



City Council Regular Meeting

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

April 15, 2025 at 6:00 PM

Agenda

Please register for Regular City Council Meeting

https://zoom.us/webinar/register/WN_IJlzcmlQTggcTEDomhRz5A

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

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

Civility Invocation

Call to Order

Roll Call

Pledge of Allegiance

Amendment(s) to Agenda

Consent Agenda

1. Approve Agenda
2. Approve April 1, 2025 Minutes
3. Award Oak Street Reconstruction Project Change Order
4. Approve Blue Grass on the Arkansas Special Event Liquor License
5. Approve a Professional Services Agreement for the Mesa Water Tank Design
6. Approve At Large CHA Board of Directors Recommendation
7. Approve Award for Construction Contract for Salida Airport for the Taxiway "A" Extension
8. Approve Spiral Drive Management
9. Consider Award for Construction Contract for Salida Airport for the Fuel Farm

Citizen Comment–Three (3) Minute Time Limit

Unfinished Business / Action Items

New Business / Action Items

10. **Resolution 2025-12** A Resolution of the City Council for the City of Salida, Colorado

Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting the City Clerk at 448 E. 1st Street, Ste. 112, Salida, CO 81201, Ph.719-530-2626 at least 48 hours in advance.

Approving the Subdivision Improvement Agreement for the Angelview Neighborhood Planned Development and Major Subdivision

11. **Resolution 2025-13** A Resolution of the City Council of the City of Salida, Colorado, to enter into an Intergovernmental Agreement between the State of Colorado Department of Transportation and the City of Salida for the Devolution of a Portion of S.H. 291
12. **Resolution 2025-14** A Resolution of the City Council of the City of Salida, Colorado, Reauthorizing the Temporary Closure of a Portion of F Street and Providing a Revised Procedure for Liquor Licensees To Obtain Proper Authorization for Outdoor Expansion
13. **Resolution 2025-15** A Resolution of the City Council of the City of Salida, Colorado, Authorizing the Purchase of Real Property and Approving a Contract to Buy and Sell Real Estate
14. **Resolution 2025-16:** A Resolution of the City Council of the City of Salida, Colorado Authorizing the Mayor, City Administrator, and Community Development Director as the Authorized Officers to Negotiate and Execute All Documents on Behalf of the City of Salida for the Eastside Senior Living Apartments Project
15. **Resolution 2025-17:** A Resolution of the City Council of the City of Salida, Colorado Accepting a Grant from the Colorado Aeronautical Board in the Amount of \$450,000

Councilors, Mayor and City Treasurer Reports

Council Reports

Pappenfort - Finance Committee

Critelli

Naccarato - CHA and Sustainability Board

Martin

Stephens - Airport Board and PROST

Fontana - Finance Committee and Greater Salida Recreation Corporation Board

Mayor Report

Attorney Report

Treasurer Report

Department Updates

Adjourn

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City Clerk | Deputy City Clerk

Mayor

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City Council Regular Meeting

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

April 01, 2025 - 6:00 PM

Minutes

Please register for Regular City Council Meeting

https://zoom.us/webinar/register/WN_IJlzcmlQTgqcTEDomhRz5A

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

CIVILITY INVOCATION

CALL TO ORDER

Pledge of Allegiance

Roll Call

PRESENT

Council Member Suzanne Fontana

Council Member Dominique Naccarato

Council Member Justin Critelli

Council Member Alisa Pappenfort

Council Member Wayles Martin (Remote)

Mayor Dan Shore

Treasurer Ben Gilling

ABSENT

Council Member Aaron Stephens

CONSENT AGENDA

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

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

MOTION PASSED

Approve Agenda

Approve March 4, 2025 Minutes

Approve Letter of Commitment Regarding the 2025 FEMA Building Resilient Infrastructure and Community Grant

CITIZEN COMMENT—Three (3) Minute Time Limit

Jim Wilson, Ron Salerno and Ray Kitson spoke during citizen comment.

PROCLAMATIONS

Celebrating April 2025 as Arab American Heritage Month

UNFINISHED BUSINESS / ACTION ITEMS

NEW BUSINESS / ACTION ITEMS

SOUND PERMIT - Amplified Sound Permit Requests for High Side! Bar and Grill. **Public Hearing**

Mayor Shore opened the Public Hearing. Hearing no comments the Mayor closed the 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.

Council Member Pappenfort moved to approve the Amplified Sound Permits as requested, Seconded by Council Member Fontana.

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

MOTION PASSED

SOUND PERMIT Ark Valley Indivisible Rally and March Public Hearing

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

Council Member Naccarato moved to approve the Amplified Sound Permit as requested, Seconded by Council Member Pappenfort.

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

MOTION PASSED

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Council Reports

Naccarato - CHA and Sustainability Board

Martin

Critelli

Stephens - Airport Board and PROST

Fontana - Finance Committee and Greater Salida Recreation Corporation Board

Pappenfort - Finance Committee

Reports were given.

Mayor Report

Report was given

Treasurer Report

Report was given.

Attorney Report

Department Updates

EXECUTIVE SESSION: For discussion of a personnel matter under C.R.S. Section 24-6- 402(4)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees; AND THE FOLLOWING ADDITIONAL DETAILS ARE PROVIDED FOR IDENTIFICATION PURPOSES: **City Clerk's and City Attorney's annual performance evaluations**

Council Member Critelli moved to go into Executive Session, Seconded by Council Member Pappenfort.

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

MOTION PASSED

Council entered into Executive Session at 6:33 pm and returned to the Regular Meeting at 7:09 pm.

ADJOURN

Meeting adjourned at 7:10 pm

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



City Clerk | Deputy City Clerk

Mayor Dan Shore



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Public Works	David Lady - Public Works Director	April 15, 2025

ITEM

Council Action – Award Oak Street Reconstruction Project Change Order

Consent Agenda

BACKGROUND

The first phase of the Oak Street Reconstruction Project was completed this past fall. The remaining work will continue improvements from Dodge Street and terminate near Walnut Street.

The original design was based on the US-50 and CO 291 Intersection Control Evaluation Plan adopted on March 16, 2021. This study included streetscape planning for Oak Street from the Toubert Building to US-50. The proposed alternative street section for these improvements includes bike lanes, curb & gutter, sidewalk on the west side, stormwater improvements, and lighting upgrades.

There has been considerable redevelopment of the east side of Oak Street since the original design was completed. This redevelopment has included work underway at the Crest/School Administration Building, the City of Salida Fire Station, and the 505 Oak Street multi-family development that is now underway. These developments required installation of a sidewalk along their frontage.

This change order would allow for the continuation of sidewalk along the east side of Oak Street beyond these developments and upgrade utilities within this section of the highway. Although this work could be deferred to a later date, it is recommended to be incorporated into this change order to minimize future construction impacts to the neighborhood and provide efficiencies with having work underway. Additionally, the City was a recipient of a Grant that will pay for tree plantings on the north/east side, adjacent to this proposed work, in the vicinity of the bend in Oak Street. This work is proposed to be completed in-house and will provide further aesthetic improvements to this section of the corridor.

Y&K has been on schedule with the work done to date. The remaining work along Oak Street is expected to start early summer and be completed early fall timeframe.

FISCAL NOTE

A portion of grant funding remains for street related components. The 2025 Capital Budget line items are as follows:

\$5,140,000 (31-30-6017)	Streets – Other (\$1.9M Oak Street, \$1.57 SRTS, \$1.67 Downtown Streetscape, all three are partially grant funded)
\$500,000 (20-30-6019)	Water – Infrastructure Upgrades & Replacements
\$400,000 (21-30-6019)	Sewer – Infrastructure Upgrades & Replacements (\$296k approved for other sewer reconstruction work. A budget amendment is not anticipated at this time)



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Public Works	David Lady - Public Works Director	April 15, 2025

Costs related to this proposed change order are as follows:

	Total Cost (1)	Soft Costs (2)	Project Total Budget (1+2)
STREET CONSTRUCTION	\$224,483	\$22,448	\$246,932
WATER CONSTRUCTION	\$175,789	\$17,579	\$193,368
SEWER CONSTRUCTION	\$144,050	\$14,405	\$158,455
TOTAL	\$544,322	\$54,432	\$598,755

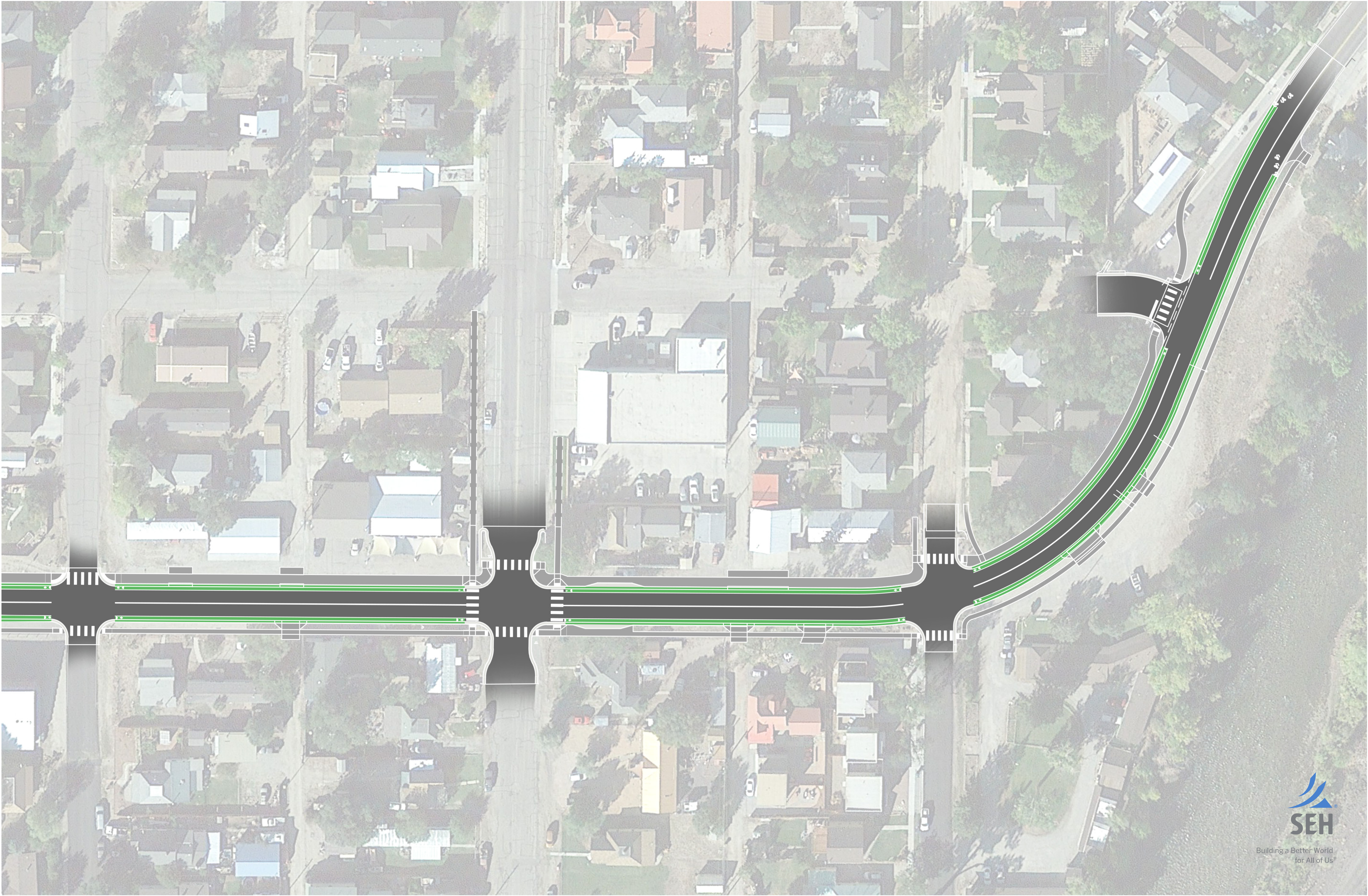
(2) Soft costs ~ 3.0% QA/QC and Construction Administration

STAFF RECOMMENDATION

Approve a change order for the Oak Street Reconstruction Project and authorize the City Administrator to execute the change order between the City and Y&K Excavation, Inc. in the amount of \$544,322 increasing the project budget of \$598,755.

SUGGESTED MOTION

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



Building a Better World
for All of Us®



Salida Rotary
Charitable Fund

P.O. Box 155
Salida, CO 81201



Bluegrass on the Arkansas is an annual fund raiser for the Rotary Club of Salida. The event will be held on Memorial Day Weekend (May 24 – 25 2025). The musicians will perform Saturday evening starting at 4:00 p.m. until 9:30 p.m. and then Sunday starting at noon until 9:30 p.m.

This event is a free event for our community and draws locals and visitors from all points to downtown Salida. In addition to a great line-up of bluegrass bands, there will be food available for purchase from local food vendors.

Beverage sales will be handled by the Rotary Club and all net proceeds from the festival will be reinvested into our community through scholarships and for financial support to other local non-profits.

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

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

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

LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:

- | | | |
|------|--|-----------------|
| 2110 | ☒ MALT, VINOUS AND SPIRITUOUS LIQUOR | \$25.00 PER DAY |
| 2170 | ☐ FERMENTED MALT BEVERAGE (3.2 Beer) | \$10.00 PER DAY |

DO NOT WRITE IN THIS SPACE

LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE

Salida Rotary Charitable Fund

State Sales Tax Number (Required)

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



3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT
(include street, city/town and ZIP)

Riverside Park
Sacket Street
Salida, CO 81201

NAME

DATE OF BIRTH

HOME ADDRESS (Street, City, State, ZIP)

PHONE NUMBER

4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE

Dan Wardrop

5. EVENT MANAGER

Kevin Saul

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
5-24-2025	4 p	9:30p		5-25-2025	11:00 a	10:00 p					

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

Rotary Member

DATE

2/10/2025

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

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

THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

☐ CITY
☐ COUNTY

TELEPHONE NUMBER OF CITY/COUNTY CLERK

SIGNATURE

TITLE

DATE

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

LIABILITY INFORMATION

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

(Instructions on Reverse Side)

APPLICATION INFORMATION AND CHECKLIST

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

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

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

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

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

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



VALID ONLY FOR THIS ORGANIZATION AT THIS LOCATION

Salida Rotary Charitable Fund

Riverside Park

170 E Sackett Ave

SPECIAL EVENTS PERMIT MALT, VINOUS AND SPIRITUOUS LIQUOR

FROM	Date 05/24/25	Hour 4:00 PM	TO	Date 05/25/25	Hour 10:00 PM
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This permit is issued subject to the laws of the State of Colorado and especially under the provisions of Article 3, 4 & 5 of Title 44, Colorado Revised Statutes, as amended and the Ordinances of the City of Salida, insofar as the same may be applicable.

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

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

ATTEST:

The City of Salida

Deputy City Clerk

City Clerk

THIS LICENSE IS TO BE POSTED IN A CONSPICUOUS PLACE

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Salida Rotary Charitable Fund, Inc.

is a

Nonprofit Corporation

formed or registered on 03/16/2008 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20081144588 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/10/2025 that have been posted, and by documents delivered to this office electronically through 03/12/2025 @ 08:35:31 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/12/2025 @ 08:35:31 in accordance with applicable law. This certificate is assigned Confirmation Number 17087609 .



Jena Griswold

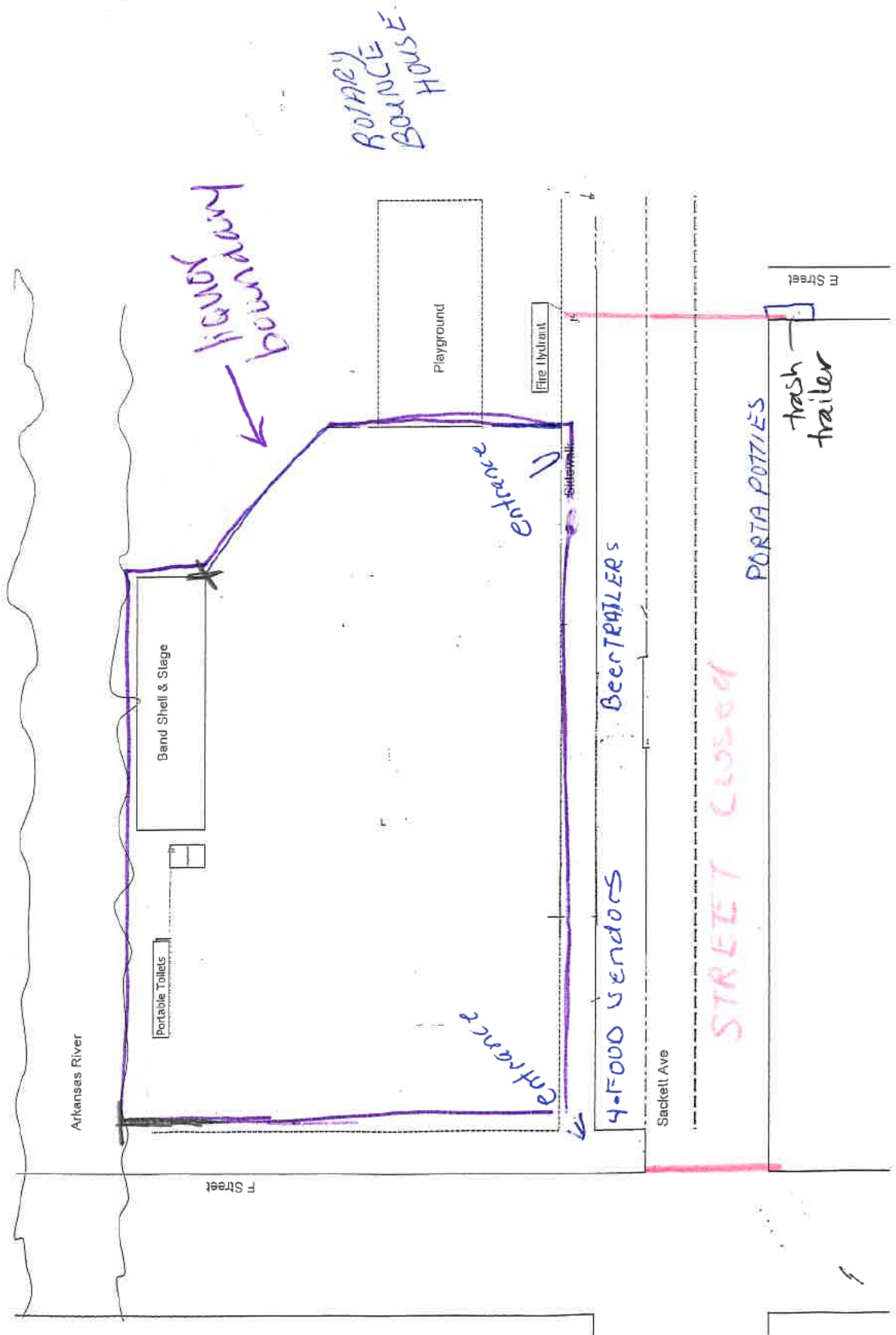
Secretary of State of the State of Colorado

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

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

Bluegrass on the Ark May 24-25, 2025

parking lot



PUBLIC NOTICE

(Pursuant to § 44-5-106(2), C.R.S.)

DATE/TIME POSTED: April 4, 2025 at 4:00 a.m./p.m.

