



CITY COUNCIL REGULAR MEETING

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

March 01, 2022 - 6:00 PM

AGENDA

Please register for Regular City Council Meeting

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

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

To watch live

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

CALL TO ORDER

Pledge of Allegiance

Roll Call

Civility Invocation

1. Civility Invocation

CONSENT AGENDA

2. Approve Agenda
3. Approve February 15, 2022 Minutes
4. Approve Bluegrass Special Event Liquor License
5. Award 2022 Concrete Maintenance Project
6. Award 2022 Asphalt Maintenance Project
7. Award 2022 Sewer Reconstruction Project
8. Authorize Grant Application and Fiscal Match for Pasquale Springs WTP Improvements Project

CITIZEN COMMENT—Three (3) Minute Time Limit

UNFINISHED BUSINESS / ACTION ITEMS

9. **Ordinance 2022-01** AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO AMENDING CHAPTER 6 AND CHAPTER 16 OF THE SALIDA MUNICIPAL CODE CONCERNING SEXUALLY-ORIENTED BUSINESSES, **FINAL READING AND PUBLIC HEARING**
10. **Ordinance 2022-02** 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 141 ANNEX ANNEXATION, **FINAL READING AND PUBLIC HEARING**
11. **Resolution 2022-11** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, MAKING FINDINGS OF FACT, DETERMINATIONS, AND CONCLUSIONS CONCERNING THE 141 ANNEX ANNEXATION
12. **Ordinance 2022-03** AN ORDINANCE OF THE CITY OF SALIDA, COLORADO, ZONING CERTAIN REAL PROPERTY KNOWN AS THE 141 ANNEX ANNEXATION AS A MEDIUM DENSITY RESIDENTIAL (R-2) ZONE DISTRICT, **FINAL READING AND PUBLIC HEARING**

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

13. **Resolution 2022-12** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING AN ANNEXATION AGREEMENT WITH JEFF AND STACIA KRIEBEL, THOMAS AND LAURA CLEGG, AND WENDELL WINGER FOR THE ANNEXATION OF CERTAIN REAL PROPERTY INTO THE CITY
14. **Ordinance 2022-04** AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO AMENDING CHAPTER 2 OF THE SALIDA MUNICIPAL CODE, CONCERNING BOARDS AND COMMISSIONS, TO CLARIFY THE APPOINTMENT PROCEDURE FOR MEMBERS OF BOARDS AND COMMISSIONS, TO UPDATE CERTAIN PROVISIONS TO CONFORM WITH CURRENT PRACTICE, AND TO REPEAL OBSOLETE PROVISIONS, **FINAL READING AND PUBLIC HEARING**

NEW BUSINESS / ACTION ITEMS

15. **Resolution 2022-10** A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE CHAFFEE HOUSING AUTHORITY ESTABLISHING THE "OPEN DOORS" LONG-TERM RENTAL INCENTIVE PROGRAM

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Council Reports

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

Mayor Report

Treasurer Report

Attorney Report

ADJOURN



City Clerk | Deputy City Clerk

Mayor Dan Shore



CIVILITY INVOCATION

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

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



CITY COUNCIL REGULAR MEETING

448 E. 1st Street, Room 190 Salida, Colorado 81201
February 15, 2022 - 6:00 PM

MINUTES

CALL TO ORDER

Pledge of Allegiance

Roll Call

PRESENT

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

Civility Invocation

CONSENT AGENDA

Council Member Templeton moved to table Resolution 2022-10 for two weeks and to combine and approve the items on the Consent Agenda, Seconded by Council Member Pappenfort.

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

THE MOTION PASSED.

Approve Agenda

Approve February 1, 2022 Minutes

Approve Final Settlement for the 2020 Stormwater Improvements Project

Approve Final Settlement for the 2021 Concrete Maintenance Project

Authorize Legal Counsel to prepare Statement of Opposition to District Case No. 21CW3079

Authorize Legal Counsel to prepare Statement of Opposition to District Case No. 21CW3086

Child Abuse Prevention Month Presentation– Monica Haskell

Monica Haskell gave a presentation.

Council Member Naccarato moved to allow a blue ribbon light be set up on Tenderfoot Mountain and to place pinwheels to be placed on the Toubert Building grounds in honor and awareness of Child Abuse Prevention Month, Seconded by Council Member Templeton.

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

THE MOTION PASSED.

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CITIZEN COMMENT—Three (3) Minute Time Limit

Angela Winston, T.W. Winston, Tim DeYoung, Michael Elijah Wenham, Dustin Tidwell, Chris Vallier, Johnna Baughman, Greg Walter, Alyssa Boland, John Blood, Loe Warner, Rick White, Chlo Ripko, Lawton Eddy, Corry Riggs, Ethan Hedeya, and Brandon Becker spoke during Public Comment.

UNFINISHED BUSINESS / ACTION ITEMS

There was no Unfinished Business.

NEW BUSINESS / ACTION ITEMS

Resolution 2022-07 A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO, APPROVING CITIZEN APPOINTMENTS TO THE PLANNING COMMISSION PURSUANT TO SECTION 2-7-10 OF THE SALIDA MUNICIPAL CODE

Council Member Critelli moved to appoint Aaron Derwingson and Brian Colby to the Planning Commission, Seconded by Council Member Kasper.

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

THE MOTION PASSED.

Resolution 2022-08 A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING CITIZEN APPOINTMENTS TO THE HISTORIC PRESERVATION COMMISSION PURSUANT TO SECTION 2-7-10 OF THE SALIDA MUNICIPAL CODE

Council Member Critelli moved to appoint Ryan Short to the Historic Preservation Commission, Seconded by Council Member Naccarato.

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

THE MOTION PASSED.

Resolution 2022-09 A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING THE SUBDIVISION IMPROVEMENT AGREEMENT FOR THE PAPP MINOR SUBDIVISION

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

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

THE MOTION PASSED.

Ordinance 2022-02 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 141 ANNEX ANNEXATION, **FIRST READING AND SETTING A PUBLIC HEARING**

Council Member Pappenfort moved to approve the Ordinance on first reading and set a Public Hearing for March 1, 2022, Seconded by Council Member Kasper.

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

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

THE MOTION PASSED.

Ordinance 2022-03 AN ORDINANCE OF THE CITY OF SALIDA, COLORADO, ZONING CERTAIN REAL PROPERTY KNOWN AS THE 141 ANNEX ANNEXATION AS A MEDIUM DENSITY RESIDENTIAL (R-2) ZONE DISTRICT, **FIRST READING AND SETTING A PUBLIC HEARING**

Council Member Critelli moved to approve the Ordinance on first reading and set a Public Hearing for March 1, 2022, Seconded by Council Member Templeton.

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

THE MOTION PASSED.

Ordinance 2022-04 AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO AMENDING CHAPTER 2 OF THE SALIDA MUNICIPAL CODE, CONCERNING BOARDS AND COMMISSIONS, TO CLARIFY THE APPOINTMENT PROCEDURE FOR MEMBERS OF BOARDS AND COMMISSIONS, TO UPDATE CERTAIN PROVISIONS TO CONFORM WITH CURRENT PRACTICE, AND TO REPEAL OBSOLETE PROVISIONS, **FIRST READING AND SETTING A PUBLIC HEARING**

Council Member Pappenfort moved to approve the Ordinance on first reading and set a Public Hearing for March 1, 2022, Seconded by Council Member Kasper.

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

THE MOTION PASSED.

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Reports were given.

EXECUTIVE SESSION

For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategies for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)e, and for the purpose of discussing the purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest in accordance with C.R.S. Section 24-6-402(4)(a), with the following additional information for identification purposes – potential real estate acquisitions

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

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

THE MOTION PASSED.

Council entered Executive Session at 7:58 p.m. and returned to the Regular Meeting at 8:51 p.m.

ADJOURN

Adjourned at 8:53 p.m.

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



City Clerk | Deputy City Clerk

Mayor Dan Shore



Bluegrass on the Arkansas, an annual fund raiser for the Rotary Club of Salida, will be back in 2022 on Memorial Day Weekend (May 28th and 29th). The musicians will perform Saturday evening starting at 4:30pm until 9:30pm in the Rotary Amphitheater at Riverside Park and again on Sunday starting at noon till 9:30pm.

As usual this is a **FREE** event our community has enjoyed for the past 17 years that draws locals and visitors from all points to downtown Salida. In addition to the great line-up of bluegrass bands, there will be hamburgers, brats, hot dogs, beer, wine, sodas and event hats and t-shirts for sale by the club at Riverside Park. For the youngsters' enjoyment, there will be kid games and a bounce house and, as all ways, it will be a great time to enjoy a music filled weekend on the Arkansas River at Riverside Park.

Food and beverage sales, generous local sponsorships and day of donations cover event expenses and allow for it to be admission free to the public. The Rotary Club of Salida reinvests 100% of net proceeds of the bluegrass festival in our community, primarily in the form of vocational and scholastic scholarships to local high school students, via financial support of other local non-profits.

Special Event application

Event contact name *

Bluegrass on the Arkansas

Event contact email address *

thomasmansheim@gmail.com

Event contact phone number *

18477156020

The following questions are similar to the questions that were answered in the online "Park rental and Special event request form". Please provide more detail in this application.

Event location

Riverside Park

Event start date

MM DD YYYY

05 / 28 / 2022

Event start time

Time

04 : 00 PM ▼

Event end date

MM DD YYYY

05 / 29 / 2022

Event end time

Time

10 : 00 PM ▼

Estimated number of people in attendance

350 each day

Please provide a short description of the event

15th annual Bluegrass on the Arkansas music festival sponsored by the Salida Rotary Club and Salida Rotary Charitable Fund Memorial Day weekend at Riverside Park Free to the public, the event is the major fund raiser of the Club with net proceeds going to local causes primarily scholarships to local graduating high schoolers The event will start Saturday afternoon at 4pm and go until 10pm (music usually ends by 9 30) and resume on Sunday at noon until 10pm In addition to the music, there will be kid's games, a bounce house, food and beer

Will food or merchandise be available from any vendor?

- ☒ Yes
- ☐ No
- ☐ Maybe

If YES, FOOD AND SALES TAX LICENSES MUST BE OBTAINED AND POSSIBLY A MULTI VENDOR PERMIT . Contact the Colorado Department of Revenue for sales tax licenses at (303) 232-2416, and the Chaffee County Public Health Department for food licenses at (719) 539-2124. Vendors must have a fire extinguisher on site. Vendor booths are subject to inspection by the Salida Police and Fire Departments.

Multiple vendor permit

<https://drive.google.com/file/d/1VHVSD9PEo0x-dNvllrrkWRlXr1JaL8o9/view?usp=sharing>

County form:

<https://www.chaffeecounty.org/EndUserFiles/57096.pdf>

Will Alcohol be sold or distributed at your event?

- ☒ Yes
- ☐ No
- ☐ Maybe

If yes, please fill out the Application for Special Events Liquor License (available at the link below) and submit it along with the necessary fees. A State of Colorado Special Event Liquor License permit is ONLY issued to incorporated non- profit organizations. EVENTS REQUIRING ALCOHOL LICENSES MUST SUBMIT THEIR APPLICATION AT LEAST 90 DAYS IN ADVANCE OF THE EVENT.

<https://drive.google.com/file/d/1VGNG7tcBM4NP0KCIJ9hZqgrcvuyPvu/view?usp=sharing>

Will there be amplified sound at your event?

- ☒ Yes
- ☐ No
- ☐ Maybe

If yes, complete the Amplified Sound Permit available below.

<https://drive.google.com/file/d/1V70HXR0EElrRqCV4S9hTgXj-1Pwfdss1/view?usp=sharing>

Are any streets, sidewalks or other right of way closures required for your event?

- ☒ Yes
- ☐ No
- ☐ Maybe

If yes, it is your responsibility to circulate and submit a petition signed by abutting residents/merchants as to their support or non-support of the closure.

<https://drive.google.com/file/d/1V3xAFRIMqozcGrAQsk9QC3BoCltmeO9V/view?usp=sharing>

If yes, please describe the request.

While no streets are closed and as we have done in the prior years, the parking and a portion of the sidewalk on the park side of Sackett Ave from the Scout Hut to F Street will be blocked off.

Will you require any security or law enforcement services specific for your event?

- ☐ Yes
- ☒ No
- ☐ Maybe

If yes, for what purpose (security, traffic, parking or public control, Salida Trail System crossings, etc.? .

Historically, we have coordinated with the police department and they have patrolled. Chief Johnson is a club member.

If additional City of Salida Police Officers are requested, they must be requested through the Salida Police Department (719-539-6880).

Where will people park for your event?

normal city parking

How many additional trash cans are needed for your event?

Dumpsters from Chaffee County Waste

Is a quote from a trash service included in your application packet?

- ☐ Yes
- ☒ No

Is the Emergency Action Plan included in your application packet?

- ☒ Yes
- ☐ No

Have you obtained insurance for your event that lists City of Salida as additionally insured?

- ☒ Yes
- ☐ No

Please check that you understand and will adhere to the following requirements:

- ☒ Any violation of the City of Salida Municipal Code or agreements made in the application process are grounds for denial of the Special Events permit in the future.
- ☒ You will be required to have insurance and name the City as an additionally insured party. Because this is often a lengthy process, the City will accept and approve applications pending receipt of proof of insurance.
- ☒ Applicants are also responsible for meeting any other agency requirements. For example, if you are serving food you must meet all Health Department requirements
- ☒ Chaffee County Department of Health requires at least one restroom for every fifty people attending the event.
- ☒ 1 trash can per 50 people is required
- ☒ The event is responsible for emptying ALL trash within the event, including pre-existing city trash cans.
- ☒ All clean up must be completed within 24 hours after the event concludes. If the City has to clean up after the event, a fee will be billed to the organizer.

Digital signature:

thomas mansheim

This form was created inside of City of Salida.

Google Forms



CITY OF SALIDA
AMPLIFIED SOUND PERMIT

Permit #: _____

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

Salida Rotary Charitable Fund

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

Permittee: Salida Rotary Charitable FundAddress: PO Box 155
Salida, CO 81201Telephone: 847-715-6020Individual supervising sound (if different from Permittee): Tom MansheimActivity/event: Bluegrass on the ArkansasType of sound amplification equipment authorized (if any): microphones and PA SystemLocation: Riverside ParkDate(s): May 28th and 29th 2022Hours of operation: 4pm to 10pm the 28th and noon to 10pm the 29th

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

Expiration: _____

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

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

Accepted and agreed to by the Permittee: [Signature]Date: Jan 11 2022

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

City of Salida: _____ (City Administrator)

Copies to: Police ____ Public Works ____ Fire ____ City Clerk ____ City Zoning ____
Amplified Sound Permit

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

Item 4.

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NONPROFIT

AND ONE OF THE FOLLOWING (See back for details.)

