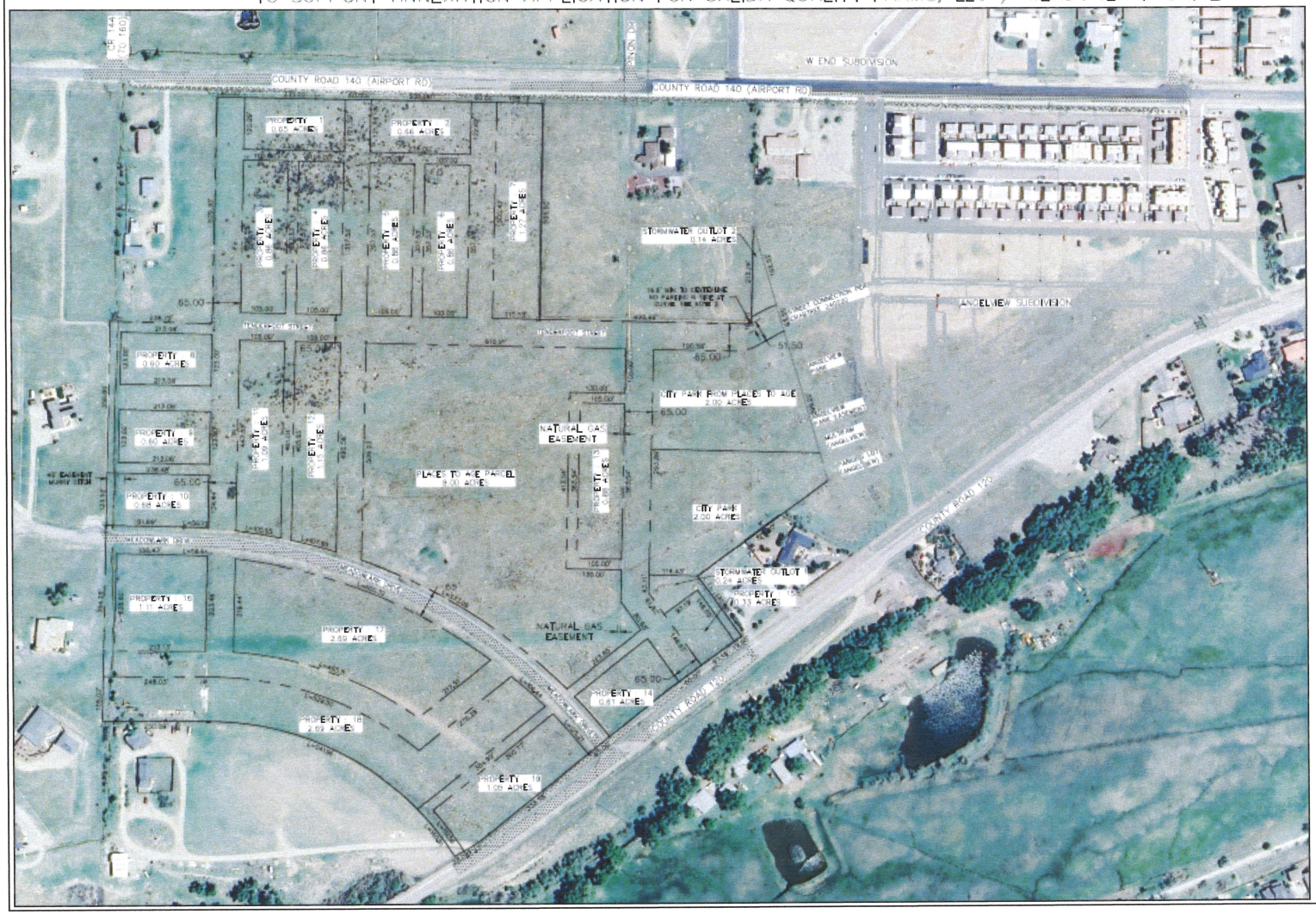
ATTEST:

_____
CITY CLERK / DEPUTY CITY CLERK

# EXHIBIT A

CONCEPTUAL PLAN

TO SUPPORT ANNEXATION APPLICATION FOR SALIDA QUALITY FARMS, LLC / MEADOWLARK DRIVE



**PUBLIC NOTICE**

**Notice of Public Hearing Before the Salida Planning Commission and the City Council for the City of Salida Concerning a Major Impact Development Application for the Salida Quality Farms LLC / Meadowlark Drive Major Subdivision**

**To All Members of the Public And Interested Persons: Please Take Notice** that on **June 10th, 2025** at or about the hour of 6:00 p.m., a public hearing will be conducted by the **City of Salida Planning Commission** at City Council Chambers, 448 East First Street, Suite 190, Salida, Colorado and online at the following link: https://zoom.us/webinar/register/WN_xjx49yp-6TRKd4wWX5LzyUw

The hearing is regarding applications for the Salida Quality Farms, LLC Major Impact application for a Major Subdivision submitted by and on behalf of James L. Treat for the 43.02-acre property located on Meadowlark Drive between Poncha Blvd. and Airport Rd. (Parcel No. 380706200024) The City is considering the petition to subdivide the parcel into 4 development parcels, a public park, 2 outlots and public street rights-of-way. The property was previously annexed into the City and zoned R-3 high-density residential.

The Planning Commission will review the subdivision plat and supportive information and make a recommendation to City Council. On **July 15th, 2025** at or about the hour of 6:00 p.m., a public hearing will be conducted by the **City of Salida City Council** regarding the aforementioned petition at City Council Chambers, 448 East First Street, Suite 190, Salida, Colorado and online at the following link: https://zoom.us/webinar/register/WN_IJIzcmlQTgqcTEDom-hRz5A

Interested persons are encouraged to attend the public hearing. Further information on the applications may be obtained from the Community Development Department by contacting carolyn.poissant@cityofsalida.com (719) 530-2628.

*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 link so your comments can be made part of the record. Published in The Mountain Mail May 23, 2025.

# LIMITED IMPACT & MAJOR IMPACT SUBMITTAL REQUIREMENTS

REQUIREMENT WAIVED

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.

REQUIREMENT WAIVED. EXTRAS AVAILABLE FROM ANNEXATION

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: REQUIREMENT WAIVED

(i) A development plan map, at a scale of one (1) inch equals fifty (50) feet or larger with 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); NONE

☑ 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: ← REQ. WAIVED

(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 ← NOT APPLICABLE

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

REQ. WAIVED

## 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.

There is a lack of senior housing in Salida which is well-known. The subdivision provides land to Places to Age, a non-profit, for construction of a senior housing facility. The subdivision also provides land to the city for a 4-acre park, and a multi-use trail. The park and trail align with comprehensive plan policy action R&OS-V.1: "Identify and prioritize parcels around the city for the future acquisition for parks, trails and open space."

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.

Future development within the subdivision will conform to the Land Use Code.

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

Future development within the subdivision will conform to the Land Use Code.

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.

The subdivision provides city park land adjacent to neighboring large-lot single family homes.

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.

No nuisance conditions are anticipated.

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.

The utility plan shows connection points for municipal water and sewer to serve the subdivision. Electric, gas, and communications facilities surround the parcel.

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.

No significant deterioration is anticipated. The site is flat, with sparse ground cover typical of vacant, non-irrigated former agricultural land. The irrigation ditch that runs along the west side of the subdivision will be undisturbed by this phase. Right to ranch guidelines will be followed in all phases of development to protect the irrigation ditch.

# GENERAL DEVELOPMENT APPLICATION

448 East First Street, Suite 112
Salida, CO 81201
Phone: 719-539-4555 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) Subdivision
- ☐ Other:_____

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

### A. Applicant Information

Name of Applicant: Salida Quality Farms (owner James L Treat)

Mailing Address: 225 G Street, Salida, CO 81201

Telephone Number: 719-539-4391 FAX: _____

Email Address: chaffeetitle@gmail.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: PHASE 1, SALIDA QUALITY FARMS MEADOWLARK DRIVE

Street Address: NONE

Legal Description: Lot_____ Block____ Subdivision ATTACHED (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 James L. Treat Date 6-2-2025

Signature of property owner_____ Date_____

April 30, 2025

Carolyn Poissant
City of Salida, Community Development
448 E. First Street, Suite 112
Salida, CO 81201

Dear Ms. Poissant,

I am submitting this application for subdivision in order to donate land to Places to Age on which a senior living facility will be constructed. The items included with this application are as specified in the Major Impact Review form, except as noted "waived" per City Council instruction at the April 14, 2025 conceptual review, and the City of Salida's Memorandum of Understanding with Places to Age, which allows for flexibility on the timing of required submittals. Submittal items:

A. Major Impact Review Form

1. General Development Application
2. Current Survey
3. This description
4. Special Fee and Cost Reimbursement Agreement
5. Addresses for public notice
6. Construction plans – waived. Utility Plan included.
7. Zoning action – none
8. Subdivision Plat
9. Other requirements – waived
10. CDOT Access Permit – N/A
11. Street lights, signs, and traffic control plan – waived

Please contact me if you have questions or concerns.

Sincerely,

James L Treat
Owner, Salida Quality Farms, LLC

Joyce M. Renz Chaffee County Clerk
Reception #: 404372
Pages Recorded: 1
Document Type: WD
Recording Fee: $28.00
Date Recorded: 12/28/2012 3:17:00 PM

# WARRANTY DEED

State Documentary Fee
Date DEC 28 2012
$ 0

THIS DEED, made this 27th day of December, 2012, between

James L. Treat and Wanda L. Treat

of the County of Chaffee and State of Colorado, Grantor, and

Salida Quality Farms, LLC,
a Colorado Limited Liability Company,

whose legal address is: 225 G Street, Salida, Colorado 81201
of the County of Chaffee and State of Colorado, grantee:

WITNESS, that the grantor, for and in consideration of the sum of ($10.00) Ten dollars and Zero cents, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, its heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Chaffee and State of Colorado, described as follows:

See Exhibit "A" attached hereto and incorporated by reference herein.

Also known by street and number as: 7800 County Road 120, Salida, CO 81201.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, its heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain, and agree to and with the grantee, its heirs and assigns, that at the time of the ensealing and delivery of these presents, he was well seized of the premises above conveyed, had good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and had good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except general taxes for 2012 and subsequent years, and except easements, rights-of-way, restrictive covenants and reservations, if any.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, its heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

James L. Treat

Wanda L. Treat

COUNTY OF CHAFFEE )

The foregoing instrument was acknowledged before me this 27th day of December, 2012, by James L. Treat and Wanda L. Treat.
My commission expires:. July 26, 2013
Witness my hand and official seal.

CAROL M HELMING
S E ANDtary Public
State of Colorado
Notary ID 19894006770
My Commission Expires Jul 26, 2013

Carol M Helming
Notary Public

EXHIBIT "A" Continued

Lots 1 and 2
Meadowlark Subdivision Exemption
as shown on Plat filed March 16, 2005
at Reception No. 349581.

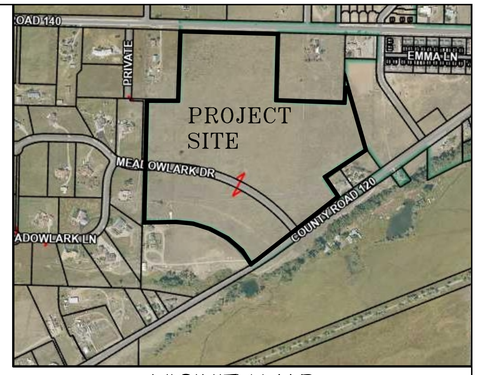
## Accts with Reception #s With Books and Pages by NAME

| | | | | |
|---|---|---|---|---|
| ACCT NO. R380706200024 | ACCTTYPE | Vacant Land | TAX DISTRICT 06 | SHORTENED LEGAL DESCRIPTION |
| OWNER SALIDA QUALITY FARMS LLC | | 2023 ACTUAL VALUE | $1,213,765 | LOTS 1 & 2 MEADOWLARK SUBDIVISION EXEMPTIONPLAT 349581 SUB272 REC 404372INCLUDES 3807062-00-025 |
| | | 2023 ASSESSED VALUE | $338,640 | |
| 225 G ST | | 2023 TAX DOLLARS | $16,286.89 | |
| SALIDA | CO 812012018 | | | |
| 1 MEADOWLARK DR | | UNINCORPORATED CHAFFEE COUNTY | | |

DEEDT NO BOOK PAGE GRANTOR

# SALIDA QUALITY FARMS, LLC/MEADOWLARK DRIVE SUBDIVISION

## A SUBDIVISION OF LOT 1 AND LOT 2, MEADOWLARK SUBDIVISION EXEMPTION
## CITY OF SALIDA
## CHAFFEE COUNTY, COLORADO




VICINITY MAP
NOT TO SCALE

## PRIMARY CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL PERSONS BY THESE PRESENTS THAT SALIDA QUALITY FARMS, LLC, THE FEE OWNER OF THE FOLLOWING DESCRIBED PROPERTY:

LOTS 1 AND 2, MEADOWLARK SUBDIVISION EXEMPTION AS SHOWN ON PLAT FILED MARCH 16, 2005 AT RECEPTION NO. 349581
CITY OF SALIDA, 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:

**SALIDA QUALITY FARMS, LLC / MEADOWLARK DRIVE SUBDIVISION**

THE UNDERSIGNED HEREBY DEDICATES TO THE CITY OF SALIDA AS PUBLIC ROADS, THE STREETS AND ROADS AS SHOWN ON SAID PLAT. THE UNDERSIGNED FURTHER DEDICATES 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. THE UNDERSIGNED FURTHER DEDICATES TO THE CITY OF SALIDA "PARK PARCEL 1" FOR USE AS A CITY PARK. THE UNDERSIGNED FURTHER DEDICATES TO PLACES TO AGE, LLC "PARK PARCEL 2" AND "PARCEL 3". THE UNDERSIGNED FURTHER DEDICATES TO THE SALIDA QUALITY FARMS, LLC / MEADOWLARK DRIVE SUBDIVISION HOME OWNER'S ASSOCIATION "HOA PARCEL 1" AND "HOA PARCEL 2" FOR STORM WATER DETENTION.

IN WITNESS WHEREOF THE UNDERSIGNED HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS_____DAY OF_____20__

BY: _____ (SALIDA QUALITY FARMS, LLC REPRESENTATIVE)

COUNTY OF CHAFFEE )
) SS.
STATE OF COLORADO )

THE FORGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS___DAY OF _____20__, BY _____ (SALIDA QUALITY FARMS, LLC REPRESENTATIVE). WITNESS MY HAND AND SEAL.

MY COMMISSION EXPIRES_____.