PROPOSED SPECIAL EVENT LIQUOR PERMIT

Salida Rotary Charitable Fund, has filed an Application for a
SPECIAL EVENT LIQUOR PERMIT to be held on May 24 & 25, 2025, from
5/24/25 4:00pm a.m./p.m. to 9:30pm a.m./p.m. at the following address:
5/25/25 11:00am 10:00pm
Riverside Park
170 E Sackett Ave.
Salida, CO 81201

PROTEST PROCEDURE

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

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

E-Mail Address: clerk@cityofsalida.com

HEARING

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



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Public Works	David Lady - Public Works Director	April 15, 2025

AGENDA ITEM

Approve a Professional Services Agreement for the Mesa Water Tank Design

BACKGROUND

The City currently operates two potable water storage tanks within the system. Water storage is critical in order to provide adequate fire flows during an emergency and to accommodate treatment plant operations. Utility studies are performed to provide an analysis of the water system using software modeling and existing data. A utility study for Salida's water distribution system identified a need for additional storage. Two new water tanks are planned and are incorporated into the recently completed rate study and adopted system development fees.

This professional services agreement is to provide for the design of a tank adjacent to the existing Mesa Tank which is located on County Road 120 between Salida and the Water Treatment Plant. The construction of the new water tank is proposed this next year and will come to Council at a later date for construction approval.

The request for proposals was advertised and proposals from five firms were received on March 13, 2025. Proposals were scored by staff based on Narrative and Project Approach, Experience and References, Qualifications of Key Personnel, Project Costs, Schedule, and Overall Responsiveness to the RFP. Consor Engineering scored the highest in each reviewer's results. Although the City has not worked with them on any recent work, they have many municipal references in western states and have completed over 200 tank related projects. Over 30 of the prior tank projects have been completed by staff proposed to perform work for the City of Salida. The project lead is based in Colorado. Staff expect that they will successfully perform the work for the City and their proposed fees are within the budgeted line item for the work.

RECOMMENDATION

Approve a Professional Services Agreement for Mesa Tank Design and authorize the City Administrator to enter into a Professional Services Agreement between the City of Salida and Consor Engineering Inc. in the amount of \$89,956 with a total project budget of \$100,000.

FISCAL IMPACT

The 2025 Capital Budget line items are as follows:

\$100,000(20-34-5233) Water Plant – General Engineering

MOTION

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



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	April 15, 2025

AGENDA ITEM

Consent Agenda – At Large CHA Board of Directors Recommendation

BACKGROUND

The First Amended and Restated Intergovernmental Agreement Establishing the Chaffee County Multijurisdictional Housing Authority provides direction regarding the appointment of Board Members. The two (2) members-at large “shall be appointed by the Authority’s Board upon the approval of the majority of the Member Jurisdictions.” CHA has provided the attached recommendation to approve the appointment of Laura Ostrom, Vice President at First Colorado Land Office.

Chaffee County Commissioners voted to approve Ms. Ostrom at their April 8th meeting. The Town of Buena Vista will be considering the appointment at their April 22nd meeting.

STAFF RECOMMENDATION

FISCAL IMPACT

There is no fiscal impact

MOTION

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



To: CHA IGA Members: City of Salida, Chaffee County, and Town of Buena Vista
From: Interim Director of Chaffee Housing Authority, Marjo Curgus
Board of Directors Chairperson, Monica Haskell
At Large Selection Committee Chair, Brett Landin
Date: April 2, 2025
Subject: **Recommendation for At Large Seat on CHA Board of Directors**

On March 27th, the Chaffee Housing Authority Board of Directors voted to recommend **Laura Ostrom** for the At Large seat on the Board pending confirmation by the City of Salida, Chaffee County, and Town of Buena Vista at their next meetings.

The Board of Directors created an ad hoc At Large Selection Committee with the responsibility of assessing the applicants to the open At Large board seat. There were seven candidates with Laura Ostrom unanimously recommended to the Board of Directors for appointment. This recommendation was unanimously approved by the full Board of Directors at the March meeting.

Laura Ostrom is Vice President at First Colorado Land office, and sits on the local MLS board (Realtors of Central Colorado) as a Director. She has in-depth knowledge of the local market, financing, planning and zoning, and contracting, and sits on the Consumer Advisory Panel for REColorado. She has an extensive network of housing partners and resources across the state and an excellent understanding of the challenges of buying and selling affordable housing from a marketing, contracting, and financing perspective. Ms. Ostrom is articulate, passionate, and represented herself and her experience clearly and enthusiastically while asking insightful questions and searching for understanding during our discussion.

The ad hoc At Large Selection Committee recommendation report is attached to this letter for your reference and to understand the full scope of the work they accomplished.

The CHA Board of Directors respectfully requests that the City of Salida, Town of Buena Vista, and Chaffee County approve this recommendation, if possible, by the April 17th Board of Directors meeting in order to officially appoint her by Board resolution during this meeting. It is the belief of the Board of Directors she would be an excellent addition to the board.

Respectfully,

Marjo Curgus
Interim Director, Chaffee Housing Authority



Date: March 23rd, 2025

To: The Chaffee Housing Board of Directors

From: The ad hoc At Large Hiring Committee (Naccarato, Goodson, Landin)

Re: Recommendation for the At Large board role

The CHA ad hoc At Large Hiring Committee was charged by the Board with assessing the applicants to the final remaining 2025 At Large board role for the CHA. There were seven candidates at the start of the process and the Committee has down selected to one candidate and is recommending our unanimous selection to the Board for appointment, pending confirmation by the three CHA member governments.

The selection process occurred as follows:

- A hiring rubric was created based on the board-approved skills matrix.
- Each of the candidates was assessed numerically against the rubric and individual comments on each candidate were recorded. These scores and the comments were then used to down select to four interview candidates.
- A list of eleven interview questions was created to ensure an equitable interview process.
- Interviews were conducted and the Committee unanimously agreed on a final ranking.
- The hiring rubric scoring was updated, post-interview, in an attempt to objectively record the Committee's findings, with a recognition that the hiring rubric could not capture all of the skills, experience, or characteristics that each candidate brought to the table.

The hiring committee initially considered seven strong candidates and is now pleased to submit our final choice to the board for approval. Upon approval, the candidate will be forwarded to the three member governments for their approval.

Recommended for appointment to the board as an At Large representative: Laura Ostrom is Vice President at First Colorado Land office, and sits on the local MLS board (Realtors of Central Colorado) as a Director. She has in-depth knowledge of the local market, financing, planning and zoning, and contracting, and sits on the Consumer Advisory Panel for REColorado. She has an extensive network of housing partners and resources across the state and an excellent understanding of the challenges of buying and selling affordable housing from a marketing, contracting, and financing perspective. Ms. Ostrum is articulate, passionate, and represented herself and her experience clearly and enthusiastically while asking insightful questions and searching for understanding during our discussion. We believe she would be an excellent addition to the board.

Recommended for inclusion on the CHA Development committee: Although not directly within the Committee's scope, we would like to highly recommend that the board formally reach out to Scott Simmons to join the CHA Development Committee. Mr. Simmons is the founder of Tributary Development and spent several years working as the VP of Development for Fading West. He has extensive experience developing housing around the state, including affordable housing projects here in Chaffee County. If there were some issue with Laura Ostrum's appointment, Scott would be an excellent candidate for appointment to the board.

Recommended for inclusion on the CHA PR, Education, and Advocacy Committee: Dani Cook would be an excellent advocate for the CHA and a powerful liaison to the housing insecure community. Ms. Cook has many years of lived experience and has navigated the various Chaffee County assistance programs before becoming a homeowner here in the valley

in 2021. Although she has not previously sat on a board, she has been on the other side of the table as a staff member interfacing with boards of several different organizations. She has attended numerous Council and Planning meetings as a voice for the underrepresented community here in the County. The Committee believes she would be an asset to our organization.

Hillary Mitchek was interviewed as part of the selection process. We encourage Hillary and the other applicants who were not selected for interviews to continue engaging with us. We invite them to further develop their understanding of the CHA structure, duties, opportunities for impact, and more.

In summary, the committee was pleased with the outcome of the selection process. The committee recommends that the application process for all board positions be streamlined for the next round of appointments and understands that the Board Development Committee is taking on this task after the April Board retreat. All selection materials (rubrics, scoring sheets, interview notes) will be uploaded to the CHA drive once access is provided.

Sincerely,

Dominique Naccarato
Charlie Goodson
Brett Landin



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	April 15, 2025

AGENDA ITEM

Consent Agenda – Consider Award for Construction Contract for Salida Airport for the Taxiway “A” Extension

BACKGROUND

Proposals were requested to complete the Taxiway A Extension (Phase 1) project at the Salida Airport. Dibble Engineering reviewed the submitted bids and provided an evaluation of those submittals. In the attached memo, you will find the evaluation of the submitted bids.

STAFF RECOMMENDATION

Dibble recommended to the County that they award the project to Pyramid Construction, Inc, pending final review of the full bid submittal. Chaffee County accepted the bid and, in a letter to the FAA, recommended the award. Staff are recommending City Council also accept the bid.

FISCAL IMPACT

The final awarded bid was for \$1,362,108.20, the majority of which was funded by grants. Salida’s contribution for the project is \$65,006.

MOTION

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

February 27, 2025

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

Attention: Mr. Zechariah Papp
Airport Manager, Salida Airport – Harriet Alexander Field

RE: **Contractor Bid Submittals Review**
Salida Airport – Harriet Alexander Field
ANK Taxiway A Extension (Phase 1)
FAA AIP No. 3-08-0049-024-2025 & 3-08-0049-024-2025
CDOT Project No. 25-ANK-02
County Project No. TBD

We have reviewed the four Contractor Bids, received on February 27, 2025, for the *ANK Taxiway A Extension (Phase 1)* project. The unit prices were analyzed in comparison with each of the bids and the Engineer's Estimate for the project. The unit prices varied, but several seemed to be higher than expected. Three of the four bidders came in above the Engineer's Estimate.

The following table provides a comparison between the bids and the Engineer's Estimate:

TAXIWAY A EXTENSION (PHASE 1)	
Engineer's Estimate	\$1,401,166.00
Pyramid Construction, Inc.	\$1,362,108.20
United Companies	\$1,631,359.50
JARCCO Construction LLC	\$2,298,439.78
WW Clyde, Inc.	\$2,640,010.00

Based on review of the Bid Documents, there appears to be one non-responsive bid. There were several mathematical errors in the bid tabulations for *JARCCO Construction, LLC*, which resulted in a difference of \$49.45. There are no written word bid prices included in *JARCCO Construction, LLC's* bid, and therefore precedence on bid pricing cannot be established. Additionally, *JARCCO Construction, LLC* did not utilize the Bid Schedule forms included with and required in accordance with the Contract Documents, Federal General Provisions, Section 20-07 – Preparation of proposal:

"The bidder shall submit their proposal on the forms furnished by the Owner. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern."

All other bids appear to be responsive and had no mathematical errors.

Evaluation of Apparent Low-Bidder (Pyramid Construction, Inc.):

1. **Bid Bond (5%, At the Time of Bid):**
 - a. A 5% Bid Bond was included in the bid documents at the time of bid, attached with this letter.
2. **Acknowledgement of Addenda:**
 - a. There was one addendum issued during the Bid Phase. All Bidders acknowledged Addendum No. 1.

3. **DBE Certification and Good Faith Efforts:**

- a. An Attachment B – Letter of Intent to Perform as DBE Subcontractor was submitted for *Prime Milling, LLC* as a registered DBE Firm in the State of Colorado. The percentage of DBE Utilization on this project is expected to be approximately 0.35% of the total contract amount.

Taxiway A Extension (Phase 1) - DBE Utilization Information	
DBE Firm Listed	Value of Work
Lightfield Enterprises, Inc.	\$ 4,750.00
Total DBE Work	\$ 4,750.00
Pyramid Construction, Inc. - Bid Amount	\$ 1,362,108.20
% DBE Work Base Bid	0.35%

- b. An Attachment D – Demonstration of Good Faith Efforts was submitted for *Prime Milling, LLC, All Cowboy Erosion Control, LLC, and French Jones, LLC* as registered DBE firms.

4. **Subletting of Contract:**

- a. An Attachment A – List of Subcontractors was submitted for the project, which included *Pro Electrical, Rocky Mountain Reclaim, Epic Striping, and Prime Milling*. Based on the information that *Pyramid Construction, Inc* included in Attachment A – List of Subcontractors, *Pyramid Construction, Inc* intends to self-perform approximately **84.7%** of the total contract work.

Final Recommendations:

Based on the information presented herein, it is the recommendation of Dibble that the Salida Airport – Harriet Alexander Field award the *ANK Taxiway A Extension (Phase 1)* project to *Pyramid Construction, Inc.*, pending the Chaffee County's final review of the full bid submittal.

Sincerely,
DIBBLE



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

Enclosures:

- Bid Summary & Bid Tabulations
- Pyramid Construction, Inc. Bid Documents:
 - o Non-Collusion Affidavit
 - o Bid Proposal
 - o Bid Bond
 - o Attachment A – List of Subcontractors & DBE Utilization
 - o Attachment B – Letter of Intent to Perform as DBE Subcontractor
 - o Attachment C – Identification Statement for DBE
 - o Prime Milling, LLC – DBE Information
 - o Attachment D – Demonstration of Good Faith Effort
 - o Pre-Qualification Form
 - o Contractor's Questionnaire
 - o Authorized Signature Form
 - o Certification of Insurability
 - o Signed Buy American Preference Certification
 - o Signed Tax Delinquency & Felony Convictions Certification



Harriet Alexander Field

9255 County Road 140
SALIDA, CO 81201

PHONE (719) 539-3720

CELL (719) 239-1648

FAX (719) 539-7442

EMAIL zpapp@chaffeecounty.org

WEBSITE www.chaffeecounty.org

Bid Recommendation

March 17th, 2025

Ms. Paulette Lugo
Denver Airports District Office
26805 E. 68th Avenue, Suite 224
Denver, CO 80249-6361

FAA AIP No. 3-08-0049-024-2025 & 3-08-0049-024-2025 Bid Recommendation

Dear Ms. Lugo,

Chaffee County and the City of Salida has reviewed and evaluated the proposed bids for the ANK Taxiway A Extension (Phase 1), (FAA AIP No. 3-08-0049-024-2025 & 3-08-0049-024-2025). A cost analysis was performed. Chaffee County and the City of Salida recommends the FAA accept this statement and analysis as evidence of cost reasonableness. Therefore, Chaffee County and the City of Salida concurs with the recommendation to award this project to Pyramid Construction, Inc. for the amount of \$1,362,108.20. We are excited to move forward with Construction.

Sincerely,

Zechariah Papp
Airport Manager
Salida Airport/ Harriet Alexander Field

SALIDA AIRPORT
HARRIET ALEXANDER FIELD



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	April 15, 2025

AGENDA ITEM

Consent Agenda – Spiral Drive Management

BACKGROUND

During the March 31, 2025 City Council Work Session, staff presented information regarding the state of Spiral Drive as well as a recommendation if the Council were to allow access to those in vehicles. That recommendation was that the gate be opened on Friday mornings and closed on Monday mornings, Memorial through Labor Days.

STAFF RECOMMENDATION

FISCAL IMPACT

The fiscal impact to the City is unknown at this time, any spending needs that arise will need to be weighed against savings identified in other areas of the budget as funds are tight.

MOTION

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



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	April 15, 2025

AGENDA ITEM

Consent Agenda – Consider Award for Construction Contract for Salida Airport for the Fuel Farm

BACKGROUND

Proposals were requested to complete the new fuel farm project at the Salida Airport. Dibble Engineering reviewed the submitted bids and provided an evaluation of those submittals. In the attached memo, you will see that the bids came in significantly higher than expected and outside of the current budget.

STAFF RECOMMENDATION

Dibble recommended to the County that all bids be cancelled, and staff negotiate with the lowest bidder. Chaffee County Commissioners agreed with the approach during their March 31, 2025, meeting. Staff are recommending City County do the same.

FISCAL IMPACT

The City budgeted \$537,500 for the project and is unable to budget additional funds without negatively affecting other projects.

MOTION

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

February 26, 2025

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

Attention: Mr. Zechariah Papp
Airport Manager, Salida Airport – Harriet Alexander Field

RE: **Contractor Bid Submittals Review**
Salida Airport – Harriet Alexander Field
ANK New Fuel Farm
CDOT Project No. TBD
County Project No. TBD

We have reviewed the three Contractor Bids, received on February 25, 2025, for the *ANK New Fuel Farm* project. The unit prices were analyzed in comparison with each of the bids. A Bid Tabulation Summary table is provided below.

Most unit prices seemed to be higher than expected. The Contractor's bid unit prices were approximately 100% -150% higher, on average, than what is being seen currently on other projects or projects recently bid in the last six months. There are a couple of potential factors that could be causing this:

1. The Prime Contractors that bid on the project are not primarily self-performing on earthwork and paving. They typically either partner or subcontract that amount which will tend to drive unit prices up.
2. Dibble and ANK received calls from potential bidders saying that they were having difficulties getting local suppliers to provide decent pricing or even quotes as they were not considered local.
3. Volatility and risk in the current market.

The following table provides a comparison between the bids and the Engineer's Estimate:

BASE BID (SCHEDULE I)	
Engineer's Estimate	\$2,575,769.00
Pro Electrical Contractors, Inc.	\$4,001,047.00
WW Clyde, Inc.	\$4,182,897.00
Meridian Contracting	\$4,981,657.00
ADD ALT 1 (SCHEDULE II)	
Engineer's Estimate	\$371,375.00
Pro Electrical Contractors, Inc.	\$297,755.00
WW Clyde, Inc.	\$460,090.00
Meridian Contracting	\$171,270.00

Based on review of the Bid Tabulation, there appears to be no indication of a non-responsive bid. There was a single mathematical error found on *Pro Electrical Contractors, Inc.* bid. The total price in the bid submittal for Base Bid (Schedule I) was off by \$220.00. All other bids had no mathematical errors.

Final Summary and Recommendation:

Based on the current bids, it is the recommendation of Dibble that Chaffee County and ANK cancel all bids and approach the project a new way. Here are a couple of options:

1. The Taxiway A bids are due on February 27th. Pending favorable unit prices on the civil work elements, the County can negotiate with the awarded bidder to add the Fuel Farm civil work elements as a Change Order and simply extend those unit prices.
2. Re-package just the Civil and Electrical and re-bid the project. Paving/Earthwork Contractors will be able to prime and provide better costs, especially with the association with the Taxiway A project. After those bids are received, determine the best option to bring on a contractor specific to just Fuel Farm. This would support recent discussions ANK has had with other contractors that could perform the work at a lower cost.