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

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

Salida Rotary Charitable Fund

State Sales Tax Number (Required)

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

PO Box 155
Salida, CO 81201

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

Stacey Osborne

5. EVENT MANAGER

Tom Mansheim

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	From	To	Hours	From	To	Hours	From	To	Hours	From	To
05/28/2022	4:00	10:00	p.m.	05/29/2022	noon	10:00	p.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

Treasurer

DATE

01/11/2022

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 Side)

Salida Special Event Emergency Action Plan
Bluegrass on the Arkansas
Riverside Park
May 28th & 29th 2022

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

Emergency Manager (1 lead, 2-4 alternates)	Contact info 1	Contact info 2	Signature
Tom Mansheim	847-715-6020	719-539-2801	
Stacey Osborne	719-645-8350		
Scarlett Massine	720-938-7778		
April Franklin	719-484-97575		

The following procedures should be followed in the event of an emergency

Communications

- 1 The manager or designee will communicate the designated evacuation space to participants at the beginning of the event.
- 2 The Emergency Manager will communicate to the event participants in an emergency using the event PA system

Fire

- 1 Call 911
- 2 Assist injured or disabled personnel
- 3 Evacuate the park
- 4 If trained personnel and equipment available, attempt to extinguish
- 5 Evacuate injured person to Heart of the Rockies Regional Medical Center

Medical Emergency

- 1 Identify the medical emergency
- 2 If life threatening, call 911
- 3 Administer first aid if properly trained
- 4 Evacuate injured person to Heart of the Rockies Regional Medical Center

Violent incident

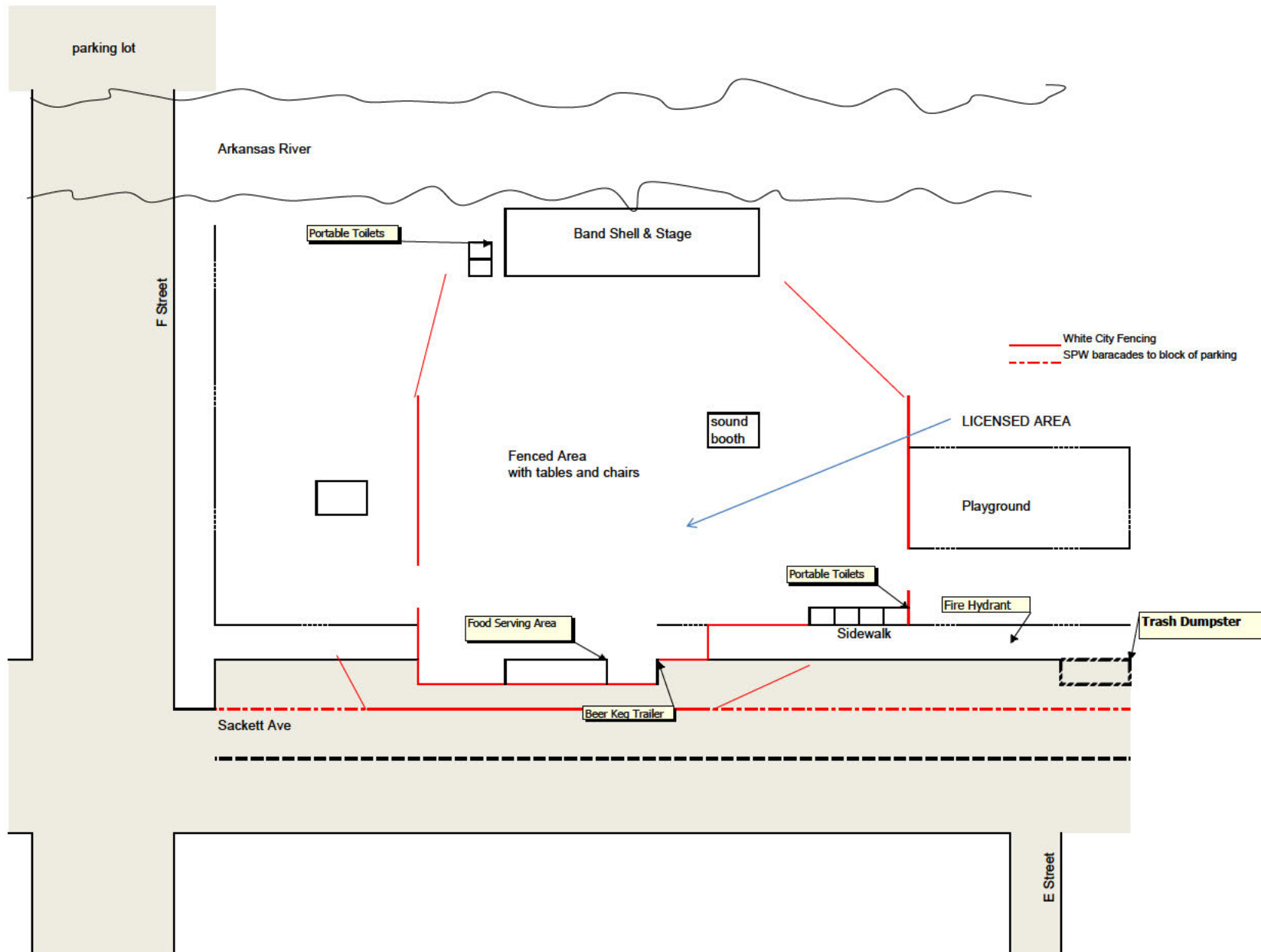
- 1 Call 911
- 2 Attempt to avoid the situation – move participants away
- 3 Try to deny contact-evacuate the park, instruct attendees to return to vehicles/homes, turn off lights, silence phones
- 4 If necessary defend - distract, attack, subdue

Severe Weather/Natural incident

- 1 Move participants away from threat if possible
- 2 Evacuate the park
- 3 Call 911

Urgent s person, package, activity or bomb threat)

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





CERTIFICATE OF LIABILITY INSURANCE

DATE (M)
05/28/20
Item 4.

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	CONTACT NAME Ali Sulita	FAX (A/C, No) 630-285-4062	
	PHONE (A/C, No, Ext) 1-833-3ROTARY	E-MAIL ADDRESS rotary@ajg.com	
INSURED All Active US Rotary Clubs & Districts Salida Rotary Club & Salida Rotary Charitable Fund ATTN: Risk Management Dept. 1560 Sherman Ave. Evanston, IL 60201-3698	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A Lexington Insurance Company		19437
	INSURER B		
	INSURER C		
	INSURER D		
	INSURER E		
INSURER F			

COVERAGES

CERTIFICATE NUMBER: 899307648

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Liquor Liability Included GEN'L AGGREGATE L MIT APPL ES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		015375594	7/1/2021	7/1/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			015375594	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCR PTION OF OPERATIONS below	Y/N ☐ N/A		NOT APPLICABLE			PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACC DENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The Certificate Holder is included as an additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER

City of Salida
448 E 1st Street
Salida, CO 81201
Bluegrass on the Arkansas
Riverside Park
May 28th & 29th

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Cynthia L. LaMonte



About Secretary Griswold

Item 4.

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Organization Record Confirmation

Review and select "Confirm" if this entity is the correct business organization.

ID Number:	19911032735
Name:	ROTARY CLUB OF SALIDA, INC.
Principal Street Address:	P.O. Box 155, SALIDA, CO, 81201, United States
Principal Mailing Address:	P.O. Box 155, Salida, CO, 81201, United States
Registered Agent:	David Wood
Registered Agent Street Address:	P.O. Box 155, SALIDA, CO, 81201, United States
Registered Agent Mailing Address:	
Status:	Good Standing
Form:	Nonprofit Corporation
Jurisdiction:	CO
Formation Date:	1991-05-07

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Organization Record Confirmation

Review and select "Confirm" if this entity is the correct business organization.

ID Number:	20081144588
Name:	Salida Rotary Charitable Fund, Inc.
Principal Street Address:	PO Box 155, Salida, CO, 81201, United States
Principal Mailing Address:	
Registered Agent:	Thomas Mansheim
Registered Agent Street Address:	53 Trailside Circle, Salida, CO, 81201, United States
Registered Agent Mailing Address:	P. O. Box 155, Salida, CO, 801201, United States
Status:	Good Standing
Form:	Nonprofit Corporation
Jurisdiction:	CO
Formation Date:	2008-03-16

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CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Public Works	David Lady - Public Works Director	March 1, 2022

ITEM

Council Action – Award 2022 Concrete Maintenance Project

Consent Agenda

BACKGROUND

The City of Salida right-of-ways have concrete infrastructure consisting of curb and gutter, ADA ramps/crosswalk, cross pans, and sidewalks. Public Works staff have surveyed defective sections of concrete and repairs have been prioritized in the highest pedestrian utilized corridors (downtown and school zones) and designated pedestrian routes. Work areas have been expanded out from there with significant improvements completed the past several years. A significant portion of the 2022 work will include improvements along 1st Street, east of F Street, in advance of the Oak Street improvements which are currently under design.

The project was advertised and bids were received on February 15, 2022 as follows:

Bidder	Total	Business Location / Local Preference	Percent Above Low Bid
Jarcco Construction, Inc.	\$ 152,880.00	(Out of County) – 0%	Low Bid
Cedar Ridge Landscape, Inc.	\$154,720.00	(Out of County) – 0%	1.2%
Avalanche Excavating, Inc.	\$189,473.80	Salida – 5.0%	24%

*The total reflects the summation of the individual unit price line items for construction.

Jarcco Construction has not previously worked for the City of Salida. A qualifications form has been completed which provides detailed information with regards to past projects and references. Municipal references were contacted and positive reviews were provided that would indicate that Jarcco is capable of performing the work in accordance with the project specifications and requirements.

FISCAL NOTE

The 2022 budget for concrete maintenance is as follows:

\$40,000 (31-30-6002-3)	Crosswalks
\$100,000 (31-30-6009-3)	Sidewalks
\$50,000 (31-30-6014-3)	Curb and Gutter



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Public Works	David Lady - Public Works Director	March 1, 2022

CONSTRUCTION CONTRACT	\$ 152,880.00
CONTINGENCY (10%)	\$ 15,288.00
CONSTRUCTION MANAGEMENT	\$ In-House
QA MATERIALS TESTING (~2%)	\$ 3,000.00
<u>TOTAL PROJECT BUDGET</u>	<u>\$ 171,168.00</u>

The project is within the itemized 2022 budget. A budget amendment is not anticipated.

STAFF RECOMMENDATION

Award a construction contract for the 2022 Concrete Maintenance Project and authorizing the City Administrator to enter into a Construction Agreement between the City and Jarcco Construction, Inc. in the amount of \$152,880.00 with a total project budget of \$171,168.00.

SUGGESTED MOTION

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



•

ADA_2022

CurbGutter_2022

SidewalkReplace_2022

Local_Roads



0

1,150

2,300

4,600

Feet



2022 Concrete Maintenance



CITY COUNCIL ACTION FORM

DEPARTMENT Public Works	PRESENTED BY David Lady - Public Works Director	DATE March 1, 2022
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ITEM

Council Action – Award 2022 Asphalt Maintenance Project

Consent Agenda

BACKGROUND

The City of Salida roadways consist of asphalt paving. Asphalt maintenance is necessary to reduce life cycle costs and maintain a higher level of service. Asphalt maintenance generally consists of crack sealing, chip sealing, slurry seals, and other types of point repairs. The City periodically performs a geotechnical investigation to evaluate asphalt conditions. This information is used to prioritize rehabilitation and establish the appropriate maintenance activity based on the condition. The level of asphalt deterioration may require re-paving in areas.

The project was advertised and bids were received on February 22, 2022 as follows:

Bidder	Total	Business Location / Local Preference	Percent Above Low Bid
GMCO, LLC	\$334,435.00	(Out of County) – 0%	Low Bid
Vance Brothers, Inc.	\$349,450.00	(Out of County) – 0%	4.5%
A-1 Chipseal, Inc.	\$356,336.00	(Out of County) – 0%	6.5%

*The total reflects the summation of the individual unit price line items for construction.

GMCO, LLC has previously worked for the City of Salida and performed the work satisfactory.

FISCAL NOTE

The 2022 budget for asphalt maintenance is as follows:

\$500,000 (31-30-6012-3) Asphalt Maintenance

CONSTRUCTION CONTRACT	\$ 334,435.00
CONTINGENCY (10%)	\$ 33,443.00
CONSTRUCTION MANAGEMENT	\$ In-House
QA MATERIALS TESTING (~2%)	\$ 6,700.00
<u>TOTAL PROJECT BUDGET</u>	<u>\$ 374,578.00</u>

The project is within the itemized 2022 budget. A budget amendment is not anticipated.



CITY COUNCIL ACTION FORM

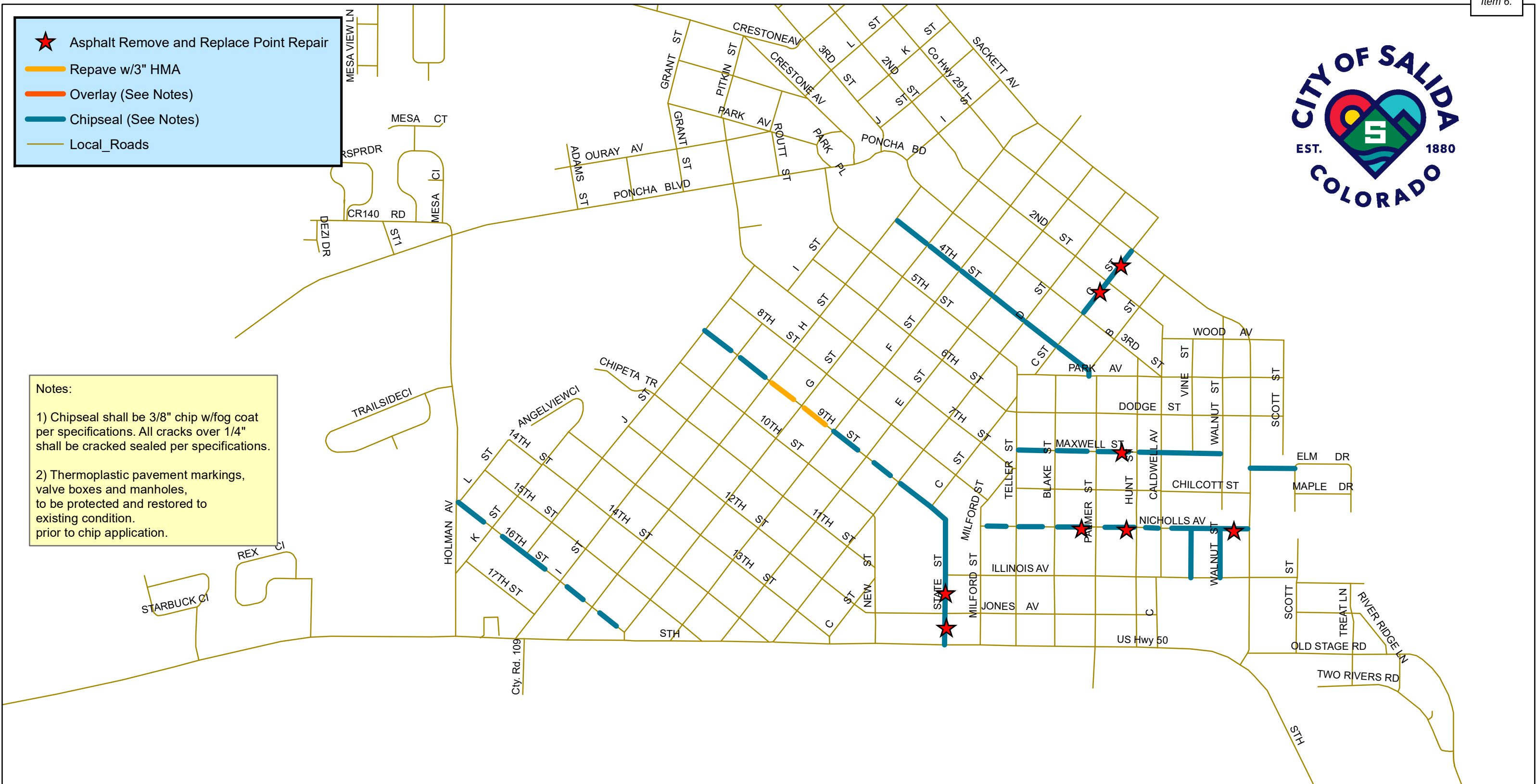
DEPARTMENT	PRESENTED BY	DATE
Public Works	David Lady - Public Works Director	March 1, 2022

STAFF RECOMMENDATION

Award a construction contract for the 2022 Asphalt Maintenance Project and authorizing the City Administrator to enter into a Construction Agreement between the City and GMCO, LLC in the amount of \$334,435.00 with a total project budget of \$374,578.00.

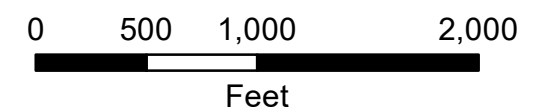
SUGGESTED MOTION

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



Proposed 2022 Asphalt Maintenance

Date: 10/7/2021





CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Public Works	David Lady - Public Works Director	March 1, 2022

ITEM

Council Action – Award 2022 Sewer Reconstruction Project

Consent Agenda

BACKGROUND

The City of Salida owns and maintains the wastewater collection system within the service areas of Salida and Poncha Springs. The City has a maintenance program that includes scheduled line cleaning and inspection of mains. Capital improvement programs including line rehabilitation and replacement are necessary to address system deficiencies, ensure reliable service, and replace infrastructure that is nearing the end of its useful life. The useful life of a sewer main can depend on multiple factors such as structural issues/breaks, offset joints, and gaps in joints which can introduce water infiltration and roots.

Much of Salida's collection system consists of clay pipe, whereas, newer piping consists of plastic PVC material. The standard minimum size for new construction is 8-inch diameter pipe. 8-inch diameter pipe can be rehabilitated at a later date by utilizing a liner product that does not require the main to be dug up. The proposed project generally consists of removal and replacement of 6-inch mains at various locations as shown on the attached exhibit.

The project was advertised and bids were received on February 22, 2022 as follows:

Bidder	Total	Business Location / Local Preference	Percent Above Low Bid
Y&K Excavation, Inc.	\$660,127.00	Salida – 5%	Low Bid
RMS Utilities, Inc.	\$873,702.02	(Out of County) – 0%	32%
Pridemore Construction, Inc.	\$941,217.00	(In County) – 3%	42.5%
K.R. Swerdfeger Construction, Inc.	\$1,127,799.00	(Out of County) – 0%	70.1%

*The total reflects the summation of the individual unit price line items for construction.

Y&K Excavation, Inc. has previously worked for the City of Salida and performed the work satisfactory.

FISCAL NOTE

The 2022 budget for sewer reconstruction is as follows:

\$450,000 (21-30-6024-3) Infrastructure Improvements



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Public Works	David Lady - Public Works Director	March 1, 2022

CONSTRUCTION CONTRACT	\$ 660,127.00
CONTINGENCY (10%)	\$ 66,012.00
CONSTRUCTION MANAGEMENT	\$ In-House
QA MATERIALS TESTING (~2%)	\$ 13,000.00
<u>TOTAL PROJECT BUDGET</u>	<u>\$ 739,139.00</u>

The project exceeds the itemized 2022 budget. Costs for piping materials have increased significantly over the past year and an additional segment of sewer replacement was included since the time that the budget was prepared. These items have led to the overages. The scope of work could be reduced, however, this type of work has limited to no opportunity for value engineering or other components that would offer cost savings. There were multiple competitive bids submitted which is helpful for validating the low bid results. A budget amendment is likely towards the end of the year but will be dependent on other capital project costs. Currently the reserves are adequate to support an amendment.