_____
NOTARY PUBLIC

## SECONDARY CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL PERSONS BY THESE PRESENTS THAT PLACES TO AGE, LLC, THE FEE OWNER OF THE FOLLOWING DESCRIBED PROPERTY:

PARCEL 3 AND PARK PARCEL 2
SALIDA QUALITY FARMS, LLC / MEADOWLARK DRIVE SUBDIVISION
CITY OF SALIDA
CHAFFEE COUNTY, COLORADO

THE UNDERSIGNED HEREBY DEDICATES TO THE CITY OF SALIDA "PARK PARCEL 2" FOR USE AS A CITY PARK.

IN WITNESS WHEREOF THE UNDERSIGNED HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS_____DAY OF_____20__

BY: _____ (PLACES TO AGE, LLC REPRESENTATIVE)

COUNTY OF CHAFFEE )
) SS.
STATE OF COLORADO )

THE FORGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS___DAY OF _____20__, BY _____ (PLACES TO AGE, LLC REPRESENTATIVE). 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 WEST BOUNDARY LOT 1, MEADOWLARK SUBDIVISION EXEMPTION, BETWEEN 2 ALUMINUM CAPS AS SHOWN HEREON, HAVING A BEARING OF SOUTH 01°25'56" WEST.
2) 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.
3) NO LOT SALES OR BUILDING PERMITS ARE ALLOWED WITHIN THE SUBDIVISION UNTIL A SUBDIVISION IMPROVEMENT AGREEMENT HAS BEEN EXECUTED BY THE CITY OF SALIDA
4) 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 BY THE OWNER OF EACH LOT WITHIN THIS SUBDIVISION PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR ANY NEW RESIDENCE ON SUCH LOT.
5) PER SECTION 16-6-120-11 OF THE SALIDA MUNICIPAL CODE, NO RESIDENTIAL FACADE ELEVATION SHALL BE REPEATED MORE THAN ONCE EVERY FIVE (5) LOTS ON THE SAME SIDE OF THE STREET, NOR SHALL AN ELEVATION BE REPEATED DIRECTLY ACROSS THE STREET FROM THE SAME FACADE ELEVATION. MIRROR IMAGES OF THE SAME RESIDENTIAL FACADE SHALL NOT COUNT AS TWO DISTINCTLY DIFFERENT FACADES.
6) THIS PLAT SUBJECT TO THE TERMS & CONDITIONS AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED AT RECEPTION NO._____
7) SALIDA QUALITY FARMS, LLC / MEADOWLARK SUBDIVISION IS SUBJECT TO ARTICLE XIII.-INCLUSIONARY HOUSING OF THE SALIDA MUNICIPAL CODE AS AMENDED AND AS IN EFFECT AT THE TIME OF DEVELOPMENT.
8) THE SUBDIVISION SHALL COMPLY WITH ALL APPLICABLE CITY BUILDING, FIRE AND SAFETY CODES FOR ALL FUTURE PROPOSED DEVELOPMENT
9) THE SUBDIVISION SHALL COMPLY WITH SECTION 16-6-120. SUBDIVISION REVIEW STANDARDS AND ALL OTHER PROVISIONS OF THE SALIDA MUNICIPAL CODE, AS AMENDED
10) THE PORTION OF THE PROPERTY LOCATED WITHIN APPROXIMATELY 200 FEET FROM THE WESTERN BOUNDARY OF THE PROPERTY WHERE IT ABUTS THE MEADOWLARK ESTATES SUBDIVISION SHALL BE DEVELOPED WITH A DENSITY NO GREATER THAN AND DIMENSIONAL STANDARDS CONSISTENT WITH THE CURRENT R-2 ZONING AS STATED IN THE ANNEXATION AGREEMENT (RESOLUTION 2024-52).

## CERTIFICATE OF STREET & UTILITY MAINTENANCE

PUBLIC NOTICE IS HEREBY GIVEN THAT NEITHER THE DEDICATED PUBLIC ROADS NOR THE PUBLIC UTILITIES SHOWN ON THIS PLAT WILL BE MAINTAINED BY THE CITY OF SALIDA UNTIL AND UNLESS THE SUBDIVIDER CONSTRUCTS THE STREETS, ROADS AND UTILITIES IN ACCORDANCE WITH THE SUBDIVISION AGREEMENT, IF ANY, AND THE SUBDIVISION REGULATIONS IN EFFECT AT THE DATE OF THE RECORDING OF THIS PLAT, AND APPROVAL OF THE CITY HAS BEEN ISSUED TO THAT EFFECT. WHEN THE CITY APPROVES A STREET OR UTILITY FOR MAINTENANCE, THE STREET OR UTILITY SHALL BECOME PUBLIC IN ALL SENSES OF THE WORD AND THE SUBDIVIDER HAS NO FURTHER OBLIGATIONS IN REGARDS TO THAT PARTICULAR STREET OR UTILITY.

## 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 SALIDA QUALITY FARMS, LLC, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES EXCEPT AS LISTED BELOW:

_____

_____

_____

DATED THIS ____ DAY OF _____, 20__.

_____
TITLE AGENT

## CITY COUNCIL APPROVAL

THIS PLAT IS APPROVED FOR FILING AND THE CITY HEREBY ACCEPTS THE DEDICATION OF THE STREETS AND ROADS SHOWN HEREON SUBJECT TO THE "STREET MAINTENANCE" SET FORTH ABOVE, AND FURTHER ACCEPTS THE DEDICATION OF THE EASEMENTS SHOWN HEREON.

SIGNED THIS ____DAY OF _____. 20__.
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

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.

PRELIMINARY DRAFT
INTENDED FOR REVIEW BY CLIENT AND AGENTS ONLY

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

COLORADO LICENSED
SYDNEY ARTHUR SCHIEREN
37937
PROFESSIONAL LAND SURVEYOR

| | |
|---|---|
| REVISED:MAY 22, 2025 | |
| JUNE 2, 2025 | |
| JUNE 3, 2025 | |
| JUNE 6, 2025 | |
| JULY 11, 2025 | |
| JULY 22, 2025 | |
| | |
| | |
| JOB # 23108 | |
| DATE: APRIL 29, 2025 | |
| SHEET 1 OF 2 | |

**SALIDA QUALITY FARMS, LLC/ MEADOWLARK DRIVE SUBDIVISION**

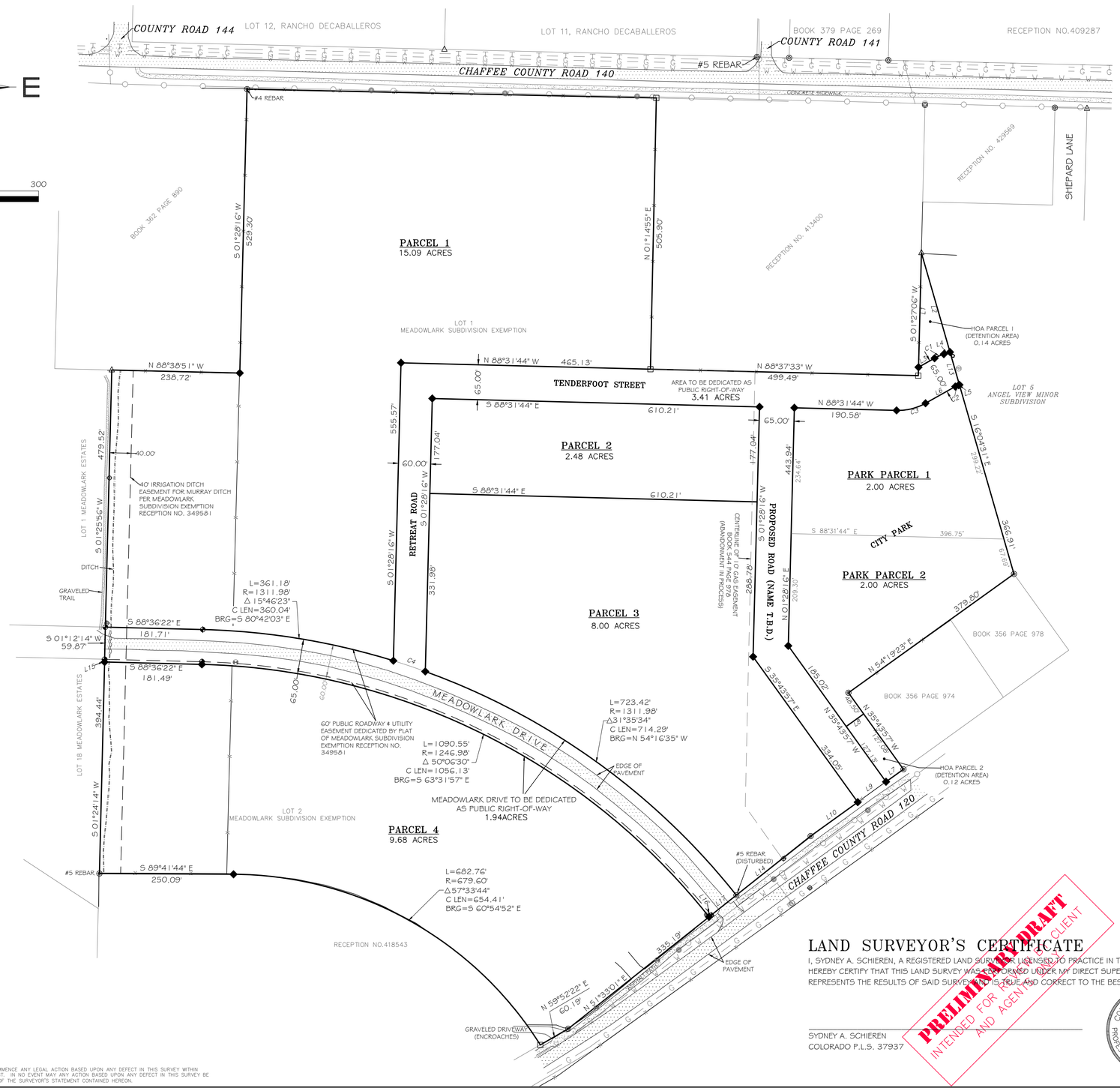
*A SUBDIVISION OF LOT 1 AND LOT 2, MEADOWLARK SUBDIVISION EXEMPTION*
*CITY OF SALIDA*
*CHAFFEE COUNTY, COLORADO*

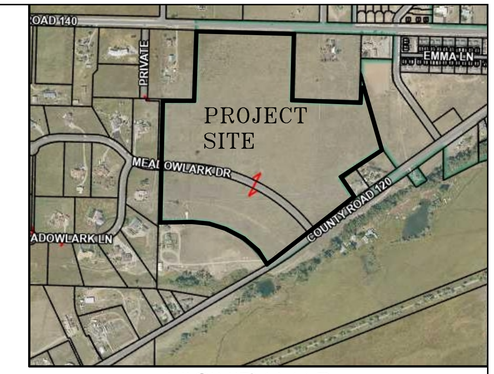
LANDMARK SURVEYING & MAPPING
P.O. BOX 668 SALIDA, CO 81201
PH 719.539.4021 FAX 719.539.4031

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.

# SALIDA QUALITY FARMS, LLC/MEADOWLARK DRIVE SUBDIVISION

## A SUBDIVISION OF LOT 1 AND LOT 2, MEADOWLARK SUBDIVISION EXEMPTION
## CITY OF SALIDA
## CHAFFEE COUNTY, COLORADO




VICINITY MAP
NOT TO SCALE

## LEGEND

- FOUND 1" ALUMINUM CAP, LS 1776, UNLESS OTHERWISE NOTED
- FOUND #5 REBAR WITH STEEL TAG, LS 6753
- FOUND 1 1/2" ALLUMINUM CAP, LS 16117
- FOUND 1 1/2" ALUMINUM CAP, LS 23904
- SET 1 1/2" ALUMINUM CAP, LS 37937
- WATER VALVE
- WATER METER
- POWER POLE
- SEWER MAN HOLE
- TELEPHONE PEDESTAL
- STREET SIGN
- FIRE HYDRANT
- SIGN 'UNDERGROUND GAS'
- FENCE
- OVERHEAD UTILITY
- UNDERGROUND WATER LINE
- UNDERGROUND GAS LINE
- OVERHEAD TELEPHONE LINE

| LINE | BEARING | DISTANCE |
|---|---|---|
| L1 | S 01°27'06" W | 213.28' |
| L2 | S 16°04'31" E | 192.52' |
| L3 | N 60°45'12" E | 34.29' |
| L4 | N 71°36'42" E | 12.11' |
| L5 | N 71°36'27" E | 1.71' |
| L6 | N 60°45'12" E | 63.66' |
| L7 | N 54°14'56" E | 40.00' |
| L8 | N 54°19'23" E | 40.00' |
| L9 | N 54°14'56" E | 65.00' |
| L10 | N 54°14'56" E | 108.29' |
| L13 | S 16°04'31" E | 63.55' |
| L14 | N 51°29'30" E | 176.90' |
| L15 | S 01°24'14" W | 5.13' |
| L16 | S 51°33'01" W | 5.01' |
| L17 | S 51°29'30" W | 60.00' |

| CURVE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE |
|---|---|---|---|---|---|
| C1 | 100.00' | 18.94' | 18.92' | N 66°10'49" E | 10°51'15" |
| C2 | 35.00' | 6.63' | 6.62' | S 66°10'49" W | 10°51'15" |
| C3 | 105.00' | 56.29' | 55.62' | N 76°06'44" E | 30°43'04" |
| C4 | 1311.98' | 62.78' | 62.77' | S 71°26'36" E | 2°44'29" |

## LAND SURVEYOR'S CERTIFICATE

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

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

PRELIMINARY DRAFT
INTENDED FOR REVIEW BY CLIENT AND AGENTS ONLY

COLORADO LICENSED
SYDNEY ARTHUR SCHIEREN
37937
PROFESSIONAL LAND SURVEYOR

| | |
|---|---|
| REVISED: | |
| DATE: JUNE 2, 2025 | |
| DATE: JUNE 3, 2025 | |
| DATE: JULY 22, 2025 | |
| JOB # 23108 | |
| DATE: APRIL 29, 2025 | |
| SHEET 2 OF 2 | |