Sincerely,
DIBBLE



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



CITY COUNCIL ACTION FORM

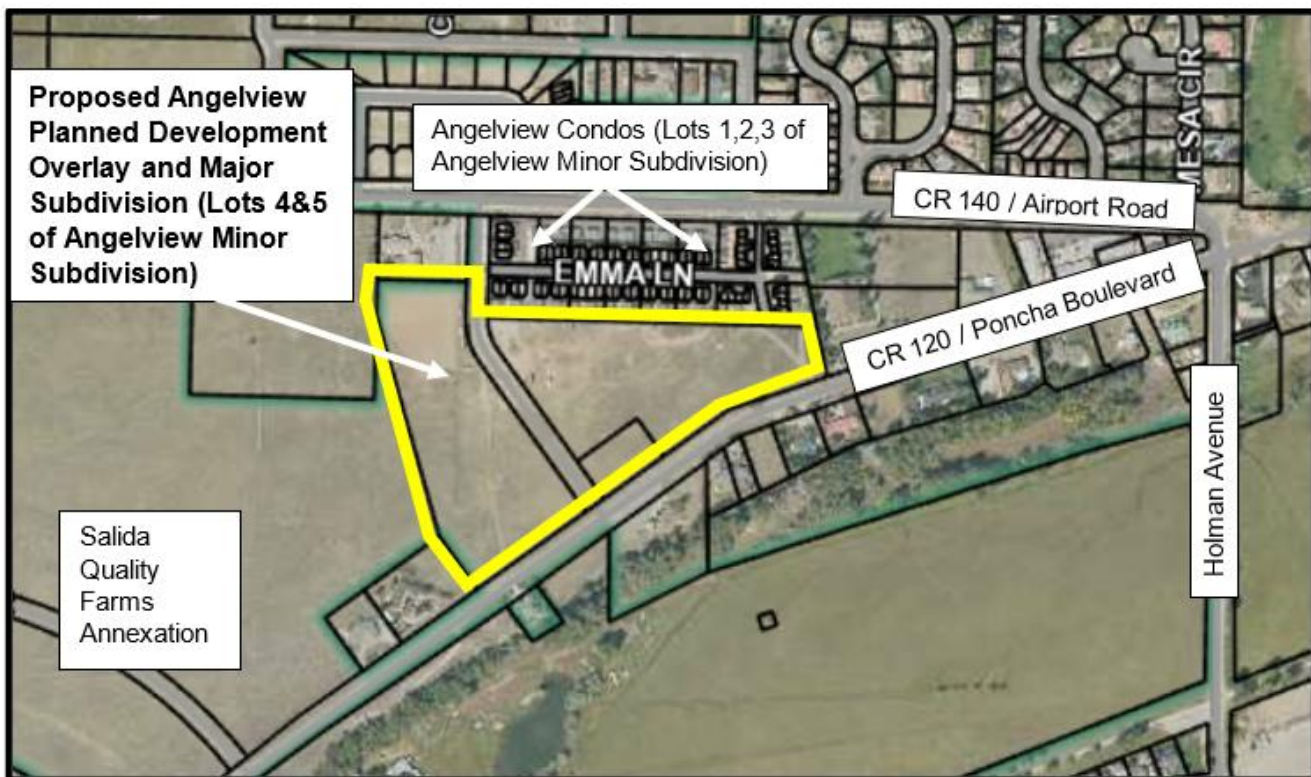
DEPARTMENT	PRESENTED BY	DATE
Community Development	Carolyn Poissant - Senior Planner	April 15, 2025

AGENDA ITEM

Approval of Resolution 2025-12 - Approval of Subdivision Improvement Agreement (SIA) for the Angelview Major Subdivision and Planned Development

BACKGROUND

Ordinance 2024-22 for a Major Impact Review of the Angelview Planned Development and Major Subdivision was approved by City Council on January 7, 2025. The SIA sets forth the requirements for the developer to complete the public improvements, which includes water and wastewater mains, and their subsequent dedication to the City.



Vicinity Map

RECOMMENDATION

Staff recommends approval of the Subdivision Improvement Agreement (Attachment A with exhibits) as presented by staff.

FISCAL IMPACT

There is no immediate fiscal impact. The city will be responsible for maintenance of the public streets, utilities and park once completed.

MOTION

A City Councilmember should state "I move to _____ Resolution No. 2025-12 for the Subdivision Improvement Agreement for Angelview Planned Development and Major Subdivision, followed by a second and a roll call vote.

Attachments:

Ordinance 2024-22

Resolution 2025-12

Attachment A - Subdivision Improvement Agreement for Angelview Major Subdivision and Planned Development with Exhibits A - J

**CITY OF SALIDA, COLORADO
ORDINANCE NO. 22
SERIES OF 2024**

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO
APPROVING THE ANGELVIEW MAJOR IMPACT REVIEW FOR A PLANNED
DEVELOPMENT OVERLAY AND MAJOR SUBDIVISION**

WHEREAS, the City of Salida Planning Commission conducted a public hearing on the Major Impact Review Application request on February 26, 2024 for a Planned Development Overlay and Major Subdivision for the property which includes Lot 4 and Lot 5 of Angelview Minor Subdivision, Shepherd Road, and a 0.57-acre parcel on County Road 120, totaling approximately 11.9 acres; and

WHEREAS The Commission forwarded to the City Council its recommendation that the subject property be approved, with conditions, as a Planned Development Overlay pursuant to the attached Angelview Planned Development Plan (Exhibit A); and

WHEREAS, the City of Salida Planning Commission reviewed and recommended approval, with conditions, the Angelview Major Subdivision within the Planned Development Overlay (Exhibit B); and

WHEREAS, the project is consistent with the purpose, conditions and evaluation standards for a Planned Development Overlay and Major Subdivision; and

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

WHEREAS, after the positive recommendation was forwarded to the City Council, a public hearing was held by the Salida City Council on January 7, 2025.

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

Section One

That the entirety of the property comprising the Angelview Planned Development, to wit, the 11.9 acres is hereby zoned High Density Residential (R-3) with a Planned Development Overlay as shown on the Angelview Planned Development Plan and Major Subdivision Plat attached to this ordinance as Exhibit A and Exhibit B.

Section Two

Upon this approval by the City Council, the Angelview Planned Development Overlay shall be considered a site specific development plan and granted a vested property right for three (3) years. The City Council is approving the vested property right subject to the

terms and conditions contained in the development plan and this ordinance, and failure to abide by such terms and conditions may, at the option of the City Council, after a public hearing, result in the forfeiture of vested property rights.

Section Three

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

The following conditions of approval shall be included as notes on the Angelview Planned Development Plan:

- 1. The public park ("Park 1") shall be constructed by the developer in accordance with the Park Concept Plan (attached as Exhibit C) as specified in a Subdivision Improvement Agreement (SIA), which shall delineate all products, materials, details and specifications and a cost estimate approved by the city. The agreed upon cost of construction of the public park shall be deducted from the required Park and Open Space Fee-in-lieu of \$322,000. Any remaining balance shall be paid to the city for use in future park development as determined by the Director of Parks and Recreation. The public park and all park improvements shall be dedicated to the city.**
- 2. Architectural elements:**
 - a) Streetscape Diversity: To avoid uniformity and lack of variety in design among housing units within the subdivision, no single family's, duplex building's or townhouse building's residential façade elevation shall be repeated more than once every five (5) lots on the same side of the street (e.g., the first and fifth lots in a row may contain the same façade elevation, but the second, third, and fourth lots must contain some different façade elevations). No single family's, duplex building's or townhouse building's residential elevation shall be repeated directly across the street from the same façade elevation. At street corners where a side elevation faces the street that a neighboring unit's front elevation faces, the diversity requirements above shall not apply. Mirror images of the same residential façade shall not count as two (2) distinctly different façades. In unusual circumstances, an Administrative Review process may grant a petition seeking waiver of this requirement. Such an exception may be granted if the petitioner demonstrates that the proposed plan uses repetition for an architectural purpose, such as allusion to historical repetition that would not create a monotonous streetscape of the type this standard seeks to prevent.**

- ## Section Four

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

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

INTRODUCED ON FIRST READING, on the 17th day of December, 2024, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the City of Salida by the City Council on the 20th day of December, 2024, and set for second reading and public hearing on the 7th day of January, 2025.

INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED
PUBLISHED BY TITLE ONLY, by the City Council on the 7th day of January, 2025.



[SEAL]

ATTEST:



City Clerk/Deputy City Clerk

City of Salida



Dan Shore, Mayor

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 12
(Series 2025)**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO
APPROVING THE SUBDIVISION IMPROVEMENT AGREEMENT FOR THE ANGELVIEW
NEIGHBORHOOD PLANNED DEVELOPMENT AND MAJOR SUBDIVISION.**

WHEREAS, the property owners, Harder-Diesslin Holdings, LLC (“Developer”) are owners of the proposed Angelview Neighborhood Planned Development and Major Subdivision; and

WHEREAS, on January 7, 2025 the City Council approved Ordinance No. 2024-22 for the Angelview Neighborhood Planned Development and Major Subdivision which consists of two parcels totaling 11.9 acres (“Property”); and

WHEREAS, pursuant to Sections 16-2-60 of the Salida Municipal Code and the conditions set forth in Ordinance 2024-22, the City and the Developer wish to enter into a Subdivision Improvements Agreement to set forth their understanding concerning the terms and conditions for the construction of the development’s public improvements and other improvements; and

WHEREAS, pursuant to Section 16-13-20(g) of the Salida Municipal Code, certain residential developments must also enter into an inclusionary housing agreement with the City Council; and

WHEREAS, the City Council therefore now wishes to approve and execute a Subdivision Improvements Agreement with Developer for the Holman Court Planned Development and Major Subdivision; and

WHEREAS, upon such approval, city staff shall be permitted to correct non-substantive errors, typos and inconsistencies that may be found in the Agreement, as approved by the Mayor.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Salida that: The Subdivision Improvements Agreement for the Angelview Neighborhood Planned Development and Major Subdivision, attached hereto and incorporated herein as “Exhibit A” is hereby approved.

RESOLVED, APPROVED AND ADOPTED on this 15th day of April, 2025.

CITY OF SALIDA, COLORADO

Mayor Dan Shore

(SEAL)
ATTEST:

City Clerk/Deputy City Clerk

ATTACHMENT A

**Subdivision Improvement Agreement
for
Angelview Neighborhood Planned Development and Major Subdivision
With Exhibits A - J**

ATTACHMENT A

SUBDIVISION IMPROVEMENT AGREEMENT Angelview Neighborhood Planned Development and Major Subdivision

THIS SUBDIVISION IMPROVEMENT AGREEMENT (the "Agreement") is made and entered into this ___ day of _____, 2025, by and between the **City of Salida**, , a Colorado statutory city ("City"), and **Harder-Diesslin Holdings, LLC** ("Developer") (each a "Party" and together the "Parties").

Section 1 - Recitals

- 1.1 The Developer contends that it is the fee title owner of certain lands known as Angelview Neighborhood Planned Development and Major Subdivision (the "Project"), and more particularly described in **Exhibit A** (Angelview Neighborhood Planned Development Plan) and **Exhibit B** (Angelview Neighborhood Major Subdivision Plat), which are incorporated herein by this reference (the "Property"). The Property is located within the boundaries of the City.
- 1.2 The Developer received Planned Development overlay approval and approval for a Major Subdivision totaling 11.9 acres with 42 residential lots, 3 outlots, and 6 HOA community owned lots and a public park as shown in **Exhibit A** and zoned R-3 on January 7, 2025 when City Council adopted Ordinance 2024-22 on second reading.
- 1.3 Section 16-2-60 of the Salida Municipal Code requires that the applicants enter into development and subdivision improvements agreements with the City. Pursuant to Section 16-13-20 (g) of the Land Use Code, residential developments must enter into an inclusionary housing development agreement with the City Council. Such agreements may be part of a development improvements and/or subdivision improvements agreement. The agreement shall address the total number of units; the number of affordable units provided; standards for parking, density and other development standards for projects meeting the requirements.
- 1.4 Pursuant to Section 16-2-60 of the Land Use Code, the City and the Developer wish to enter into this Agreement to set forth their understanding concerning requirements of the Project including fees; provision of park land; right-of-way and other public improvements to be constructed and installed on the Property in association with the Developer's activities under any building permit issued under the Permit Application, if approved ("Building Permit").
- 1.5 The development plan for the Angelview Neighborhood Planned Development will be recorded at the Chaffee County Recorder's Office at which time the **reception number** shall be noted here with the recoding of this document:_____.
- 1.6 The City wishes to advance development within municipal boundaries in accordance with the City of Salida Comprehensive Plan adopted April 16, 2013, as it may be amended.
- 1.7 The City has determined that this Agreement is consistent with the City of Salida 2013 Comprehensive Plan and all applicable City Ordinances and regulations.
- 1.8 The City and the Developer acknowledge that the terms and conditions hereinafter set forth are reasonable, within the authority of each to perform, and consistent with the City of Salida Comprehensive Plan.

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

Section 2 – Definitions

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

- 2.1** “Agreement” means this Development Improvements; Subdivision Improvements; and Inclusionary Housing Agreement. The Recitals in Section 1 above are fully incorporated into this Agreement and made a part hereof by this reference.
- 2.2** “Affordable Housing” means units that are permanently deed restricted to be sold or rented. The prices for sale or rents charged for permanently affordable priced dwelling units shall not exceed a price that is affordable to a household earning the applicable percentage of Area Median Income (AMI) for Chaffee County as specified by city ordinance.
- 2.3** “Building Permit” means any approved building permit issued under the Permit Application.
- 2.4** “City” means the City of Salida, a Colorado statutory City.
- 2.5** “City Administrator” means the City Administrator of the City of Salida, and the City Administrator’s designee.
- 2.6** “City Code” means the City of Salida Municipal Code.
- 2.7** “City Council” means the City Council of the City of Salida, Colorado.
- 2.8** “Dark Sky-Compliant” means lighting in compliance with Section 16-8-100 of the Land Use Code and intended to protect the night sky from nuisance glare and stray light from poorly aimed, poorly placed, poorly maintained, or poorly shielded light sources.
- 2.9** “Developer” means Harder-Diesslin Holdings, LLC and their successor(s)-in-interest and future owners with respect to the Property.
- 2.10** “Development” means all work on the Property required to transform the Property into the Angelview Neighborhood Planned Development and Major Subdivision approved by the City by means of Ordinance 2024-22) (**Exhibit C**) and Resolution 2023-39 (**Exhibit D**). The term “Development” includes, without limitation, the demolition of existing structures; grading; construction of new structures; and construction of improvements, including without limitation streets, signage, landscaping, drainage improvements, sidewalks, utilities, park facilities; and other improvements. When the context so dictates, the verb “Develop” may be used in place of the noun “Development.”
- 2.11** “Drainage Plan” means the drainage system designed for the subdivision in accordance with Section 16-8-60 of the Land Use Code.
- 2.12** “Easement Lands” means all real property to be dedicated to the City hereunder in the form of

easements.

- 2.13** “Effective Date” means the date on which City Council adopted a resolution approving the execution of this Agreement. On the Effective Date, this Agreement will become binding upon and enforceable by the City and the Developer.
- 2.14** “Force Majeure” means acts of God, fire, abnormal weather, explosion, riot, war, labor disputes, terrorism, or any other cause beyond the applicable Party’s reasonable control. A lack of money or inability to obtain financing does not constitute Force Majeure.
- 2.15** “Land Use Code” means the City’s Land Use and Development Code, Title 16 of the City Code.
- 2.16** “Native Vegetation” means “native plant” as defined in the Colorado Noxious Weed Act, C.R.S. § 35-5.5-103(15).
- 2.17** “Noxious Weed” takes the meaning given to that term in the Colorado Noxious Weed Act, C.R.S. § 35-5.5-103(16).
- 2.18** “Other Required Improvements Warranty Period” means a period of two years from the date that the City Engineer or the City Engineer’s designee, in accordance with the terms and conditions of paragraph 5.9 below, approves the Required Improvements that are not Public Improvements, and certifies their compliance with approved specifications.
- 2.19** “Park Improvements” means the means the public park improvements that the Developer is required to make to the Property in association with the Developer’s activities under the Permit Application and the Building Permit, including without limitation improvements for roads, signage, landscaping, drainage improvements, sidewalks, and utilities.
- 2.20** “Performance Guarantee” means cash, a letter of credit, a cash bond, a performance bond, or other security acceptable to the City Attorney to secure the Developer’s construction and installation of the Required Improvements, in an amount equal to 125% of the estimated cost of said Required Improvements.
- 2.21** “Permit Application” means the Developer’s full and complete application for a building permit for any residential units to be constructed on the Property. The Permit Application is on file in the office of the City Administrator and is fully incorporated herein and made a part hereof by this reference.
- 2.22** “Property” means the land that is known as the “Angelview Neighborhood Planned Development and Major Subdivision” and described in **Exhibit A** and **Exhibit B**.
- 2.23** “Public Improvements” means Required Improvements constructed and installed by the Developer and dedicated to the City in accordance with this Agreement, including without limitation water mains, water service lines, water laterals, fire hydrants, and other water distribution facilities; irrigation lines and facilities; wastewater collection mains, lines, laterals, and related improvements; drainage facilities in public rights-of-way; handicap ramp improvements; and required curbs, sidewalks, and street improvements.

- 2.24** “Public Improvements Warranty Period” means a period of one year from the date that the City Engineer or City Engineer’s designee, in accordance with the terms and conditions of paragraph 5.9 below, approves the Public Improvements and certifies their compliance with approved specifications.
- 2.25** “Reimbursable Costs and Fees” means all fees and costs incurred by the City in connection with the City’s processing and review of the Development Plan, Subdivision Plat, Permit Application and the Building Permit; and the City’s drafting, review, and execution of this Agreement.
- 2.26** “Required Improvements” means the public and other improvements that the Developer is required to make to the Property in association with the Developer’s activities under the Permit Application and the Building Permit, including without limitation improvements for roads, signage, landscaping, drainage improvements, sidewalks, and utilities.
- 2.27** “Subdivision Plat” means Angelview Neighborhood Major Subdivision Plat of the Property approved by Ordinance 2024-22.
- 2.28** “Water Facilities” means the water main, service line, and all other appurtenances and necessary components of the water distribution system to be constructed by the Developer to extend City water service to the Property.

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

Section 3 – Purpose of Agreement and Binding Effect

- 3.1** Angelview Neighborhood Planned Development and Major Subdivision. The Angelview Neighborhood Planned Development and Major Subdivision is a residential project consisting of residential uses in conformance with specific requirements stated in Ordinance 2024-22. The Developer intends to develop the project including a major subdivision of 42 lots which currently includes 19 single-family residences, 18 duplex buildings (36 units), 4 townhomes (8 units) and 10 multi-family buildings (52 units) for a total of 115 residential units. Accessory dwelling units are permitted to be constructed in accordance with the Municipal Code at the time of building permit submittal. The Project also includes dedication to the City of Salida of a 0.72-acre public park, a 0.31-acre public park easement and Shepherd Road and Tenderfoot Road rights-of-way, along with associated public improvements.
- 3.2** Contractual Relationship. The purpose of this Agreement is to establish a contractual relationship between the City and the Developer with respect to the improvements the Developer is required to make to the Property in association with the Developer’s activities under the Permit Application and the Building Permit, and to establish terms and conditions for such improvements. The terms, conditions, and obligations described herein are contractual obligations of the Parties, and the Developer waives any objection to the enforcement of the terms of this Agreement as contractual obligations.
- 3.3** Binding Agreement. This Agreement benefits and is binding upon the City, the

Developer, and the Developer's successor(s). The Developer's obligations under this Agreement constitute a covenant running with the Property.

- 3.4 Reservation. In the event there are material changes to the Property, and notwithstanding anything to the contrary herein, the City reserves the right to require new terms, conditions, or obligations with respect to the Required Improvements for the Property.

Section 4 – Development of Property

- 4.1 The City agrees to the Development of the Property, and the Developer agrees that it will Develop the Property, only in accordance with the terms and conditions of this Agreement and all requirements of the City Code; Ordinance 2024-22; Resolution 2023-39; and all other applicable laws and regulations, including without limitation all City Ordinances and regulations, all State statutes and regulations, and all Federal laws and regulations.
- 4.2 The approval of the planned development overlay and major subdivision by the City Council on January 2, 2024 constitutes approval of the site specific development plan and establishment of vested property rights for the project per Section 16-2-20 of the Code. An established vested property right precludes any zoning or land use action by the City or pursuant to an initiated measure which would alter, impair, prevent, diminish, impose a moratorium on development, or otherwise delay the development or use of the property as set forth in the approved site specific development plan.