STAFF RECOMMENDATION

Award a construction contract for the 2022 Sewer Reconstruction Project and authorizing the City Administrator to enter into a Construction Agreement between the City and Y&K Excavation, Inc. in the amount of \$660,127.00 with a total project budget of \$739,139.00.

SUGGESTED MOTION

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



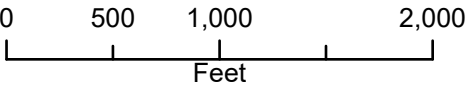
Legend

Local Roads

2022 Sewerline Replacement



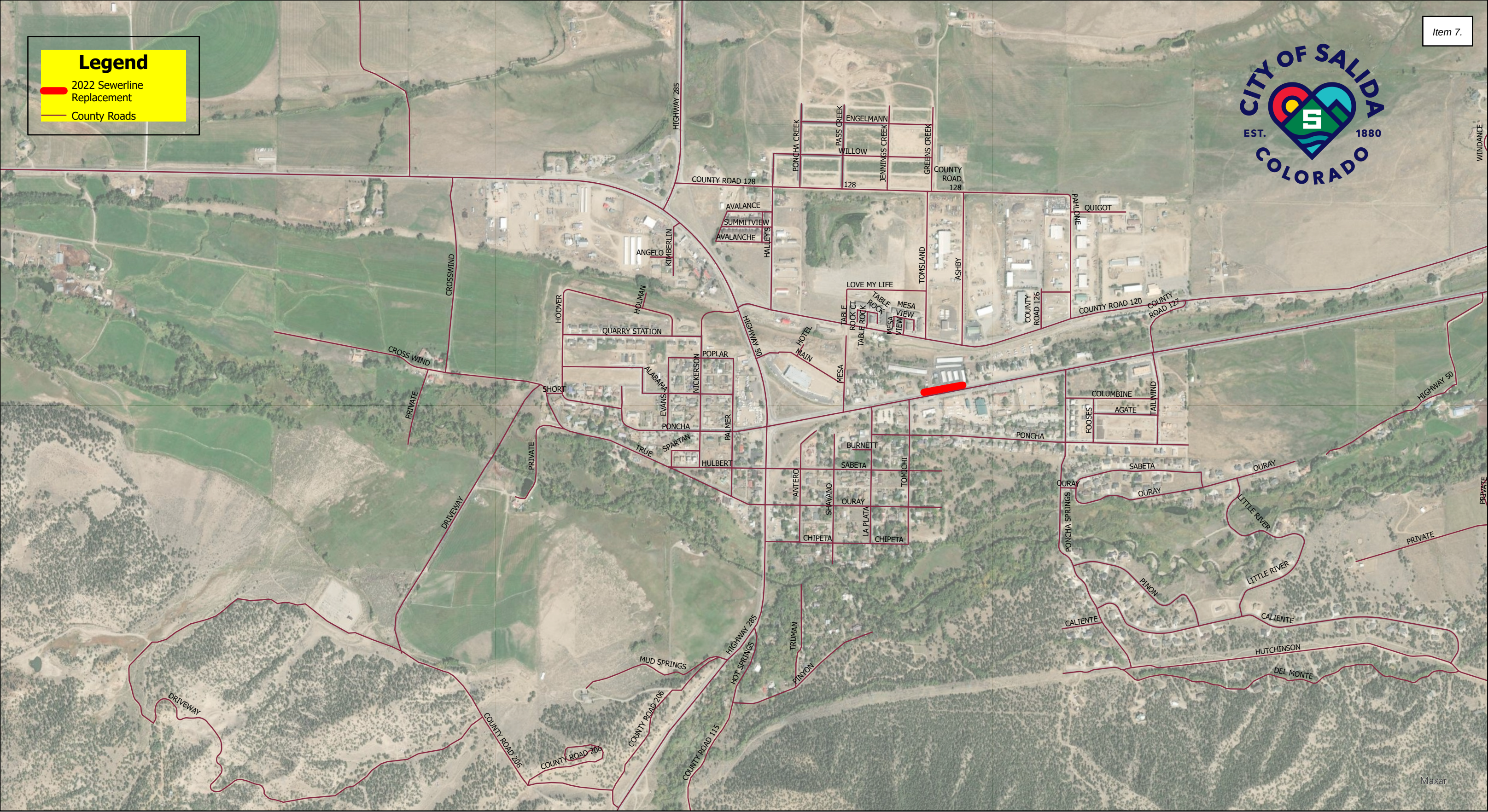
2022 Salida
Sewer Reconstruction



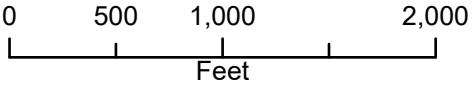
Legend

2022 Sewerline Replacement

County Roads



2022 Poncha Springs
Sewer Reconstruction





CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Public Works	David Lady - Public Works Director	March 1, 2022

ITEM

Council Action – Authorize Grant Application and Fiscal Match for Pasquale Springs WTP Improvements Project
Consent Agenda

BACKGROUND

The City of Salida has planned and budgeted for improvements at the Pasquale Springs Water Treatment Plant. This project has partial funding through a Direct Loan with the Colorado Water Resources and Power Development Authority (CWPRDA). The project design is complete and the project was recently bid out. Results were over the 2022 budgeted amount. Analysis of the bid results and discussion with other engineering firms and contractors have indicated that facility construction costs have escalated significantly over the past year. Staff is currently working with the engineering firm on the project to identify if value engineering components are possible in order to reduce project costs. Staff is also proposing that a grant application be submitted for a Department of Local Affairs (DOLA) Energy and Mineral Impact Grant (EIAF) to help support funding for the project.

FISCAL NOTE

The EIAF Tier II Grant would be up to \$750,000. The match requirements are 1:1, therefore, the City's contribution would be \$375,000.

STAFF RECOMMENDATION

Authorize the grant application and fiscal match for the DOLA EIAF Tier II Grant Application for the Pasquale Springs Water Treatment Plant Improvement Project.

SUGGESTED MOTION

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



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Bill Almquist - Community Development Director	March 1, 2022

ITEM

Second Reading and Public Hearing for Ordinance 2022-01: An Ordinance of the City Council for the City of Salida, Colorado Amending Chapter 6 and Chapter 16 of the Salida Municipal Code Concerning Sexually-Oriented Businesses

BACKGROUND

Currently, the City of Salida Municipal Code does not specifically address any regulations or restrictions for sexually-oriented businesses. According to a City Attorney's office memo, this leaves the City "naked" to the threat of such businesses being established within City limits. Furthermore, according to the Attorney's office: "(T)he City may likely regulate such an ... establishment indirectly through its zoning code by denying a conditional use of the property under Section 16-4-140. However, such an approach is not optimal, as this is reactionary, *ad hoc* regulation risks exposing the City to legal challenge from business owners seeking to exercise their valid First Amendment rights. As such, direct regulation of these entities is likely warranted."

State law [inc. C.R.S. 31-15-401(1)(p)(I) and C.R.S. 31-15-501(1)(c)] allows the City to adopt regulations for such establishments and also to license such establishments. However, both the Colorado Constitution and U.S. Constitution protect freedom of expression, including "indecent" (but not obscene) sexual expression. Therefore, local governments cannot totally restrict efforts to access this type of speech, but they can regulate them in order to protect against the potentially harmful secondary effects of these entities, and the preserve the character of certain areas. There is ample case law that provides some guard rails for such regulation.

The City Attorney's Office reviewed the practices and regulations of several other Colorado municipalities and provided staff with recommended code language for the proposed text amendment. The attached draft Ordinance 2021-21, along with its proposed revisions to Chapter 6 – Business Licenses and Regulations, and Chapter 16 – Land Use and Development, would create a licensing requirement, rules and procedures, and associated fees (for adult entertainment establishments only), and establish the zoning districts where such uses are prohibited or may be conditionally approved subject to specific review standards. Such standards include:

- No sexually-oriented businesses (inc. both adult entertainment establishments, as well as adult bookstores, etc.) shall be located within two hundred (200) feet of the following protected uses, measured from the nearest exterior wall of the proposed sexually-oriented business to the



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Bill Almquist - Community Development Director	March 1, 2022

nearest lot boundary of the protected use, provided such protected use is established on or before the date the application for the proposed sexually-oriented business is filed:

1. Day cares homes and Day care centers;
 2. Schools.
- No sexually-oriented businesses shall be located within two hundred (200) feet of the following residential zoning district boundaries: R-1, R-2, R-3, R-4, or RMU, measured from the nearest exterior wall of the proposed sexually-oriented business to the nearest edge of the zoning district boundary.
 - *Adult Entertainment Establishments* shall not be located within one thousand (1,000) feet of another *Adult Entertainment Establishment*, measured from the nearest exterior wall of the proposed *Adult Entertainment Establishment* to the nearest exterior wall of any other *Adult Entertainment Establishment*.
 - *Adult Entertainment Establishments* shall be licensed for operation.
 - All sexually-oriented businesses shall be closed to the public between the hours of 1:00 a.m. and 9:00 a.m.
 - No one under eighteen (18) years of age, inc. patrons, managers, employees, agents, and independent contractors shall be permitted in any sexually-oriented business.

A first reading was held on February 1st, 2022.

PLANNING COMMISSION RECOMMENDATION

Planning Commission considered the text amendments on January 24th and recommended their approval. There was some discussion regarding the inclusion of churches in the list of protected uses and related distance, as well as slightly adjusted operational hours (closed from 12:00 a.m. to 10:00 a.m.), but ultimately those were not included in the motion.

SUGGESTED CITY COUNCIL MOTION

"I move that the City Council approve Ordinance 2022-01."

Attachments:

Ordinance 2022-01

CITY OF SALIDA, COLORADO
ORDINANCE NO. 01
(Series of 2022)

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA,
 COLORADO AMENDING CHAPTER 6 AND CHAPTER 16 OF THE SALIDA
 MUNICIPAL CODE CONCERNING SEXUALLY-ORIENTED BUSINESSES**

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

WHEREAS, pursuant to C.R.S. § 31-15-401, the City, by and through its City Council (the “Council”), possesses the authority to adopt laws and ordinances within its local powers in furtherance of the general health, safety, and welfare of its residents;

WHEREAS, pursuant to C.R.S. § 31-15-501, the City, by and through its Council, possesses the authority to license and regulate any lawful occupation, business, or place of amusement;

WHEREAS, pursuant to C.R.S. § 31-23-301, the City, by and through its Council, also possesses the authority to adopt and enforce zoning regulations;

WHEREAS, the First Amendment of the United States Constitution protects freedom of expression, including indecent sexual expression;

WHEREAS, sexually-oriented businesses can have a deleterious effect on both neighboring businesses and surrounding residential areas by causing an increase in crime and a decrease in property values;

WHEREAS, the Council seeks to establish reasonable and uniform regulations to prevent and mitigate the deleterious effects of sexually-oriented businesses while simultaneously not denying access to or distribution of sexually-oriented content; and

WHEREAS, the Council finds it desirable and appropriate, and in the best interest of the general health, safety, and welfare of its residents to amend Chapter 6 and Chapter 16 of the Code, as they relate to the regulation of sexually-oriented businesses.

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

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

Section 2. Chapter 6, Article VIII of the Code, concerning the licensure and regulation of adult entertainment establishments, is hereby created to read as follows:

ARTICLE VIII. – ADULT ENTERTAINMENT ESTABLISHMENTS.

Sec. 6-8-10. – Definitions.

For the purpose of this Article the following words and terms have the following meanings, unless

the context clearly indicates otherwise.

Adult arcade means any commercial establishment where, for any form of consideration, monetary or otherwise, one or more still or motion picture projectors, slide projectors, video cassette players, or similar machines, or other image producing machines, for viewing by five (5) or fewer persons each, are used to show films, motion pictures, video cassettes, slides, or other photographic reproductions which are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas."

Adult cabaret means a cabaret which features either persons who appear nude or in a state of nudity or semi-nudity or live performances which are characterized by the exposure of "specific anatomical areas."

Adult entertainment establishment means an entertainment or commercial establishment that is distinguished or characterized by an emphasis on material depicting, describing, or relating to "specified sexual activities" or "specified anatomical areas," including but not limited to adult movie theaters, adult arcades, adult cabarets, adult theaters, nude model studios, and other adult services establishments.

Adult movie theater means a commercial establishment which is distinguished or characterized by the showing of films, motion pictures, video cassettes, slides, or similar photographic reproductions with an emphasis on depicting or describing "specified sexual activities" or "specified anatomical areas" which are regularly shown for any form of consideration.

Adult theater means a theater, concert hall, auditorium, or similar commercial establishment which, for any form of consideration, regularly features persons who appear in a state of nudity or live performances which are characterized by an emphasis on exposure of "specified anatomical areas" or by "specified sexual activities."

Nude model studio means any place where a person who appears in a state of nudity or displays "specified anatomical areas" is provided money or any form of consideration to be seen, observed, or similarly viewed by other persons, without regard to whether the person is sketched, drawn, painted, sculpted, photographed.

Specified anatomical areas as used herein means and includes any of the following: (1) less than completely and opaquely covered human genitals, pubic region, buttocks, anus, or female breasts below a point immediately above the top of the areolae; or (2) human male genitals in a discernible turgid state even if completely and opaquely covered.

Specified criminal acts means sexual crimes against children, sexual abuse, sexual assault, or crimes connected with another sexually-oriented business including, but not limited to distribution of obscenity, prostitution, or pandering.

Specified sexual activities means and includes any of the following: (1) the fondling or other intentional touching of human genitals, pubic region, buttocks, anus, or female breasts; (2) sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation, or sodomy; (3) masturbation, actual or simulated; (4) human genitals in a state of sexual stimulation, arousal, or tumescence; or (5) excretory functions as part of or in connection with any of the activities set forth in subsections (1)

through (4) of this definition.

Sec. 6-8-20. – Purpose and intent.

The purpose and intent of this Article is to regulate adult entertainment establishments to promote the health, safety, and general welfare of the residents of the City, and to establish reasonable and uniform regulations to prevent the deleterious location and concentration of adult entertainment establishments within the City, thereby reducing or eliminating the adverse secondary effects from such businesses. The provisions of this Article are not intended to impose a limitation or restriction on the content of any communicative materials, including sexually-oriented materials. It is not the intent of this Article to restrict or deny access by adults to sexually-oriented materials protected by the First Amendment of the United States Constitution, or to deny access by the distributors and exhibitors of sexually-oriented entertainment to their intended market. Neither is it the intent nor effect of this Article to condone or legitimize the distribution of obscene material.

Sec. 6-8-30. – License required; fee.

- (a) It shall be unlawful for any person to operate an adult entertainment establishment in the City without a valid license issued pursuant to this Article.
- (b) The initial license fee, renewal license fee, and penalty for operating without a license shall be established by resolution of City Council, as may be amended from time to time.

Sec. 6-8-40. – Application.

Each application for an adult entertainment establishment license shall include the following:

- (a) The name, address, and telephone number of the applicant and, if the applicant is an individual, satisfactory proof that they are twenty-one (21) years of age or older;
- (b) If the applicant is a legal entity, satisfactory proof that each of the individual officers, directors, managers, partners, members, or principal owners of such entity are twenty-one (21) years of age or older;
- (c) The address of the proposed adult entertainment establishment;
- (d) A description of the type or types of adult entertainment establishment proposed, such as an adult cabaret or an adult movie theater;
- (e) Whether the applicant or any of the other individuals required to be listed in the application have, within five (5) years from the date of the application, been convicted of a specified criminal act and, if so, the specified criminal act involved, the date and place of conviction, and the disposition of the charge or charges;
- (e) Whether the applicant or any of the other individuals required to be listed in the application has had a previous license under this or any other similar sexually-oriented business ordinance from another city or county denied, suspended, or revoked and, if so, the name and location of the sexually-oriented business for which the license was denied, suspended, or revoked, as well as the date of such denial, suspension, or revocation;
- (f) Whether the applicant or any of the other individuals required to be listed in the application hold any other licenses under this division or other similar sexually-oriented business ordinances

from another city or county and, if so, the names and locations of such other licensed businesses;

(g) Satisfactory proof of the applicant's ownership or right to possession of the premises wherein the adult entertainment establishment will be operated;

(h) A sketch or diagram showing the configuration of the premises including a statement of total floor space occupied by the business. The sketch or diagram need not be professionally prepared, but it must be oriented to the north or to some designated street or object and shall be drawn to a designated scale or drawn with marked dimensions of the interior of the premises to an accuracy of plus or minus six inches. The licensing officer may waive the foregoing diagram for transfer and renewal applications if the applicant adopts a diagram that was previously submitted and certifies that the configuration of the premises has not been altered since it was prepared.

(i) A current certificate and straight-line drawing prepared within thirty (30) days prior to an initial application by a Colorado registered land surveyor depicting: (i) the property lines and the structures of the premises to be licensed; (ii) the location of the property lines of existing protected uses as set forth in Section 16-4-190(s). For purposes of this section, a use shall be considered existing if it is in existence at the time an application is submitted.