**SALIDA QUALITY FARMS, LLC/ MEADOWLARK DRIVE SUBDIVISION**

*A SUBDIVISION OF LOT 1 AND LOT 2, MEADOWLARK SUBDIVISION EXEMPTION*
*CITY OF SALIDA*
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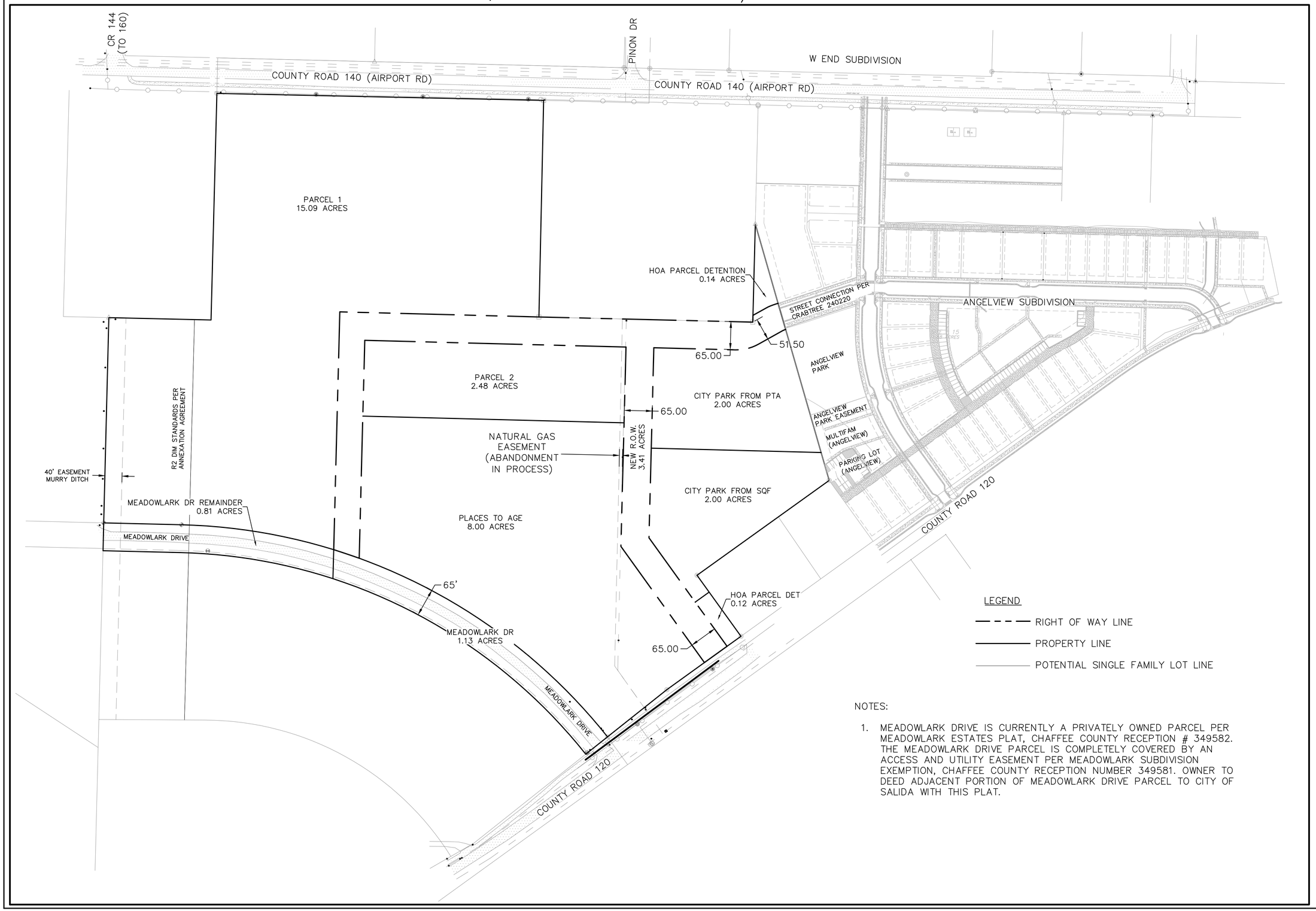
# CONCEPTUAL PLAN

## PHASE 1, SALIDA QUALITY FARMS/MEADOWLARK DRIVE SUBDIVISION




NOTES:

1. MEADOWLARK DRIVE IS CURRENTLY A PRIVATELY OWNED PARCEL PER MEADOWLARK ESTATES PLAT, CHAFFEE COUNTY RECEPTION # 349582. THE MEADOWLARK DRIVE PARCEL IS COMPLETELY COVERED BY AN ACCESS AND UTILITY EASEMENT PER MEADOWLARK SUBDIVISION EXEMPTION, CHAFFEE COUNTY RECEPTION NUMBER 349581. OWNER TO DEED ADJACENT PORTION OF MEADOWLARK DRIVE PARCEL TO CITY OF SALIDA WITH THIS PLAT.

N

0 100 200

1"=100'

PLACES TO AGE
JOB #24004

DRAWN BY BILL HUSSEY
SALIDA, CO

7/17/25

SHEET 1 OF 2

# UTILITY PLAN

## PHASE 1, SALIDA QUALITY FARMS MEADOWLARK DRIVE SUBDIVISION

PLACES TO AGE
JOB #24004

DRAWN BY BILL HUSSEY
SHREDGNAR, LLC
SALIDA, CO

7/17/25

SHEET 2 OF 2

C:\Users\billh\OneDrive\Documents_shredgnar_projects\24004 places to age\cad

Reception #496342 Date: 10/31/2024 2:00 PM ORD
Pages: 1 of 6 Rec Fee $35.00 Doc Fee $0.00 Sur $3.00 Mine $0.00
Lori A Mitchell Chaffee County Clerk

# CITY OF SALIDA, COLORADO
# ORDINANCE NO. 13
# SERIES OF 2024

## AN ORDINANCE OF THE CITY OF SALIDA, COLORADO ANNEXING TO THE CITY OF SALIDA A CERTAIN TRACT OF LAND IN UNINCORPORATED CHAFFEE COUNTY KNOWN AS THE SALIDA QUALITY FARMS, LLC – MEADOWLARK DRIVE ANNEXATION

**WHEREAS**, on June 5, 2024, representatives of Salida Quality Farms, LLC, filed a General Development Application (the "Petition") to commence proceedings to annex to the City of Salida (the "City") a certain unincorporated tract of land described as Meadowlark Subdivision Exemption Plat Lots 1 and 2, located on Meadowlark Drive along with portions of County Road 120 and County Road 140, comprised of a total of 48.98 acres in the County of Chaffee, State of Colorado (the "Property"), and being more particularly described on Exhibit A, attached hereto and incorporated herein by reference; and

**WHEREAS**, pursuant to C.R.S. §31-12-108, the City Council by Resolution No. 39, Series of 2024 specified that the City Council would hold a hearing on the proposed annexation at its regular meeting on August 20, 2024 commencing at the hour of 6 p.m. in the City Council Chambers, 448 East First Street, Salida, Colorado; and

**WHEREAS**, pursuant to C.R.S. §31-12-108 to -110, the City Council on August 20, 2024 held a duly-noticed public hearing to consider the proposed annexation; and

**WHEREAS**, notice of such hearing was published on July 12, 2024, July 19, 2024, July 26, 2024, and August 2, 2024 in *The Mountain Mail* newspaper; and

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

**WHEREAS,** the City hereby sets forth its Findings of Fact, Determinations, and Conclusions with regard to annexation to the City of the Salida Quality Farms, LLC – Meadowlark Drive Annexation; and

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

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

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

2. The City hereby approves the annexation of the Property described on Exhibit A, attached hereto with the following conditions of approval, and such real Property is hereby annexed to and made a part of the City of Salida.

   1) All proposed development shall comply with the provisions of the Municipal Code.

   2) A minimum of 4 acres of park and open space, generally consistent with the location and configuration adjacent to Angelview Subdivision as shown on the Concept Plan submitted with the annexation application, shall be dedicated prior to development of the parcel. Such dedication shall not preclude any requirements for additional park and open space dedication or fees-in-lieu associated with future development of the property.

   3) An internal shared-use path network and appropriate right-of-way dedications shall be required in association with any future development.

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

   A. File one (1) copy of the Annexation Plat and the original of this Annexation Ordinance in the office of the City Clerk of the City of Salida, Colorado;

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

   C. File one certified copy of this Annexation Ordinance and one copy of the Annexation Map in the office of the County Assessor of Chaffee County, Colorado.

**INTRODUCED ON FIRST READING**, on the 6th day of August, 2024, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the City of Salida by the City Council on the 9th day of August, 2024, and set for second reading and public hearing on the 20th day of August, 2024.

INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED PUBLISHED BY TITLE ONLY, by the City Council on the 20th day of August, 2024.

CITY OF SALIDA, COLORADO

Mayor Pro tem

[SEAL]

ATTEST:

City Clerk/Deputy Clerk

PUBLISHED IN FULL in the Mountain Mail after First Reading on the 9th day of August, 2024, and BY TITLE ONLY, after final adoption on the 23rd day of August, 2024.

City Clerk/Deputy City Clerk

# EXHIBIT A

## ANNEXATION PARCEL A – 1

## ANNEXATION PARCEL A - 2

**LEGAL DESCRIPTION**
**OF**
**A TRACT OF LAND**

**A - 1**

ALL THAT TRACT OF LAND LOCATED IN THE NORTH HALF (N 1/2) OF SECTION 6, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT, MARKED BY A 1 1/2" ALUMINUM CAP STAMPED LS 16117, FROM WHENCE THE REFERENCE MONUMENT TO THE NORTH QUARTER CORNER OF SAID SECTION 6 BEARS NORTH 71°50'25" EAST, A DISTANCE OF 1067.19 FEET, SAID REFERENCE MONUMENT LIES 14.82 FEET DUE NORTH OF THE QUARTER CORNER AND IS MARKED BY A 2 1/2" ALUMINUM CAP WITNESS CORNER STAMPED LS 16117;
THENCE SOUTH 01°27'06" WEST, A DISTANCE OF 228.98 FEET;
THENCE NORTH 88°37'33" WEST, A DISTANCE OF 499.49 FEET;
THENCE SOUTH 09°16'37" EAST, A DISTANCE OF 993.48 FEET TO THE NORTHERLY RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO.120;
THENCE SOUTH 35°52'34" EAST, A DISTANCE OF 78.90 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SAID CHAFFEE COUNTY ROAD NO.120;
THENCE NORTH 54°11'52" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 769.79 FEET;
THENCE NORTH 35°52'31" WEST, A DISTANCE OF 86.72 FEET TO SAID NORTHERLY RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO.120;
THENCE SOUTH 54°14'56" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 379.80 FEET;
THENCE NORTH 35°43'57" WEST, A DISTANCE OF 175.58 FEET;
THENCE NORTH 54°19'23" EAST, A DISTANCE OF 379.80 FEET;
THENCE NORTH 16°04'31" WEST, A DISTANCE OF 622.98 FEET TO THE POINT OF BEGINNING.
CONTAINING 10.99 ACRES, MORE OR LESS.

LANDMARK
SURVEYING & MAPPING
SYDNEY A. SCHIEREN, PLS 37937
PO BOX 668
SALIDA, COLORADO 81201

**LEGAL DESCRIPTION**
**OF**
**A TRACT OF LAND**

**A-2**

ALL THAT TRACT OF LAND LOCATED IN THE NORTH HALF (N 1/2) OF SECTION 6, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT, MARKED BY A 1 1/2" ALUMINUM CAP STAMPED LS 16117, FROM WHENCE THE REFERENCE MONUMENT TO THE NORTH QUARTER CORNER OF SAID SECTION 6 BEARS NORTH 71°50'25" EAST, A DISTANCE OF 1,067.19 FEET, SAID REFERENCE MONUMENT LIES 14.82 FEET DUE NORTH OF THE QUARTER CORNER AND IS MARKED BY A 2 1/2" ALUMINUM CAP WITNESS CORNER STAMPED LS 16117;
THENCE SOUTH 01°27'06" WEST, A DISTANCE OF 228.98 FEET;
THENCE NORTH 88°37'33" WEST, A DISTANCE OF 499.49 FEET TO A #5 REBAR WITH STEEL TAG STAMPED LS 6753 AND THE TRUE POINT OF BEGINNING;
THENCE NORTH 01°14'55" EAST, A DISTANCE OF 505.90 FEET TO THE SOUTH RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 140;
THENCE SOUTH 88°30'09" EAST ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 246.18 FEET;
THENCE NORTH 01°00'32" EAST, A DISTANCE OF 81.14 FEET TO THE NORTH RIGHT-OF-WAY OF SAID CHAFFEE COUNTY ROAD 140;
THENCE NORTH 88°30'31" WEST, A DISTANCE OF 60.01 FEET;
THENCE NORTH 88°36'35" WEST, A DISTANCE OF 948.80 FEET, THIS AND THE PRECEDING COURSE ARE ALONG SAID NORTH RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 140;
THENCE SOUTH 01°23'25" WEST, A DISTANCE OF 83.07 FEET TO SAID SOUTH RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 140 AND THE NORTHWEST CORNER OF LOT 1, MEADOWLARK SUBDIVISION EXEMPTION;
THENCE SOUTH 01°28'16" WEST, A DISTANCE OF 529.30 FEET;
THENCE NORTH 88°38'51" WEST, A DISTANCE OF 238.72 FEET;
THENCE SOUTH 01°25'56" WEST, A DISTANCE OF 479.52 FEET;
THENCE SOUTH 01°12'14" WEST, A DISTANCE OF 59.87 FEET;
THENCE SOUTH 01°24'14" WEST, A DISTANCE OF 399.57 FEET TO THE SOUTHWEST CORNER OF LOT 2, MEADOWLARK SUBDIVISION EXEMPTION;
THENCE SOUTH 89°41'44" EAST, A DISTANCE OF 250.09 FEET TO A POINT OF CURVATURE;
THENCE SOUTHEASTERLY A DISTANCE OF 682.76 FEET ALONG A CURVE DEFLECTING TO THE RIGHT AND HAVING A RADIUS OF 679.60 FEET, A DELTA ANGLE OF 57°33'44", A CHORD BEARING OF SOUTH 60°54'52" EAST AND A CHORD LENGTH OF 654.41 FEET TO THE NORTHERLY RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 120;
THENCE SOUTH 30°30'00" EAST, A DISTANCE OF 58.27 FEET TO THE SOUTH RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 120;
THENCE NORTH 59°30'00" EAST, A DISTANCE OF 89.65 FEET;
THENCE NORTH 54°11'52" EAST, A DISTANCE OF 375.89 FEET, THIS AND THE PRECEDING COURSE ARE ALONG SAID SOUTH RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 120;

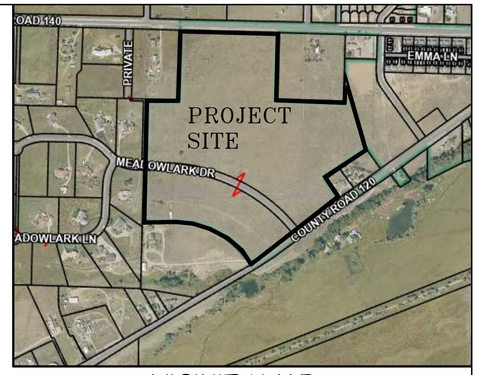
THENCE NORTH 35°52'34" WEST, A DISTANCE OF 78.90 FEET TO THE NORTH RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 120;
THENCE NORTH 09°16'37" WEST, A DISTANCE OF 993.48 FEET TO THE POINT OF BEGINNING.
CONTAINING 37.99 ACRES, MORE OR LESS.