Section 5 – Terms and Conditions for Development of Property

- 5.1 Other Applicable Laws and Regulations. All terms and conditions imposed by this Agreement are in addition to and not in place of any and all requirements of the City Code as it may be amended, including without limitation the Land Use Code, and all other applicable laws and regulations, including all City Ordinances and regulations, all State statutes and regulations, and all Federal laws and regulations.
- 5.2 Submittals to and Approvals by City Administrator. Unless this Agreement specifically provides to the contrary, all submittals to the City in connection with this Agreement must be made to the City Administrator. In addition, unless this Agreement specifically provides to the contrary, the City Administrator and/or City Council must provide all approvals required of the City in connection with this Agreement.
- 5.3 Public Improvements. The Developer shall complete the construction and installation, at no cost to the City, of all public improvements required for the Development in compliance with Salida Municipal Code. The public improvements must be designed, built and installed in conformity with City of Salida standards as per: Public Works Design Criteria Manual for Water, Sewer, Stormwater and Streets; Standard Specifications for Construction, and Park Construction Standards Specification. All improvements must be designed and approved by a registered professional engineer retained by the Developer. A building permit shall not be issued nor shall building commence unless and until these conditions have been complied with in

accordance with the Phasing Plan (**Exhibit F**) and as approved by the City.

- 5.4 Required Public Improvements. The Angelview Neighborhood Civil Engineering Plans and Cost Estimate (**Exhibit E**) and Angelview Park Landscape Construction Documents Design Development Set (**Exhibit H**), which are incorporated herein by this reference, provide a detailed list of the Required Improvements for which the Developer is responsible, along with the reasonably estimated costs to complete construction and installation of those Required Improvements, including both labor and materials.

5.4.1 The cost estimate for public right-of-way improvements (**Exhibit E.1**) is based on public improvements to be constructed per Civil Engineering Construction drawings as prepared by The Crabtree Group and dated February 2025. The Required Improvements must be designed, built, and installed in conformity with the City's Standard Specifications for Construction, as those Standard Specifications may be amended, and must be designed, approved, and stamped by a registered professional engineer retained by the Developer. Before the Developer's commencement of construction or installation of the Required Improvements, the City Engineer or City Engineer's designee must review and approve the drawings and plans for such improvements. In addition to warranting the Required Improvements as described in paragraph 5.10 below, the Developer shall perform routine maintenance on the Public Improvements for the duration of the Public Improvements Warranty Period and on the other Required Improvements for the duration of the Other Required Improvements Warranty Period.

5.4.2 The cost estimate for the Park Improvements (**Exhibit I**) is a preliminary estimate prepared by the City. The Required Improvements must be designed, built, and installed in conformity with the City's Park Construction Standards and Specifications, as may be amended, and must be designed by a registered professional landscape architect retained by the Developer. Before the Developer's commencement of construction or installation of the Required Improvements, the City Engineer or City Engineer's designee must review and approve the drawings and plans for such improvements. In addition to warranting the Required Improvements as described in paragraph 5.10 below, the Developer shall perform routine maintenance on the Public Improvements for the duration of the Public Improvements Warranty Period and on the other Required Improvements for the duration of the Other Required Improvements Warranty Period.

5.4.3 Phasing. The Required Improvements shall be installed in compliance with the Angelview Neighborhood Major Subdivision Phasing Plan (**Exhibit F**). Specific phasing requirements are as follows:

- a. Building permits. Building permits will be reviewed only upon completion of public utilities and road (pavement, curb & gutter) for each phase as indicated. Sidewalks and street trees may be delayed (with appropriate financial security and approval of the Public Works Director) but must be approved prior to a request for a Certificate of Occupancy in the corresponding phase.
- b. Construction of Park Improvements. Final Park Improvement

construction documents shall be completed by 6/1/2026 or prior to issuance of a building permit for Phase 2B, with a target construction completion date of 9/1/2026 for the Park Improvements . Up to 43% (49 of 115) of the total planned units within Phases 1, 1A, 1B, and 2A may receive a Certificate of Occupancy prior to completion of Park Improvements. No additional units shall receive a Certificate of Occupancy until all Park Improvements are completed and accepted by the City.

- 5.4.4 Other Utilities. Other (non-city) public and private utilities shall be installed generally as represented on the Angelview Neighborhood Major Subdivision Utility Plan (**Exhibit G**).
- 5.4.5 Park Improvements. As per Ordinance 2024-22, the public park ("Park 1") and Park Improvements shall be constructed by the Developer in accordance with the Park Concept Plan (Angelview Park Landscape Construction Documents Design Development Set - **Exhibit H**). The cost of construction of the Park Improvements, as agreed to by the Developer and the City shall be deducted from the required Park and Open Space Fee-in-lieu of \$322,000 which shall be the maximum amount expended by Developer for the construction of the Park, as long as all key program elements included on the conceptual park plan (**Exhibit H**) are met and the work is performed in accordance with the City of Salida Park Construction Standards and Specifications, as amended and as acceptable to the City Parks and Recreation Director. Any remaining balance shall be paid by the Developer to the City for use in future park development, as determined by the Director of Parks and Recreation. The public park and all Park Improvements shall be dedicated to the City and all Park Improvements shall be warrantied for a period of 2 years from the date of acceptance by the City.
- 5.5 Grading and Erosion Control. The Developer shall meet the requirements of Sec. 16-8-70 of the Salida Municipal Code and shall make every effort to minimize, mitigate, and abate mud tracking, dust, and other nuisances that may impact surrounding properties.
- 5.6 Construction Standards. The Developer shall ensure that all construction is performed in accordance with this Agreement and with the City's rules, regulations, requirements, criteria, and standards governing such construction, as they may be amended.
- 5.7 Observation of Development and Inspection of Required Improvements. The City may observe all Development on the Property and may inspect and test each component of the Required Improvements. Consistent with Section 16-2-20(r) of the Land Use Code, the Developer shall reimburse the City for all costs associated with the City's observation of Development on the Property and inspection of the Required Improvements, and the City shall not give its written approval of the Required Improvements, as described in paragraph 5.8 below, until such costs have been reimbursed. Such observation and inspection may occur at any point before, during, or upon completion of construction.
- 5.8 City Engineer's Written Approval of Required Improvements. At the Developer's request, the City Engineer or the City Engineer's designee shall inspect the Required

Improvements to ascertain whether they have been completed in conformity with the approved plans and specifications. The City Engineer or the City Engineer's designee shall confirm in writing the date(s) on which (i) individual Required Improvements have been completed in conformity with the approved plans and specifications, and (ii) all Public Improvements have been completed in conformity with the approved plans and specifications. The Developer shall make all corrections necessary to bring the Required Improvements into conformity with the approved plans and specifications.

- 5.9 Performance Guarantee. Before commencement of any further construction on the Required Improvements, the Developer shall furnish the City with an effective Performance Guarantee in the amount of 125% of the total estimated cost of completing the Required Improvements, as shown on **Exhibit E.1**. The total estimated cost of completing the Required Improvements, including both labor and materials, is \$1,221,379.00. Therefore, the Performance Guarantee must be in an amount equal to \$1,526,723.75.

5.9.1 The Performance Guarantee must provide for payment to the City upon demand, based upon the City's written certified statement that the Developer has failed to construct, install, maintain, or repair, as required by this Agreement, any of the Required Improvements.

5.9.2 The Developer shall extend or replace the Performance Guarantee at least thirty days prior to its expiration. In the event that the Performance Guarantee expires, or the entity issuing the Performance Guarantee becomes non-qualifying, or the City reasonably determines that the cost of the Required Improvements is greater than the amount of the Performance Guarantee, then the City shall give written notice to the Developer of the deficiency, and within thirty days of receipt of such notice, the Developer shall provide the City an increased or substituted Performance Guarantee that meets the requirements of this paragraph 5.9 and the Land Use Code.

5.9.3 Upon completion of portions of the Required Improvements ("Completed Improvements"), the Developer may apply to the City for a release of part of the Performance Guarantee. Any such application must include submittal of as-built drawings and a detailed cost breakdown of the Completed Improvements. Upon the City Engineer's inspection and written approval of the Completed Improvements, the City Council may authorize a release of the Performance Guarantee in the amount of 75% of the documented cost of the Completed Improvements in accordance with the approved Phasing Plan (**Exhibit F**).

5.9.4 Upon the City Engineer's inspection and written approval of all Required Improvements as per **Exhibit E** and in accordance with the approved Phasing Plan (**Exhibit F**), the City Council may authorize a release of the Performance Guarantee in the amount of 90% of the total estimated cost of all Required Improvements

5.9.5 Upon the expiration of both the Public Improvements Warranty Period and the Other Required Improvements Warranty Period described in paragraph 5.11 below, the Developer's correction of all defects discovered during such periods,

and the City's final acceptance of the Public Improvements in accordance with paragraph 5.12 below, the City Council shall authorize a full release of the Performance Guarantee.

- 5.9.6 Failure to provide or maintain the Performance Guarantee in compliance with this paragraph will constitute an event of default by the Developer under this Agreement. Such default will be subject to the remedies, terms, and conditions listed in Section 8 below, including without limitation the City's suspension of all activities, approvals, and permitting related to the Subdivision Plats or Development Plan.
- 5.10 Conveyance of Public Improvements. Within twenty-eight days of the City's final acceptance of the Public Improvements in accordance with paragraph 5.12 below, the Developer shall, at no cost to the City, do the following:
- 5.10.1 Developer shall provide a written request to the Public Works Director for final inspection of improvements. Upon successful completion of acceptance requirements, the Public Works Director will provide to the Developer a Letter of Acceptance.
- 5.10.2 Deliver to the City all engineering designs, current surveys, current field surveys, and as-built drawings and operation manuals for the Public Improvements and for all improvements made for utilities or make reasonable provision for the same to be delivered to the City. The legal description of all utility service easements must be prepared by a registered land surveyor at the Developer's sole expense.
- 5.11 Warranty. The Developer shall warrant the Public Improvements for one year from the date that the City Engineer, in accordance with paragraph 5.8 above, approves the Public Improvements and certifies their compliance with approved specifications ("Public Improvements Warranty Period"). The Developer shall warrant all other Required Improvements for a period of two years from the date that the Director of Public Works, in accordance with paragraph 5.8 above, approves the other Required Improvements and certifies their compliance with approved specifications ("Other Required Improvements Warranty Period"). In the event of any defect in workmanship or quality during the Public Improvements Warranty Period or the Other Required Improvements Warranty Period, the Developer shall correct the defect in workmanship or material. In the event that any corrective work is performed by the Developer during either Warranty Period, the warranty on said corrected work will be extended for one year from the date on which it is completed. Should the Developer default in its obligation to correct any defect in workmanship or material during either the Public Improvements Warranty Period or the Other Required Improvements Warranty Period, the City will be entitled to draw on the Performance Guarantee and/or to pursue any other remedy described in Section 8 below.
- 5.12 Final Acceptance of Public Improvements. Upon expiration of the Public Improvements Warranty Period, and provided that any breaches of warranty have been cured and any defects in workmanship and/or materials have been corrected, the City shall issue its final written acceptance of the Public Improvements. Thereafter, the City shall maintain such Public Improvements.

- 5.13 Inspection Distinguished from Approval. Inspection, acquiescence, and/or verbal approval by any City official of construction on the Property, at any particular time, will not constitute the City's approval of the Required Improvements as required hereunder. Such written approval will be given by the City only in accordance with paragraph 5.11 above.
- 5.14 Revegetation. Any area disturbed by construction must be promptly revegetated with Native Vegetation following completion of such work unless a building permit application has been requested for such area. In addition, the Developer shall control all Noxious Weeds within such area to the reasonable satisfaction of the City.
- 5.15 Local Utilities. In addition to the Required Improvements, the Developer shall install service lines for both on-site and off-site local utilities necessary to serve the Property, including without limitation service lines for telephone, electricity, natural gas, cable television, and streetlights. The Developer shall install such service lines underground to the maximum extent feasible. If such lines are placed in a street or alley, they must be in place prior to surfacing.
- 5.16 As required by the approved Angelview Neighborhood PD Plan, site layout and landscape plans for Lot 21 and Lot 28 (all multi-family development) providing all parking, landscaping, barrier-free parking, trash enclosure, and other improvements meeting the requirements of the Salida Land Use Code shall be submitted for review and approval at the time of building permit submittal for same. The Developer or homeowner's association shall be responsible for the warranty and maintenance of these improvements.
- 5.17 Drainage Improvements. As shown on **Exhibit E**, certain of the Required Improvements are drainage improvements.
- 5.17.1 In accordance with Section 16-8-60 of the Land Use Code, the Developer shall retain a registered professional engineer to prepare a drainage study of the Property and to design a drainage system according to generally accepted storm drainage practices.
- 5.17.2 All site drainage, including drainage from roof drains, must be properly detained and diverted to the drainage system approved in the drainage plan before any certificate of occupancy will be issued for the Property.
- 5.17.3 All drainage improvements within public rights-of-way will be dedicated to the City as Public Improvements. All drainage improvements on private property will be maintained by the Developer or a Homeowner Association, subject to easements to allow the City access in the event that the Developer fails to adequately maintain the drainage facilities.
- 5.18 Slope Stabilization. Any slope stabilization work must be performed in strict compliance with applicable law, including City Ordinances and regulations, State statutes and regulations, and Federal law and regulations. The City will determine on a case-by-case basis whether additional requirements apply to slope stabilization work.

- 5.19 Blasting and Excavation. Any removal of rock or other materials from the Property by blasting, excavation, or other means must be performed in strict compliance with applicable law, including City Ordinances and regulations, State statutes and regulations, and Federal law and regulations. The City will determine on a case-by-case basis whether additional requirements apply to blasting and excavation work.
- 5.20 Trash, Debris, and Erosion. During construction, the Developer shall take all necessary steps to control trash, debris, and erosion (whether from wind or water) on the Property. The Developer also shall take all necessary steps to prevent the transfer of mud or debris from construction sites on the Property onto public rights-of-way. If the City reasonably determines and gives the Developer written notice that such trash, debris, or erosion causes or is likely to cause damage or injury, or creates a nuisance, the Developer shall correct any actual or potential damage or injury and/or abate such nuisance within five working days of receiving such written notice.

When, in the opinion of the City Administrator or Chief of Police, a nuisance constitutes an immediate and serious danger to the public health, safety, or welfare, or in the case of any nuisance in or upon any street or other public way or public ground in the City, the City has authority to summarily abate the nuisance without notice of any kind consistent with Section 7 - 1-60 of the City Code. Nothing in this paragraph limits or affects the remedies the City may pursue under Section 8 of this Agreement.

- 5.21 Compliance with Environmental Laws. During construction, the Developer shall comply with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including solid waste requirements; and shall comply with all requirements pertaining to the disposal or existence of any hazardous substances, pollutants, or contaminants as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder.
- 5.22 Fees. The Developer shall pay to the City the fees described below at the time set forth below:
- 5.22.1 Developer's Reimbursement of Processing Fees. The Developer shall reimburse the City for all fees and actual costs incurred by the City in connection with the City's processing and review of the Permit Application and the Building Permit; and the City's drafting, review, and execution of this Agreement ("Reimbursable Costs and Fees"). The Reimbursable Costs and Fees include but are not limited to the City's costs incurred for engineering, surveying, and legal services, including the services of outside City consultants and/or counsel; recording fees; printing and publication costs; and any and all other reasonable costs incurred by the City.
- 5.22.2 Work by City staff other than City Attorney. Reimbursable Costs and Fees attributable to work completed by City staff, not including the City Attorney, will be determined based on the fee schedule attached to the City's then-effective Fee Schedule. The fee schedule in effect as of the date of this Agreement is attached as **Exhibit J**.

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

5.22.4 Amounts due and unpaid. Interest will be imposed at rate of 1.5% per month on all balances not paid to the City within 30 days of the effective date of the City's invoicing of the Developer for the Reimbursable Costs and Fees, with that effective date determined in accordance with the notice provisions of paragraph 11.6 below. In addition to any and all remedies available to the City and in the event the City is forced to pursue collection of any amounts due and unpaid under this provision or under this Agreement, the City shall be entitled to collect attorneys' fees and costs incurred in said collection efforts in addition to the amount due and unpaid.

5.22.5 Currently existing fees. Payment of Currently Existing Fees as a Condition of Development. The Developer shall pay to the City any fees required to be paid under this Agreement or the currently existing City Code, regardless of whether the relevant provisions of the City Code are later amended, repealed, or declared to be invalid. Payment of such fees pursuant to this Agreement is agreed to by and between the Parties as a condition of the Development.

5.23 Lighting. All lighting on the Property must be Dark-Sky Compliant and must conform to Section 16-8-100 of the Land Use Code and all other applicable City Ordinances in effect at the time of permitting.

Section 6 – Construction Schedule

6.1 Construction Schedule. Attached **Exhibit F**, which is incorporated herein by this reference, provides the schedule according to which construction will occur, including construction and installation of all Required Improvements ("Construction Schedule"). The Developer shall complete construction of each phase described in **Exhibit E** in compliance with the timetable included in the Construction Schedule. If the Developer fails to commence or to complete any phase of construction and installation of the Required Improvements in compliance with the Construction Schedule, the City will take action in accordance with Section 16-2-60(e) of the Land Use Code.

6.2 Site Restoration. If the Developer fails to commence or complete construction in accordance with the Construction Schedule, the Developer nonetheless shall complete all site restoration work necessary to protect the health, safety, and welfare of the City's residents and the aesthetic integrity of the Property ("Site Restoration Improvements"). Site Restoration Improvements will include, at minimum, all excavation reclamation, slope stabilization, and landscaping improvements identified as Required Improvements on **Exhibit E**.

6.3 Force Majeure. If the Developer fails to commence or complete construction in accordance with the Construction Schedule due to Force Majeure, the City shall extend the time for completion by a reasonable period. In such an event, the City and the Developer shall amend the Construction Schedule in writing to memorialize such

extension(s).

Section 7 – Inclusionary Housing

As stipulated in **Ordinance 2020-01** no inclusionary housing is required to be provided.

Inclusionary Housing requirement from
CONFLUENT PARK PLANNED DEVELOPMENT - ORDINANCE 2020-01

3.14 INCLUSIONARY HOUSING

A 2.5-acre lot shall be designated for development of 50 or more rental units deed restricted to 60% or less AMI for 30 years using Low-Income Housing Tax Credits (LIHTC). At 6.25%, these 50 units meet the inclusionary zoning requirement for the next 750 units built by Harder-Diesslin Development within Confluent Park, and future phases of Angelview Subdivision (see Figure 2). Maximum possible buildout of Confluent Park is 289 units. This leaves $750 - 289 = 461$ units for Angelview. Therefore, Angelview shall be entitled to inclusionary housing development standards if it is 461 or less units.