Sec. 6-8-50. – License issuance; renewal; term.

(a) Issuance. The City Administrator or City Clerk may issue an adult entertainment establishment license under this Article upon satisfaction of the following conditions:

(1) The applicant has submitted a completed application form which satisfies the application requirements set forth in Section 6-8-40 and has provided all required information regarding the adult entertainment establishment;

(2) The applicant has paid the appropriate license fee established by the City Council;

(3) The proposed adult entertainment establishment is located in an appropriate zone and is not within the proscribed radius of a protected use, pursuant to Chapter 16 of this Code; and

(4) The building in which the adult entertainment establishment is to be conducted is ready for occupancy with such furniture, fixtures, and equipment in place as are necessary to comply with the provisions of this Article and the plans and specifications approved by the City with the application, as verified by inspection of the premises by the Fire Department and/or the Police Department.

(b) Renewal. A licensee shall apply for renewal of the license, by submitting a completed renewal application form and the required renewal license fee no later than thirty (30) days prior to the expiration of the existing term. The City Clerk shall renew the license prior to the end of the term, provided that the renewal application and fee were timely submitted, and the City Clerk is not aware of any fact that would have prevented issuance of the original license or issuance of the renewal.

(c) Term. All licenses issued under this Article shall be for a term of one (1) year from the date of the license first being issued.

(d) Expiration. A license that is not timely renewed shall expire at the end of its term. The failure

to timely obtain a renewal of a license requires submission of a new application.

Sec. 6-8-60. – License revocation and suspension.

Any license issued pursuant to this Article may be suspended or revoked by the City Council, upon ten (10) days' written notice, to a licensee stating the contemplated action and, in general, the grounds therefor, and after a reasonable opportunity for the licensee to be heard, for any of the following reasons:

- (1) Violation by a licensee or licensee's officers, agents, or employees of any of the provisions of this Article, or any relevant or applicable laws of the United States, the State of Colorado, or ordinances of the City;
- (2) Violations of any conditions imposed by the City Clerk's office in connection with the issuance or renewal of a license;
- (3) Failure to pay State or local taxes, or the annual license fee that are related to the operation of the adult entertainment establishment;
- (4) If any fact or condition exists which, if it had existed or had been known to exist at the time of the application, would have warranted the refusal of the issuance of the license;
- (5) Failure to file any report or furnish any information that may be required by provisions relating to this Article;
- (6) Loss of right to possession of the licensed premises; or
- (7) Fraud, misrepresentation, or a false statement of material fact contained in the original or renewal license application.

Sec. 6-8-70. – Penalties.

In addition to any other remedies available at law or equity, operating an adult entertainment establishment within the City without a license shall subject the violator to a fine in an amount to be established by resolution of the City Council, as may be amended from time to time, to be collected in the manner provided for penalty assessments as provided in Chapter 1, Article VII of this Code.

Section 3. Section 16-1-80 of the Code, concerning definitions applicable to land use and development provisions, is hereby amended to read as follows:

Sec. 16-1-80. - Definitions.

This Article defines words, terms and phrases contained within this Land Use Code. The following terms shall have the following meanings when used in this Land Use Code:

...

Adult bookstore, adult novelty shop, or adult video store means a commercial establishment which devotes a significant or substantial portion of its stock-in-trade or interior floor space to the sale, rental or viewing (for any form of consideration) of books, magazines, periodicals, or other printed matter, or photographs, films, motion pictures, video cassettes, slides, or other visual representations which are characterized by the depiction or

description of "specified sexual activities" or "specified anatomical areas," as defined in Chapter 6, Article VIII.

...

Adult entertainment establishment means an entertainment or commercial establishment that is distinguished or characterized by an emphasis on material depicting, describing, or relating to sexual activities or sexual anatomical areas, including but not limited to adult movie theaters, adult arcades, adult cabarets, adult theaters, and nude model studios, as defined in Chapter 6, Article VIII, and other similar adult services establishments.

Section 4. Table 16-D of Section 16-4-150 of the Code, concerning the schedule of uses and review process, is hereby amended in-part, as it relates to sexually-oriented businesses, to read as follows:

TABLE 16-D
Schedule of Uses

N = Not Permitted P = Permitted AC = Administrative Conditional Use C = Conditional Use AR = Administrative Review LR = Limited Impact Review MR = Major Impact Review									
Commercial, Personal Service and Office Uses	R-1	R-2	R-3	R-4	RMU	C-2	C-1	I	Standards
<u>Adult entertainment establishments</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>C</u>	Sec. 16-4-190(s)
<u>Adult bookstores, adult novelty shops, adult video stores</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>C</u>	<u>C</u>	<u>C</u>	Sec. 16-4-190(t)

Section 5. Subsection 16-4-190(s) of the Code, concerning review standards applicable to adult entertainment establishments, is hereby created to read as follows:

Sec. 16-4-190. – Review standards applicable to particular uses.

(s) Adult Entertainment Establishments.

(1) Design and Layout. The following limitations shall apply to the design and layout of all adult entertainment establishments.

a. Exterior doors shall remain closed during business hours.

b. All materials, projections, entertainment, or other activities involving or depicting sexual activities or sexual anatomical areas shall not be visible from off-premises areas or from portions of an establishment accessible to minors.

c. Sounds from projections, entertainment, or other activities shall not be audible from off-premises areas.

d. Advertisements, displays, or other promotional materials depicting sexual activities or sexual anatomical areas shall not be visible from any public or semi-public area.

e. All building openings, entries, and windows shall be located, covered, or screened to prevent the interior from being viewed from any public or semi-public area.

(2) Location and Access.

a. Adult entertainment establishments shall not be located within one thousand (1,000) feet of another adult entertainment establishment, measured from the nearest exterior wall of the proposed adult entertainment establishment to the nearest exterior wall of any other adult entertainment establishment.

b. Adult entertainment establishments shall not be located within two hundred (200) feet of the following protected uses, measured from the nearest exterior wall of the proposed adult entertainment establishment to the nearest lot boundary of the protected use, provided such protected use is established on or before the date the application for the proposed adult entertainment establishment is filed:

1. Day cares homes and Day care centers; or
2. Schools.

c. Adult entertainment establishments shall not be located within two hundred (200) feet of the following zoning district boundaries: R-1, R-2, R-3, R-4, or RMU measured from the nearest exterior wall of the proposed adult entertainment establishment to the nearest edge of the zoning district boundary.

(3) Operation and Ownership.

a. No licensee, manager, or employee serving food or drinks or mingling with the patrons shall be nude or in a state of nudity.

b. Separate restroom facilities shall be provided for employees and independent contractors that shall only be accessible by employees and independent contractors.

c. No licensee, manager, or employee shall encourage or knowingly permit any person, including patrons, to engage in prohibited sexual activities on the premises. Such conduct is unlawful and shall be subject to penalties, as set forth in Chapter 1, Article IV of this Code.

d. Adult entertainment establishments shall be closed to the public between the hours of 1:00 a.m. and 9:00 a.m.

e. No one under eighteen (18) years of age, including patrons, licensees, managers, employees, agents, and independent contractors, shall be admitted into any adult entertainment establishment, unless alcohol is served, in which case all relevant city, state and federal liquor regulations shall apply.

f. Any person who operates or causes to be operated an adult entertainment establishment without a valid license issued pursuant to Chapter 6, Article VIII of the Code or who violates any provision of this subsection commits unlawful conduct and shall be subject

to an injunction, civil penalties, and criminal penalties, as set forth in Chapter 1, Article IV of this Code.

g. Each day of operation in violation of any provision of this subsection shall constitute a separate offense.

Section 6. Subsection 16-4-190(t) of the Code, concerning review standards applicable to adult bookstores, adult novelty shops and adult video stores, is hereby created to read as follows:

Sec. 16-4-190. – Review standards applicable to particular uses.

(t) Adult Bookstores, Adult Novelty Shops, Adult Video Stores.

(1) Design and Layout. The following limitations shall apply to the design and layout of all adult bookstores, adult novelty shops and adult video stores.

a. Exterior doors shall remain closed during business hours.

b. All materials, projections, or other activities involving or depicting sexual activities or sexual anatomical areas shall not be visible from off-premises areas or from portions of an establishment accessible to minors.

c. Advertisements, displays, or other promotional materials depicting sexual activities or sexual anatomical areas shall not be visible from any public or semi-public area.

d. All building openings, entries, and windows shall be located, covered, or screened to prevent the interior from being viewed from any public or semi-public area.

(2) Location and Access.

a. Adult bookstores, adult novelty shops and adult video stores shall not be located within two hundred (200) feet of the following protected uses, measured from the nearest exterior wall of the proposed adult bookstore, adult novelty shop and adult video store to the nearest lot boundary of the protected use, provided such protected use is established on or before the date the application for the proposed adult bookstore, adult novelty shop and adult video store is filed:

1. Day cares homes and Day care centers; or
2. Schools.

b. Adult bookstores, adult novelty shops and adult video stores shall not be located within two hundred (200) feet of the following zoning district boundaries: R-1, R-2, R-3, R-4, or RMU measured from the nearest exterior wall of the proposed adult bookstore, adult novelty shop and adult video store to the nearest edge of the zoning district boundary.

(3) Operation and Ownership.

a. Adult bookstores, adult novelty shops and adult video stores shall be closed to the public between the hours of 1:00 a.m. and 9:00 a.m.

b. No one under eighteen (18) years of age, including patrons, managers, employees, agents, and independent contractors, shall be permitted within any adult bookstore, adult novelty shop or adult video store. Should a conventional bookstore, or any retail

establishment, display printed materials or other items for sale as described within the definition of adult bookstores in section 16-1-80, such materials shall be segregated from the rest of the retail or bookstore and no one under the eighteen (18) years of age shall be permitted within in such section of the store.

Section 7. *Severability.* The provisions of this ordinance are severable and the invalidity of any section, phrase, clause, or portion of the ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the ordinance.

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

INTRODUCED ON SECOND READING FINALLY ADOPTED and ORDERED PUBLISHED IN FULL, by the City Council on this ____ day of _____, 2022.

City of Salida

Mayor Dan Shore

ATTEST:

City Clerk/Deputy City Clerk



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	March 1, 2022

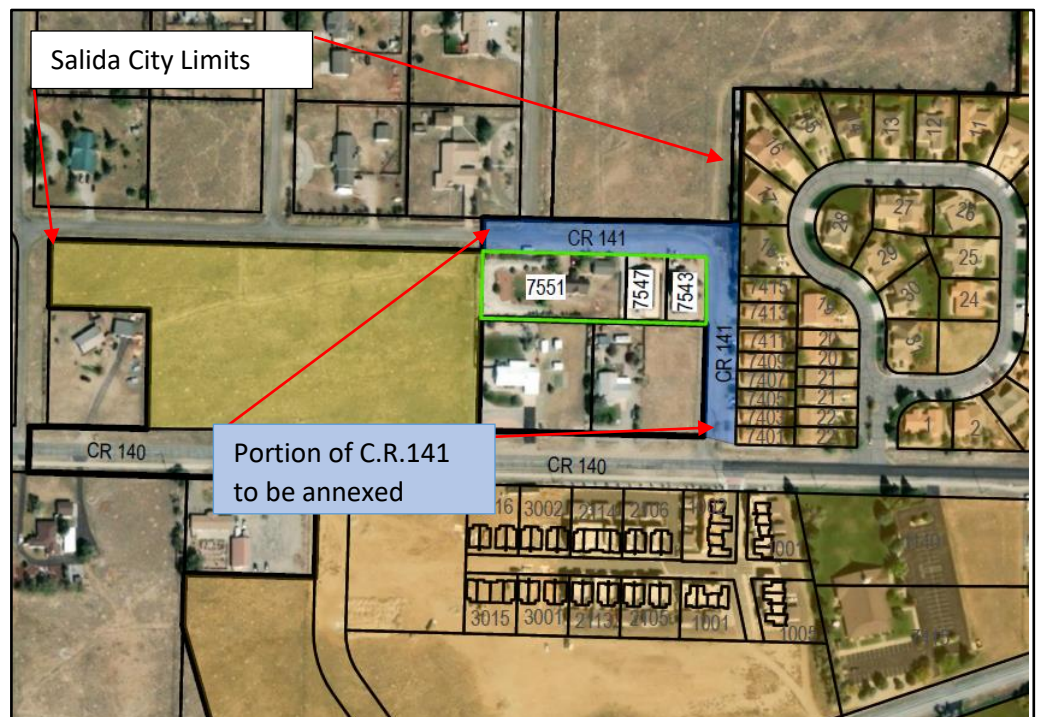
ITEM

Ordinance 2022-02: Second Reading and Public Hearing on the proposed 141 Annex Annexation of Lots 1, 2 and 3 of the 141 Annex Minor Subdivision located at 7543 C.R. 141, 7547 C.R. 141 and 7551 C.R. 141. As part of this annexation, Chaffee County is requiring annexation of County Road 141 from County Road 140 to the western most edge of Lot 1 of the 141 Annex Subdivision. The required section of County Road 141 is included on the 141 Annex Annexation plat.

BACKGROUND

On December 04, 2018 City Council approved Resolution 2018- 52 for the Love Pre-Annexation agreement with owners Brad and Sandra Love to provide municipal water and sewer to the property of 141 Annex Minor Subdivision. At that same time the owners were also in the process of subdividing the 1.358 acre parcel into 3 individual lots within the Chaffee County jurisdiction.

Section 4 of the pre-annexation agreement requires the owners of Lots 1, 2 and 3 to annex their properties within 60 days when they become eligible, via contiguity. They became eligible with the Upchurch Annexation which was approved by Council on April 20, 2021 and recorded on July 2, 2021.





CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	March 1, 2022

The applicants, Jeff Kriebel, Thomas Clegg and Wendell Winger submitted the complete application to annex their properties located at 7543 C.R. 141, 7547 C.R. 141 and 7551 C.R. 141, respectively, on October 21, 2021 along with an application for Zoning to be considered during a separate hearing.

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

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

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

Proposed Action	Planning Commission Recommendation	City Council First Reading	City Council Final Action
Annexation Ordinance 2022-02	12/14/2021	02/15/2022	03/01/2022
Resolution on Findings of Fact Resolution 2022-11			03/01/2022
Annexation Agreement Resolution 2022-12			03/01/2022
Zoning Ordinance 2022-03	12-14-2021	02/15/2022	03/01/2022

RESPONSE FROM REFERRAL DEPARTMENTS AND AGENCIES:

- Salida Fire Department: Kathy Rohrich, Assistant Fire Chief, responded "The Fire Department has no concerns at this time."
- Chaffee County Development Services: Planner Christie Barton, responded "Chaffee County Planning has no objection to the annexation, but County staff may have additional comments."
- Salida Public Works Department: Public Works Director David Lady, responded "Typically there would be some language with regards to bringing the road up to standards." (This one



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	March 1, 2022

is a bit unique as there is no leverage to require that since the development has already occurred.)

PLANNING COMMISSION RECOMMENDATION

A public hearing with the Planning Commission was held December 14, 2021 and the Commission recommended Council approve the proposed 141 Annex Annexation with staffs recommended conditions.

STAFF RECOMMENDATION

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

1. New residential dwelling units constructed on the Property and/or current Lots 1, 2 or 3 shall meet the inclusionary housing requirements of Article XIII of Chapter 16 of the Salida Municipal Code. The applicants volunteer and agrees to provide an in-lieu fee at the rate in effect at the time of building permit application of any new residential dwelling units on any of the lots within the 141 Annex Annexation and on the Property.
2. Annexor agrees that any new residential dwelling units constructed on the Property and/or current Lots 1, 2 or 3 shall meet the requirements of Land Use Code Sec. 16-6-140, Fair Contributions to Public School Sites, at the time of building permit submittal.

SUGGESTED MOTION

A council person should make the motion to “approve Ordinance 2022-02 approving the annexation of the 2.06 acre parcel of land including portions of County Road 141 to the City of Salida known as the 141 Annex Annexation and ordering the ordinance to be published by title only.”

Attachments: Ordinance 2022-02
141 Annex Annexation plat
Love Pre-Annexation Agreement

**CITY OF SALIDA, COLORADO
ORDINANCE NO. 02
SERIES OF 2022**

AN ORDINANCE OF THE CITY OF SALIDA, COLORADO ANNEXING TO THE CITY OF SALIDA A CERTAIN TRACT OF LAND IN UNINCORPORATED CHAFFEE COUNTY KNOWN AS THE 141 ANNEX ANNEXATION

WHEREAS, on October 20, 2021, representatives of 141 Annex Annexation (the “Owners”), filed a General Development Application (the “Petition”) to commence proceedings to annex to the City of Salida (the “City”) a certain unincorporated tract of land comprised of 2.06 acres (inclusive of public right-of-way) located at 7543 C.R. 141, 7547 C.R. 141 and 7551 C.R. 141, Salida, in the County of Chaffee, State of Colorado, 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. 02, Series of 2022 specified that the City Council would hold a hearing on the proposed annexation at its regular meeting on March 1, 2022, commencing at the hour of 6 p.m. in the City Council Chambers, 448 East First Street, Salida, Colorado; and

WHEREAS, pursuant to C.R.S. §31-12-108 to -110, the City Council on March 1, 2022 held a duly-noticed public hearing to consider the proposed annexation; and

WHEREAS, notice of such hearing was published on January 21, 2022, January 28, 2022, February 4, 2022, and February 11, 2022 in *The Mountain Mail* newspaper; and

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

WHEREAS, the City hereby sets forth its Findings of Fact, Determinations, and Conclusions with regard to annexation to the City of the 141 Annex 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 annexation to the City of the 141 Annex Annexation described on Exhibit A is hereby approved with the following conditions of approval, and such real property is hereby annexed to and made a part of the City of Salida.