PREPARED BY:

LANDMARK
SURVEYING & MAPPING
SYDNEY A. SCHIEREN, PLS 37937
PO BOX 668, SALIDA, COLORADO 81201

# SALIDA QUALITY FARMS, LLC/MEADOWLARK DRIVE SUBDIVISION

## A SUBDIVISION OF LOT 1 AND LOT 2, MEADOWLARK SUBDIVISION EXEMPTION
## CITY OF SALIDA
## CHAFFEE COUNTY, COLORADO




VICINITY MAP
NOT TO SCALE

## PRIMARY CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL PERSONS BY THESE PRESENTS THAT SALIDA QUALITY FARMS, LLC, THE FEE OWNER OF THE FOLLOWING DESCRIBED PROPERTY:

LOTS 1 AND 2, MEADOWLARK SUBDIVISION EXEMPTION AS SHOWN ON PLAT FILED MARCH 16, 2005 AT RECEPTION NO. 349581
CITY OF SALIDA, 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:

**SALIDA QUALITY FARMS, LLC / MEADOWLARK DRIVE SUBDIVISION**

THE UNDERSIGNED HEREBY DEDICATES TO THE CITY OF SALIDA AS PUBLIC ROADS, THE STREETS AND ROADS AS SHOWN ON SAID PLAT. THE UNDERSIGNED FURTHER DEDICATES 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. THE UNDERSIGNED FURTHER DEDICATES TO THE CITY OF SALIDA "PARK PARCEL 1" FOR USE AS A CITY PARK. THE UNDERSIGNED FURTHER DEDICATES TO PLACES TO AGE, LLC "PARK PARCEL 2" AND "PARCEL 3". THE UNDERSIGNED FURTHER DEDICATES TO THE SALIDA QUALITY FARMS, LLC / MEADOWLARK DRIVE SUBDIVISION HOME OWNER'S ASSOCIATION "HOA PARCEL 1" AND "HOA PARCEL 2" FOR STORM WATER DETENTION.

IN WITNESS WHEREOF THE UNDERSIGNED HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS_____DAY OF_____20__

BY: _____ (SALIDA QUALITY FARMS, LLC REPRESENTATIVE)

COUNTY OF CHAFFEE )
) SS.
STATE OF COLORADO )

THE FORGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS___DAY OF _____20__, BY _____ (SALIDA QUALITY FARMS, LLC REPRESENTATIVE). WITNESS MY HAND AND SEAL.

MY COMMISSION EXPIRES_____.

_____
NOTARY PUBLIC

## SECONDARY CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL PERSONS BY THESE PRESENTS THAT PLACES TO AGE, LLC, THE FEE OWNER OF THE FOLLOWING DESCRIBED PROPERTY:

PARCEL 3 AND PARK PARCEL 2
SALIDA QUALITY FARMS, LLC / MEADOWLARK DRIVE SUBDIVISION
CITY OF SALIDA
CHAFFEE COUNTY, COLORADO

THE UNDERSIGNED HEREBY DEDICATES TO THE CITY OF SALIDA "PARK PARCEL 2" FOR USE AS A CITY PARK.

IN WITNESS WHEREOF THE UNDERSIGNED HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS_____DAY OF_____20__

BY: _____ (PLACES TO AGE, LLC REPRESENTATIVE)

COUNTY OF CHAFFEE )
) SS.
STATE OF COLORADO )

THE FORGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS___DAY OF _____20__, BY _____ (PLACES TO AGE, LLC REPRESENTATIVE). 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 WEST BOUNDARY LOT 1, MEADOWLARK SUBDIVISION EXEMPTION, BETWEEN 2 ALUMINUM CAPS AS SHOWN HEREON, HAVING A BEARING OF SOUTH 01°25'56" WEST.
2) 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.
3) NO LOT SALES OR BUILDING PERMITS ARE ALLOWED WITHIN THE SUBDIVISION UNTIL A SUBDIVISION IMPROVEMENT AGREEMENT HAS BEEN EXECUTED BY THE CITY OF SALIDA
4) 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 BY THE OWNER OF EACH LOT WITHIN THIS SUBDIVISION PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR ANY NEW RESIDENCE ON SUCH LOT.
5) PER SECTION 16-6-120-11 OF THE SALIDA MUNICIPAL CODE, NO RESIDENTIAL FACADE ELEVATION SHALL BE REPEATED MORE THAN ONCE EVERY FIVE (5) LOTS ON THE SAME SIDE OF THE STREET, NOR SHALL AN ELEVATION BE REPEATED DIRECTLY ACROSS THE STREET FROM THE SAME FACADE ELEVATION. MIRROR IMAGES OF THE SAME RESIDENTIAL FACADE SHALL NOT COUNT AS TWO DISTINCTLY DIFFERENT FACADES.
6) THIS PLAT SUBJECT TO THE TERMS & CONDITIONS AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED AT RECEPTION NO._____
7) SALIDA QUALITY FARMS, LLC / MEADOWLARK SUBDIVISION IS SUBJECT TO ARTICLE XIII.-INCLUSIONARY HOUSING OF THE SALIDA MUNICIPAL CODE AS AMENDED AND AS IN EFFECT AT THE TIME OF DEVELOPMENT.
8) THE SUBDIVISION SHALL COMPLY WITH ALL APPLICABLE CITY BUILDING, FIRE AND SAFETY CODES FOR ALL FUTURE PROPOSED DEVELOPMENT
9) THE SUBDIVISION SHALL COMPLY WITH SECTION 16-6-120. SUBDIVISION REVIEW STANDARDS AND ALL OTHER PROVISIONS OF THE SALIDA MUNICIPAL CODE, AS AMENDED
10) THE PORTION OF THE PROPERTY LOCATED WITHIN APPROXIMATELY 200 FEET FROM THE WESTERN BOUNDARY OF THE PROPERTY WHERE IT ABUTS THE MEADOWLARK ESTATES SUBDIVISION SHALL BE DEVELOPED WITH A DENSITY NO GREATER THAN AND DIMENSIONAL STANDARDS CONSISTENT WITH THE CURRENT R-2 ZONING AS STATED IN THE ANNEXATION AGREEMENT (RESOLUTION 2024-52).

## CERTIFICATE 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 SALIDA QUALITY FARMS, LLC, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES EXCEPT AS LISTED BELOW:

_____

_____

_____

DATED THIS ____ DAY OF _____, 20__.

_____
TITLE AGENT

## CERTIFICATE OF STREET & UTILITY MAINTENANCE

PUBLIC NOTICE IS HEREBY GIVEN THAT NEITHER THE DEDICATED PUBLIC ROADS NOR THE PUBLIC UTILITIES SHOWN ON THIS PLAT WILL BE MAINTAINED BY THE CITY OF SALIDA UNTIL AND UNLESS THE SUBDIVIDER CONSTRUCTS THE STREETS, ROADS AND UTILITIES IN ACCORDANCE WITH THE SUBDIVISION AGREEMENT, IF ANY, AND THE SUBDIVISION REGULATIONS IN EFFECT AT THE DATE OF THE RECORDING OF THIS PLAT, AND APPROVAL OF THE CITY HAS BEEN ISSUED TO THAT EFFECT. WHEN THE CITY APPROVES A STREET OR UTILITY FOR MAINTENANCE, THE STREET OR UTILITY SHALL BECOME PUBLIC IN ALL SENSES OF THE WORD AND THE SUBDIVIDER HAS NO FURTHER OBLIGATIONS IN REGARDS TO THAT PARTICULAR STREET OR UTILITY.

## CITY COUNCIL APPROVAL

THIS PLAT IS APPROVED FOR FILING AND THE CITY HEREBY ACCEPTS THE DEDICATION OF THE STREETS AND ROADS SHOWN HEREON SUBJECT TO THE "STREET MAINTENANCE" SET FORTH ABOVE, AND FURTHER ACCEPTS THE DEDICATION OF THE EASEMENTS SHOWN HEREON.

SIGNED THIS ____DAY OF _____. 20__.
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

I, SYDNEY A. SCHIEREN, A REGISTERED LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS LAND SURVEYING 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.

PRELIMINARY DRAFT
INTENDED FOR REVIEW BY CLIENT AND AGENTS ONLY

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

COLORADO LICENSED
SYDNEY ARTHUR SCHIEREN
37937
PROFESSIONAL LAND SURVEYOR

| | |
|---|---|
| REVISED:MAY 22, 2025 | |
| JUNE 2, 2025 | |
| JUNE 3, 2025 | |
| JUNE 6, 2025 | |
| JULY 11, 2025 | |
| JULY 22, 2025 | |
| | |
| | |
| JOB # 23108 | |
| DATE: APRIL 29, 2025 | |
| SHEET 1 OF 2 | |

**SALIDA QUALITY FARMS, LLC/ MEADOWLARK DRIVE SUBDIVISION**

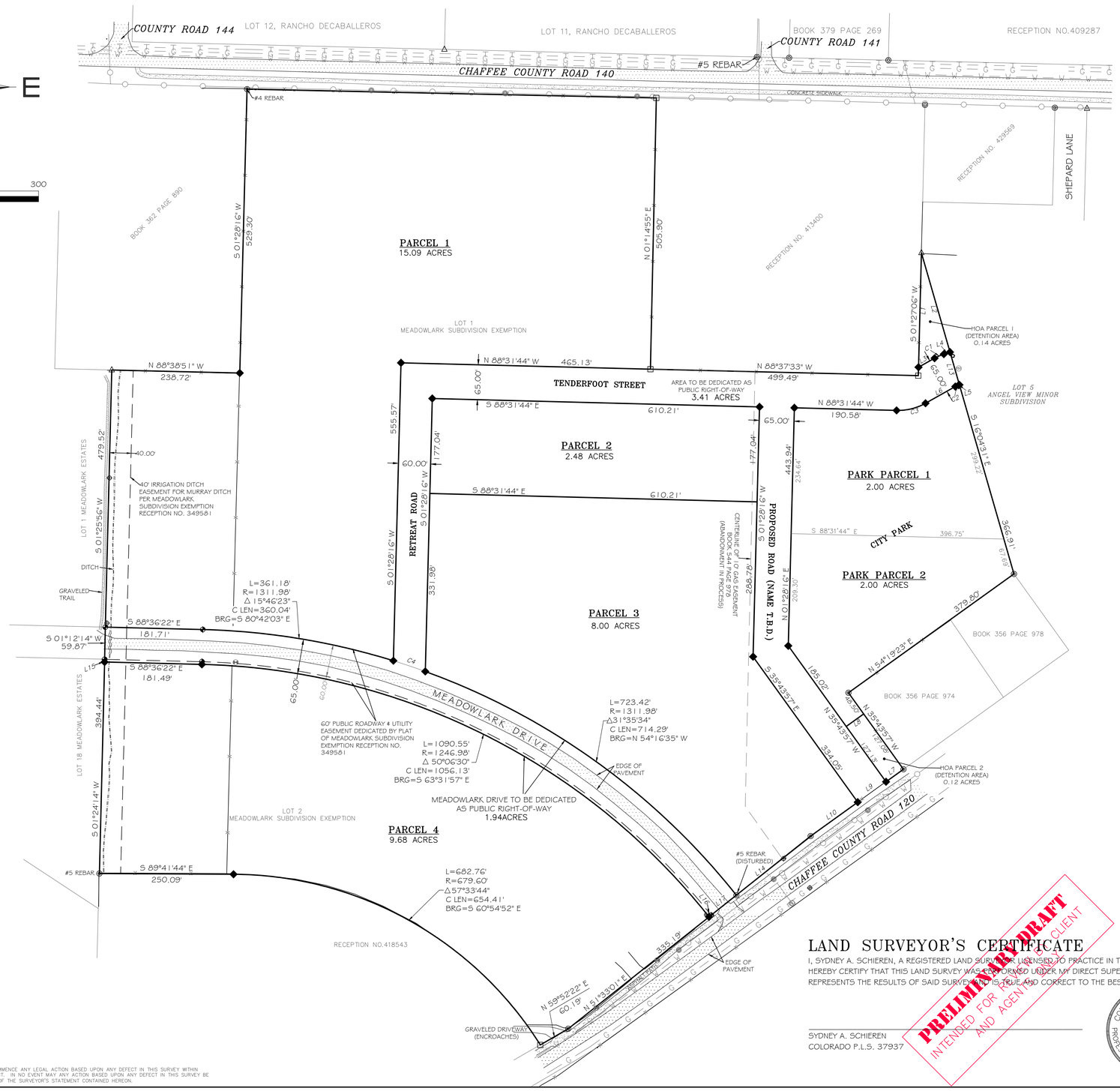
*A SUBDIVISION OF LOT 1 AND LOT 2, MEADOWLARK SUBDIVISION EXEMPTION*
*CITY OF SALIDA*
*CHAFFEE COUNTY, COLORADO*

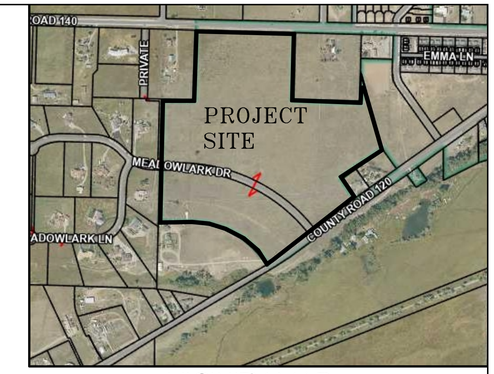
LANDMARK SURVEYING & MAPPING
P.O. BOX 668 SALIDA, CO 81201
PH 719.539.4021 FAX 719.539.4031

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.