Section 8 – Default by Developer and City’s Remedies

- 8.1 **City’s Remedies on Developer’s Default.** In the event of the Developer’s default with respect to any term or condition of this Agreement, the City may take any action necessary or appropriate to enforce its rights, including without limitation any or all of the following:
- 8.1.1 The refusal to issue any further building permits or a certificate of occupancy to the Developer.
 - 8.1.2 The revocation of any building permit previously issued and under which construction directly related to such building permit has not commenced; provided, however, that this remedy will not apply to a third party.
 - 8.1.3 Suspension of all further activities, approvals, and permitting related to the Permit Application and the Building Permit.
 - 8.1.4 A demand that the Performance Guarantee be paid or honored.
 - 8.1.5 Any other remedy available in equity or at law.
- 8.2 **Notice of Default.** Pursuant to Section 16-2-60(o) of the Land Use Code, before taking remedial action hereunder, the City shall give written notice to the Developer of the nature of the default and an opportunity to be heard before the City Council concerning such default. If the default has not been cured within thirty days of receipt of the notice or the date of any hearing before the City Council, whichever is later, the City will consider whether the Developer has undertaken reasonable steps to timely complete

the cure if additional time is required.

- 8.3 Immediate Damages on Developer's Default. The Developer recognizes that the City may suffer immediate damages from a default. In the event of such immediate damages resulting from the Developer's default with respect to any term or condition of this Agreement, the City may seek an injunction to enforce its rights hereunder.
- 8.4 Jurisdiction and Venue. The District Court of the County of Chaffee, State of Colorado, will have exclusive jurisdiction to resolve any dispute over this Agreement.
- 8.5 Waiver. Any waiver by the City of one or more terms of this Agreement will not constitute, and is not to be construed as constituting, a waiver of other terms. A waiver of any provision of this Agreement in any one instance will constitute, and is not to be construed as constituting, a waiver of such provision in other instances.
- 8.6 Cumulative Remedies. Each remedy provided for in this Agreement is cumulative and is in addition to every other remedy provided for in this Agreement or otherwise existing at law or in equity.

Section 9 – Indemnification and Release

- 9.1 Release of Liability. The Developer acknowledges that the City cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the City Code, City Ordinances, and the laws of the State of Colorado. The Developer further acknowledges that it acts at its own risk with respect to relying or acting upon any representation or undertaking by the City or its officers or agents or their designees. Accordingly, the Developer expressly waives and releases any current or future claims related to or arising from any such representation or undertaking by the City or its officers or agents or their designees. The Developer may rely on approved, executed, and recorded documents and agreements from the City.
- 9.2.1 Indemnification.
 - 9.2.2 The Developer shall indemnify and hold harmless the City, and the City's officers, agents, employees, and their designees, from and against any and all claims, damages, losses, and expenses, including but not limited to attorneys' fees and costs, arising from or in connection with the following: (a) acts or omissions by the Developer, its officers, employees, agents, consultants, contractors, or subcontractors in connection with the Planned Development or the Subdivision Plats or Permit Application, if it is approved, and the Building Permit, if it is issued; (b) the City's required disposal of hazardous substances, pollutants, or contaminants; required cleanup necessitated by leaking underground storage tanks, excavation, and/or backfill of hazardous substances, pollutants, or contaminants; or environmental cleanup responsibilities of any nature whatsoever on, of, or related to the Easement Lands; provided that such disposal or cleanup obligations do not arise from any hazardous substance, pollutant, or contaminant generated or deposited by the City upon the Easement Lands; or (c) any other item contained in this Agreement.

Section 10 – Representations and Warranties

- 10.1 Developer's Representations and Warranties. The Developer hereby represents and warrants to the City that the following are true and correct as of the date of the Developer's execution of this Agreement and will be true and correct as of the Effective Date:
- 10.1.1. Authority. This Agreement has been duly authorized and executed by the Developer as a legal, valid, and binding obligation of the Developer, and is enforceable as to the Developer in accordance with its terms.
 - 10.1.2. Authorized signatory. The person executing this Agreement on behalf of the Developer is duly authorized and empowered to execute and deliver this Agreement on behalf of the Developer.
 - 10.1.3. No litigation or adverse condition. To the best of the Developer's knowledge, there is no pending or threatened litigation, administrative proceeding, or other claim pending or threatened against the Developer that, if decided or determined adversely, would have a material adverse effect on the ability of the Developer to meet its obligations under this Agreement; nor is there any fact or condition of the Property known to the Developer that may have a material adverse effect on the Developer's ability to complete construction on the Property as contemplated under the Permit Application.
 - 10.1.4. Compliance with environmental laws and regulations. To the best of the Developer's knowledge, all Easement Lands to be dedicated to the City hereunder are in compliance with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including solid waste requirements; and all such dedicated property is in compliance with all requirements pertaining to the disposal or existence of any hazardous substances, pollutants, or contaminants as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder.
 - 10.1.5. No conflict. Neither the execution of this Agreement nor the consummation of the transaction contemplated by this Agreement will constitute a breach under any contract, agreement, or obligation to which the Developer is a party or by which the Developer is bound or affected.
- 10.2 City's Representations and Warranties. The City hereby represents and warrants to the Developer that the following are true and correct as of the date of the City's execution of this Agreement and will be true and correct as of the Effective Date:
- 10.2.1 Authority. Upon execution, this Agreement will have been duly authorized by City Council as a legal, valid, and binding obligation of the City, and is enforceable as to the City in accordance with its terms.
 - 10.2.2 Authorized signatory. The person executing this Agreement on behalf of the City is duly authorized and empowered to execute this Agreement on behalf of the

City.

10.2.3 No adverse condition. To the best of the City's knowledge, there is no fact or condition of the Property known to the City that may have a material adverse effect on the Developer's ability to develop the Property as contemplated under the Development Plan or as proposed in the Subdivision Plat.

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

Section 11– General Provisions

11.1 Waiver of Defects. In executing this Agreement, the Developer waives all objections it may have to any defects in the form or execution of this Agreement concerning the power of the City to impose conditions on the Developer as set forth herein. The Developer further waives all objections it may have to the procedure, substance, and form of the ordinances or resolutions of City Council adopting this Agreement.

11.2 Final Agreement. This Agreement supersedes and controls all prior written and oral agreements and representations of the Parties with respect to a Development Improvements Agreement; Subdivision Improvements Agreement; and Inclusionary Housing Agreement associated with development of the Property, and is the total integrated agreement between the Parties with respect to that subject.

11.3 Modifications. This Agreement may be modified only by a subsequent written agreement executed by both Parties.

11.4 Voluntary Agreement. The Developer agrees to comply with all of the terms and conditions of this Agreement on a voluntary and contractual basis.

11.5 Survival. The City's and the Developer's representations, covenants, warranties, and obligations set forth herein, except as they may be fully performed before or on the Effective Date, will survive the Effective Date and are enforceable at law or in equity.

11.6 Notice. All notices required under this Agreement must be in writing and must be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the Parties as set forth below. All notices so given will be considered effective immediately upon hand-delivery, and seventy-two hours after deposit in the United States Mail with the proper address as set forth below. Either Party by notice so given may change the address to which future notices are to be sent.

Notice to the City:

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

Notice to the Developer: Harder-Diesslin Holdings, LLC
130 W. 2nd Street Suite #1
Salida, CO 81201

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

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

CITY OF SALIDA, COLORADO

By

Mayor, Dan Shore

ATTEST:

City Clerk/Deputy City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

Acknowledged, subscribed, and sworn to before me this__day of_____, 2025
by_____, as Mayor, and by_____,
as Clerk, on behalf of the City of Salida, Colorado.

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

Notary Public

DEVELOPER:

Harder-Diesslin Holdings, LLC
Name:
Title:

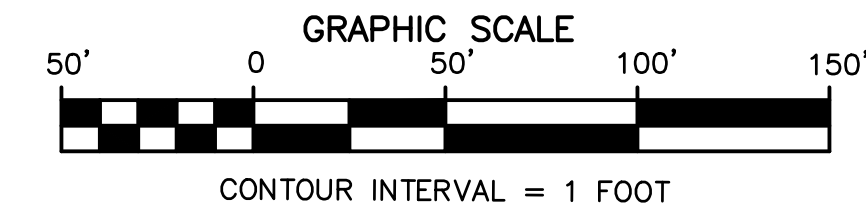
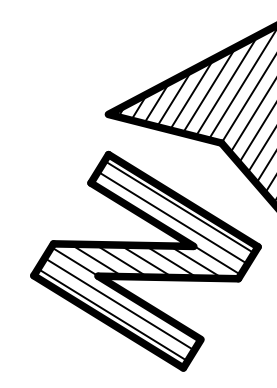
STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

Acknowledged, subscribed, and sworn to before me this____day of_____202____by
_____, as _____ of Harder-Diesslin Holdings, LLC

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

Notary Public

ANGELVIEW NEIGHBORHOOD PLANNED DEVELOPEMENT PLAN



LEGEND

	PROJECT BOUNDARY
	CITY LIMITS
	EXISTING/ADJACENT RIGHT-OF-WAY
	NEW RIGHT-OF-WAY LINE
	EASEMENT LINE
	EASEMENT
	TYPICAL
	CURVE LABEL
	LINE LABEL
	PEDESTRIAN

LAND USE TABLE			
PARCEL NO.	USE	AREA (S.F.)	AREA (ACRES)
SINGLE-FAMILY LOTS			
LOT 11	Single Family	5,085.0	0.12
LOT 12	Single Family	5,085.0	0.12
LOT 13	Single Family	5,085.0	0.12
LOT 14	Single Family	5,085.0	0.12
LOT 15	Single Family	5,085.0	0.12
LOT 16	Single Family	5,085.0	0.12
LOT 17	Single Family	5,281.8	0.12
LOT 23	Single Family	5,662.0	0.13
LOT 24	Single Family	5,651.8	0.13
LOT 25	Single Family	5,103.0	0.12
LOT 26	Single Family	5,498.8	0.13
LOT 33	Single Family	5,075.6	0.12
LOT 34	Single Family	5,076.5	0.12
LOT 35	Single Family	5,043.8	0.12
LOT 38	Single Family	5,074.1	0.12
LOT 39	Single Family	5,325.4	0.12
LOT 40	Single Family	5,246.7	0.12
LOT 41	Single Family	5,111.0	0.12
LOT 42	Single Family	8,225.3	0.19
19 LOTS		101,885.8	2.34
DUPLEX LOTS			
LOT 2	Duplex	6,723.6	0.15
LOT 3	Duplex	7,232.2	0.17
LOT 4	Duplex	8,137.2	0.19
LOT 5	Duplex	6,441.0	0.15
LOT 6	Duplex	6,441.0	0.15
LOT 7	Duplex	6,441.0	0.15
LOT 10	Duplex	6,441.0	0.15
LOT 18	Duplex	5,454.0	0.13
LOT 19	Duplex	5,267.0	0.12
LOT 20	Duplex	7,936.7	0.18
LOT 22	Duplex	7,489.7	0.17
LOT 27	Duplex	8,851.6	0.20
LOT 29	Duplex	7,026.7	0.16
LOT 30	Duplex	7,037.9	0.16
LOT 31	Duplex	7,050.7	0.16
LOT 32	Duplex	7,179.2	0.16
LOT 36	Duplex	7,031.3	0.16
LOT 37	Duplex	7,028.2	0.16
18 LOTS		125,210.0	2.87
MULTI-FAMILY LOTS			
LOT 1	Apartments	33,550.0	0.77
LOT 8	Townhomes	10,848.0	0.25
LOT 9	Townhomes	10,848.0	0.25
LOT 21	Apartments	43,359.4	1.00
LOT 28	Apartments	27,405.2	0.63
5 LOTS		126,010.6	2.89
OPEN SPACE LOTS			
PARK 1	Public Open Space	33,550.0	0.77
HOA 1	Community Open Space	1,130.0	0.03
HOA 2	Community Open Space	678.0	0.02
HOA 3	Community Open Space	4,028.6	0.09
HOA 4	Community Open Space	1,317.1	0.03
HOA 5	Community Open Space	1,302.2	0.03
OUTLOTS	Outlots 1,2,3	25,084.4	0.58
9 LOTS		67,090.2	1.54
ROW	Right-Of-Way	97,375.8	2.24
SITOTOTALS		517,572.5	11.88

PARKS AND OPEN SPACE			
REQUIRED			
UNITS	RATE/UNIT	R'OD AREA (ACRES)	
115	0.02	2.3	
PROVIDED			
	AREA (S.F.)	AREA (ACRES)	
PARK 1	31,324.30	0.72	
PARK EASEMENT (LOT 28)	4,148.43	0.10	
SHEPHERD DR. 8 FT. SUP (3 FT. CREDIT)	2,377.62	0.05	
TENDERFOOT DR. 8 FT. SUP (3 FT. CREDIT)	3,024.93	0.07	
PONCHA AVE. 8 FT. SUP (3 FT. CREDIT)	3,338.07	0.08	
TOTAL		1.01	
FEE IN LIEU			
\$5,000/UNIT X (1-1.01/2.3)	115.00	\$321,250.28	

ARCHITECT:



PRODUCED BY:



OWNER:

(LOT 4 & REC. NO. 422141)
HARDER-DIESSLIN HOLDINGS LLC
130 W 2ND STREET - SUITE 1
SALIDA, CO
PH: (719) 2215000

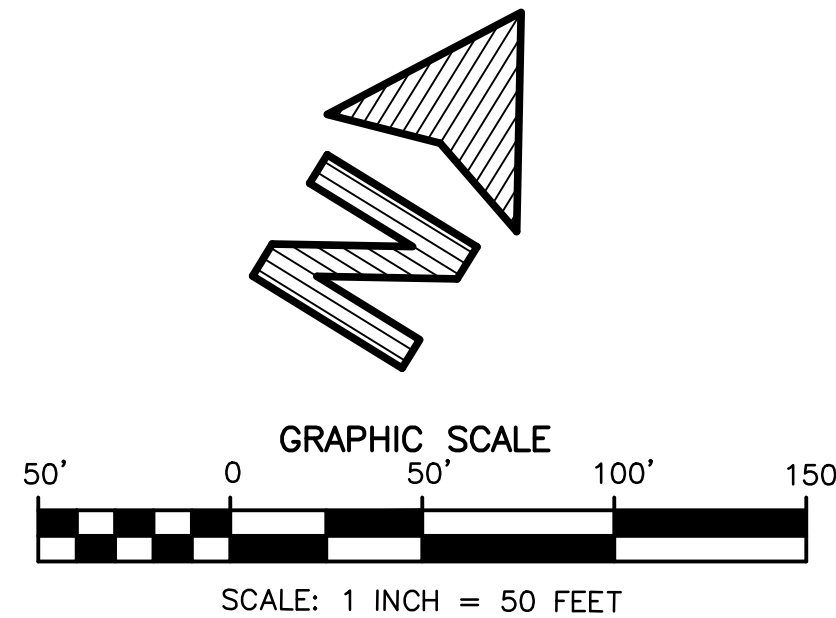
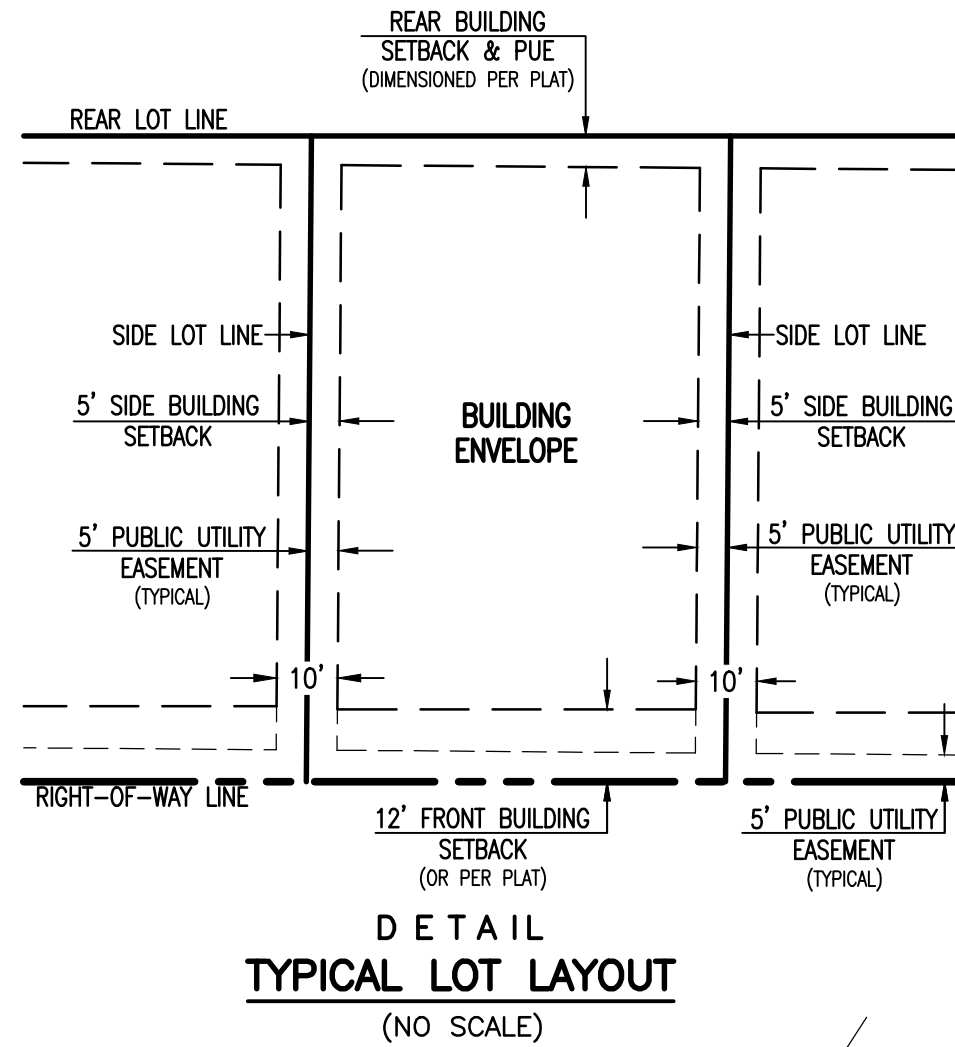
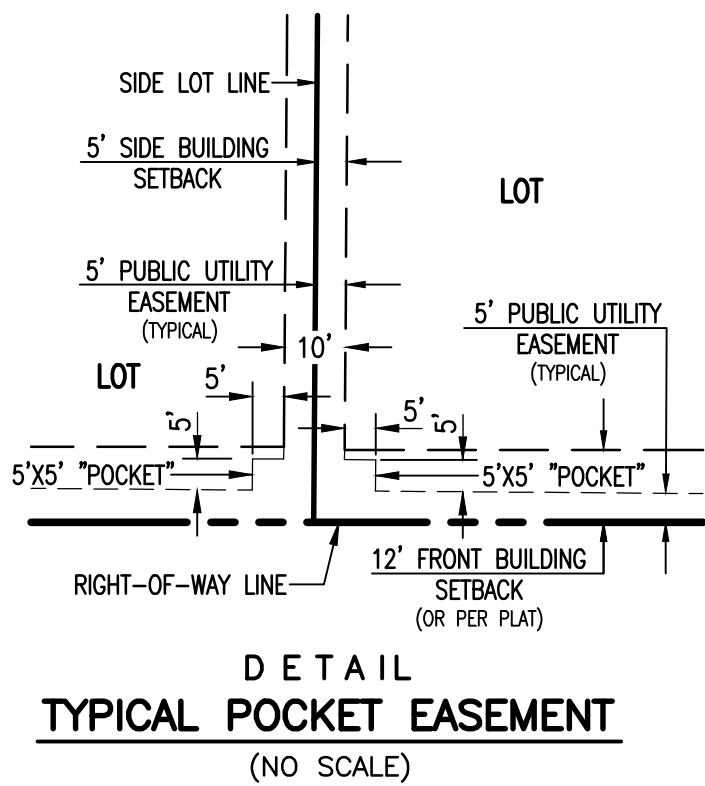
OWNER:

(LOT 5)
ANGLEVIEW APARTMENTS LLC
130 W 2ND STREET - SUITE 1
SALIDA, CO
PH: (719) 2215000

ANGELVIEW NEIGHBORHOOD SUBDIVISION

LOCATED WITHIN
NORTH 1/2 of SECTION 6, T 49 N, R 9 E, N.M.P.M., CITY OF SALIDA
CHAFFEE COUNTY, COLORADO
SHEET 2 OF 2

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S28°21'34"W	12.49
L2	S28°21'34"W	24.38
L3	N28°49'24"W	19.94
L4	S28°49'24"E	9.60
L5	S16°10'05"W	29.42
L6	N61°21'51"W	22.56
L7	S73°35'57"W	33.00
L8	N16°23'52"W	7.59



LEGEND

- PROJECT BOUNDARY
CITY LIMITS
EXISTING/ADJACENT RIGHT-OF-WAY
NEW RIGHT-OF-WAY LINE
EASEMENT LINE
BUILDING SETBACK LINE
EASEMENT
BUILDING SETBACK LINE
TYPICAL
HOMEOWNER'S ASSOCIATION
CURVE LABEL
LINE LABEL
PEDESTRIAN
- ESMT
BSL
(TYP)
HOA
C1
L1
PED.
- DENOTES A RECOVERED 5/8" REBAR WITH A 1" ALUMINUM CAP STAMPED "LS 1776".
● DENOTES A RECOVERED 5/8" REBAR WITH A 1 3/4" STEEL DISC STAMPED "6753".
⊗ DENOTES A RECOVERED 5/8" REBAR WITH A 1 1/2" ALUMINUM CAP STAMPED "LS 16117", UNLESS NOTED OTHERWISE.
○ DENOTES A RECOVERED 1/2" REBAR WITH A 1" PLASTIC CAP STAMPED "PROP CRN 34975".
○ DENOTES A 5/8" X 24" REBAR WITH A 1 1/2" ALUMINUM CAP STAMPED "LS 16117". TO BE SET FOR THIS SURVEY.

CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH	CHORD	CHORD BRNG
C1	100.00	003°44'34"	6.53	6.53	N87°03'31"W
C2	100.00	023°31'30"	41.05	40.76	N73°24'08"W
C3	100.00	017°27'25"	30.47	30.35	N52°54'06"W
C4	100.00	015°21'44"	26.81	26.73	N36°30'25"W
C5	100.00	60°04'46"	104.86	100.42	N58°51'53"W
C6	40.00	60°04'46"	41.94	40.05	S58°51'53"E
C7	437.00	37°10'48"	283.58	278.63	S17°29'31"E
C8	437.00	01°00'54"	7.74	7.74	N00°55'36"E
C9	437.00	06°27'13"	49.22	49.20	N03°11'47"W
C10	437.00	06°33'58"	48.88	48.86	N09°34'29"W
C11	437.00	06°00'37"	45.84	45.82	N15°47'04"W
C12	437.00	01°18'42"	10.00	10.00	N19°26'44"W
C13	437.00	07°04'37"	53.98	53.94	N23°38'24"W
C14	437.00	09°16'21"	70.72	70.64	N31°26'47"W
C15	500.00	37°10'48"	324.46	318.79	N17°29'31"W
C16	500.00	19°54'40"	173.76	172.88	N08°51'27"W
C17	500.00	17°06'08"	150.70	150.13	S27°26'51"E
C18	300.00	00°22'49"	1.99	1.99	N00°53'57"E
C19	300.00	07°05'45"	37.15	37.13	N02°50'18"W
C20	300.00	07°06'47"	37.24	37.22	N09°56'31"W
C21	300.00	06°04'14"	31.78	31.77	N16°32'01"W
C22	300.00	01°54'43"	10.01	10.01	N20°31'29"W
C23	300.00	05°42'26"	29.88	29.87	N24°20'02"W
C24	300.00	04°42'27"	24.65	24.64	N29°29'28"W
C25	300.00	32°59'13"	172.72	170.34	N15°23'44"W

ASSISTED BY:



SHEET 2 OF 2

ANGELVIEW NEIGHBORHOOD SUBDIVISION		
IN LOTS 4 AND 5, ANGLEVIEW MINOR SUBDIVISION, TRACTS IN NE1/4 NW1/4 SEC. 6, CHAFFEE COUNTY	T49N, R9E, N.M.P.M., CITY OF SALIDA	COLORADO
Job Number: J-24-005	HENDERSON LAND SURVEYING CO., INC.	
TPC FILE: J-12-048	203 G STREET, SALIDA, COLORADO	
DRAWN BY: BH, RP	DATE: MAR. 2025	DRAWING NO. L-24-03
CHECKED: MKH		
File Book: 5281, Pgs. 1-32		
DC: TSC3		

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

OWNER:
(LOT 4 & REC. NO. 422141)
HARDER-DIESSLIN HOLDINGS LLC
130 W. 2ND STREET - SUITE 1
SALIDA, CO 81201
PH: 719-221-5000

OWNER:
(LOT 5)
ANGLEVIEW APARTMENTS LLC
130 W. 2ND STREET - SUITE 1
SALIDA, CO 81201
PH: 719-221-5000

CERTIFICATE OF DEDICATION AND OWNERSHIP:

KNOW ALL PERSONS BY THESE PRESENTS THAT HARDER-DIESSLIN DEVELOPMENT GROUP, LLC, BEING THE OWNER OF CERTAIN LAND IN THE CITY OF SALIDA, CHAFFEE COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

Lot 4, Angelview Minor Subdivision in the City of Salida, Chaffee County, Colorado per Plat Filed July 15, 2016 as Reception No. 428085.
AND
A tract of land located in the Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4) of Section 6, Township 44 North, Range 9 East of the New Mexico Principal Meridian, being described as follows: Commencing at the brass cap witness corner to the North 1/4 corner as said Section 6, (said witness corner being North 14.5 feet from said 1/4 corner), thence South 6°16' West (see Note 4) 584.6 feet to the northerly boundary of County Road No. 10 (Now 120) and South 54°07' West along said road boundary 216.65 feet to the point of beginning of the tract herein described, said beginning point and each of the other three tract corners of said tract being marked by a 5/8 inch reinforcing bar 2 feet long driven in the ground and having a one inch aluminum cap; thence proceeding around the tract continuing South 54°07' West along said road boundary 100.0 feet; thence North 35°53' West 125.0 feet; thence North 54°07' East 100.0 feet; thence South 35°53' East 125.0 feet to the point of beginning.
City of Salida, Chaffee County, Colorado.

AND
A tract of land located in the Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4) of Section 6, Township 44 North, Range 9 East of the New Mexico Principal Meridian, described as follows: Commencing at the brass cap witness corner to the North 1/4 corner as said Section 6, (said witness corner being North 14.5 feet from said 1/4 corner), thence South 6°16' West (see Note 4) 584.6 feet to the northerly boundary of County Road No. 10 (Now 120) and South 54°07' West along said road boundary 216.65 feet to the point of beginning of the tract herein described, said beginning point and each of the other three tract corners of said tract being marked by a 5/8 inch reinforcing bar 2 feet long driven in the ground and having a one inch aluminum cap; thence proceeding around the tract continuing South 54°07' West along said road boundary 100.0 feet; thence North 35°53' West 125.0 feet; thence North 54°07' East 100.0 feet; thence South 35°53' East 125.0 feet to the point of beginning.
City of Salida, Chaffee County, Colorado.

AND THAT ANGELVIEW APARTMENTS, LLC, BEING THE OWNER OF CERTAIN LAND IN THE CITY OF SALIDA, CHAFFEE COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

Lot 5, Angelview Minor Subdivision per Plat Filed July 15, 2016 as Reception No. 428085, City of Salida, Chaffee County, Colorado.

DO HEREBY LAY-OUT, PLAT AND SUBDIVIDE THE ABOVE DESCRIBED PROPERTIES INTO LOTS, OUTLOTS, DEDICATED ROADS AND EASEMENTS WITH BEARINGS AND DISTANCES AS SHOWN ON SHEET 2 CONTAINED HEREIN, TO BE KNOWN AS:

ANGELVIEW NEIGHBORHOOD SUBDIVISION

LOCATED WITHIN
LOTS 4 & 5, ANGELVIEW MINOR SUBDIVISION
AND TRACTS IN THE
NE1/4 NW1/4, SEC. 6, T49N, R9E, N.M.P.M.
CITY OF SALIDA
CHAFFEE COUNTY, COLORADO

AND THAT PORTION OF SHEPHERD ROAD AS SHOWN ON THE FILED PLAT OF ANGELVIEW MINOR SUBDIVISION LYING BETWEEN LOTS 4 AND 5 IS HEREBY VACATED AND REPLATTED TO THE LOCATION SHOWN ON SHEET 2 CONTAINED HEREIN.

AND DO HEREBY DEDICATE SHEPHERD ROAD AND TENDERFOOT ROAD TO THE CITY OF SALIDA AS PUBLIC ROAD. THE UNDERSIGNED HEREBY FURTHER DEDICATE TO THE PUBLIC ALL UTILITY EASEMENTS ON THE PROPERTY AS SHOWN AND DESCRIBED ON SHEET 2 CONTAINED HEREIN AND HEREBY FURTHER DEDICATES TO THE PUBLIC UTILITIES THE RIGHT TO INSTALL, MAINTAIN AND OPERATE MAINS, TRANSMISSION LINES, SERVICE LINES AND APPURTENANCES TO PROVIDE SUCH UTILITY SERVICES WITHIN THIS SUBDIVISION OR PROPERTY CONTIGUOUS THERETO, UNDER, ALONG AND ACROSS PUBLIC ROADS AS SHOWN ON THIS PLAT AND ALSO UNDER, ALONG AND ACROSS UTILITY EASEMENTS AS SHOWN ON SHEET 2.

AND "PARK 1" IS HEREBY DEDICATED TO THE CITY OF SALIDA, TO BE OWNED AND MAINTAINED BY THE CITY AS A PUBLIC PARK.

AND LOT 28 SHALL BE SUBJECT TO A 30 FOOT WIDE EASEMENT ALONG THE NORTH BOUNDARY THEREOF FOR THE ADDITIONAL USE OF SAID AREA FOR PUBLIC PARK PURPOSES.

AND OUTLOTS 1, 2 AND 3 WILL SERVE AS DRAINAGE, PEDESTRIAN ACCESS, PARK AND PUBLIC UTILITY EASEMENTS OWNED AND MAINTAINED BY THE ANGELVIEW NEIGHBORHOOD HOME OWNERS ASSOCIATION (HOA).

AND HOA LOTS 1, 2, 4, AND 5 SHALL SERVE AS PUBLIC PEDESTRIAN ACCESS EASEMENTS AND SHALL BE OWNED AND MAINTAINED BY THE ANGELVIEW NEIGHBORHOOD HOME OWNERS ASSOCIATION.

AND HOA LOT 3 SHALL SERVE AS A PUBLIC UTILITY EASEMENT AND PUBLIC ACCESS EASEMENT AND SHALL BE OWNED AND MAINTAINED BY THE ANGELVIEW NEIGHBORHOOD HOME OWNERS ASSOCIATION.

AND LOTS 5-19, INCLUSIVE, AND HOA LOTS 1 AND 2 SHALL BE SUBJECT TO A 5' WIDE ACCESS, DRAINAGE AND UTILITY EASEMENT AS SHOWN ON SHEET 2 CONTAINED HEREIN.

IN ADDITION TO THE TYPICAL 5 FOOT WIDE FRONT PUBLIC UTILITY EASEMENTS, LOTS 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 20, 23, 24, 26, 27, 28, 30, 31, 32, 33, 35, 36, 37, 38, 40, 41 AND 42 SHALL BE SUBJECT TO 5.0 FOOT BY 5.0 FOOT POCKET EASEMENTS FOR PLACEMENT OF PUBLIC UTILITIES, AS SHOWN ON SHEET 2.

AND LOT 2 SHALL BE SUBJECT TO A 3.0 FOOT BY 1.0 FOOT POCKET EASEMENT FOR THE PLACEMENT OF PUBLIC UTILITIES IN ADDITION TO THE TYPICAL FRONT 5.0 FOOT PUBLIC UTILITY EASEMENT, SHOWN SHADED ON SHEET 2.

AND PARK 1 SHALL BE SUBJECT TO A 10.0 FOOT BY 10.0 FOOT POCKET EASEMENT FOR THE PLACEMENT OF PUBLIC UTILITIES IN ADDITION TO THE TYPICAL FRONT 5.0 FOOT PUBLIC UTILITY EASEMENT, AS SHOWN ON SHEET 2.

AND LOT 21 SHALL BE SUBJECT TO TWO 5.0 FOOT BY 10 FOOT POCKET EASEMENTS FOR THE PLACEMENT OF PUBLIC UTILITIES IN ADDITION TO THE TYPICAL FRONT 5.0 FOOT PUBLIC UTILITY EASEMENT, AS SHOWN ON SHEET 2.

AND LOTS 20, 22, 23, 24, 25, 26, 27, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41 AND 42 AND HOA LOTS 4 AND 5 SHALL BE SUBJECT TO 20.0 FOOT WIDE PUBLIC ACCESS AND UTILITY EASEMENTS, AS SHOWN ON SHEET 2.

AND LOTS 1, 2 AND 3 SHALL BE SUBJECT TO A 33 FOOT WIDE PUBLIC ACCESS AND UTILITY EASEMENT, SAID EASEMENT BEING THE SOUTHWESTERLY 6.0 FEET OF LOT 2, THE NORTHEASTERLY 6.0 FEET OF LOT AND THE 21.0 FOOT WIDE FLAG PORTION OF LOT 1.

AND OUTLOT 2 SHALL BE SUBJECT TO A 5.0 FOOT PUBLIC UTILITY EASEMENT ADJACENT TO THE ENTIRE WEST BOUNDARY AND A PORTION OF THE NORTH BOUNDARY OF SAID OUTLOT 2, AS SHOWN ON SHEET 2.

AND THE LOTS SHALL BE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND EASEMENTS FOR ANGELVIEW NEIGHBORHOOD RECORDED AT RECEPTION NO. _____ OF THE CHAFFEE COUNTY RECORDS.

AND THE SUBDIVISION SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE SUBDIVISION IMPROVEMENTS AGREEMENT RECORDED AT RECEPTION NO. _____ OF THE CHAFFEE COUNTY RECORDS.

CERTIFICATE OF STREET AND UTILITY MAINTENANCE:

PUBLIC NOTICE IS HEREBY GIVEN THAT NEITHER THE DEDICATED PUBLIC ROADS NOR THE PUBLIC UTILITIES SHOWN ON PLAT SHEET 2 WILL BE MAINTAINED BY THE CITY OF SALIDA UNTIL AND UNLESS THE SUBDIVIDER CONSTRUCTS THE STREETS AND UTILITIES IN ACCORDANCE WITH A SUBDIVISION AGREEMENT, IF ANY, AND THE SUBDIVISION REGULATIONS IN EFFECT AT THE DATE OF THE FILING OF THIS PLAT, AND APPROVAL OF THE CITY HAS BEEN ISSUED TO THAT EFFECT. WHEN THE CITY APPROVES A STREET OR UTILITY FOR MAINTENANCE, THE STREET OR UTILITY SHALL BECOME PUBLIC IN ALL SENSES OF THE WORD AND THE SUBDIVIDER HAS NO FURTHER OBLIGATIONS IN REGARDS TO THAT PARTICULAR STREET OF UTILITY.

ACKNOWLEDGEMENTS:

IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THESE PRESENTS TO BE EXECUTED ON THIS _____ DAY OF _____, 2024.

HARDER-DIESSLIN DEVELOPMENT, LLC
A COLORADO LIMITED LIABILITY COMPANY

HIGH COUNTRY BANK

WALTER G. HARDER IV, MEMBER (OWNER)
STATE OF COLORADO } ss
COUNTY OF CHAFFEE }

FOR HIGH COUNTRY BANK (MORTGAGEE)

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2024.
WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES _____

NOTARY PUBLIC: _____
ADDRESS: _____

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

ANGELVIEW NEIGHBORHOOD SUBDIVISION

LOCATED WITHIN
LOTS 4 AND 5, ANGELVIEW MINOR SUBDIVISION

AND TRACTS IN THE
NE1/4 NW1/4, SEC. 6, T49 N, R9 E, N.M.P.M.

IN THE
CITY OF SALIDA
CHAFFEE COUNTY, COLORADO
SHEET 1 OF 2

CERTIFICATE OF TITLE INSURANCE COMPANY:

I, _____, A LICENSED TITLE INSURANCE EXAMINER REPRESENTING FIRST AMERICAN TITLE INSURANCE COMPANY IN THE STATE OF COLORADO DO CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE REAL PROPERTY DEDICATED AND SHOWN ON THESE PLATS AND FOUND TITLE VESTED IN HARDER-DIESSLIN DEVELOPMENT, LLC (LOT 4) AND ANGELVIEW APARTMENTS, LLC (LOT 5), FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES, EXCEPT:

TITLE EXAMINER

LAND SURVEYOR'S STATEMENT:

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

DATED THIS _____ DAY OF _____, A.D., 2024.

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

GENERAL LAND SURVEYOR'S NOTES:

- 1) PROPERTY DESCRIPTIONS BASED ON QUIT CLAIM DEEDS RECORDED AT RECEPTION NO. 484781 (LOT 4), RECEPTION NO. 440533 (LOT 5) AND RECEPTION NO. 422141 (PARCELS A & B-TRACTS IN NE1/4 NW1/4 SEC. 6, T49N, R9E, N.M.P.M.)
- 2) RECORD EASEMENT RESEARCH WAS NOT REQUESTED OR PERFORMED, EXCEPT BY REVIEW OF THE FILED PLAT OF ANGELVIEW MINOR SUBDIVISION, RECEPTION NO. 428085.
- 3) DEED LINES ARE BASED ON AFOREMENTIONED PROPERTY DESCRIPTIONS AND ON THE FILED PLAT OF ANGELVIEW MINOR SUBDIVISION (RECEPTION NO. 428085) AND ON THE LOCATIONS OF THE PREVIOUSLY RECOVERED SURVEY MONUMENTS SHOWN AND DESCRIBED ON SHEET 2.
- 4) THE TIE BEARING (S6°16'W) FROM THE WITNESS CORNER CONTAINED IN THE TRACT DESCRIPTIONS DESCRIBED AT RECEPTION NO. 422141 APPEARS TO BE A TYPOGRAPHICAL ERROR, HOWEVER THE DEED CALLS IN SAID DOCUMENT DESCRIBE THE CORNERS OF THE TRACTS AS BEING MARKED BY 5/8" REBAR WITH 1" ALUMINUM CAPS, WHICH MONUMENTS OR THEIR REPLACEMENTS CONTROL THE LOCATION OF THE TRACTS, RESULTING IN A TIE BEARING OF SOUTH 5°16'42" WEST BETWEEN PREVIOUSLY RECOVERED SURVEY MONUMENTS.