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 February 15, 2022, ADOPTED and set for second reading and public hearing on the 1st day of March, 2022.

CITY OF SALIDA, COLORADO

Dan Shore, Mayor

[SEAL]

ATTEST:

City Clerk/Deputy Clerk

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

City Clerk/Deputy City Clerk

EXHIBIT A

The territory comprising 2.06 acres, more or less, (inclusive of public right-of-way), and being described as follows:

Lots 1, 2 and 3, 141 Annex Minor Subdivision located in the SE1/4 SW1/4 of Section 31, Township 50 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado, together with a portion of Chaffee County Road 141 lying adjacent to said lots, all being more particularly described as follows,

Beginning at the southwest corner of Lot 1 of 141 Annex Minor Subdivision per plat filed under Reception no. 447958, Chaffee County, Colorado;

Thence north 01°12'40" East 124.48 feet to the Northwest corner of said lot 1;

Thence continuing North 01°12'40" East 57.0 feet to a point on the South boundary of Lot 7, Block 2, Shavano Vista Subdivision, being a point on the Northerly boundary of Chaffee County Road No. 141;

Thence South 88°47'30" East along said Northerly County Road boundary, 452.43 feet, more or less, to the present City of Salida corporation line as described in City of Salida Ordinance Number 1978-1 recorded January 27, 1978 in Book 414 at Pages 432 and 433 of the Chaffee County records;

Thence South 00°55'39" West along said present corporation line, 396.51 feet to a point on the Upchurch Annexation Boundary (Reception 472071), from whence a 5/8" rebar with a 1 1/2" aluminum cap stamped LS 16117 at the Southwest corner of Lot 4-A of the boundary line adjustment and replat of a portion of Cochetopa Estates per plat recorded at reception No. 309631 of said county records bears South 78°49'01" E 21.92 feet;

Thence North 78°49'01" West along said Upchurch Annexation Boundary, 37.54 feet to the Southeast corner of the tract of land described at Reception No. 389150 of said County records;

Thence North 01°09'12" East along the East boundary of said tract, 208.52 feet to a 5/8" rebar with a 1" aluminum cap stamped 1776 marking the Northeast corner thereof;

Thence North 88°47'30" West 1.95 feet to a 5/8" rebar with a 1 1/2" aluminum cap stamped 16117 at the SE corner of Lot 3 of said 141 Annex Subdivision;

Thence continuing North 88°47'30" West along the South boundary of said 141 Annex Subdivision, 415.26 feet to the point of beginning.

Also known by the following addresses:

7543 County Road 141, Salida, CO 81201

And assessor's schedule or parcel number: 368131300073

7547 County Road 141, Salida, CO 81201

And assessor's schedule or parcel number: 368131300072

7551 County Road 141, Salida, CO 81201

And assessor's schedule or parcel number: 368131300071



ANNEX APPLICATION GENERAL DEVELOPMENT APPLICATION

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

Item 10.

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

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

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

A. Applicant Information

Name of Applicant: Wendell Winger / Dan Clegg / Jeff Kriebel
Mailing Address: 7551 CTRY RD See Annexation Petition
Telephone Number: _____ FAX: _____
Email Address: See Annexation Petition
Power of Attorney/ Authorized Representative: NA
(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: Winger / Clegg / Kriebel Annexation
Street Address: 7551 CTRY RD 141 7547 CTRY RD 141 7543 CTRY RD 141
Legal Description: Lot See Annexation Petition Block _____ Subdivision _____ (attach description)

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

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

Signature of applicant/agent Wendell D. Winger

Date July 4, 2021

Signature of property owner Thomas Daniel Clegg

Date 8/20/2021

General Development Application Form



ANNEXATION APPLICATION

448 East First Street, Suite 112

Salida, CO 81201

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

Email: planning@cityofsalida.com

Item 10.

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

A. Development Process

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

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

✓ 1. General Development Application

✓ 2. Annexation Petition

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

4. **Narrative.** Written narrative of how the petition meets the city's review standards.

5. **Digital Copy.** A digital copy of the plat compatible with the City GIS shall be submitted.

6. **Application Fee** \$3,000 cash or check made out to City of Salida (\$1,000 application fee + \$2,000 retainer for attorney's fees)

7. Public Notice.

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

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

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.

EXHIBIT A

Item 10.

The territory comprising 2.06 acres, more or less, (inclusive of public right-of-way), and being described as follows:

Lots 1, 2 and 3, 141 Annex Minor Subdivision located in the SE1/4 SW1/4 of Section 31, Township 50 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado, together with a portion of Chaffee County Road 141 lying adjacent to said lots, all being more particularly described as follows,

Beginning at the southwest corner of Lot 1 of 141 Annex Minor Subdivision per plat filed under Reception no. 447958, Chaffee County, Colorado;

Thence north 01°12'40" East 124.48 feet to the Northwest corner of said lot 1;

Thence continuing North 01°12'40" East 57.0 feet to a point on the South boundary of Lot 7, Block 2, Shavano Vista Subdivision, being a point on the Northerly boundary of Chaffee County Road No. 141;

Thence South 88°47'30" East along said Northerly County Road boundary, 452.43 feet, more or less, to the present City of Salida corporation line as described in City of Salida Ordinance Number 1978-1 recorded January 27, 1978 in Book 414 at Pages 432 and 433 of the Chaffee County records;

Thence South 00°55'39" West along said present corporation line, 396.51 feet to a point on the Upchurch Annexation Boundary (Reception 472071), from whence a 5/8" rebar with a 1 1/2" aluminum cap stamped LS 16117 at the Southwest corner of Lot 4-A of the boundary line adjustment and replat of a portion of Cochetopa Estates per plat recorded at reception No. 309631 of said county records bears South 78°49'01" E 21.92 feet;

Thence North 78°49'01" West along said Upchurch Annexation Boundary, 37.54 feet to the Southeast corner of the tract of land described at Reception No. 389150 of said County records;

Thence North 01°09'12" East along the East boundary of said tract, 208.52 feet to a 5/8" rebar with a 1" aluminum cap stamped 1776 marking the Northeast corner thereof;

Thence North 88°47'30" West 1.95 feet to a 5/8" rebar with a 1 1/2" aluminum cap stamped 16117 at the SE corner of Lot 3 of said 141 Annex Subdivision;

Thence continuing North 88°47'30" West along the South boundary of said 141 Annex Subdivision, 415.26 feet to the point of beginning.

Also known by the following addresses:

7543 County Road 141, Salida, CO 81201

And assessor's schedule or parcel number: 368131300073

7547 County Road 141, Salida, CO 81201

And assessor's schedule or parcel number: 368131300072

7551 County Road 141, Salida, CO 81201

And assessor's schedule or parcel number: 368131300071

July 4, 2021

~~City of Salda~~

~~Special Fee and Cost Reimbursement Agreement~~

Additional Page specifying names and addresses of applicants:

Wendell D. Winger

7551 County Road 141

Salida, CO 81201

Dan Clegg

7547 County Road 141

Salida, CO 81201

Jeff Kriebel

7543 County Road 141

Salida, C) 81201

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

Dans
self →

CITY OF SALIDA REVIEW STANDARDS FOR ANNEXATION

- A. General Purposes.** It shall be the general purposes of the City in respect to annexation:
- 1. Consider Costs and Benefits.** To annex contiguous lands for positive reasons, equitable to the City and not as a matter of right to a petitioner or petitioners. In consideration of any annexation the short-term and long-term costs and benefits to the area proposed to be annexed and the short-term and long-term costs and benefits to the City shall be weighed.
 - 2. Agreements.** Simultaneous with any ordinance approving the annexation of property into the city boundaries, the owner of the annexed property shall, if requested, enter an annexation agreement upon terms and conditions approved by the City Council, which annexation agreement shall detail a number issues, including but not limited to the subjects described below:
 - a. To require, as a condition of annexation of vacant lands, the dedication of lands for public sites within the land area of the territory being annexed. The location of the lands to be dedicated shall be designated by the City after conferring with any other public agency which might have an interest in such sites.
 - 3. Providing Public Facilities and Services.** Ensuring that adequate water supply, sewage disposal, storm drainage, solid waste disposal, electrical, road, park/recreation and trail and public safety facilities and services are provided. The annexor shall be required to provide evidence of the financial capability of the annexor to complete public and other improvements, including adequate guaranties and security.
 - 4. Provide for Orderly Development of the City.** To provide for the efficient, well-ordered and safe development of the City of Salida and to accommodate a variety of desirable residential, commercial, industrial and public land uses in an appropriate, efficient and attractive development pattern.
 - 5. Implement Comprehensive Plan.** To consider land for annexation that conforms with the purposes of the Comprehensive Plan. The annexor shall include a development plan for the property, which at a minimum shall demonstrate that the proposed development of the property is in general conformance with the Comprehensive Plan.
 - 6. Housing for the Community.**
To promote the construction of housing that is affordable to the community's workforce; retain opportunities for people that work in the City to also live in the City; maintain a balanced community that provides housing for people of all income levels; and ensure that housing options continue to be available for very low-income, low-income, moderate, middle-income residents, special needs populations, and a significant proportion of those who work or live in the City. All subsequent development at this property is required to include at least twelve and one-half (12.5) percent of the total number of residential dwelling units as affordable dwelling units, subject to the standards of Section 16-13-20 and other requirements of Article XIII – Inclusionary Housing of the Salida Municipal Code.

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

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

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

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

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

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

*We ~~don't~~ do
anything!*

*See example
Krisli with e-mail
blank even*

Item 4. Annexation Application Contents

This application meets the requirement of the Pre-Annexation Agreement --CITY OF SALIDA, COLORADO, RESOLUTION NO. 52 (Series of 2018). Comporting with the city's review standards is discussed in the Pre-Annexation Agreement. City water and sewer facilities are installed in the right of way on Count Road 141 in front of the property proposed for annexation. The applicant proposes that the annexation be zoned R-2 in accordance with the city's comprehensive plan and consistent with the existing development of surrounding properties.

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3 of 81/3/2019 8:05 AM
RESC R\$48.00 D\$0.00Lori A Mitchell
Chaffee County Clerk**PRE-ANNEXATION AGREEMENT**
7551 County Road 141

THIS AGREEMENT is made and entered into this 4th day of December, 2018, by and between the CITY OF SALIDA, COLORADO, a municipal corporation (hereinafter "City"), and BRADLEY J. AND SANDRA L. LOVE as the owner of the real property described hereafter (hereinafter "Owner");

WITNESSETH:

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

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

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

WHEREAS, the City of Salida has entered into an intergovernmental agreement (IGA) with Chaffee County, adopted by Resolution 2010-10 on February 16, 2010, wherein the City cooperates with Chaffee County in the review of land use applications within the Municipal Services Area; and

WHEREAS, paragraph 4.4 of said IGA describes the process for review of land uses within the Municipal Planning Area that will not be immediately annexed including joint review, approval by the County and the development will be subject to some or all of the city development standards as agreed upon in the pre-annexation agreement; and

WHEREAS, the Chaffee County Board of Commissioners approved the 141 Annex (Love Family) Minor Subdivision, consisting of 1.35 acres and three lots on November 13, 2018; and

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

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

1. Services to be Provided. The City agrees to provide Owner with municipal water and sewer services to the Property for residential uses at in-City rates. City water and sewer services are adjacent to the Property and Owner agrees to extend and connect to City water and sewer at the then applicable in-City rates.

2. Costs. The City will provide said service subject to the rules, regulations, charges, fees, and ordinances of the City of Salida as are now in effect, or as they may hereafter be amended. All costs of extending services to the Property shall be borne by the Owner including, but not limited to, main and service line extensions within the right-of-way of County Road 141 for the length of the property, approximately 477 feet and terminate the sewer at a manhole and water with a fire hydrant per city standards. At or prior to the first delivery of municipal service pursuant to this Agreement, the Owner agrees to pay all system improvement fees at the then applicable in-City rate as provided in the Salida Municipal Code.

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

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

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

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

7. Payment of Fees. Owner agrees to pay at the time of building permit all applicable fees for the Property in the amounts set forth pursuant to the Salida Municipal Code, or as hereafter amended, namely the building plan review; water and sewer system development fees; and the Fair Contribution to School Sites per Section 16-6-140 of the Salida Municipal Code (SMC) which are currently \$354 per unit. Notes shall be affixed to the subdivision plat describing this requirement.

8. Inclusionary Housing. The applicant volunteers and agrees to deed restrict one residential living unit within the subdivision for occupancy by a household earning 80% or less of the Area Median Income (AMI), either as a rental or by ownership in conformance with Article XIII, of Chapter 16 of the SMC. This requirement may be met through one of the following means:

- a. Provide the deed restricted unit within the subdivision that is consistent and compatible in exterior design with the other non-restricted units in the subdivision; or
- b. Provide an in-lieu fee equal to the lessor of \$7,874 or \$3.94 per the total habitable square footage of each of the principal residences to be constructed

within the subdivision at the time of issuance of a building permit for such residences.

A note shall be affixed to the subdivision plat describing the inclusionary housing requirement.

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

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

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

12. Miscellaneous. The parties agree time is of the essence in the implementation of this Agreement. All of the terms and conditions of this Agreement shall bind the heirs, successors, assigns, or personal representatives of the parties hereto. This Agreement constitutes a covenant which runs with the real Property. This Agreement sets forth the entire understanding between the parties, and any previous agreements, promises, or understandings have been included in this Agreement.

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

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Item 10.

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6 of 8

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RESC R\$48.00 D\$0.00

Lori A Mitchell
Chaffee County Clerk

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



ATTEST:

Lynda Travis
City Clerk/Deputy City Clerk

CITY OF SALIDA, COLORADO

By

P.T. Wood
P.T. Wood, Mayor

OWNERS:

Bradley J. Love
Bradley J. Love

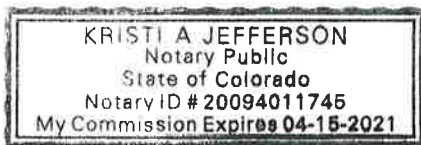
Sandra L. Love
Sandra L. Love

STATE OF Colorado)
COUNTY OF Chaffee) ss.

Acknowledged, subscribed, and sworn to before me this 21st day of December, 2018, by Bradley J. Love and Sandra L. Love.

WITNESS my hand and official seal.

My Commission expires: April 15, 2021



Kristi A. Jefferson
Notary Public

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Item 10.

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7 of 8 RESC R\$48.00 D\$0.00

Lori A Mitchell
Chaffee County Clerk

EXHIBIT A

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8 of 8

1/3/2019 8:05 AM
RESC R\$48.00 D\$0.00

Lori A Mitchell
Chaffee County Clerk

Item 10.

141 ANNEX MINOR SUBDIVISION

LOCATED IN THE
SE 1/4 SW 1/4 of SECTION 24, TOWNSHIP 20 NORTH, RANGE 9 EAST, N.M.P.M.
CHAFFEE COUNTY, COLORADO

LOT 17
ADAM WITKOS III

LOT 18
WARREN JOHNSON

LOT 19
BETTY FANNY

LOT 20
MCKNA KERR

LOT 21
LARRY WUDROCK

LOT 22
GUTHRIE ARNOLD

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MCKNA KERR

LOT 21
LARRY WUDROCK

LOT 22
GUTHRIE ARNOLD

8-48.00
Glen Van Nimwegan AICP
448 E 1st St. Ste #112, Salida, Co. 81201

CITY OF SALIDA
ATTN: GLEN VAN NIMWEGAN AICP
448 E 1ST STREET STE 112
SALIDA , CO 81201

Item 10.

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CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	March 1, 2022

ITEM

Resolution 2022-11: Approving the Findings of Fact of the 141 Annex Annexation.

BACKGROUND

The proposed actions for the 141 Annex Annexation are as follows:

Proposed Action	Planning Commission Recommendation	City Council First Reading	City Council Final Action
Annexation Ordinance 2022-02	12/14/2021	02/15/2022	03/01/2022
Findings of Fact Resolution 2022-11			03/01/2022
Annexation Agreement Resolution 2022-12			03/01/2022
Zoning Ordinance 2022-03	12/14/2021	02/15/2022	03/01/2022

State statutes require cities to approve findings that the proposed annexation has met the requirements of the State of Colorado. The proposed annexation consists of 2.06 acres including portions of County Road 141 located at 7543 C.R. 141, 7547 C.R. 141 and 7551 C.R. 141. The findings include:

- Notice in the paper for four consecutive weeks: the proposed annexation was published in the Mountain Mail on January 21, 2022, January 28, 2022, February 4, 2022, and February 11, 2022.
- Mail notice by registered mail to County Clerk, County Attorney, Salida School District, HRRMC Hospital District, Upper Arkansas Water Conservancy District, Salida Regional Library, Colorado Mountain College-Salida District and South Arkansas Fire Protection District. The letters were mailed on January 31, 2022.
- We held a public hearing on the annexation on March 1, 2022 and determined the area to be annexed complies with state statutes including:
 - That not less than one-sixth of the perimeter of the area is adjacent to Salida's boundary;
 - The property has not been divided since starting the annexation;
 - No other annexation proceedings including the property have been started by another municipality;
 - The annexation will not cause the property to be detached from the school district; and



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	March 1, 2022

- The annexation is not three miles beyond our municipality and there is a Three Mile Plan in place.