# SALIDA QUALITY FARMS, LLC/MEADOWLARK DRIVE SUBDIVISION

## A SUBDIVISION OF LOT 1 AND LOT 2, MEADOWLARK SUBDIVISION EXEMPTION
## CITY OF SALIDA
## CHAFFEE COUNTY, COLORADO




VICINITY MAP
NOT TO SCALE

## LEGEND

- FOUND 1" ALUMINUM CAP, LS 1776, UNLESS OTHERWISE NOTED
- FOUND #5 REBAR WITH STEEL TAG, LS 6753
- FOUND 1 1/2" ALLUMINUM CAP, LS 16117
- FOUND 1 1/2" ALUMINUM CAP, LS 23904
- SET 1 1/2" ALUMINUM CAP, LS 37937
- WATER VALVE
- WATER METER
- POWER POLE
- SEWER MAN HOLE
- TELEPHONE PEDESTAL
- STREET SIGN
- FIRE HYDRANT
- SIGN 'UNDERGROUND GAS'
- FENCE
- OVERHEAD UTILITY
- UNDERGROUND WATER LINE
- UNDERGROUND GAS LINE
- OVERHEAD TELEPHONE LINE

| LINE | BEARING | DISTANCE |
|---|---|---|
| L1 | S 01°27'06" W | 213.28' |
| L2 | S 16°04'31" E | 192.52' |
| L3 | N 60°45'12" E | 34.29' |
| L4 | N 71°36'42" E | 12.11' |
| L5 | N 71°36'27" E | 1.71' |
| L6 | N 60°45'12" E | 63.66' |
| L7 | N 54°14'56" E | 40.00' |
| L8 | N 54°19'23" E | 40.00' |
| L9 | N 54°14'56" E | 65.00' |
| L10 | N 54°14'56" E | 108.29' |
| L13 | S 16°04'31" E | 63.55' |
| L14 | N 51°29'30" E | 176.90' |
| L15 | S 01°24'14" W | 5.13' |
| L16 | S 51°33'01" W | 5.01' |
| L17 | S 51°29'30" W | 60.00' |

| CURVE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE |
|---|---|---|---|---|---|
| C1 | 100.00' | 18.94' | 18.92' | N 66°10'49" E | 10°51'15" |
| C2 | 35.00' | 6.63' | 6.62' | S 66°10'49" W | 10°51'15" |
| C3 | 105.00' | 56.29' | 55.62' | N 76°06'44" E | 30°43'04" |
| C4 | 1311.98' | 62.78' | 62.77' | S 71°26'36" E | 2°44'29" |

## LAND SURVEYOR'S CERTIFICATE

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

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

PRELIMINARY DRAFT
INTENDED FOR REVIEW BY CLIENT AND AGENTS ONLY

COLORADO LICENSED
SYDNEY ARTHUR SCHIEREN
37937
PROFESSIONAL LAND SURVEYOR

| REVISED: |
|---|
| DATE: JUNE 2, 2025 |
| DATE: JUNE 3, 2025 |
| DATE: JULY 22, 2025 |
| JOB # 23108 |
| DATE: APRIL 29, 2025 |
| SHEET 2 OF 2 |

**SALIDA QUALITY FARMS, LLC/ MEADOWLARK DRIVE SUBDIVISION**

*A SUBDIVISION OF LOT 1 AND LOT 2, MEADOWLARK SUBDIVISION EXEMPTION CITY OF SALIDA CHAFFEE COUNTY, COLORADO*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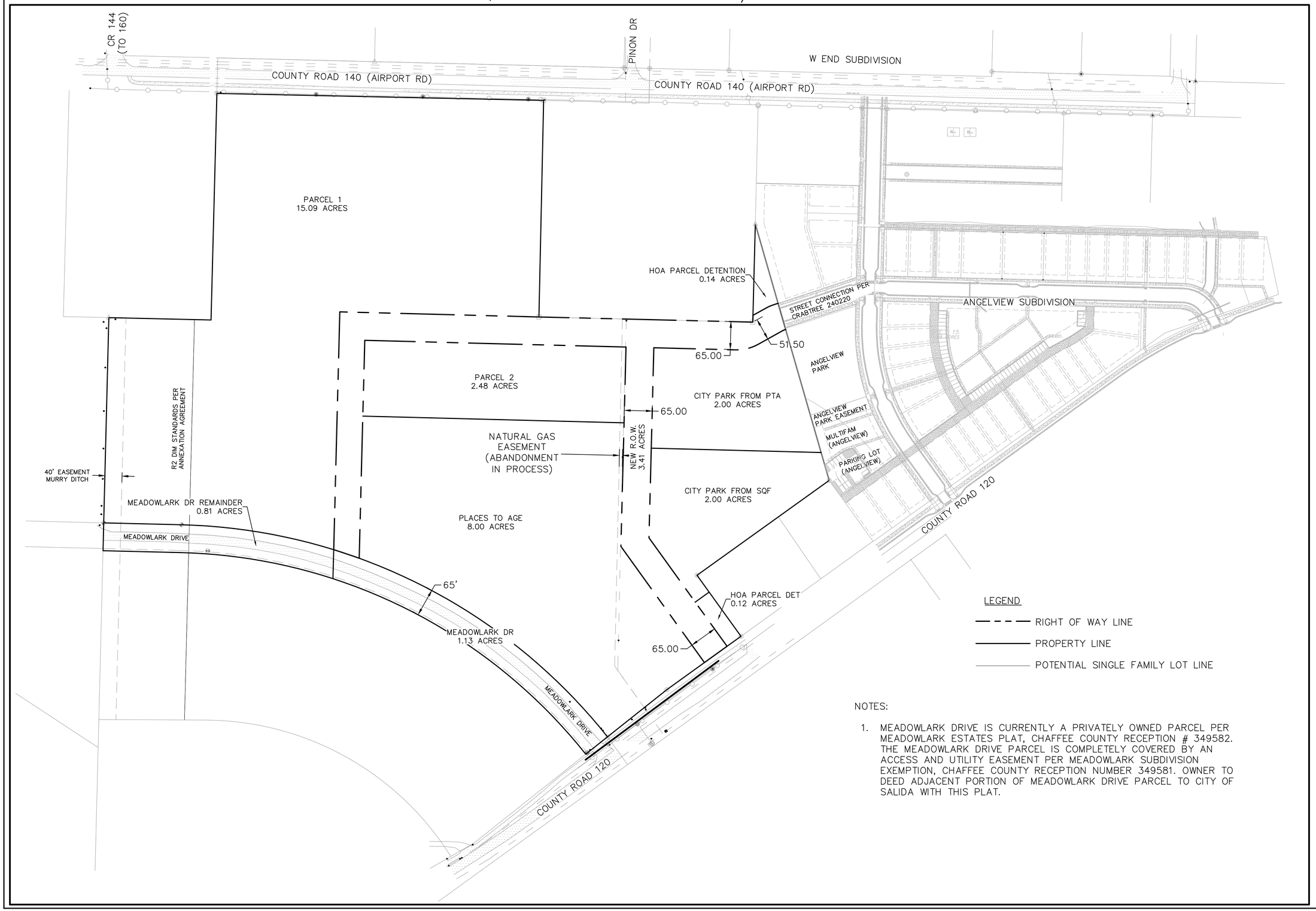
# CONCEPTUAL PLAN

## PHASE 1, SALIDA QUALITY FARMS/MEADOWLARK DRIVE SUBDIVISION




NOTES:

1. MEADOWLARK DRIVE IS CURRENTLY A PRIVATELY OWNED PARCEL PER MEADOWLARK ESTATES PLAT, CHAFFEE COUNTY RECEPTION # 349582. THE MEADOWLARK DRIVE PARCEL IS COMPLETELY COVERED BY AN ACCESS AND UTILITY EASEMENT PER MEADOWLARK SUBDIVISION EXEMPTION, CHAFFEE COUNTY RECEPTION NUMBER 349581. OWNER TO DEED ADJACENT PORTION OF MEADOWLARK DRIVE PARCEL TO CITY OF SALIDA WITH THIS PLAT.

PLACES TO AGE
JOB #24004

DRAWN BY BILL HUSSEY
SALIDA, CO

7/17/25

SHEET 1 OF 2

# UTILITY PLAN

## PHASE 1, SALIDA QUALITY FARMS MEADOWLARK DRIVE SUBDIVISION

PLACES TO AGE
JOB #24004

DRAWN BY BILL HUSSEY
SHREDGNAR, LLC
SALIDA, CO

7/17/25

SHEET 2 OF 2

C:\Users\billh\OneDrive\Documents_shredgnar_projects\24004 places to age\cad

# Planning Commission Regular Meeting

448 E. 1st Street, Room 190 Salida, Colorado 81201
June 10, 2025 at 6:00 PM

**Meeting Minutes**
***APPROVED 6.23.25***

Email public comments to: planning@cityofsalida.com
Please register for the Planning Commission
Meeting:https://zoom.us/webinar/register/WN_xjx49yp6TRKd4wWX5LzyUw
After registering, you will receive a confirmation email containing information about joining the webinar. To watch live meetings:
http://www.youtube.com/@cityofsalidacolorado

**Call to Order by Chairman – 6:01 PM**

**Roll Call – Present: Follet, Bomer, Kriebel, Colby, Derwingson, Bush, Layton4**

**Amendment(s) to Agenda**

**Approval of the Minutes**

**1.** A correction to the Minutes of March 24, 2025 was provided by Commissioner Bomer regarding the voting on Item No. 3 of the agenda concerning the Limited Impact Review approval for a Drive-In Food or Beverage Facility use at 1002 E HWY 50, Salida, CO 81201. It was noted and confirmed that Commissioner Layton voted "no." As such, the Minutes of March 24, 2025 have been corrected to state: Motion Approved 6-1 with Commissioner Layton voting "no."

Motion by Bomer, Second by Kriebel to amend the Minutes of March 24, 2025 as stated above.
**MOITON APPROVED 7-0**

Motion by Bomer, second by Bush to approve the Minutes of March 24, 2025 as amended.
**MOTION APPROVED 7-0**

**Unscheduled Citizens - none**

**New Business - Action Items**

**Public Hearings**

Public Hearings will follow the following procedure: A. Open Public Hearing B. Proof of Publication C. Staff Review of Application/Proposal D. Applicant's Presentation (if applicable) E. Public Input F. Close Public Hearing G. Commission Discussion H. Commission Decision or Recommendation

**2. Natural Medicine Ordinance**

Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting the Community Development Office at 448 E. 1st Street, Ste. 112, Salida, CO 81201, Ph.719-530-2628 at least 48 hours in advance.

It was pointed out by the City's legal consultant that the ordinance included in the packet was an earlier version and was incorrect. The necessary amendments to the draft ordinance were provided by the City's legal consultant to reflect Commissioner requests.

Motion by Bomer, second by Colby to amend the draft Ordinance regarding Natural Medicine contained in today's packet by removing the last sentence in Part 7 – Lighting of Natural Medicine Businesses, and changing Table 16-D Schedule of Uses for Natural Medicine Healing Centers and Natural Medicine Businesses other than Healing Centers from a Permitted Use to Administrative Review in the respective columns.

**MOTION APPROVED 7-0**

Motion by Bomer, second by Colby to recommend City Council approve the amended proposed text of the attached draft Ordinance of the City of Salida Amending Chapter 16 of the City's Municipal Code By Amending Section 16-4-190 Regarding Natural Medicine and Amending Section 16-4-150(d) Regarding Table of Permitted Uses, plus the amendment to Section 7 regarding Lighting, which was part of the draft amendment.

**MOTION APPROVED 7-0**

**3. Major Impact Review for the Proposed Salida Quality Farms, LLC / Meadowlark Drive Major Subdivision**

Motion by Bomer, second by Colby to recommend City Council approve the Salida Quality Farms, LLC / Meadowlark Drive Subdivision as it meets the intent of the applicable review standards for a subdivision, subject to the following conditions as amended by the Commission **(Note: items in bold provided by Commission members as requested to be subject to City Attorney review; items in *italics and bold* inserted by staff to reflect the requirements of the annexation agreement as discussed in the meeting):**

**(1)** The proposed subdivision includes a public park dedication of a minimum of 4 acres, as required by the annexation agreement. The first phase of development of the 4-acre park shall be required to be completed prior to the issuance of a certificate of occupancy for any structure within the subdivision **other than those developed by Places to Age.**

**(2)** The first phase of public park improvements shall include the entire 4 acres and shall consist of at a minimum: grading; irrigation; turfgrass; park signage; 8-ft wide concrete shared-use paths along the perimeter of the park and street trees at the required intervals; a path connection to the park in Angelview Neighborhood Subdivision extending across the entire park in the proposed subdivision to CR 120 (Poncha Boulevard); and 2 park benches with 2 shade trees near each bench along the path. **Any developer within the subdivision other than Places to Age shall be required to comply with this requirement.**

**(3) Places to Age shall be exempt from park development expenses as the 4-acre park dedication fulfills the park dedication requirement.**

**(4)** Future phases of park improvements shall be identified by the Director of Parks and Recreation to be consistent with the city's park development standards.

**(5)** Construction documents for the first phase of park improvements complying with the City of Salida Park Development Manual and Park Construction Standards and Specifications shall be submitted to the Director of Parks and Recreation for review and approval as part of the Subdivision Improvements Agreement and prior to the issuance of any building permits in the subdivision **other than for the 8-acre parcel developed by Places to Age**.

**(6)** A full set of civil engineering plans for all other public and right-of-way improvements ***including the 8-ft wide shared-use path and associated parkway improvements*** as illustrated on The Utility Plan - Phase 1 (Attachment C) shall be submitted to the Director of Public Works for review and approval ***to be constructed*** as part of the Subdivision Improvements Agreement and prior to the issuance of any building permits in the subdivision.

**MOTION APPROVED 7-0 (UNANIMOUS)**

**4. Recommendation on Proposed Granzella-City of Salida Annexation**

Motion by Bomer, second by Colby to recommend City Council approve the proposed Granzella-City of Salida Annexation as it meets the findings of fact for annexation, subject to specific conditions as outlined below as included in the staff report:

1. Owners shall meet the inclusionary housing requirements of Article XIII of Chapter 16 of the Salida Municipal Code at the time of building permit submittal for additional principal dwelling units constructed on the properties.

2. Owners agree to pay at the time of building permit all applicable fees for the properties in the amounts set forth pursuant to the Salida Municipal Code, or as hereafter amended, namely the5
Recommendation on Proposed Granzella-City of Salida Annexation
Planning Commission Public Hearing Agenda June 10, 2025 Page 5 of 6
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) among other fees.

3. It is acknowledged that all public open space requirements for Tract 1 have been satisfied via the sales agreement for Tracts 3 & 4 which are anticipated to allow for the provision of adequate open space.

4. The owner/developer of Tract 1 will be required complete the curb, gutter, and sidewalk for the north side of the future Nelson Way at time of development.

5. The owner/developer of Tract 1 will be required to connect and dedicate the undedicated portion of River Drive at time of development.

6. The City agrees to coordinate and take lead on improvements to Scott Street from Illinois Avenue to the future Nelson Way, including intersection improvements, which the City deems necessary, and which may include, for City street design, improvement to, opening of, completion of, utility work requirements, and to be financially responsible for this City Street development work done.

Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting the Community Development Office at 448 E. 1st Street, Ste. 112, Salida, CO 81201, Ph.719-530-2628 at least 48 hours in advance.

7. Owners of Tract 1 and successors and assigns agree to provide cost reimbursements to the City of Salida for utility installation (water and sewer) within Nelson Way; provided, however, owners' obligation for such cost reimbursements shall not exceed fifty percent (50%). Should owners of Tract 1 make the aforementioned utility installations (water and sewer) within Nelson Way, the City of Salida shall reimburse owners of Tract 1 for such cost at the time the City completes its development; provided, however, owners of Tract 1 obligation for such cost reimbursement shall not exceed fifty percent (50%). Notwithstanding the foregoing, the aforementioned cost reimbursement obligations shall expire ten (10) years following recordation of the Annexation Agreement with the Chaffee County Clerk and Recorder in accordance with applicable law.

**5. Recommendation on Proposed Granzella-City of Salida Zoning**

Motion by Bush, second by Bomer to recommend City Council approve the proposed zoning of the Granzella-City of Salida properties as proposed to be annexed: the 507 Scott Street property as R-3 High Density Residential Zone District and the 547 Scott Street Property as R-3 High Density Residential Zone District, as the requests meet the applicable review standards.

(Noted here that the 547 Scott Street property was recommended by staff to be zoned R-2, but changed by the Commission as per their motion.)

**MOTION APPROVED ~~7-0~~ Correction 6.23.25 vote was 5-2**

**Updates – provided by Director Almquist**

- Land Use Code Update
- Parking Issues

**Commissioners' Comments**

**Adjourn**

Motion by Bomer, second by Bush **MOTION APPROVED 7-0**

**Alternate Notice**
**An alternate can only vote on or make a motion on an agenda item if they are designated as a voting member at the beginning of an agenda item. If there is a vacant seat or a conflict of interest, the Chairman shall designate the alternate that will vote on the matter. If a Voting member shows up late to a meeting, they cannot vote on the agenda item if the alternate has been designated.

Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting the Community Development Office at 448 E. 1st Street, Ste. 112, Salida, CO 81201, Ph.719-530-2628 at least 48 hours in advance.

# CITY COUNCIL ACTION FORM

| DEPARTMENT | PRESENTED BY | DATE |
|---|---|---|
| Administration | Christy Doon - City Administrator | August 19, 2025 |

## AGENDA ITEM

Resolution 2025-38 – A Resolution of the City Council of the City of Salida, Colorado, Submitting a Ballot Question to the Electors of the City on the November 4, 2025 Ballot, Regarding F Street Access During the Summer Months of 2026, 2027 and 2028

## BACKGROUND

In 2020, amid the pandemic, the city closed two blocks of F Street from Sackett to First Street, and the 100 block from First Street to Second Street—to motorized traffic. The goal was to enable restaurants and retailers to expand outdoor seating and safely operate while maintaining social distancing. Locally designed planters and decorative barriers were introduced to enhance aesthetics and functionality. The closure remained through November 1, 2020, allowing extended outdoor use during fall and Halloween.

For 4 out of the last 5 years, the City has turned a portion of F Street downtown into a pedestrian mall/plaza during the summertime, closing it to vehicular traffic (the street remained open to vehicles in summer 2024).

In 2025, the City Council approved the F Street pedestrian plaza from May 1 to September 15, 2025. This plan aligned with the downtown streetscape renovation between 2nd and 3rd streets. Upgrades include new crossings, ADA ramps, parking enhancements, bike parking, infrastructure improvements, and additional street amenities.

The City Council is interested in understanding what the community would like to see with F Street and potential future closures.

## STAFF RECOMMENDATION

Staff are providing this information and Resolution as requested by City Council.

## FISCAL IMPACT

There is no fiscal impact.

## MOTION

A City Councilmember should state “I move to _____ Resolution 2025-38 – A Resolution of the City Council of the City of Salida, Colorado, Submitting a Ballot Question to the Electors of the City on the November 4, 2025 Ballot, Regarding F Street Access During the Summer Months of 2026, 2027 and 2028”, followed by a second and a roll call vote.

**City Of Salida, Colorado**
**Resolution No. 38**
**Series of 2025**

**A Resolution of the City Council of the City of Salida, Colorado, Submitting a Ballot Question to the Electors of the City on the November 4, 2025 Ballot, Regarding F Street Access During the Summer Months of 2026, 2027 and 2028.**

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

**WHEREAS**, previous closures of F Street, initially prompted by the negative health effects of the COVID-19 pandemic, have been received positively by many residents and members of the local business community. The City also recognizes that the closure of the street creates hardship for some in the community by removing parking spots; and

**WHEREAS**, pursuant to C.R.S 31-15-702(1)(a)(I), the governing body of each municipality has the power "[t]o lay out, establish, open, alter, widen, extend, grade, pave or otherwise improve streets, parks, and public grounds and vacate the same and … to regulate the use of the same"; and

WHEREAS, pursuant to C.R.S. 31-11-111(2), the City Council may submit to City voters any question; and

WHEREAS, the City Council, in making its decision as to whether or to what extent to restrict traffic on F Street between May and September over the next three years, would benefit greatly by hearing directly from City voters on the question; and

**WHEREAS**, accordingly, the City Council finds it desirable and appropriate, and in the best interest of the community to submit a ballot question concerning such traffic restrictions on F Street to City electors.

**Now, therefore, be it resolved by the City Council of the City of Salida, Colorado that:**

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

2. The following question shall be submitted to the registered electors of the City of Salida at the coordinated general election to be held on Tuesday, November 4, 2025. The City Clerk shall take the steps necessary to ensure the following ballot question is set:

   Shall the City of Salida restrict vehicular traffic on F Street, from Sackett Street south to the mid-200 block, for a period specified by the City

Council, from a date certain in May through a date certain in September, for the years of 2026, 2027 and 2028?

**Resolved, Approved and Adopted** this 19th day of August, 2025.

City of Salida, Colorado

By_____

Mayor

[SEAL]

[ATTEST]_____

City Clerk/Deputy City Clerk

# City Council Action Form

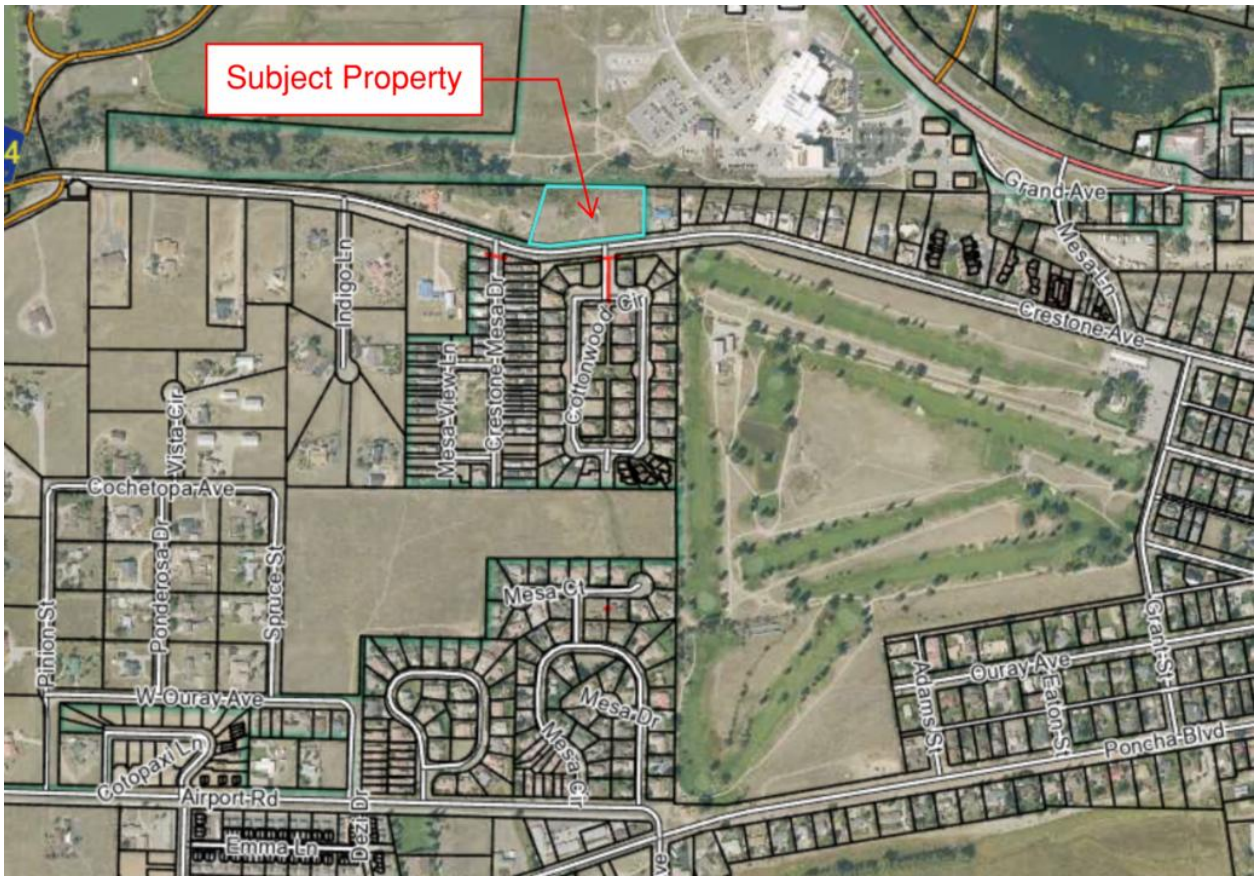
| Department | Presented By | Date |
|---|---|---|
| Community Development | Kristen Hodges - Associate Planner | August 19, 2025 |

## Agenda Item

Resolution 2025-39: A Resolution of the City Council of the City of Salida, Colorado, Approving an Annexation Agreement with Block 7 Development LLC for the Annexation of Certain Real Property into the City.

## Background

On May 14, 2025, staff received an application from High Desert Development, represented by Kenny Layton, to annex a 2.3-acre property located at 7305 County Road 160, which is owned by Block 7 Development, LLC (also represented by Kenny Layton).




**Vicinity Map**

The request was heard by the Planning Commission on June 23, 2025 and by City Council on July 15, 2025 where Council recommended the property be annexed with conditions. The conditions recommended by the City Council included the following:

1. Based on the applicant's subdivision proposal, in order to satisfy the inclusionary housing requirements, the developer may choose either A or B below:
    A. Follow basic application of the Salida Municipal Code:
        i. At minimum, provide two (2) for-sale units averaging no more than 130% AMI, and meet all other applicable Inclusionary Housing Standards. Any required fractional inclusionary housing units may utilize fee-in-lieu.
        ii. The two inclusionary housing units shall receive certificate of occupancy (CO) prior to CO of the 6th market-rate unit. A fee-in-lieu deposit shall be required on all market-rate units prior to CO until the inclusionary housing requirements have been satisfied. Once the inclusionary units have received CO, such fee-in-lieu deposits shall be returned to the developer.
    B. If the developer chooses to deviate from strict application of the Code, by providing rental units in an otherwise for-sale development:
        i. At minimum, provide two (2) rental units at a maximum of 80% AMI. If a third rental unit is provided, it shall be at a maximum of 100% AMI. All rental units must be rented out by the developer or a qualified non-profit housing developer such as Chaffee Housing Trust (CHT).
        ii. If, in the future, the rental units were to sell, they would remain as inclusionary housing for-sale units subject to Inclusionary Housing requirements, pursuant to the recorded Deed Restriction(s). The average AMI of the for-sale units shall not at any point exceed 130%.
        iii. Two of the inclusionary housing units shall receive certificate of occupancy (CO) prior to CO of the 6th market-rate unit. If a third inclusionary housing unit is provided, it shall receive CO prior to the CO of the 12th market-rate unit. A fee-in-lieu deposit shall be required on all market-rate units prior to CO until the inclusionary housing requirements have been satisfied. Once the inclusionary units have received CO, such fee-in-lieu deposits shall be returned to the developer in line with the timing described above.
2. Units on any lots dedicated to a qualified non-profit housing developer shall be exempt from the Inclusionary Housing fee-in-lieu deposits.
3. The number of permitted dwelling units shall be designated for each lot to ensure that the Inclusionary Housing units provided satisfy the code requirements. Dwelling units in excess of the allotted amount on each lot shall pay the Inclusionary Housing fee-in-lieu for each additional unit built. The fee-in-lieu shall be per the fee schedule in place at the time of building permit at the .9 (5 new unit/lot) rate and paid prior to certificate of occupancy.
4. Owners agree to pay at the time of building permit all applicable fees for the properties in the amounts set forth pursuant to the Salida Municipal Code, as amended, namely: the building plan review; water and sewer system development fees, parks, trails and open space, and the Fair Contribution to School Sites, among other fees.
5. The owner/developer will be required complete the curb, gutter, and sidewalk for the north side of CR-160 at time of development along the street frontage of the property.
6. The total number of primary residential dwelling units on the annexed property shall not exceed three (3) on Lot 1, one (1) on Lots 2-5, and two (2) on Lots 6-10, and with no more than a total for seventeen (17) for the annexed Property.
7. Driveways shall be shared between lots, follow Salida Municipal Code Sec. 16-8-20-e-4, or as approved by the Public Works Director.

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

## Recommendation

Staff recommends approval of the proposed annexation agreement, which includes the conditions stipulated in the annexation approval (Ordinance 2025-10).

## Fiscal Impact

There is no fiscal impact.

## Motion

A City Councilmember should state, “I move to _____ Resolution 2025-39 approving the Mesa Ridge Annexation Agreement,” followed by a second and a roll call vote.

Attachments:
Resolution 2025-39
Mesa Ridge Annexation Agreement *(subject to final approval of language by City Attorney)*

**City Of Salida, Colorado**
**Resolution No. 39**
**Series of 2025**

**A Resolution of the City Council of the City of Salida, Colorado, Approving an Annexation Agreement with Block 7 Development LLC for the Annexation of Certain Real Property into the City.**

**WHEREAS**, Block 7 Development LLC is the owner, known as the "Owner," of certain real property located at 7305 County Road 160 in unincorporated Chaffee County, Colorado (the "Property"); and

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

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

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

**Now, therefore, be it resolved by the City Council of the City of Salida, Colorado that:**

1. Incorporation of Recitals. The City incorporates the foregoing recitals as findings and determinations by the City Council.
2. Enactment. The City Council finds it is in the best interests of the City, approves the attached Annexation Agreement, and authorizes the Mayor to sign it.