DEVELOPMENT NOTES:

- 1) Pursuant to section 16-6-140, Fair Contributions for Public School Sites, as may be amended, a payment in lieu of land dedication for fair contributions for public school sites shall be paid by the owner of each lot within this subdivision prior to issuance of a building permit for any new residence on such lot.
- 2) At the time of development of Angelview Neighborhood Subdivision the developer shall be responsible for the cost to design and install water lines built to then current City of Salida construction standards and specifications for the purpose of looped connection between municipal waterlines located in County Roads 120 and 140.
- 3) At the time of development of Angelview Neighborhood Subdivision the developer shall be responsible for the cost to design and install arterial roadway improvements built to current City of Salida construction standards and specifications.
- 4) The property is zoned High Density Residential (R-3).

IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THESE PRESENTS TO BE EXECUTED ON THIS _____ DAY OF _____, 2024.

ANGELVIEW APARTMENTS, LLC
A COLORADO LIMITED LIABILITY COMPANY

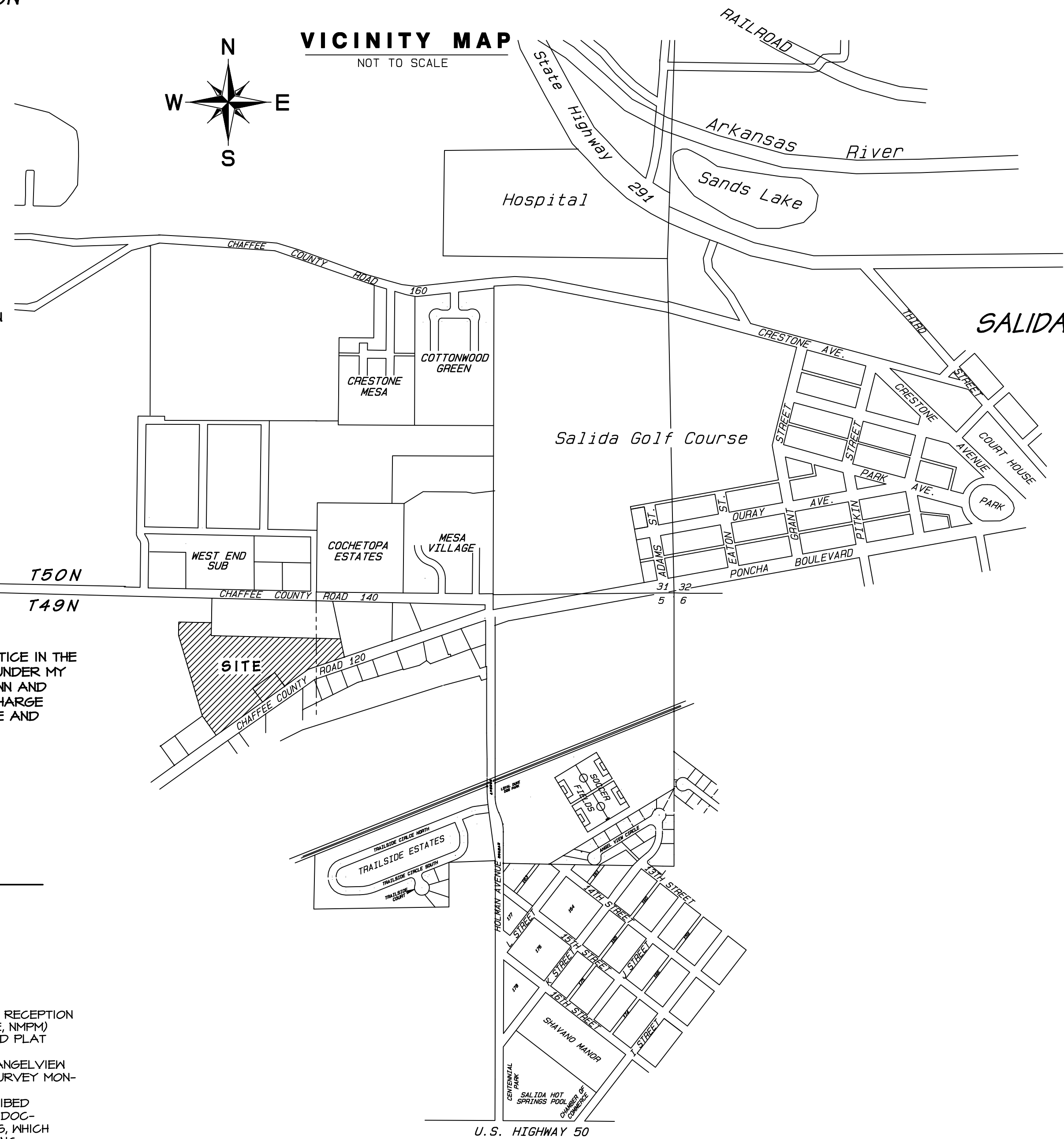
HIGH COUNTRY BANK

WALTER G. HARDER IV, MEMBER (OWNER)
STATE OF COLORADO } ss
COUNTY OF CHAFFEE }

FOR HIGH COUNTRY BANK (MORTGAGEE)

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2024.
WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES _____

NOTARY PUBLIC: _____
ADDRESS: _____



CITY COUNCIL APPROVAL:

THIS PLAT IS APPROVED FOR FILING AND THE CITY OF SALIDA HEREBY ACCEPTS THE DEDICATION OF THE PARK, STREETS AND EASEMENTS SHOWN AND DESCRIBED HEREIN, SUBJECT TO THE PROVISIONS OF "STREET AND UTILITY MAINTENANCE" STATED HEREON.

DATED: _____, 2024.

BY: _____
MAYOR, CITY OF SALIDA

CLERK AND RECORDER'S CERTIFICATE:

THIS PLAT WAS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF CHAFFEE COUNTY, COLORADO AT _____ M. ON THIS _____ DAY OF _____, A.D., 2024 UNDER RECEPTION NO. _____

CHAFFEE COUNTY CLERK & RECORDER

SHEET 1 OF 2

Additions: 11/19/24 M.K.H.
Additions: 11/19/24 M.K.H.

ANGELVIEW NEIGHBORHOOD SUBDIVISION
IN LOTS 4 & 5, ANGELVIEW MINOR SUBDIVISION, TRACTS IN NE1/4 NW1/4 SEC. 6,
CHAFFEE COUNTY T49N, R9E, N.M.P.M., CITY OF SALIDA, COLORADO

Job Number: J-24-005
J-25-001
TRC FILE: J-12-048
DRAWN BY: M.K.H.
TMOO CAD

CHECKED:
Fid. book: 5281, Pgs.
1-33, DS, TSCS

DATE:
10/12/24

DRAWING NO.
L-24-03

**CITY OF SALIDA, COLORADO
ORDINANCE NO. 22
SERIES OF 2024**

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO
APPROVING THE ANGELVIEW MAJOR IMPACT REVIEW FOR A PLANNED
DEVELOPMENT OVERLAY AND MAJOR SUBDIVISION**

WHEREAS, the City of Salida Planning Commission conducted a public hearing on the Major Impact Review Application request on February 26, 2024 for a Planned Development Overlay and Major Subdivision for the property which includes Lot 4 and Lot 5 of Angelview Minor Subdivision, Shepherd Road, and a 0.57-acre parcel on County Road 120, totaling approximately 11.9 acres; and

WHEREAS The Commission forwarded to the City Council its recommendation that the subject property be approved, with conditions, as a Planned Development Overlay pursuant to the attached Angelview Planned Development Plan (Exhibit A); and

WHEREAS, the City of Salida Planning Commission reviewed and recommended approval, with conditions, the Angelview Major Subdivision within the Planned Development Overlay (Exhibit B); and

WHEREAS, the project is consistent with the purpose, conditions and evaluation standards for a Planned Development Overlay and Major Subdivision; and

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

WHEREAS, after the positive recommendation was forwarded to the City Council, a public hearing was held by the Salida City Council on January 7, 2025.

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

Section One

That the entirety of the property comprising the Angelview Planned Development, to wit, the 11.9 acres is hereby zoned High Density Residential (R-3) with a Planned Development Overlay as shown on the Angelview Planned Development Plan and Major Subdivision Plat attached to this ordinance as Exhibit A and Exhibit B.

Section Two

Upon this approval by the City Council, the Angelview Planned Development Overlay shall be considered a site specific development plan and granted a vested property right for three (3) years. The City Council is approving the vested property right subject to the

terms and conditions contained in the development plan and this ordinance, and failure to abide by such terms and conditions may, at the option of the City Council, after a public hearing, result in the forfeiture of vested property rights.

Section Three

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

The following conditions of approval shall be included as notes on the Angelview Planned Development Plan:

- 1. The public park ("Park 1") shall be constructed by the developer in accordance with the Park Concept Plan (attached as Exhibit C) as specified in a Subdivision Improvement Agreement (SIA), which shall delineate all products, materials, details and specifications and a cost estimate approved by the city. The agreed upon cost of construction of the public park shall be deducted from the required Park and Open Space Fee-in-lieu of \$322,000. Any remaining balance shall be paid to the city for use in future park development as determined by the Director of Parks and Recreation. The public park and all park improvements shall be dedicated to the city.**
- 2. Architectural elements:**
 - a) Streetscape Diversity: To avoid uniformity and lack of variety in design among housing units within the subdivision, no single family's, duplex building's or townhouse building's residential façade elevation shall be repeated more than once every five (5) lots on the same side of the street (e.g., the first and fifth lots in a row may contain the same façade elevation, but the second, third, and fourth lots must contain some different façade elevations). No single family's, duplex building's or townhouse building's residential elevation shall be repeated directly across the street from the same façade elevation. At street corners where a side elevation faces the street that a neighboring unit's front elevation faces, the diversity requirements above shall not apply. Mirror images of the same residential façade shall not count as two (2) distinctly different façades. In unusual circumstances, an Administrative Review process may grant a petition seeking waiver of this requirement. Such an exception may be granted if the petitioner demonstrates that the proposed plan uses repetition for an architectural purpose, such as allusion to historical repetition that would not create a monotonous streetscape of the type this standard seeks to prevent.**

- b) Primary Roof Forms: A mix of gabled, monopitch and flat roof building forms are permitted in the neighborhood. While modern in character, the architectural precedent for the neighborhood relies on early 1900 pitched roof forms. To maintain consistency in the overall architectural style, no single family, duplex building or townhome building elevation may exhibit monopitch or flat roofs as their primary roof form more than once every five (5) lots on the same side of the street. At street corners where a side elevation faces the street that a neighboring unit's front elevation faces, the diversity requirements above shall not apply.**
- 3. Prior to recordation of the subdivision plat, developer shall enter into a Subdivision Improvement (SIA) that guarantees the construction of all public improvements required for the project. The SIA shall include a phasing plan delineating the sequential installation of public improvements. Issuance of residential building permits shall be subject to completion of required public improvements in accordance with the approved SIA phasing plan.**

Section Four

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

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

Section Five

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

Section Six

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

INTRODUCED ON FIRST READING, on the 17th day of December, 2024, ADOPTED AND ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the City of Salida by the City Council on the 20th day of December, 2024, and set for second reading and public hearing on the 7th day of January, 2025.

INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED
PUBLISHED BY TITLE ONLY, by the City Council on the 7th day of January, 2025.



[SEAL]

ATTEST:



City Clerk/Deputy City Clerk

City of Salida



Dan Shore, Mayor

CITY OF SALIDA, COLORADO
RESOLUTION NO. 39
(Series 2023)

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO
APPROVING THE DEVELOPMENT IMPROVEMENT AGREEMENT FOR LOT 5 OF
THE ANGELVIEW MINOR SUBDIVISION.**

WHEREAS, the property owners, Harder-Diesslin Holdings, LLC ("Developer") received minor subdivision approval for the Angelview Minor Subdivision on May 23, 2016 as recorded at Reception No. 428085 of the Chaffee County Recorder's Office, Chaffee County, Colorado; and;

WHEREAS, Lot 5 of said minor subdivision ("Property") is being developed in accordance with the Salida Municipal Code; and

WHEREAS, pursuant to Sections 16-2-60 of the Salida Municipal Code ("Land Use Code"), the City and the Developer wish to enter into a Development Improvement Agreement to set forth their understanding concerning the terms and conditions for the construction of the development's public improvements and other improvements; and

WHEREAS, the City Council therefore now wishes to approve and execute a Development Agreement with Developer for Lot 5 of the Angelview Minor subdivision; and

WHEREAS, upon such approval, city staff shall be permitted to correct non-substantive errors, typos and inconsistencies that may be found in the Agreement, as approved by the Mayor.

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

The Development Improvement Agreement for Lot 5 of the Angelview Minor Subdivision is hereby approved and incorporated herein as "Exhibit A".

RESOLVED, APPROVED AND ADOPTED on this 19th day of September, 2023.



CITY OF SALIDA, COLORADO

Dan Shore, Mayor

Justin Crikli, Mayor Pro Tem

City Clerk/Deputy City Clerk

ATTACHMENT A

SUBDIVISION IMPROVEMENT AGREEMENT Angelview Neighborhood Planned Development and Major Subdivision

THIS SUBDIVISION IMPROVEMENT AGREEMENT (the "Agreement") is made and entered into this ___ day of _____ 2025, by and between the CITY OF SALIDA, COLORADO, a Colorado statutory city ("City"), and HARDER DIESSLIN HOLDINGS, LLC ("Developer") (each a "Party" and together the "Parties").

Section 1 - Recitals

- 1.1 The Developer contends that it is the fee title owner of certain lands known as Angelview Neighborhood Planned Development and Major Subdivision (the "Project"), and more particularly described as **Exhibit A** (Angelview Neighborhood Planned Development Plan) and **Exhibit B** (Angelview Neighborhood Major Subdivision Plat), which are incorporated herein by this reference (the "Property"). The Property is located within the boundaries of the City.
- 1.2 The Developer received Planned Development overlay approval and approval for a Major Subdivision totaling 11.9 acres with 42 residential lots, 3 outlots, and 6 HOA community owned lots and a public park as shown in **Exhibit A** and zoned R-3 on January 7, 2025 when City Council adopted Ordinance 2024-22 on second reading.
- 1.3 Section 16-2-60 of the Salida Municipal Code requires that the applicants enter into development and subdivision improvements agreements with the City. Pursuant to Section 16-13-20 (g) of the Land Use Code, residential developments must enter into an inclusionary housing development agreement with the City Council. Such agreements may be part of a development improvements and/or subdivision improvements agreement. The agreement shall address the total number of units; the number of affordable units provided; standards for parking, density and other development standards for projects meeting the requirements.
- 1.4 Pursuant to Section 16-2-60 of the Land Use Code, the City and the Developer wish to enter into this Agreement to set forth their understanding concerning requirements of the Project including fees; provision of park land; right-of-way and other public improvements to be constructed and installed on the Property in association with the Developer's activities under any building permit issued under the Permit Application, if approved ("Building Permit").
- 1.5 The development plan for the Angelview Neighborhood Planned Development will be recorded at the Chaffee County Recorder's Office at which time the **reception number** shall be noted here with the recoding of this document:_____.
- 1.6 The City wishes to advance development within municipal boundaries in accordance with the City of Salida Comprehensive Plan adopted April 16, 2013, as it may be amended.
- 1.7 The City has determined that this Agreement is consistent with the City of Salida 2013 Comprehensive Plan and all applicable City Ordinances and regulations.
- 1.8 The City and the Developer acknowledge that the terms and conditions hereinafter set forth are reasonable, within the authority of each to perform, and consistent with the City of Salida Comprehensive Plan.

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

Section 2 – Definitions

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

- 2.1** “Agreement” means this Development Improvements; Subdivision Improvements; and Inclusionary Housing Agreement. The Recitals in Section 1 above are fully incorporated into this Agreement and made a part hereof by this reference.
- 2.2** “Affordable Housing” means units that are permanently deed restricted to be sold or rented. The prices for sale or rents charged for permanently affordable priced dwelling units shall not exceed a price that is affordable to a household earning the applicable percentage of Area Median Income (AMI) for Chaffee County as specified by city ordinance.
- 2.3** “Building Permit” means any approved building permit issued under the Permit Application.
- 2.4** “City” means the City of Salida, a Colorado statutory City.
- 2.5** “City Administrator” means the City Administrator of the City of Salida, and the City Administrator’s designee.
- 2.6** “City Code” means the City of Salida Municipal Code.
- 2.7** “City Council” means the City Council of the City of Salida, Colorado.
- 2.8** “Dark Sky-Compliant” means lighting in compliance with Section 16-8-100 of the Land Use Code and intended to protect the night sky from nuisance glare and stray light from poorly aimed, poorly placed, poorly maintained, or poorly shielded light sources.
- 2.9** “Developer” means HARDER DIESSLIN HOLDINGS, LLC and their successor(s)-in-interest with respect to the Property.
- 2.10** “Development” means all work on the Property required to transform the Property into the Angelview Neighborhood Planned Development and Major Subdivision approved by the City by means of Ordinance 2024-22) (**Exhibit C**) and Resolution 2023-39 (**Exhibit D**). The term “Development” includes, without limitation, the demolition of existing structures; grading; construction of new structures; and construction of improvements, including without limitation streets, signage, landscaping, drainage improvements, sidewalks, utilities, park facilities; and other improvements. When the context so dictates, the verb “Develop” may be used in place of the noun “Development.”
- 2.11** “Drainage Plan” means the drainage system designed for the subdivision in accordance with Section 16-8-60 of the Land Use Code.
- 2.12** “Easement Lands” means all real property to be dedicated to the City hereunder in the form of

easements.

- 2.13** “Effective Date” means the date on which City Council adopted a resolution approving the execution of this Agreement. On the Effective Date, this Agreement will become binding upon and enforceable by the City and the Developer.
- 2.14** “Force Majeure” means acts of God, fire, abnormal weather, explosion, riot, war, labor disputes, terrorism, or any other cause beyond the applicable Party’s reasonable control. A lack of money or inability to obtain financing does not constitute Force Majeure.
- 2.15** “Land Use Code” means the City’s Land Use and Development Code, Title 16 of the City Code.
- 2.16** “Native Vegetation” means “native plant” as defined in the Colorado Noxious Weed Act, C.R.S. § 35-5.5-103(15).
- 2.17** “Noxious Weed” takes the meaning given to that term in the Colorado Noxious Weed Act, C.R.S. § 35-5.5-103(16).
- 2.18** “Other Required Improvements Warranty Period” means a period of two years from the date that the City Engineer or the City Engineer’s designee, in accordance with the terms and conditions of paragraph 5.9 below, approves the Required Improvements that are not Public Improvements, and certifies their compliance with approved specifications.
- 2.19** “Park Improvements” means the means the public park improvements that the Developer is required to make to the Property in association with the Developer’s activities under the Permit Application and the Building Permit, including without limitation improvements for roads, signage, landscaping, drainage improvements, sidewalks, and utilities.
- 2.20** “Performance Guarantee” means cash, a letter of credit, a cash bond, a performance bond, or other security acceptable to the City Attorney to secure the Developer’s construction and installation of the Required Improvements, in an amount equal to 125% of the estimated cost of said Required Improvements.
- 2.21** “Permit Application” means the Developer’s full and complete application for a building permit for any residential units to be constructed on the Property. The Permit Application is on file in the office of the City Administrator and is fully incorporated herein and made a part hereof by this reference.
- 2.22** “Property” means the land that is known as the “Angelview Neighborhood Planned Development and Major Subdivision” and described in **Exhibit A and Exhibit B**.
- 2.23** “Public Improvements” means Required Improvements constructed and installed by the Developer and dedicated to the City in accordance with this Agreement, including without limitation water mains, water service lines, water laterals, fire hydrants, and other water distribution facilities; irrigation lines and facilities; wastewater collection mains, lines, laterals, and related improvements; drainage facilities in public rights-of-way; handicap ramp improvements; and required curbs, sidewalks, and street improvements.