STAFF RECOMMENDATION

All of the findings have been met and staff recommends the Council adopt Resolution 2022-11

SUGGESTED MOTION

A council person should make the motion to “adopt Resolution 2022-11 approving the findings of facts for the 141 Annex Annexation.”

Attachment:

Resolution 2022-11

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 11
SERIES OF 2022**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,
MAKING FINDINGS OF FACT, DETERMINATIONS, AND CONCLUSIONS CONCERNING
THE 141 ANNEX ANNEXATION.**

WHEREAS, on October 20, 2021, representatives of 141 Annex Annexation (the “Owners”), filed a General Development Application (the “Petition”) to commence proceedings to annex to the City of Salida (the “City”) a certain unincorporated tract of land comprised of 2.06 acres located at 7543 C.R. 141, 7547 C.R. 141 and 7551 C.R. 141 and portions of County Road 141, Salida, in the County of Chaffee, State of Colorado, and being more particularly described on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, the City Council by Resolution 02, Series of 2022, found that the Petition is in substantial compliance with § 31-12-107(1) of the Colorado Revised Statutes; and

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

WHEREAS, the City Council has completed a public hearing on March 1, 2022 to determine if the proposed annexation complies with Article II, Section 30 of the Colorado Constitution and Sections 31-12-104 and 105, Colorado Revised Statutes, to establish eligibility for annexation.

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

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

BE IT FURTHER RESOLVED:

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

BE IT FURTHER RESOLVED:

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

RESOLVED, APPROVED AND ADOPTED this 1st day of March, 2022.

CITY OF SALIDA, COLORADO

Dan Shore, Mayor

[SEAL]
ATTEST:

City Clerk/Deputy City Clerk

EXHIBIT A

The territory comprising 2.06 acres, more or less, (inclusive of public right-of-way), and being described as follows:

Lots 1, 2 and 3, 141 Annex Minor Subdivision located in the SE1/4 SW1/4 of Section 31, Township 50 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado, together with a portion of Chaffee County Road 141 lying adjacent to said lots, all being more particularly described as follows,

Beginning at the southwest corner of Lot 1 of 141 Annex Minor Subdivision per plat filed under Reception no. 447958, Chaffee County, Colorado;

Thence north 01°12'40" East 124.48 feet to the Northwest corner of said lot 1;

Thence south 88°47'30" East along the North boundaries of Lots 1, 2 and 3 of said 141 Annex Minor Subdivision, 414.86 feet to the Northeast corner of said Lot 1;

Thence continuing North 01°12'40" East 57.0 feet to a point on the South boundary of Lot 7, Block 2, Shavano Vista Subdivision, being a point on the Northerly boundary of Chaffee County Road No. 141; Thence South 88°47'30" East along said Northerly County Road boundary, 452.43 feet, more or less, to the present City of Salida corporation line as described in City of Salida Ordinance Number 1978-1 recorded January 27, 1978 in Book 414 at Pages 432 and 433 of the Chaffee County records;

Thence South 00°55'39" West along said present corporation line, 396.51 feet to a point on the Upchurch Annexation Boundary (Reception 472071), from whence a 5/8" rebar with a 1 1/2" aluminum cap stamped LS 16117 at the Southwest corner of Lot 4-A of the boundary line adjustment and replat of a portion of Cochetopa Estates per plat recorded at reception No. 309631 of said county records bears South 78°49'01" E 21.92 feet;

Thence North 78°49'01" West along said Upchurch Annexation Boundary, 37.54 feet to the Southeast corner of the tract of land described at Reception No. 389150 of said County records;

Thence North 01°09'12" East along the East boundary of said tract, 208.52 feet to a 5/8" rebar with a 1" aluminum cap stamped 1779 marking the Northeast corner thereof;

Thence North 88°47'30" West 1.95 feet to a 5/8" rebar with a 1 1/2" aluminum cap stamped 16117 at the SE corner of Lot 3 of said 141 Annex Subdivision;

Thence continuing North 88°47'30" West along the South boundary of said 141 Annex Subdivision, 415.26 feet to the point of beginning.

Also known by the following addresses:

7543 County Road 141, Salida, CO 81201

And assessor's schedule or parcel number: 368131300073

7547 County Road 141, Salida, CO 81201

And assessor's schedule or parcel number: 368131300072

7551 County Road 141, Salida, CO 81201

And assessor's schedule or parcel number: 368131300071



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	March 1, 2022

ITEM

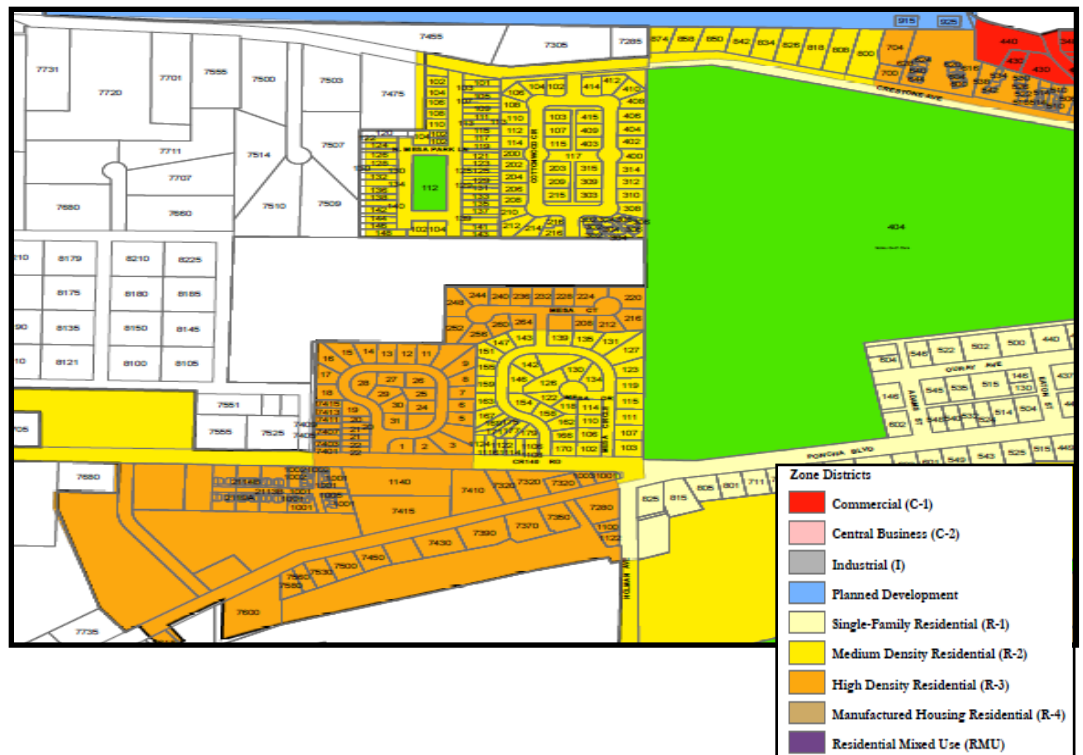
Ordinance 2022-03: Second reading and public hearing for the proposed zoning of Medium Density Residential (R-2) for the 141 Annex Annexation.

BACKGROUND

The applicants submitted an application to zone the 141 Annex site located at 7543 C.R. 141, 7547 C.R. 141 and 7551 C.R. 141 as Medium Density Residential (R-2). The request was heard by the Planning Commission on December 14, 2021 and the Commission recommended approval of the request.

The applicants, Jeff Kriebel, Thomas Clegg and Wendell Winger submitted the complete application to annex and zone their properties on October 21, 2021.

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





CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	March 1, 2022

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

1. Consistent with Comprehensive Plan. The proposed amendment shall be consistent with the Comprehensive Plan.
 - The Comprehensive Plan includes the goals that new projects should complement the neighborhood's mass and scale; be focused within the Municipal Services Area (MSA) and be developed at maximum densities to make the best use of available infrastructure.
 - The zoning of R-2 would be consistent with the zoning found in the adjacent Upchurch Annexation and would continue the regular pattern of zone district application.
2. Consistency with Purpose of Zone District. The proposed amendment shall be consistent with the purpose of the zone district to which the property is to be designated.
 - Per the land use code, the purpose of the Medium-Density Residential (R-2) zone district is: "to provide for residential neighborhoods comprised 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, allowing for slightly greater overall densities."
 - The parcels being annexed are developed with single-family residences on each lot. Staff supports the request to zone the subject property as Medium-Density Residential (R-2).
3. Compatibility with Surrounding Zone Districts and Uses. The development permitted by the proposed amendment shall be compatible with surrounding zone districts, land uses and neighborhood character.
 - The zoning classification of Medium Density (R-2) is consistent and compatible with the zoning of the adjoining Upchurch property which is also at the edge of the MSA.
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.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	March 1, 2022

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

PLANNING COMMISSION RECOMMENDATION

A public hearing with the Planning Commission was held December 14, 2021 and the Commission recommended Council approve the proposed zoning of the site as Medium-Density Residential (R-2).

STAFF RECOMMENDATION

Staff recommends approval of the proposed zoning of the 141 Annex Annexation site as Medium Density Residential (R-2).

SUGGESTED MOTION

A council person should make the motion to “approve Ordinance 2022-03 on second reading.”

Attachment: Ordinance 2022-03
Application materials

**CITY OF SALIDA, COLORADO
ORDINANCE NO. 03
SERIES OF 2022**

**AN ORDINANCE OF THE CITY OF SALIDA, COLORADO, ZONING CERTAIN REAL
PROPERTY KNOWN AS THE 141 ANNEX ANNEXATION AS MEDIUM DENSITY
RESIDENTIAL (R-2) ZONE DISTRICT**

WHEREAS, on October 20, 2021, representatives of 141 Annex Annexation (the “Owners”), filed a General Development Application (the “Petition”) to commence proceedings to annex to the City of Salida (the “City”) a certain unincorporated tract of land comprised of 2.06 acres (inclusive of public right-of-way) located at 7543 C.R. 141, 7547 C.R. 141 and 7551 C.R. 141, Salida, in the County of Chaffee, State of Colorado, and being more particularly described on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, by Ordinance No., Series of 2022 the City of Salida annexed the 141 Annex Annexation to the City; and; and

WHEREAS, Petitioner has filed an application to zone the Property within the Medium Density Residential (R-2) zone district, and on December 14, 2021 the City of Salida Planning Commission considered the zoning application for the Property and recommended that the City Council zone it as Medium Density Residential (R-2); and

WHEREAS, as required by the Salida Municipal Code, the public hearing on the zoning application for the 141 Annex Annexation was held on March 1, 2022 at a regularly scheduled meeting of the Salida City Council.

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

1. The aforementioned recitals are hereby fully incorporated herein.
2. The Property described on Exhibit A is hereby zoned Medium 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 February 15, 2022, ADOPTED and set for second reading and public hearing on the 1st day of March, 2022.

CITY OF SALIDA, COLORADO

Dan Shore, Mayor

[SEAL]

ATTEST:

City Clerk/Deputy Clerk

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

City Clerk/Deputy City Clerk

EXHIBIT A

The territory comprising 2.06 acres, more or less, (inclusive of public right-of-way), and being described as follows:

Lots 1, 2 and 3, 141 Annex Minor Subdivision located in the SE1/4 SW1/4 of Section 31, Township 50 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado, together with a portion of Chaffee County Road 141 lying adjacent to said lots, all being more particularly described as follows,

Beginning at the southwest corner of Lot 1 of 141 Annex Minor Subdivision per plat filed under Reception no. 447958, Chaffee County, Colorado;

Thence north 01°12'40" East 124.48 feet to the Northwest corner of said lot 1;

Thence continuing North 01°12'40" East 57.0 feet to a point on the South boundary of Lot 7, Block 2, Shavano Vista Subdivision, being a point on the Northerly boundary of Chaffee County Road No. 141;

Thence South 88°47'30" East along said Northerly County Road boundary, 452.43 feet, more or less, to the present City of Salida corporation line as described in City of Salida Ordinance Number 1978-1 recorded January 27, 1978 in Book 414 at Pages 432 and 433 of the Chaffee County records;

Thence South 00°55'39" West along said present corporation line, 396.51 feet to a point on the Upchurch Annexation Boundary (Reception 472071), from whence a 5/8" rebar with a 1 1/2" aluminum cap stamped LS 16117 at the Southwest corner of Lot 4-A of the boundary line adjustment and replat of a portion of Cochetopa Estates per plat recorded at reception No. 309631 of said county records bears South 78°49'01" E 21.92 feet;

Thence North 78°49'01" West along said Upchurch Annexation Boundary, 37.54 feet to the Southeast corner of the tract of land described at Reception No. 389150 of said County records;

Thence North 01°09'12" East along the East boundary of said tract, 208.52 feet to a 5/8" rebar with a 1" aluminum cap stamped 1776 marking the Northeast corner thereof;

Thence North 88°47'30" West 1.95 feet to a 5/8" rebar with a 1 1/2" aluminum cap stamped 16117 at the SE corner of Lot 3 of said 141 Annex Subdivision;

Thence continuing North 88°47'30" West along the South boundary of said 141 Annex Subdivision, 415.26 feet to the point of beginning.

Also known by the following addresses:

7543 County Road 141, Salida, CO 81201

And assessor's schedule or parcel number: 368131300073

7547 County Road 141, Salida, CO 81201

And assessor's schedule or parcel number: 368131300072

7551 County Road 141, Salida, CO 81201

And assessor's schedule or parcel number: 368131300071



GENERAL DEVELOPMENT APPLICATION

Item 12.

448 East First Street, Suite 112

Salida, CO 81201

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

Email: planning@cityofsalida.com

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

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

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

A. Applicant Information

Name of Applicant: Wendell Winger / Dan Clegg / Jeff Kriebel

Mailing Address: See Annexation Petition

Telephone Number: _____ FAX: _____

Email Address: See Annexation Petition

Power of Attorney/ Authorized Representative: NA
(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: Winger / Clegg / Kriebel Annexation
7551 CTY RD 141 7547 CTY RD 141 7543 CTY RD 141

Street Address: SALIDA, CO 81201

Legal Description: Lot See Annexation Pet Block _____ Subdivision _____ (attach description)

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

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

Signature of applicant/agent: Wendell Winger Date: SEP 20, 2021

Signature of property owner: Thomas Daniel Clegg Date: 9-20-2021

General Development Application Form



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

Item 12.

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
4. Staff Review. Staff report or decision forwarded to the applicant (Administrative review)
5. Public Notice
6. Public Hearing with Planning Commission (Limited Impact and Major Impact Review Applications)
7. Public Notice
8. Hearing Conducted by City Council (Major Impact Review)

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

☐ 1. A General Development Agreement completed.

☐ 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; *(See Attached)*

☐ 4. Special Fee and Cost Reimbursement Agreement completed.

☐ 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 notarized affidavits for proof of posting the public notice.

☐ 6. Applications for Limited Impact Review must submit six (6) copies of application materials and applications for Major Impact Review must submit twelve (12) copies of application materials.

☐ 7. 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).

☐ 8. Any request for zoning action, including review criteria for a requested conditional use (Sec. 16-4-19) zoning variance (Sec. 16-4-180); Item 12.

☐ 9. Any subdivision request including a plat meeting the requirements of Section 16-6-110;

☐ 10. 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 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 drainage ways 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;

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

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.

Each lot has single family
homes compatible with the R2
zone district.

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.

Existing uses do not create
nuisances.

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.

See City of Solida, Colorado
Resolution No. 52 (Series 2018). City of
Solida water & sewer lines are installed
in the right-of-way in front of
the three subject properties.

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 adverse environmental impacts with the existing uses.

Item 3. "Limited Impact & Major Impact Submittal Requirements"

This petition meets the requirement of the Pre-Annexation Agreement --CITY OF SALIDA, COLORADO, RESOLUTION NO. 52 (Series of 2018). Comporting with the city's review standards is discussed in the Pre-Annexation Agreement. City water and sewer facilities are installed in the right of way on Count Road 141 in front of the property proposed for annexation. The petitioner proposed that the annexation be zoned R-2 in accordance with the city's comprehensive plan and consistent with the existing development of surrounding properties.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	March 1, 2022

ITEM

Resolution No. 2022-12 – A Resolution of the City Council of the City of Salida, Colorado, Approving an Annexation Agreement with Jeff and Stacia Kriebel, Thomas and Laura Clegg, and Wendell Winger for the Annexation of Certain Real Property into the City.

BACKGROUND

The applicants Jeff Kriebel, Thomas Clegg and Wendell Winger made an application to annex their properties located at 7543 C.R. 141, 7547 C.R. 141 and 7551 C.R. 141, respectively.