**Resolved, Approved and Adopted** this 19th day of August, 2025.

City of Salida, Colorado

By_____

Mayor

[SEAL]

[ATTEST]_____
City Clerk/Deputy City Clerk

# MESA RIDGE ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT ("Agreement") is made and entered into this 19 day of August, 2024, by and between the CITY OF SALIDA, COLORADO, a Colorado statutory city ("City"), and Block 7 Development 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 "Mesa Ridge 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 2.3 total acres, more or less, in unincorporated Chaffee County, Colorado.

1.3 The Annexor desires to have the Property annexed to the City, and the City desires to annex the Property on the terms and conditions set forth herein.

1.4 Under Colorado law, the City may not annex the Property without the consent of the Annexor.

1.5 On May 14, 2025, 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 June 23, 2025, 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 July 15, 2025, the City Council adopted Ordinance No. 2025-10 annexing the Property to the City; and Ordinance No. 2025-11, zoning the Property as Medium-Density Residential (R-2).

1.10 The City and the Annexor desire to enter into this Agreement to set forth their agreements concerning the terms and conditions of the annexation of the Property to the City and the zoning and development of the Property.

1.11 The City and the Annexor acknowledge that the terms and conditions hereinafter set forth

are reasonable; within the authority of each to perform; necessary to protect, promote, and enhance the health, safety, and general welfare of the residents and property owners of the City; and mutually advantageous.

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

## Section 2 – Definitions

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

2.1 "Agreement" means this Annexation Agreement. The Recitals in Section 1 above are fully incorporated into this Agreement and made a part hereof by this reference.

2.2 "Annexation Act" means sections 31-12-101 through -123, Colorado Revised Statutes.

2.3 "Annexation Petition" means the Petition for Annexation of the Property filed of record with the City Clerk on May 14, 2025.

2.4 "Annexor" means Block 7 Development LLC, the owner of the Property, and all successor(s), assigns and agent(s), and subsequent owners of the Property.

2.5 "City" means the City of Salida, a Colorado statutory City.

2.6 "City Code" means the City of Salida Municipal Code (SMC).

2.7 "City Council" means the City Council of the City of Salida, Colorado.

2.8 "Effective Date" means the date on which City Council adopted a resolution approving the execution of this Agreement. On the Effective Date, this Agreement will become binding upon and enforceable by the City and the Annexor.

2.9 "Final Annexation Approval" means that all of the following have occurred:

2.9.1 City Council has adopted a resolution approving the execution of this agreement;

2.9.2 The effective date of Ordinance No. 2025-10 annexing the Property to the City, has occurred; and

2.9.3 The effective date of Ordinance No. 2025-11, zoning the Property as Medium-Density Residential (R-2) has occurred.

2.10 "Property" means the land that is described as the Mesa Ridge 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 June 23, 2025, the Salida Planning Commission recommended zoning the Property as Medium-Density Residential (R-2).

5.3.2 At its July 15, 2025 meeting, the City Council approved zoning the Property as Medium-Density Residential (R-2).

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; Conditions of Annexation.

5.4.1 Based on the Annexor's subdivision proposal, in order to satisfy the inclusionary housing requirements, the Annexor may choose either A or B below:

5.4.1.1 Follow basic application of the Salida Municipal Code:

5.4.1.1.1 At minimum, provide two (2) for-sale units averaging no more than 130% AMI, and meet all other applicable Inclusionary Housing Standards. Any required fractional inclusionary housing units may utilize fee-in-lieu.

5.4.1.1.2 The two inclusionary housing units shall receive certificate of occupancy (CO) prior to CO of the 6th market-rate unit. A fee-in-lieu deposit shall be required on all market-rate units prior to CO until the inclusionary housing requirements have been satisfied. Once the inclusionary units have received CO, such fee-in-lieu deposits shall be returned to the Annexor.

5.4.1.2 If the Annexor chooses to deviate from strict application of the Code, by providing rental units in an otherwise for-sale development:

5.4.1.2.1 At minimum, provide two (2) rental units at a maximum of 80% AMI. If a third rental unit is provided, it shall be at a maximum of 100% AMI. All rental units must be rented out by the Annexor or a qualified non-profit housing developer such as Chaffee Housing Trust (CHT).

5.4.1.2.2 If, in the future, the rental units were to sell, they would remain as inclusionary housing for-sale units subject to Inclusionary Housing requirements, pursuant to the recorded Deed Restriction(s). The average AMI of the for-sale units shall not at any point exceed 130%.

5.4.1.2.3 Two of the inclusionary housing units shall receive certificate of occupancy (CO) prior to CO of the 6th market-rate unit. If a third inclusionary housing unit is provided, it shall receive CO prior to the CO of the 12th market-rate unit. A fee-in-lieu deposit shall be required on all market-rate units prior to CO until the inclusionary housing requirements have been satisfied. Once the inclusionary units have received CO, such fee-in-lieu deposits shall be returned to the Annexor in line with the timing described above.

5.4.2 Units on any lots dedicated to a qualified non-profit housing developer shall be exempt from the Inclusionary Housing fee-in-lieu deposits.

5.4.3 The number of permitted dwelling units shall be designated for each lot to ensure

that the Inclusionary Housing units provided satisfy the code requirements. Dwelling units in excess of the allotted amount on each lot shall pay the Inclusionary Housing fee-in-lieu for each additional unit built. The fee-in-lieu shall be per the fee schedule in place at the time of building permit at the .9 (5 new unit/lot) rate and paid prior to certificate of occupancy.

5.4.4 Annexor agree to pay at the time of building permit all applicable fees for the properties in the amounts set forth pursuant to the Salida Municipal Code, as amended, namely: the building plan review; water and sewer system development fees, parks, trails and open space, and the Fair Contribution to School Sites, among all other applicable and required fees.

5.4.5 The Annexor will be required complete the curb, gutter, and sidewalk for the north side of CR-160 at time of development along the street frontage of the property.

5.4.6 The total number of primary residential dwelling units on the annexed property shall not exceed three (3) on Lot 1, one (1) on Lots 2-5, and two (2) on Lots 6-10, and with no more than a total for seventeen (17) on the Property.

5.4.7 Driveways shall be shared between lots, follow Salida Municipal Code Sec. 16-8-20-e-4, or as approved by the Public Works Director.

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.

5.4.8 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 Unless otherwise approved by City Council, 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 Medium-Density Residential District (R-2). 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<br>Attn: City Administrator and City Attorney<br>448 East First Street, Ste. 112<br>Salida, CO 81201 |
| Notice to the Annexors: | Block 7 Development LLC<br>Attn: Kenny Layton<br>9996 Hwy 50, PMB 1055<br>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_____2025 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 _____

Block 7 Development LLC

Kenneth James Layton

STATE OF COLORADO )
) ss.
COUNTY OF CHAFFEE )

Acknowledged, subscribed, and sworn to before me this_day of_____2025 by Kennth James Layton as _____ of Block 7 Development LLC,

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

_____
Notary Public

## EXHIBIT A

A tract of land in the Northwest Quarter of the Southeast Quarter (NW¼ SE¼) of Section 31, Township 50 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado, described as follows:

Beginning at a point on the north line of the said NW¼ SE¼ from whence the east quarter comer (brass cap) bears East 1456 feet;
Thence from said point of beginning West along the said north line of the NW¼ SE¼ as fenced 410.4 feet;
Thence South 15°49' West 251.0 feet to a point on the north side of County Road No. 160;
Thence along County Road No. 160 as fenced South 83°04' East 82.5 feet;
Thence North 82°26r East 400.5 feet;
Thence having the said County Road No. 160 North 198.7 feet to the point of beginning.

Also known by the following address:

7305 County Road 160, Salida, CO 81201
And assessor's schedule or parcel number: 368131400014

# DEPARTMENT UPDATES

| DEPARTMENT | PRESENTED BY | DATE |
|---|---|---|
| Administration | Christy Doon - City Administrator | August 19, 2025 |

**Administration and Human Resources**

- **Sustainability**
  - **Green House Gas Inventory Planning**: The City and County put out an RFP for a contractor to conduct a GreenHouse Gas Inventory for Chaffee County. We are currently reviewing the proposals and hope to choose a contractor by late August.
  - **Extended Producer Responsibility (EPR)**: Preparing for “light touch” community survey as part of early engagement for EPR planning. Extended Producer Responsibility (EPR) is a policy that shifts the responsibility for managing product waste, especially packaging and printed materials, from local governments to the producers, helping Colorado municipalities reduce landfill waste, lower recycling costs, and improve statewide recycling systems.
  - **EV Infrastructure**: Reviewing Electric Vehicle Infrastructure Plan proposals to assess feasibility and regional alignment.
  - The Sustainability committee will be meeting on 08/14/2025. We will be discussing the Low Waste Event Guide for events held in the City of Salida, whether we can encourage schools to put up 'no idling zones' in their pick-up/drop off areas and updates from our regional sustainability contractor.
- **Communications**
  - **Website:** Working with local partners, CivicBrand to update our website navigation to make it more user friendly.
  - **Digital Accessibility**: Hosted two digital accessibility presentations to make sure our public facing information is ADA accessible.
  - **Templates**:
    - Parks & Rec social media templates have been finalized and are ready to use
    - Working on Arts & Culture templates to be finalized in the next month or so.
- **Human Resources**
  - 2025 Year to Date Turnover – 9.53%
  - The City of Salida Employee Handbook was approved on August 5, 2025 and was distributed to all employees for review and acknowledgement.
  - Month of July – 3 new hires onboarded; 3 employees offboarded – 1 voluntary (retirement), 2 involuntary
-

**Arts and Culture**

- SteamPlant Facilities July:
  - 21 July Events at the Scout Hut, with a total of 1044 participants
  - 36 July SteamPlant Events with a total of 2928 participants
  - 4 Celebrations of Life
  - 6 Private Parties
  - 1 Concert
  - 2 Weddings
  - 18 Meetings
  - Continued the clearing out of the SteamPlant basement and backstage areas to improve the efficiency of Facility staff.
- Arts and Culture Programming:

# DEPARTMENT UPDATES

| DEPARTMENT | PRESENTED BY | DATE |
|---|---|---|
| Administration | Christy Doon - City Administrator | August 19, 2025 |

  - 4 Free Summer Concerts, with bar sales at: $2804 total.
  - The final two weeks of Summer Art Camp took place at the Scout Hut, serving 50 kids each day.
- Public Art – no report this month

**City Clerk**

- I have met with several individuals who have expressed interest in running for office and picked up candidate packets:

  - 3 individuals picked up packets for **Mayor**
  - 2 individuals picked up packets for **Ward 1**
  - 1 individual picked up a packet for **Ward 2**
  - 3 individuals picked up packets for **Ward 3**

  All completed petitions, including signed Affidavits of Circulator and Acceptances of Nomination, must be submitted to the Clerk's Office by **5:00 p.m. on August 25th**.

- Since the last departmental update, we have received an additional **33** CORA requests, bringing the total to 78 requests year-to-date. The implementation of the new CORA software has significantly streamlined the process, saving the Clerk's Office approximately 30 to 45 minutes per request**.**

  Please see the attached reports for a breakdown of requests since the introduction of the new system. Notably, we have experienced a 53% increase in CORA requests compared to last year. In total, there were 76 requests in 2024.

- Municipal Court has 52 cases for the August docket.
- We processed 18 amplified sound permits this past month. So far, we have processed 129 amplified sound permits in 2025.
- We are currently processing two (2) new liquor license applications and processing several liquor license renewals.

**Community Development**

- Building Permits: We have received 93 building permits through August 12th, including 28 new primary units and 12 new accessory dwelling units.

- 1st and D Apartments Space-to-Create Project: In June, Artspace was awarded $1.75 million towards the affordable workforce housing project from OEDIT/Colorado Community Revitalizations Tax Credit Program. However, they just found out that they did not receive the larger Middle Income Housing Tax Credit (MIHTC) award that they applied for. Unfortunately, without that funding (and additional smaller gap funding yet to be awarded), they will not be able to move forward with construction this year, as hoped. Staff and Artspace have a

# DEPARTMENT UPDATES

| DEPARTMENT | PRESENTED BY | DATE |
|---|---|---|
| Administration | Christy Doon - City Administrator | August 19, 2025 |

meeting planned for later this week to discuss next steps, which will likely involve reapplying for the MIHTC award in 2026 and looking at other potential grant funding sources to help get the project off the ground next year.

- Draft Land Use Code: We officially have a final draft of the LUC which Planning Commission began their review of on August 12th at a regular PC meeting. That item was continued to allow Planning Commissioners additional time to review the code and discuss items that were not covered in the first meeting. Since the item is legislative and not quasi-judicial, City Council is able (and encouraged) to watch the presentation (and discussion, if desired) that was given to PC at the August 12th meeting. The presentation goes through approximately the first 1 hour 20 minutes of video and is available at: https://www.youtube.com/watch?v=7gWriF4OR8M Once PC has official recommendations on the Land Use Code and the accompanying Zoning Map comprehensive rezone, those items will be brought to Council for first reading and then second reading and public hearing (likely in September/October). We intend to keep the public updated on proceedings on the City's Land Use Code web page: www.cityofsalida.com/commdev/page/land-use-code-rewrite

- South Ark Neighborhood: The infrastructure design for the South Ark Neighborhood continues to progress. Design work is substantially complete and an RFP for construction of the infrastructure is anticipated to go out in the next week or so. Staff is also working now on preparing materials for the major subdivision plat which will need to follow the major impact review process (to PC for a recommendation before going to Council for ultimate decision via resolution). That is anticipated to happen in September and October. Additional clearances for work around the wetlands and for river crossings will also be required via Army Corps and the state.

**Finance**

- City leadership team has been hard at work on the 2026 budget. A recommended budget will be presented to council next month.
- Work has started on the materials necessary to issue Revenue Bonds for the US-50 Sewer Line Replacement project.
- Drafts of technology security policies are currently under review. These policies will be supported by new procedures and employee training focused on promoting best practices for identifying and avoiding phishing attempts, suspicious links, and other potential security threats. The goal is to strengthen the City's overall cybersecurity posture and reduce risk through informed and responsible technology use.
- Work continues on the enhanced Accounts Payable electronic invoice capture process. This change is expected to streamline workflow, reduce manual processing, and improve overall efficiency.
- The following table shows some of the key daily accounting work that is accomplished in the office.