The request was heard by the Planning Commission on December 14, 2021 and the Commission recommended the site be annexed.

At the December 14, 2021 Planning Commission hearing for the proposed annexation, staff suggested the annexation agreement would include the following conditions:



1. New residential dwelling units constructed on the Property and/or current Lots 1, 2 or 3 shall meet the inclusionary housing requirements of Article XIII of Chapter 16 of the Salida Municipal Code. The applicants volunteer and agrees to provide an in-lieu fee at the rate in effect at the time of building permit application of any new residential dwelling units on any of the lots within the 141 Annex Annexation and on the Property.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	March 1, 2022

2. Annexor agrees that any new residential dwelling units constructed on the Property and/or current Lots 1, 2 or 3 shall meet the requirements of Land Use Code Sec. 16-6-140, Fair Contributions to Public School Sites, at the time of building permit submittal.

Section 5.4 of the Agreement includes the two recommended conditions.

STAFF RECOMMENDATION

Staff recommends approval of the annexation agreement for the 141 Annex Annexation.

SUGGESTED MOTION

A council person should make the motion to “approve Resolution 2022-12 approving the 141 Annex Annexation agreement.”

Attachments:

Resolution 2022-12
141 Annex Annexation Agreement

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 12
(Series of 2022)**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING AN ANNEXATION AGREEMENT WITH JEFF AND STACIA KRIEBEL, THOMAS AND LAURA CLEGG, AND WENDELL WINGER FOR THE ANNEXATION OF CERTAIN REAL PROPERTY INTO THE CITY.

WHEREAS, Jeff and Stacia Kriebel, Thomas and Laura Clegg, and Wendell Winger are the “Owners” of certain real property located at 7543 C.R. 141, 7547 C.R. 141 and 7551 C.R. 141, respectively, in unincorporated Chaffee County, Colorado (the “Property”); and

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

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

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

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

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

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

RESOLVED, APPROVED AND ADOPTED this 1st day of March, 2022.

CITY OF SALIDA, COLORADO

Dan Shore, Mayor

[SEAL]

ATTEST:

City Clerk/Deputy City Clerk

141 ANNEX ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2022, by and between the CITY OF SALIDA, COLORADO, a Colorado statutory city (“City”), and Jeff and Stacia Kriebel, Thomas and Laura Clegg, and Wendell Winger (collectively the “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 “141 Annex 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 1.358 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 October 21, 2021, 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 December 14, 2021, 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 March 1, 2022 the City Council adopted Ordinance No. 2022-02 annexing the Property to the City; and Ordinance No. 2022-03, 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 October 21, 2021.
- 2.4 “Annexor” means Jeff and Stacia Kriebel, Thomas and Laura Clegg, and Wendell Winger, and any and all successor(s), assigns and agent(s) and subsequent owners of the Property.
- 2.5 “City” means the City of Salida, a Colorado statutory City.
- 2.6 “City Code” means the City of Salida Municipal Code (SMC).
- 2.7 “City Council” means the City Council of the City of Salida, Colorado.
- 2.8 “Effective Date” means the date on which City Council adopted a resolution approving the execution of this Agreement. On the Effective Date, this Agreement will become binding upon and enforceable by the City and the Annexor.
- 2.9 “Final Annexation Approval” means that all of the following have occurred:
 - 2.9.1 City Council has adopted a resolution approving the execution of this agreement;
 - 2.9.2 The effective date of Ordinance No. 2022-02, annexing the Property to the City, has occurred; and
 - 2.9.3 The effective date of Ordinance No. 2022-03, zoning the Property as Medium Density Residential (R-2) has occurred.
- 2.10 “Property” means the land that is described as the 141 Annex Annexation in the Annexation Petition and that is legally described in attached **Exhibit A**.

- 2.11 “Reimbursable Costs and Fees” means all fees and costs incurred by the City in connection with the City’s processing and review of the proposed annexation, including without limitation processing and review of the Annexation Petition, zoning applications, and development proposals; and the City’s drafting, review, and execution of this Agreement.

Section 3 – Purpose of Agreement and Binding Effect

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

Section 4 – Annexation of Property

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

Section 5 – Terms and Conditions for Annexation of Property

- 5.1 All terms and conditions imposed by this Agreement are in addition to and not in place of any and all requirements of the City Code, the Annexation Act, and all other applicable laws and regulations.
- 5.2 Annexation of the Property to the City will not be effective until both of the following conditions have been met:
- 5.2.1 The Annexor and the City have mutually executed and delivered this Agreement; and
- 5.2.2 Final Annexation Approval has occurred.
- 5.3 Zoning of Property.
- 5.3.1 On December 14, 2021, the Salida Planning Commission recommended zoning the Property as Medium Density Residential (R-2).

5.3.2 At its March 1, 2022 meeting, the City Council approved Ordinance 2022-03 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.

5.4.1 Lot 1 was developed in 1995; Lots 2 and 3 have recently been developed with a single-family residence on each lot.

5.4.2 New residential dwelling units constructed on the Property and/or current Lots 1, 2 or 3 shall meet the inclusionary housing requirements of Article XIII of Chapter 16 of the Salida Municipal Code. The applicants volunteer and agrees to provide an in-lieu fee at the rate in effect at the time of building permit application of any new residential dwelling units on any of the lots within the 141 Annex Annexation and on the Property.

5.4.3 Annexor agrees that any new residential dwelling units constructed on the Property and/or current Lots 1, 2 or 3 shall meet the requirements of Land Use Code Sec. 16-6-140, Fair Contributions to Public School Sites, at the time of building permit submittal.

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

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

5.5.2 Fire Protection Services. The City shall provide fire protection services to the Property upon the same basis as such services are provided to other properties within the City.

5.5.3 Police Services. The City shall provide police services to the Property upon the same basis as such services are provided to other property within the City.

5.5.4 Electric, Natural Gas, Telephone, Cable TV, and Other Utility Services. The City does

not provide electric, natural gas, telephone, or cable TV facilities or services. Such services are available within the City from private entities. The extension of such services to the Property is not the obligation or responsibility of the City.

- 5.5.5 Streets and Roads. Within its municipal boundaries, the City shall maintain any duly dedicated and accepted public streets and roads that serve the Property, both on- and off-site, upon the same basis as such services are provided to other properties within the City.
- 5.6 Fees. The Annexor shall pay to the City the fees described below at the time set forth below:
- 5.6.1 Annexor's Reimbursement of Processing Fees. The Annexor shall reimburse the City for all fees and actual costs incurred by the City in connection with the City's processing and review of the proposed annexation, including without limitation processing and review of the Annexation Petition, zoning applications, and development proposals, and the City's drafting, review, and execution of this Agreement ("Reimbursable Costs and Fees"). The Reimbursable Costs and Fees include but are not limited to the City's costs incurred for engineering, surveying, and legal services, including the services of outside City consultants and/or counsel; recording fees; printing and publication costs; and any and all other reasonable costs incurred by the City. Interest will be imposed at rate of 1.5% per month on all balances not paid to the City within thirty (30) days of the effective date of the City's invoicing of the Annexor for the Reimbursable Costs and Fees, with that effective date determined in accordance with Section 9.8 below. In addition to any and all remedies available to the City and in the event the City is forced to pursue collection of any amounts due and unpaid under this provision or under this Agreement, the City shall be entitled to collect attorney's fees and costs incurred in said collection efforts in addition to the amount due and unpaid.
- 5.6.2 Payment of Currently Existing Fees as a Condition of Annexation. The Annexor shall pay to the City any fees required to be paid under this Agreement or the currently existing City Code, regardless of whether the relevant provisions of the City Code are later amended, repealed, or declared to be invalid. Payment of such fees pursuant to this Agreement is agreed to by and between the Parties as a condition of the annexation, and as a pre-condition to any development review. The Annexor further agrees not to contest any ordinance imposing such fees as they pertain to the Property.

Section 6 – Zoning

- 6.1 The Annexor requests and consents to 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
 Attn: City Administrator and City Attorney
 448 East First Street
 Salida, CO 81201

Notice to the Annexors: Jeff and Stacia Kriebel
 7543 County Road 141
 Salida, CO 81201

 Thomas and Laura Clegg
 8896 County Road 150
 Salida, CO 81201

 Wendell Winger
 7551 County Road 141
 Salida, CO 81201

- 9.9 Terms and Conditions as Consideration for Annexation. The Annexor acknowledges that the City's decision to annex the Property is at the City's sole discretion. In consideration for the City's agreement to annex, the Annexor agrees to be bound by all of the terms and conditions of such annexation contained herein, and further acknowledges that such terms and conditions are requisite to the City's decision to annex the Property. The Annexor further agrees and acknowledges that its decision to proceed with annexation is a voluntary act of the Annexor,

and that the Annexor has the sole and absolute discretion to withdraw its petition for annexation in lieu of such voluntary act.

- 9.10 Applicable Laws, Ordinances, and Regulations. The Annexor understands and agrees that the Property, upon annexation, and all subsequent development of the Property, will be subject to and bound by the applicable provisions of laws, ordinances, resolutions, regulations, and policies of the City or the State as they exist at the time of annexation and as they may from time to time be amended or adopted. Nothing in this Agreement constitutes or is to be construed as constituting a repeal of existing ordinances or regulations, or as a waiver or abnegation of the City's legislative, governmental, or police powers to protect the health, safety, and general welfare of the City and its inhabitants.
- 9.11 Termination. In the event that the annexation of the Property is for any reason not completed, this Agreement will terminate and become null and void and of no force and effect. In such an event, the Annexor shall pay all Reimbursable Costs and Expenses incurred by the City to the time of termination. Otherwise, unless and until the Property is disconnected from the City in accordance with Colorado law, including without limitation sections 31-12-601 through -605, the term of this Agreement is perpetual.
- 9.12 Severability. The terms of this Agreement are severable. If a court of competent jurisdiction finds any provision hereof to be invalid or unenforceable, the remaining terms and conditions of the Agreement will remain in full force and effect.
- 9.13 Recording. The Annexor shall record this Agreement with the Clerk and Recorder of Chaffee County, Colorado.
- 9.14 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, confers or is intended to confer any rights or remedies whatsoever upon any person or entity other than the City, the Annexor, and the Annexor's successor(s).

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

CITY OF SALIDA, COLORADO

By _____
Dan Shore, Mayor

ATTEST:

City Clerk/Deputy City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

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

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

Notary Public

By _____
Jeff Kriebel

Stacia Kriebel

STATE OF COLORADO)
) ss.
COUNTY OF)

Acknowledged, subscribed, and sworn to before me this _____ day of _____ 2022
by Jeff Kriebel and Stacia Kriebel as owners of 7543 County Road 141, Salida, CO 81201.

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

Notary Public

By

Thomas Clegg

Laura Clegg

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

Acknowledged, subscribed, and sworn to before me this _____ day of _____ 2022
by Thomas Clegg and Laura Clegg as owners of 7547 County Road 141, Salida, CO 81201.

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

Notary Public

By _____
Wendell Winger

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

Acknowledged, subscribed, and sworn to before me this _____ day of _____ 2022 by
Wendell Winger as owner of 7551 County Road 141, Salida, CO 81201.

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

Notary Public

EXHIBIT A

The territory comprising 2.06 acres, more or less, (inclusive of public right-of-way), and being described as follows:

Lots 1, 2 and 3, 141 Annex Minor Subdivision located in the SE1/4 SW1/4 of Section 31, Township 50 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado, together with a portion of Chaffee County Road 141 lying adjacent to said lots, all being more particularly described as follows,

Beginning at the southwest corner of Lot 1 of 141 Annex Minor Subdivision per plat filed under Reception no. 447958, Chaffee County, Colorado;

Thence north 01°12'40" East 124.48 feet to the Northwest corner of said lot 1;

Thence south 88°47'30" East along the North boundaries of Lots 1, 2 and 3 of said 141 Annex Minor Subdivision, 414.86 feet to the Northeast corner of said Lot 1;

Thence continuing North 01°12'40" East 57.0 feet to a point on the South boundary of Lot 7, Block 2, Shavano Vista Subdivision, being a point on the Northerly boundary of Chaffee County Road No. 141;

Thence South 88°47'30" East along said Northerly County Road boundary, 452.43 feet, more or less, to the present City of Salida corporation line as described in City of Salida Ordinance Number 1978-1 recorded January 27, 1978 in Book 414 at Pages 432 and 433 of the Chaffee County records;

Thence South 00°55'39" West along said present corporation line, 396.51 feet to a point on the Upchurch Annexation Boundary (Reception 472071), from whence a 5/8" rebar with a 1 1/2" aluminum cap stamped LS 16117 at the Southwest corner of Lot 4-A of the boundary line adjustment and replat of a portion of Cochetopa Estates per plat recorded at reception No. 309631 of said county records bears South 78°49'01" E 21.92 feet;

Thence North 78°49'01" West along said Upchurch Annexation Boundary, 37.54 feet to the Southeast corner of the tract of land described at Reception No. 389150 of said County records;

Thence North 01°09'12" East along the East boundary of said tract, 208.52 feet to a 5/8" rebar with a 1" aluminum cap stamped 1779 marking the Northeast corner thereof;

Thence North 88°47'30" West 1.95 feet to a 5/8" rebar with a 1 1/2" aluminum cap stamped 16117 at the SE corner of Lot 3 of said 141 Annex Subdivision;

Thence continuing North 88°47'30" West along the South boundary of said 141 Annex Subdivision, 415.26 feet to the point of beginning.

Also known by the following addresses:

7543 County Road 141, Salida, CO 81201

And assessor's schedule or parcel number: 368131300073

7547 County Road 141, Salida, CO 81201

And assessor's schedule or parcel number: 368131300072

7551 County Road 141, Salida, CO 81201

And assessor's schedule or parcel number: 368131300071



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
City Attorney	Nina P. Williams - City Attorney	March 1, 2022

ITEM

Ordinance No. 2022-04, Concerning Boards and Commissions, Clarifying the Appointment Procedure for Members of Boards and Commissions, Updating Certain Provisions to Conform with Current Practice, and Repealing Obsolete Provisions.

BACKGROUND

Boards, commissions, and the residents who comprise them provide essential support to City Council by recommending policies and administering various programs and powers, as directed by local ordinances. Salida has seven operational boards, each of which focuses on a different subject matter area and possesses a varying degree of advisory or decision-making authority.

In recent months, questions about the operation of these boards and commissions and the Salida Municipal Code (the "Code") provisions governing the same have been raised. For one, the Code's direction regarding the procedure City Council must follow to appoint or re-appoint members of boards and commissions is unclear. Separately, it was discovered that the accepted practices and procedures of certain boards and commissions do not conform with the ordinance establishing the same. Additionally, the provisions codifying the SteamPlant Commission, which has been formally disbanded and no longer meets, remain on the books in the Code.

In light of the foregoing concerns, staff prepared Ordinance No. 2022-04 to accomplish the following:

- Clarify that City Council must appoint or re-appoint all board and commission members (and alternates) upon the expiration of the member's term of office;
- Provide that the History Preservation Commission meets at least once quarterly (or more, if necessary), as opposed to once per month;
- Repeal all provisions relating to the SteamPlant Commission;
- To conform with current practice, clarify that the Parks, Recreation, Open Space, and Trails Advisory Board is composed of seven members, as opposed to five members with two alternates.
- To conform with the preference that there be five members of the Historic Preservation Commission, and no alternates.
 - Note that the alternate member appointed to the HPC on February 15, 2022 will serve their 3 year term, pursuant to the Code effective at the time of appointment. Upon the expiration of this 3 year term, or if the alternate member vacates their position before said expiration, there will be no more alternate members appointed to the HPC.
- To conform with current practice, specify the following powers and duties of the Public Art Commission:
 - Approve, approve with conditions, or deny public art projects, with any appeal of the same to be heard and decided by City Council;
 - Provide recommendations to City Council on various public art projects;
 - Manage and oversee public art projects approved by City Council in accordance with the City's adopted Public Art Policy;
 - Assist City Council in evaluating funding sources; and



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
City Attorney	Nina P. Williams - City Attorney	March 1, 2022

- Serve as a link between City Council, staff, and the community with respect to public art projects.

FISCAL NOTE

There is no fiscal impact associated with Ordinance No. 2022-04.

STAFF RECOMMENDATION

Staff recommends approval of Ordinance No. 2022-04.

SUGGESTED MOTION

A City Councilmember should state, "I move to approve Ordinance 2022-04 on second reading" followed by a second and a roll call vote.