# DEPARTMENT UPDATES

| DEPARTMENT | PRESENTED BY | DATE |
|---|---|---|
| Administration | Christy Doon - City Administrator | August 19, 2025 |

| Finance Office - Key Operating Metrics | 2025 | | | | | | |
|---|---|---|---|---|---|---|---|
| | Jan | Feb | Mar | Apr | May | Jun | Jul |
| Number of front desk customers served | 220 | 187 | 234 | 238 | 224 | 225 | 213 |
| Number of invoices paid | 375 | 350 | 359 | 433 | 407 | 362 | 546 |
| Number of utility bills processed | 4,362 | 4,367 | 4,368 | 4,373 | 4,408 | 4,421 | 4,429 |
| Number of online utility payments received | 2,890 | 2,939 | 2,907 | 2,914 | 3,059 | 2,955 | 3,084 |
| Number of delinquent utility accounts processed | 375 | 350 | 370 | 411 | 404 | 327 | 294 |
| Number of journal entries prepared | 58 | 66 | 23 | 62 | 33 | 30 | 68 |
| Number of payroll checks processed | 321 | 340 | 324 | 324 | 318 | 382 | 397 |
| Number of utility service orders processed | 35 | 255 | 124 | 94 | 187 | 131 | 90 |
| Number of new construction utility accounts set up | 5 | 5 | 1 | 10 | - | 3 | 5 |
| Number of Accounts Receivable billings | 33 | 32 | 32 | 48 | 38 | 39 | 43 |
| *Percent of Utilities customers paying via digital payment methods* | *66.3%* | *67.3%* | *66.6%* | *66.6%* | *69.4%* | *66.8%* | *69.6%* |

**Fire**

- **Mountain View Fire – Immediate Response from SFD and SAFPD**
  On July 10th, crews from the Salida Fire Department and the South Arkansas Fire Protection District (SAFPD) responded swiftly to the Mountain View Fire, located near Buena Vista. The fire was sparked during a period of high winds, low humidity, and extremely dry vegetation, creating a volatile environment for rapid wildfire spread.

  As the blaze quickly moved through the area, it began to threaten residential properties and critical infrastructure, prompting evacuation notices for several nearby communities. The potential for structural loss and community impact was significant.

  Thanks to a rapid, coordinated interagency response, initial attack crews were able to begin suppression operations immediately upon arrival. Working in difficult terrain and heavy smoke, personnel conducted direct attack strategies, reinforced by water supply support and logistical coordination.

  **Resources Deployed by Salida Fire and SAFPD:**
  - Two Type 6 Engines
  - One Tactical Tender
  - One Division Unit
  - One Logistics Unit

  These units played a vital role in securing the fire's edge, protecting structures, and establishing containment lines.

  **Leadership on Scene:**
  - Chief Aaron Jonke
  - Assistant Chief Kathy Rohrich

# DEPARTMENT UPDATES

| DEPARTMENT | PRESENTED BY | DATE |
|---|---|---|
| Administration | Christy Doon - City Administrator | August 19, 2025 |

- Division Chief of Wildfire Christopher Bainbridge

This fire showcased the strength of local partnerships and the importance of well-trained personnel, rapid deployment, and command systems in managing high-risk wildfire incidents. Containment was successfully achieved without reported injuries— a testament to the preparedness and professionalism of the responding crews.

- **<u>Lightning Strike Impacts Station Operations</u>**
  On the evening of Wednesday, July 31st, a strong thunderstorm moved through the area, bringing with it a lightning strike that directly impacted the Salida Fire Department. The strike caused a brief but significant disruption to several building systems, affecting daily operations and internal communications**.**
  **Affected systems included:**

  - **Phone lines** - Both internal and external lines were temporarily down, limiting direct communication with staff and partner agencies.
  - **HVAC systems** - The building's heating, ventilation, and air conditioning units were disabled, causing a temporary loss of climate control.
  - **Water heater** - The hot water system was knocked offline, affecting basic facility operations.
  - **Lighting controls** - Automated lighting and control systems throughout the station experienced outages or malfunctioned intermittently.

  Despite these disruptions, response readiness and emergency services remained fully operational. On-duty personnel quickly adapted by switching to manual systems and backup communication tools where needed, ensuring uninterrupted emergency coverage for the community.

# DEPARTMENT UPDATES

| DEPARTMENT | PRESENTED BY | DATE |
|---|---|---|
| Administration | Christy Doon - City Administrator | August 19, 2025 |

By the morning of Friday, August 1st, all essential systems had been successfully restored, thanks to the quick work of maintenance crews and external contractors. Repairs were prioritized to minimize downtime and ensure the safety and comfort of staff.

At this time, the backup generator system is still undergoing repair and testing to ensure full functionality. However, all critical systems are back online, and there has been no impact to emergency response capabilities.

- **Stage 1 Fire Restrictions Now in Effect (As of August 8th)**

  As of August 8, 2025, Stage 1 Fire Restrictions have been implemented for Unincorporated Chaffee County (including South Arkansas Fire Protection District) due to persistent dry conditions, elevated temperatures, and increased wildfire risk. These restrictions are in place to protect the community, emergency responders, and natural resources during a period of heightened fire danger.

  Wildfires can ignite and spread rapidly under current conditions, even from small embers or unattended flames. Preventing human-caused fires is critical, and we urge all residents, visitors, and businesses to adhere strictly to these guidelines.

  **What's Prohibited:**

  - Open burning (e.g., slash piles, yard waste, agricultural burns)
  - Campfires outside developed campgrounds
  - Fireworks, tracer rounds, or explosive targets

  **What's Allowed (with caution):**

  - Propane/gas stoves or fire pits with shut-off valves
  - Campfires in designated campground fire rings
  - Indoor fireplaces and pellet stoves

The Salida Fire Department is actively monitoring fire conditions and working in coordination with state and federal partners. These restrictions will remain in effect until further notice and may be escalated if fire risk increases.

**Parks and Recreation**

- Parks
  - Parks staff completed a multiweek beautification project at the Touber Building.
  - Finished up installation of the 2024 PROST Board approved memorials.
  - Wrapping up the summer for the majority of our seasonal workers this month.
  - Submitted responses to our insurance physical property survey.
- Aquatics

# DEPARTMENT UPDATES

| DEPARTMENT | PRESENTED BY | DATE |
|---|---|---|
| Administration | Christy Doon - City Administrator | August 19, 2025 |

- Salida Cyclone Swim Team placed 1st at state this year. The team broke several records
- 148 kids signed up for summer swim lessons – Buena Vista bused up 3 groups for lessons
- 18 of my employees will be heading back to school – some of them will continue to work on the weekends
- Looking to hire a fitness teacher to teach an evening aqua fitness class – two people are interested in teaching
- Salida Cyclone Swim team to host a swim camp in September

- Recreation
  - Youth baseball, youth softball, Youth Pickleball and adult softball wrapped up for the season.
    - Youth Softball had 56 participants
    - Youth Baseball had 179 participants
    - Adult softball had13 teams across 3 leagues, and 172 players.
    - Youth pickleball saw 68 participants this summer.
  - Coed Kickball is canceled for the fall due to low enrollment
  - Touch-a-Truck will be held Sept 20, at the Chaffee county fairgrounds
  - Youth football starts August 18, and we have 3 flag football leagues, grades 1 / 2, 3 / 4, and 5 / 6.
    - 5 / 6 grade flag football is new to the department this year, and we no longer have any tackle football leagues. Last year we ran a 5 / 6 grade tackle league.
  - Field Trip Friday starts Sept 26
  - Mobile recess goes through the end of August, Wednesdays from 10 – 1.
  - We're rolling out our sponsorship program, and have received our first sponsorship for flag football. Youth basketball, and New Years Day 5k will be some of our next sponsored programs.
  - Halloween prep is well under way.
  - We're working to strengthen our budget processes and make sure our cost recovery goals are set.
- Facilities
  - Reviewing applicants for a Facilities Municipal Worker position.
  - Have had two employees complete a backflow protection course.
  - Submitted responses to our insurance physical property survey.
  - Start planning for our fall Aquatic Center closure.
  - Adopting a staff recycling program at the Aquatic Center.
  - Working on making some enhancements to the StreamPlant Ballroom bar area.
- Events
  - **Mobile Recess**
    - **Date:** every Wednesday through August
    - **Time:** 10AM - 1PM
    - **Location:** Alpine Park
  - **Farmer's Market**
    - **Date:** every Saturday through October
    - **Time:** 8AM – Noon
    - **Location:** Alpine Park
  - **Summer Concert Series**
    - **Date:** 8/14, 8/21, 8/28
    - **Time:** 6:30 – 8PM
    - **Location:** Riverside Park
  - **Salida Aspen Concert**

# DEPARTMENT UPDATES

| DEPARTMENT | PRESENTED BY | DATE |
|---|---|---|
| Administration | Christy Doon - City Administrator | August 19, 2025 |

        - **Date:** 8/23
        - **Time:** 7 - 8:30PM
        - **Location:** Riverside Park
    - **Lucky Duck Race**
        - **Date:** 8/24
        - **Time:** 1-3:30PM
        - **Location:** Riverside Park
    - **Rally in the Valley Pickleball Tournament**
        - **Date:** 9/4 - 9/7
        - **Time:** 8AM - 5PM
        - **Location:** Centennial Park Courts
    - **Fiber Festival**
        - **Date:** 9/5 - 9/7
        - **Time:** all weekend
        - **Location:** Riverside Park
    - **Bike Fest Weekend – Salida 76 & the Banana Belt**
        - **Date:** 9/12 - 9/14
        - **Time:** all weekend
        - **Location:** Riverside Park (event) & Marvin Park (camping)
    - **Locals' Day – no rentals in Riverside Park**
        - **Date:** 8/30 & 9/27
        - **Time:** all day
        - **Location:** Riverside Park

**Police**

- No report available

# DEPARTMENT UPDATES

| DEPARTMENT | PRESENTED BY | DATE |
|---|---|---|
| Administration | Click or tap here to enter text. | August 19, 2025 |

**Public Works**

- Planning and Construction
  - Streets
    - Oak Street – Water/Sewer/Storm complete. Beginning curb and gutter installation.
    - Downtown Streetscape – Work generally complete. Striping/bollards remain.
    - SRTS CDOT Local Agency Project - Final FOR plans submitted to CDOT.
    - 50-291 Intersection (CDOT Project) – CDOT provide preliminary design plans of the proposed roundabout. Landscaping improvements under design.
    - West 291 Entry (Mesa Ln to M St) – Final FOR plans submitted to CDOT.
    - Annual budget preparation

  - Utilities
    - Poncha Sewer Line: Contractor working on CDOT permits; City working on financing.
    - SCADA system being designed and coordinated with contractor
    - Mesa Tank – Design underway.
    - Annual budget preparation

  - Other CIP Items
    - South Ark Neighborhood – Phase 1 design near complete: Construction bidding in September.
    - Platting documents to be presented in September.
  - Streets
    - Storm sewer cleaning and maintenance
    - Responding to drainage issues post heavy rainfall event
    - Tree pruning coordination with contractor
    - Sign maintenance
    - Support for special events and parades
  - Utilities
    - Downtown street project utility support
    - Support on sewer development work in Poncha Springs
    - Smart meter swap out; nearing completion
    - Water plant focusing on Cartegraph implementation and CDPHE inspection responses
    - Sewer plant equipment repairs and prep for hauling off annually permitted biosolids

# DEPARTMENT UPDATES

| DEPARTMENT | PRESENTED BY | DATE |
|---|---|---|
| Administration | Click or tap here to enter text. | August 19, 2025 |

*Figure 1 - 2nd and G St Paving*

*Figure 2 - Oak Street Roadway Reconstruction*

# City of Salida, CO Performance Report

January 1, 2025 - August 11, 2025  All departments

## General Overview: Requests received, opened, and closed in this period.

**78 request(s) received**
Total number of new requests received during this reporting period.

**2 total request(s)**
Total number of requests in the portal at the beginning of the reporting period.

**64 request(s) closed**
Total number of requests closed during this reporting period.

**15 request(s) open**
Total number of open requests by the end of this reporting period.

**0 request(s) overdue**
Total number of requests that became overdue in this reporting period.

**1 request(s) paused**
Total number of requests that were paused by the end of this reporting period.

## Response and Fulfillment: How fast your agency responds to and fulfills requests

**1 day(s) to respond**
Median response time in days in this reporting period.

**1 day(s) to respond**
Average response time in days in this reporting period.

**29 fulfilled outside 3 days**
Number of requests closed beyond 3 days of request submission during this reporting period.

**34 fulfilled within 3 days**
Total number of requests closed within 3 days of request submission during this reporting period.

**3 day(s) to fulfillment**
Median number of days taken to fulfill all requests in this reporting period.

**3 day(s) to fulfillment**
Average number of days taken to fulfill all requests in this reporting period.

## Requests by Department

This table breaks down how many requests were received and closed by each department, as well as median fulfillment speed for each department in this reporting period.

| Department | New | Closed | Median | Average |
|---|---|---|---|---|
| Administration | 41 | 29 | 3 | 4 |
| Arts and Culture Department | 1 | 1 | 3 | 3 |
| City Attorney | 30 | 17 | 3 | 4 |
| City Clerk | 2 | 2 | 4 | 4 |
| Community Development | 30 | 17 | 3 | 4 |
| Finance Department | 16 | 16 | 3 | 3 |
| Fire Department | 5 | 5 | 3 | 4 |
| Parks & Recreation | 5 | 4 | 4 | 4 |
| Public Works | 10 | 9 | 3 | 4 |
| Salida Police Department | 4 | 4 | 2 | 3 |
| Sustainability | 0 | 0 | 0 | 0 |
| Not Assigned | 16 | 15 | 2 | 3 |

## Message Templates Report

This table includes all message templates used within this reporting period

| Message Template | Times Used |
|---|---|
| Request received | 77 |

## Closure Response Report

This table includes all closure responses and totals used in this reporting period.

| Closure Response | Times Used |
| --- | --- |
| Fulfilled | 47 |
| No Records: Does Not Exist | 16 |
| No Records: Other Agency | 1 |
| Not a Request | 2 |
| Request Withdrawn | 1 |

## Tag Report

This table includes the tags applied to requests opened in this reporting period.

| Tag Name | Times Used |
| --- | --- |

## Key Assumptions

**Requests Overdue**
For requests that were closed prior to October 28, 2018 requests are counted as overdue only if they were overdue at the time the request was closed.

**Response and Fulfillment Speed**
Response time is tracked using the first external message sent through the NextRequest portal. This metric assumes that the message sent includes either a "request for clarification" or a time estimate.

Fulfillment time is calculated based on the time from when the request was created to the first date the request was closed (if there are multiple closed dates, only the first one is used).

Median days to close and average days to close are calculated based on the number of requests that have a closed date within the reporting period.

**Staff Time**
Staff time only accounts for time logged in NextRequest. This metric assumes that staff members regularly log all staff time in the portal and that the hourly rates are accurate and up-to-date.

**Staff Cost**
Staff cost only accounts for costs logged in NextRequest. This metric assumes that staff members regularly log costs in the portal.

**Message Templates Report**
The message templates report tracks message template usage from February 25, 2018 onwards.