CITY OF SALIDA, COLORADO
ORDINANCE NO. 04
(Series of 2022)

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO AMENDING CHAPTER 2 OF THE SALIDA MUNICIPAL CODE, CONCERNING BOARDS AND COMMISSIONS, TO CLARIFY THE APPOINTMENT PROCEDURE FOR MEMBERS OF BOARDS AND COMMISSIONS, TO UPDATE CERTAIN PROVISIONS TO CONFORM WITH CURRENT PRACTICE, AND TO REPEAL OBSOLETE PROVISIONS

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

WHEREAS, pursuant to C.R.S. § 31-15-101, *et seq.* the City, by and through its City Council, possesses the authority to establish boards and commissions and to appoint members to the same in order to effectively administer various programs, operations, and powers;

WHEREAS, under such authority, the City Council has created various boards and commissions and has adopted regulations related to the appointment of members to the same, codified within Chapter 2, Article VII of the Salida Municipal Code (the “Code”);

WHEREAS, current provisions related to the procedure City Council must follow to appoint members of boards and commissions are unclear;

WHEREAS, upon review, it was discovered that the accepted and preferred practices and procedures of certain boards and commissions do not conform with the ordinance establishing the same;

WHEREAS, the SteamPlant Commission, a commission created to oversee the development and operation of the SteamPlant Event Center, was formally disbanded and no longer meets but the provisions creating the SteamPlant Commission remain codified; and

WHEREAS, the City Council finds it desirable and appropriate, and in the best interest of the general health, safety, and welfare of its residents to amend Chapter 2 of the Code to clarify the appointment procedure for members of boards and commissions, to update provisions to conform with the accepted practices of certain boards and commissions, and to repeal obsolete provisions related to the SteamPlant Commission.

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

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

Section 2. Section 2-7-10 of the Code, concerning the appointment of board and commission members, is hereby amended to read as follows:

Sec. 2-7-10. - Appointment of board and commission members.

All board and commission members and alternates shall be appointed by a majority of the City Council. Upon the expiration of the term of office of a member or alternate, the City Council shall either appoint a successor to the position or reappoint the member or alternate. Except as may be otherwise expressly provided herein, all board and commission members and alternates shall be residents of the City, ~~appointed by a majority of the City Council.~~

Section 3. Section 2-11-20(f) of the Code, concerning membership, organization, terms of the Historic Preservation Commission, is hereby amended to read as follows:

Sec. 2-11-20. – Membership, organization, terms.

(a) The Historic Preservation Commission shall consist of five (5) regular members ~~and two (2) alternate members~~ who shall be appointed by the Mayor, ~~the appointment of whom shall be confirmed by a majority of the City Council.~~ The members shall serve staggered three-year terms. Members must be residents and qualified electors of the County. A member may continue to serve on the Historic Preservation Commission until his or her successor is appointed and assumes office, and a member may be reappointed to serve successive terms without limitation.

~~(b) Upon establishment of the Historic Preservation Commission as herein provided, three (3) members shall serve an initial term of three (3) years and two (2) members shall serve an initial term of two (2) years and two (2) alternates shall serve a term of three (3) years.~~

~~(c) Alternate members to the Historic Preservation Commission may attend any Historic Preservation Commission meeting and shall have the right to participate in any matter before the Historic Preservation Commission, but shall not have the right to vote except as otherwise provided herein. An alternate member of the Historic Preservation Commission may be designated to vote on any matter before the Historic Preservation Commission in which such alternate member has participated. Such designation to be made by the Chairperson of the Historic Preservation Commission. Such designation of an alternate member to vote may occur only on the absence or other nonparticipation by a regular member of the Historic Preservation Commission. Such designation of an alternate member to vote shall be made on a case-by-case basis and shall not continue beyond those cases for which the designation has been made.~~

~~(d)~~ **(b)** The City Council shall endeavor to maintain a balance of interests and skills on the Historic Preservation Commission and shall strive to appoint persons with experience, training and/or knowledge in architecture, architectural history, historic preservation, the State and/or local history, landscape architecture, archeology, land use planning, design or engineering, or experience in the building trades. Not less than two (2) members shall be experienced and/or possess expertise in one (1) or more of the fields listed above.

~~(e)~~ **(c)** Not less than three (3) members must be present at a regular or special meeting to transact business, and all questions coming before the Historic Preservation.

~~(f)~~ **(d)** The Historic Preservation Commission shall ~~regularly schedule one (1) meeting per month~~ **meet at least quarterly and at other times deemed necessary** and shall adopt such rules of procedure as it deems necessary to conduct business. The Historic Preservation Commission shall also elect a Chairperson and Vice Chairperson from among its members by majority vote. Each member so elected shall serve a term of one (1) year per Section 2-7-60 of this Code.

Section 4. Chapter 2, Article XIII of the Code, concerning the SteamPlant Commission, is hereby repealed in its entirety.

Section 5. Section 2-14-20(a) of the Code, concerning membership and organization of the Parks, Recreation, Open Space and Trails Advisory Board, is hereby amended to read as follows:

Sec. 2-14-20(a). – Membership, organization, terms.

- (a) The Parks, Recreation, Open Space and Trails Advisory Board shall consist of seven (7) members, ~~including five (5) at large members appointed by the City Council, the Parks and Recreation Director, and the Public Works Director, and two (2) alternates appointed by the City Council.~~

...

Section 6. Chapter 2, Article XVI of the Code, concerning the Public Art Commission, is hereby amended to read as follows:

Sec. 2-16-20. - Purpose.

The Public Art ~~Task Force~~ **Commission** is created to provide recommendations on public art to the City Council ~~of the City of Salida.~~

Sec. 2-16-40. - Powers and duties.

- ~~(a) The Public Art Commission shall be created to oversee public art projects and make recommendations to the City Council.~~ **have the following powers and duties:**

- (a) To approve, approve with conditions, or deny public art projects, with any appeal of the same to be heard and decided by the City Council;**
- (b) To provide recommendations to the City Council on the installation of public art projects in public spaces, public rights-of-way, and any other property owned or controlled by the City, including recommendations on the ongoing maintenance and safety of public art projects;**
- (c) To provide recommendations to the City Council on the installation of public art projects in conjunction with any land use or development decision to be authorized by the City;**
- (d) To review and make recommendations to the City Council on any artist-initiated public art project proposals;**

(e) To oversee and manage public art projects approved by the City Council in accordance with the City's adopted Public Art Policy;

(f) To assist the City Council in evaluating funding sources for public art projects; and

(g) To serve as a link between the City Council, City staff, and the community with respect to public art projects.

Section 7. *Severability.* The provisions of this ordinance are severable and the invalidity of any section, phrase, clause, or portion of the ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the ordinance.

INTRODUCED ON FIRST READING on this 15th day of February, 2022, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation by the City Council on this 15th day of February, 2022, and set for second reading and public hearing on the 1st day of March, 2022.

INTRODUCED ON SECOND READING FINALLY ADOPTED and ORDERED PUBLISHED BY TITLE ONLY, by the City Council on this 1st day of March, 2022.

City of Salida

Mayor Dan Shore

ATTEST:

City Clerk/Deputy City Clerk



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Miriam Luna Gonzalez - Management Fellow	March 1, 2022

ITEM

Resolution 2022-10, to appropriate funding to the Chaffee Housing Authority to fund incentive payments for the Open Doors program

BACKGROUND

Like many other Colorado mountain towns, the City of Salida has been experiencing a substantial workforce housing shortage. Given the existing numerous short-term rental (STR) units, the city aims to increase the number of long-term workforce units through the Open Doors program.

The City of Salida will partner with the Chaffee Housing Authority (CHA) in initiating the Open Doors program. The program will offer incentives to owners of short-term rental (STR) units, vacation homes, and other “vacant” units that are interested in converting into a long-term workforce unit. The program intends to initially enroll 10 units that will house up to 22 local workforce individuals. Interested home owners will directly apply to the program. While, interested businesses will apply to the program and their employees will be eligible to apply to be a tenant of the program. Businesses will also be required to pay an administrative fee of \$250.00 per employee per month for the term of the lease. The Chaffee Housing Authority (CHA) will serve as the master lessee. Host incentives will be paid in full at the end of the term of their lease and if a lease is broken, hosts will be pro-rated. Please see incentives table below.

	6-Month lease	9-Month lease	12-Month lease
2-Bedrooms	\$4,000	\$7,000	\$10,000
3-Bedrooms	\$5,000	\$8,000	\$12,000
4-Bedrooms	\$6,000	\$9,000	\$14,000

The program requests \$140,000 in funding to ensure that all incentives are paid in full and \$100,000 to utilize as rental guarantees, of which both will be handled by the CHA. The Chaffee Housing Authority will enter into a Memorandum of Understanding (MOU) agreement with the City of Salida. See *exhibit A*. CHA shall provide quarterly accounting, reporting and documentation to the City, regarding any and all funds paid, accepted, granted, utilized or retained related to or regarding the Program and its operations. The agreement also specifies timing to provide a review of the program’s success as well as for returns of the remaining rental guarantee funds--unless the parties agree to an amendment of such terms.

FISCAL NOTE

The program requests up to \$140,000 for host incentives for up to 10 homes.

The program requests \$100,000 upfront, to cover master lease obligations. Remaining funds will be returned at a later date.

STAFF RECOMMENDATION

Staff recommends approval to approve the Memorandum of Understanding (MOU) and to appropriate funding to the Chaffee Housing Authority to fund the Open Doors program.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Miriam Luna Gonzalez - Management Fellow	March 1, 2022

SUGGESTED MOTION

A council person should “move to approve Resolution 2022-10, approving the Memorandum of Understanding and to appropriate funding to the Chaffee Housing Authority to fund the Open Doors program” followed by a second.

**RESOLUTION NO. 10
(Series 2022)**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO
APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE CHAFFEE
HOUSING AUTHORITY ESTABLISHING THE
“OPEN DOORS” LONG-TERM RENTAL INCENTIVE PROGRAM**

WHEREAS, the City of Salida (“City”) and its City Council (“Council”) recognize that the community is experiencing a severe workforce housing shortage, and that short-term rentals continue to exacerbate pricing and availability in the local housing market and,

WHEREAS, the City believes the conversion of short-term rental (STR) units, vacation homes, and other “vacant” homes into a long-term units will temporarily alleviate the workforce housing crisis; and,

WHEREAS, the City intends to provide incentives to property owners who convert their residential units into long-term rentals for the City’s workforce; and,

WHEREAS, the City commits funding to establish and financially support this Open Doors Long-Term Rental Incentive Program; and,

WHEREAS, the City wishes to enter into a Memorandum of Understanding with the Chaffee Housing Authority to memorialize the collaborative relationship and to clarify the duties of each party as it relates to the establishment, funding, management and operation of the Open Doors Long-Term Rental Incentive Program.

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

Section 1. The Salida City Council incorporates the foregoing recitals as its conclusions, facts, determinations and findings.

Section 2. The Salida City Council hereby formally adopts and approves the Open Doors Long-Term Rental Incentive Program Memorandum of Understanding (MOU) with the Chaffee Housing Authority, attached hereto as Exhibit A.

Section 3. The Salida City Council authorizes the Mayor to execute Memorandum of Understanding (MOU) with the Chaffee Housing Authority, attached hereto as Exhibit A, and additionally authorizes the City to execute all applicable documents associated with the Program or necessary to formalize such approval.

RESOLVED, APPROVED, AND ADOPTED this 1st day of March, 2022.

CITY OF SALIDA

By: _____
Dan Shore, Mayor

[SEAL]

ATTEST: _____
City Clerk/Deputy City Clerk

Exhibit A
Open Doors Memorandum of Understanding

“OPEN DOORS” LONG-TERM RENTAL INCENTIVE PROGRAM
MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made with an effective date of March 1, 2022, by and between the CITY OF SALIDA, a Colorado statutory municipal corporation (the “City”), and the CHAFFEE HOUSING AUTHORITY, a Colorado multijurisdictional housing authority (“CHA”), (collectively the “Parties”).

RECITALS

WHEREAS, the City and CHA recognize that the region is experiencing a severe workforce housing shortage, and that the conversion of housing units to short-term rentals and vacation homes continue to exacerbate pricing and availability in the local housing market; and

WHEREAS, the City and CHA believe the conversion of short-term rental units, vacation homes, and other “vacant” homes into long-term housing units will help temporarily alleviate the workforce housing crisis; and

WHEREAS, the City wishes to provide incentives to property owners who convert their existing short-term rental and vacation home units into long-term rentals for the City’s workforce; and

WHEREAS, the City commits funding to establish and financially support this Open Doors Long-Term Rental Incentive Program (“Program”); and

WHEREAS, CHA commits to managing the Program on the City’s behalf; and

WHEREAS, the City and CHA wish to enter into this Memorandum of Understanding (“MOU”) to memorialize the Parties’ collaborative relationship and understanding, and to clarify the duties of each Party, as well as to set forth all terms and conditions between the Parties.

NOW, THEREFORE, the Parties set forth and memorialize their mutual understandings as follows:

1. Purpose and Description. The intent of the Program is to enroll available housing units for long-term rentals for a minimum of six (6) month terms. Interested Salida-area businesses will apply to the Program and their employees will be eligible to apply to be a tenant in the Program. If chosen, participating employers will pay a fee to CHA in the amount of Two Hundred Fifty Dollars (\$250.00) per month per employee. Monetary incentives will then be paid to the property owner hosts at the end of the lease, for their participation in the Program, based upon the length of the lease and number of bedrooms per unit.

2. Term. This MOU shall remain in effect throughout the duration of the Open Doors’ Long-Term Rental Incentive Program, subject to annual appropriations by the Salida City Council, or until this MOU is cancelled by mutual written agreement of the Parties.

3. Specific Obligations. The Parties have agreed to provide or facilitate the following components of the Program, and to comply with the additional terms under this MOU as follows:

- A. For the duration of the Program, the **City** shall:
 - i. Fund the Program, by submitting payment to CHA up to One Hundred Forty Thousand Dollars (\$140,000.00), as invoiced and when requested by CHA for incentive payments to Program hosts; and
 - ii. Submit to CHA an additional One Hundred Thousand Dollars (\$100,000.00) allocation by March 31, 2022, which CHA shall set aside in a distinct and designated account or fund, and utilize exclusively for the purpose of rental guarantees, which shall include costs such as: a tenant failing to pay rent; a tenant late in paying rent; and damage to the rental property. The use and reimbursement of said funds shall be clearly documented and accounted for by CHA, which shall be shared with the City on a quarterly basis. By September 30, 2022, the City and CHA shall review this allocation, to determine efficacy of the program and discuss the most appropriate use of these funds for the remainder of the Program's master leasing period. By June 30, 2023, after the end of the first cycle of the Program, CHA shall return to the City that portion of this allocated \$100,000 which has been unutilized for the purpose of rental guarantees.
- B. For the duration of the Program, **CHA** shall:
 - i. Manage and operate the Program on the City's behalf;
 - ii. Serve as master lessee in the long-term rental lease agreements;
 - iii. Determine and manage eligibility and qualifications of the workforce tenants;
 - iv. Determine eligibility of property owner host units;
 - v. Negotiate rent levels for the units with the property owner hosts;
 - vi. Manage administrative fees paid by the local businesses for their workforce who are tenants in the Program;
 - vii. Ensure payment to the property owner hosts for the per-term incentive paid to the host at the end of the lease; and
 - viii. Provide quarterly accounting to the City, as provided for in Section 3.A.ii. and Section 5 of this MOU.
- C. Upon written notice of the cancellation of this MOU and/or upon the expiration, termination or suspension of the Program, **CHA** shall:
 - i. Return any and all excess and unused funds to the City which were provided to CHA pursuant to Section 3.A.i, Section 3.A.ii, this MOU, or granted to CHA by the City for purposes of the Program within thirty (30) days.

4. Lease and other Legal Agreements. The master lease agreement, sublease agreement and any other legal agreements entered into pursuant to this Program shall be approved, as to form, by the City Attorney, before utilization and execution of same.

5. Reporting. CHA shall provide quarterly accounting, reporting and documentation to the City, regarding any and all funds paid, accepted, granted, utilized or retained related to or regarding the Program and its operations. The City and CHA will evaluate the effectiveness of this arrangement and of the Program at least annually. The Parties will provide each other with any pertinent details regarding the programming, surveys and feedback taken or received. The Parties will have a meeting at least annually to discuss the relationship, success, strengths and weaknesses of the Program, and what role each Party will take in subsequent years, if applicable.

6. No Third-Party Beneficiaries. None of the provisions in this MOU shall give or allow any claim, benefit, or right of action by any person or entity other than the Parties.

7. No Personal Liability of Elected Officials and Officers. No individual who is either a director, councilperson, and/or officer of the CHA or the City shall be subject to personal liability to any person or entity in connection with the performance or non-performance based upon any of the understandings of the Parties hereunder.

8. Indemnification. To the extent permitted by law, CHA shall indemnify and hold harmless the City, its officers, employers, and agents, from any cost, loss and expense, including reasonable attorney's fees, arising out of any liability or claim of liability for injury or damage to person or property resulting directly or indirectly from CHA's management and operation of the Program.

9. Counterpart Execution. This MOU may be executed in one or more counterparts, each of which shall constitute an original, but all of which, when taken together shall constitute a single MOU. For purposes of recording, if executed in counterpart the only duplicate pages submitted for recording shall be the page upon which the signatures appear.

10. Entire Understanding. This MOU contains the entire understanding between the Parties with respect to the matters set forth herein, and all prior agreements or understandings with respect to the subject matter hereof are deemed merged herein.

IN WITNESS WHEREOF, the undersigned have executed this MOU to be effective as of the day and year written above, and acknowledge and accept the terms and conditions herein.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

CITY OF SALIDA

ATTEST

By: _____
Mayor Dan Shore

By: _____
City Clerk Erin Kelley

CHAFFEE HOUSING AUTHORITY

ATTEST

By: _____

By: _____
Secretary