- 2.24** “Public Improvements Warranty Period” means a period of one year from the date that the City Engineer or City Engineer’s designee, in accordance with the terms and conditions of paragraph 5.9 below, approves the Public Improvements and certifies their compliance with approved specifications.
- 2.25** “Reimbursable Costs and Fees” means all fees and costs incurred by the City in connection with the City’s processing and review of the Development Plan, Subdivision Plat, Permit Application and the Building Permit; and the City’s drafting, review, and execution of this Agreement.
- 2.26** “Required Improvements” means the public and other improvements that the Developer is required to make to the Property in association with the Developer’s activities under the Permit Application and the Building Permit, including without limitation improvements for roads, signage, landscaping, drainage improvements, sidewalks, and utilities.
- 2.27** “Subdivision Plat” means Angelview Neighborhood Major Subdivision Plat of the Property approved by Ordinance 2024-22.
- 2.28** “Water Facilities” means the water main, service line, and all other appurtenances and necessary components of the water distribution system to be constructed by the Developer to extend City water service to the Property.

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

Section 3 – Purpose of Agreement and Binding Effect

- 3.1** Angelview Neighborhood Planned Development and Major Subdivision. The Angelview Neighborhood Planned Development and Major Subdivision is a residential project consisting of residential uses in conformance with specific requirements stated in Ordinance 2024-22. The Developer intends to develop the project including a major subdivision of 42 lots which currently includes 19 single-family residences, 18 duplex buildings (36 units), 4 townhomes (8 units) and 10 multi-family buildings (52 units) for a total of 115 residential units. Accessory dwelling units are permitted to be constructed in accordance with the Municipal Code at the time of building permit submittal. The Project also includes dedication to the City of Salida of a 0.72-acre public park, a 0.31-acre public park easement and Shepherd Road and Tenderfoot Road rights-of-way, along with associated public improvements.
- 3.2** Contractual Relationship. The purpose of this Agreement is to establish a contractual relationship between the City and the Developer with respect to the improvements the Developer is required to make to the Property in association with the Developer’s activities under the Permit Application and the Building Permit, and to establish terms and conditions for such improvements. The terms, conditions, and obligations described herein are contractual obligations of the Parties, and the Developer waives any objection to the enforcement of the terms of this Agreement as contractual obligations.
- 3.3** Binding Agreement. This Agreement benefits and is binding upon the City, the

Developer, and the Developer's successor(s). The Developer's obligations under this Agreement constitute a covenant running with the Property.

- 3.4 Reservation. To the extent that the City becomes aware of new information about the Property, and notwithstanding anything to the contrary herein, the City reserves the right to require new terms, conditions, or obligations with respect to the Required Improvements for the Property.

Section 4 – Development of Property

- 4.1 The City agrees to the Development of the Property, and the Developer agrees that it will Develop the Property, only in accordance with the terms and conditions of this Agreement and all requirements of the City Code; Ordinance 2024-22; Resolution 2023-39; and all other applicable laws and regulations, including without limitation all City Ordinances and regulations, all State statutes and regulations, and all Federal laws and regulations.
- 4.2 The approval of the planned development overlay and major subdivision by the City Council on January 2, 2024 constitutes approval of the site specific development plan and establishment of vested property rights for the project per Section 16-2-20 of the Code. An established vested property right precludes any zoning or land use action by the City or pursuant to an initiated measure which would alter, impair, prevent, diminish, impose a moratorium on development, or otherwise delay the development or use of the property as set forth in the approved site specific development plan.

Section 5 – Terms and Conditions for Development of Property

- 5.1 Other Applicable Laws and Regulations. All terms and conditions imposed by this Agreement are in addition to and not in place of any and all requirements of the City Code as it may be amended, including without limitation the Land Use Code, and all other applicable laws and regulations, including all City Ordinances and regulations, all State statutes and regulations, and all Federal laws and regulations.
- 5.2 Submittals to and Approvals by City Administrator. Unless this Agreement specifically provides to the contrary, all submittals to the City in connection with this Agreement must be made to the City Administrator. In addition, unless this Agreement specifically provides to the contrary, the City Administrator and/or City Council must provide all approvals required of the City in connection with this Agreement.
- 5.3 Public Improvements. The Developer shall complete the construction and installation, at no cost to the City, of all public improvements required for the Development in compliance with Salida Municipal Code. The public improvements must be designed, built and installed in conformity with City of Salida standards as per: Public Works Design Criteria Manual for Water, Sewer, Stormwater and Streets; Standard Specifications for Construction, and Park Construction Standards Specification. All improvements must be designed and approved by a registered professional engineer retained by the Developer. A building permit shall not be issued nor shall building commence unless and until these conditions have been complied with in

accordance with the Phasing Plan (**Exhibit F**) and as approved by the City.

- 5.4 **Required Public Improvements.** The Angelview Neighborhood Civil Engineering Plans and Cost Estimate (**Exhibit E**) and Angelview Park Landscape Construction Documents Design Development Set (**Exhibit H**), which are incorporated herein by this reference, provide a detailed list of the Required Improvements for which the Developer is responsible, along with the reasonably estimated costs to complete construction and installation of those Required Improvements, including both labor and materials.

5.4.1 The cost estimate for public right-of-way improvements (**Exhibit E.1**) is based on public improvements to be constructed per Civil Engineering Construction drawings as prepared by The Crabtree Group and dated February 2025. The Required Improvements must be designed, built, and installed in conformity with the City's Standard Specifications for Construction, as those Standard Specifications may be amended, and must be designed, approved, and stamped by a registered professional engineer retained by the Developer. Before the Developer's commencement of construction or installation of the Required Improvements, the City Engineer or City Engineer's designee must review and approve the drawings and plans for such improvements. In addition to warranting the Required Improvements as described in paragraph 5.10 below, the Developer shall perform routine maintenance on the Public Improvements for the duration of the Public Improvements Warranty Period and on the other Required Improvements for the duration of the Other Required Improvements Warranty Period.

5.4.2 The cost estimate for public park improvements (**Exhibits I**) is a preliminary estimate prepared by the City. The Required Improvements must be designed, built, and installed in conformity with the City's Park Construction Standard Specifications, as may be amended, and must be designed by a registered professional landscape architect retained by the Developer. Before the Developer's commencement of construction or installation of the Required Improvements, the City Engineer or City Engineer's designee must review and approve the drawings and plans for such improvements. In addition to warranting the Required Improvements as described in paragraph 5.10 below, the Developer shall perform routine maintenance on the Public Improvements for the duration of the Public Improvements Warranty Period and on the other Required Improvements for the duration of the Other Required Improvements Warranty Period.

5.4.3 **Phasing.** The Required Improvements shall be installed in compliance with the Angelview Neighborhood Major Subdivision Phasing Plan (**Exhibit F**). Specific phasing requirements are as follows:

- a. **Building permits.** Building permits will be reviewed only upon completion of public utilities and road (pavement, curb & gutter) for each phase as indicated. Sidewalks and street trees may be delayed (with appropriate financial security) but must be approved prior to a request for a Certificate of Occupancy in the corresponding phase.
- b. **Park Construction.** Final park construction documents shall be completed by 6/1/2026 or prior to issuance of a building permit for Phase

2B, with a target construction completion date of 9/1/2026 for all park improvements associated with this development. Up to 43% (49 of 115) of the total planned units within Phases 1, 1A, 1B, and 2A may receive a Certificate of Occupancy prior to completion of park improvements. No additional units shall receive a Certificate of Occupancy until all park improvements are completed and accepted by the City.

- 5.4.4 Other Utilities. Other (non-city) public and private utilities shall be installed generally as represented on the Angelview Neighborhood Major Subdivision Utility Plan (**Exhibit G**).
- 5.4.5 Park Improvements. As per Ordinance 2024-22, the public park ("Park 1") shall be constructed by the developer in accordance with the Park Concept Plan (Angelview Park Landscape Construction Documents Design Development Set - **Exhibit H**). The agreed upon cost of construction of the public park shall be deducted from the required Park and Open Space Fee-in-lieu of \$322,000. Any remaining balance shall be paid to the City for use in future park development as determined by the Director of Parks and Recreation. The public park and all park improvements shall be dedicated to the City and the balance of the Park and Open Space Fee-in-lieu shall be paid to the City upon completion of the park improvements illustrated in **Exhibit H**. All Park Improvements shall be warranties for a period of 2 years from the date of acceptance by the City.
- 5.5 Grading and Erosion Control. The Developer shall meet the requirements of Sec. 16-8-70 of the Salida Municipal Code and shall make every effort to minimize, mitigate, and abate mud tracking, dust, and other nuisances that may impact surrounding properties.
- 5.6 Construction Standards. The Developer shall ensure that all construction is performed in accordance with this Agreement and with the City's rules, regulations, requirements, criteria, and standards governing such construction, as they may be amended.
- 5.7 Observation of Development and Inspection of Required Improvements. The City may observe all Development on the Property, and may inspect and test each component of the Required Improvements. Consistent with Section 16-2-20(r) of the Land Use Code, the Developer shall reimburse the City for all costs associated with the City's observation of Development on the Property and inspection of the Required Improvements, and the City shall not give its written approval of the Required Improvements, as described in paragraph 5.8 below, until such costs have been reimbursed. Such observation and inspection may occur at any point before, during, or upon completion of construction.
- 5.8 City Engineer's Written Approval of Required Improvements. At the Developer's request, the City Engineer or the City Engineer's designee shall inspect the Required Improvements to ascertain whether they have been completed in conformity with the approved plans and specifications. The City Engineer or the City Engineer's designee shall confirm in writing the date(s) on which (i) individual Required Improvements have been completed in conformity with the approved plans and specifications, and (ii) all Public Improvements have been completed in conformity with the approved plans and specifications. The Developer shall make all corrections necessary to bring the Required Improvements into conformity with the approved plans and specifications.

- 5.9 Performance Guarantee. Before commencement of any further construction on the Required Improvements, the Developer shall furnish the City with an effective Performance Guarantee in the amount of 125% of the total estimated cost of completing the Required Improvements, as shown on **Exhibit E.1**. The total estimated cost of completing the Required Improvements, including both labor and materials, is \$1,221,379.00. Therefore, the Performance Guarantee must be in an amount equal to \$1,526,723.75.
- 5.9.1 The Performance Guarantee must provide for payment to the City upon demand, based upon the City's written certified statement that the Developer has failed to construct, install, maintain, or repair, as required by this Agreement, any of the Required Improvements.
- 5.9.2 The Developer shall extend or replace the Performance Guarantee at least thirty days prior to its expiration. In the event that the Performance Guarantee expires, or the entity issuing the Performance Guarantee becomes non-qualifying, or the City reasonably determines that the cost of the Required Improvements is greater than the amount of the Performance Guarantee, then the City shall give written notice to the Developer of the deficiency, and within thirty days of receipt of such notice, the Developer shall provide the City an increased or substituted Performance Guarantee that meets the requirements of this paragraph 5.9 and the Land Use Code.
- 5.9.3 Upon completion of portions of the Required Improvements ("Completed Improvements"), the Developer may apply to the City for a release of part of the Performance Guarantee. Any such application must include submittal of as-built drawings and a detailed cost breakdown of the Completed Improvements. Upon the City Engineer's inspection and written approval of the Completed Improvements, the City Council may authorize a release of the Performance Guarantee in the amount of 75% of the documented cost of the Completed Improvements in accordance with the approved Phasing Plan (**Exhibit F**).
- 5.9.4 Upon the City Engineer's inspection and written approval of all Required Improvements as per **Exhibit E** and in accordance with the approved Phasing Plan (**Exhibit F**), the City Council may authorize a release of the Performance Guarantee in the amount of 90% of the total estimated cost of all Required Improvements
- 5.9.5 Upon the expiration of both the Public Improvements Warranty Period and the Other Required Improvements Warranty Period described in paragraph 5.11 below, the Developer's correction of all defects discovered during such periods, and the City's final acceptance of the Public Improvements in accordance with paragraph 5.12 below, the City Council shall authorize a full release of the Performance Guarantee.
- 5.9.6 Failure to provide or maintain the Performance Guarantee in compliance with this paragraph will constitute an event of default by the Developer under this Agreement. Such default will be subject to the remedies, terms, and conditions listed in Section 8 below, including without limitation the City's suspension of all

activities, approvals, and permitting related to the Subdivision Plats or Development Plan.

- 5.10 Conveyance of Public Improvements. Within twenty-eight days of the City's final acceptance of the Public Improvements in accordance with paragraph 5.12 below, the Developer shall, at no cost to the City, do the following:

5.10.1 Developer shall provide a written request to the Public Works Director for final inspection of improvements. Upon successful completion of acceptance requirements, the Public Works Director will provide to the Developer a Letter of Acceptance.

5.10.2 Deliver to the City all engineering designs, current surveys, current field surveys, and as-built drawings and operation manuals for the Public Improvements and for all improvements made for utilities or make reasonable provision for the same to be delivered to the City. The legal description of all utility service lines must be prepared by a registered land surveyor at the Developer's sole expense.

- 5.11 Warranty. The Developer shall warrant the Public Improvements for one year from the date that the City Engineer, in accordance with paragraph 5.8 above, approves the Public Improvements and certifies their compliance with approved specifications ("Public Improvements Warranty Period"). The Developer shall warrant all other Required Improvements for a period of two years from the date that the Director of Public Works, in accordance with paragraph 5.8 above, approves the other Required Improvements and certifies their compliance with approved specifications ("Other Required Improvements Warranty Period"). In the event of any defect in workmanship or quality during the Public Improvements Warranty Period or the Other Required Improvements Warranty Period, the Developer shall correct the defect in workmanship or material. In the event that any corrective work is performed by the Developer during either Warranty Period, the warranty on said corrected work will be extended for one year from the date on which it is completed. Should the Developer default in its obligation to correct any defect in workmanship or material during either the Public Improvements Warranty Period or the Other Required Improvements Warranty Period, the City will be entitled to draw on the Performance Guarantee and/or to pursue any other remedy described in Section 8 below.

- 5.12 Final Acceptance of Public Improvements. Upon expiration of the Public Improvements Warranty Period, and provided that any breaches of warranty have been cured and any defects in workmanship and/or materials have been corrected, the City shall issue its final written acceptance of the Public Improvements. Thereafter, the City shall maintain such Public Improvements.

- 5.13 Inspection Distinguished from Approval. Inspection, acquiescence, and/or verbal approval by any City official of construction on the Property, at any particular time, will not constitute the City's approval of the Required Improvements as required hereunder. Such written approval will be given by the City only in accordance with paragraph 5.11 above.

- 5.14 Revegetation. Any area disturbed by construction must be promptly revegetated with Native Vegetation following completion of such work unless a building permit application

has been requested for such area. In addition, the Developer shall control all Noxious Weeds within such area to the reasonable satisfaction of the City.

- 5.15 Local Utilities. In addition to the Required Improvements, the Developer shall install service lines for both on-site and off-site local utilities necessary to serve the Property, including without limitation service lines for telephone, electricity, natural gas, cable television, and street lights. The Developer shall install such service lines underground to the maximum extent feasible. If such lines are placed in a street or alley, they must be in place prior to surfacing.
- 5.16 As required by the approved Angelview Neighborhood PD Plan, site layout and landscape plans for Lot 21 and Lot 28 (all multi-family development) providing all parking, landscaping, barrier-free parking, trash enclosure, and other improvements meeting the requirements of the Salida Land Use Code shall be submitted for review and approval at the time of building permit submittal for same. The Developer or homeowner's association shall be responsible for the warranty and maintenance of these improvements.
- 5.17 Drainage Improvements. As shown on **Exhibit E**, certain of the Required Improvements are drainage improvements.
- 5.17.1 In accordance with Section 16-8-60 of the Land Use Code, the Developer shall retain a registered professional engineer to prepare a drainage study of the Property and to design a drainage system according to generally accepted storm drainage practices.
- 5.17.2 All site drainage, including drainage from roof drains, must be properly detained and diverted to the drainage system approved in the drainage plan before any certificate of occupancy will be issued for the Property.
- 5.17.3 All drainage improvements within public rights-of-way will be dedicated to the City as Public Improvements. All drainage improvements on private property will be maintained by the Developer or a Homeowner Association, subject to easements to allow the City access in the event that the Developer fails to adequately maintain the drainage facilities.
- 5.18 Slope Stabilization. Any slope stabilization work must be performed in strict compliance with applicable law, including City Ordinances and regulations, State statutes and regulations, and Federal law and regulations. The City will determine on a case-by-case basis whether additional requirements apply to slope stabilization work.
- 5.19 Blasting and Excavation. Any removal of rock or other materials from the Property by blasting, excavation, or other means must be performed in strict compliance with applicable law, including City Ordinances and regulations, State statutes and regulations, and Federal law and regulations. The City will determine on a case-by-case basis whether additional requirements apply to blasting and excavation work.
- 5.20 Trash, Debris, and Erosion. During construction, the Developer shall take all necessary steps to control trash, debris, and erosion (whether from wind or water) on the Property.

The Developer also shall take all necessary steps to prevent the transfer of mud or debris from construction sites on the Property onto public rights-of-way. If the City reasonably determines and gives the Developer written notice that such trash, debris, or erosion causes or is likely to cause damage or injury, or creates a nuisance, the Developer shall correct any actual or potential damage or injury and/or abate such nuisance within five working days of receiving such written notice.

When, in the opinion of the City Administrator or Chief of Police, a nuisance constitutes an immediate and serious danger to the public health, safety, or welfare, or in the case of any nuisance in or upon any street or other public way or public ground in the City, the City has authority to summarily abate the nuisance without notice of any kind consistent with Section 7 - 1-60 of the City Code. Nothing in this paragraph limits or affects the remedies the City may pursue under Section 8 of this Agreement.

5.21 Compliance with Environmental Laws. During construction, the Developer shall comply with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including solid waste requirements; and shall comply with all requirements pertaining to the disposal or existence of any hazardous substances, pollutants, or contaminants as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder.

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

5.22.1 Developer's Reimbursement of Processing Fees. The Developer shall reimburse the City for all fees and actual costs incurred by the City in connection with the City's processing and review of the Permit Application and the Building Permit; and the City's drafting, review, and execution of this Agreement ("Reimbursable Costs and Fees"). The Reimbursable Costs and Fees include but are not limited to the City's costs incurred for engineering, surveying, and legal services, including the services of outside City consultants and/or counsel; recording fees; printing and publication costs; and any and all other reasonable costs incurred by the City.

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

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

5.22.4 Amounts due and unpaid. Interest will be imposed at rate of 1.5% per month on all balances not paid to the City within 30 days of the effective date of the City's

invoicing of the Developer for the Reimbursable Costs and Fees, with that effective date determined in accordance with the notice provisions of paragraph 11.6 below. In addition to any and all remedies available to the City and in the event the City is forced to pursue collection of any amounts due and unpaid under this provision or under this Agreement, the City shall be entitled to collect attorneys' fees and costs incurred in said collection efforts in addition to the amount due and unpaid.

5.22.5 Currently existing fees. Payment of Currently Existing Fees as a Condition of Development. The Developer shall pay to the City any fees required to be paid under this Agreement or the currently existing City Code, regardless of whether the relevant provisions of the City Code are later amended, repealed, or declared to be invalid. Payment of such fees pursuant to this Agreement is agreed to by and between the Parties as a condition of the Development. The Developer further agrees not to contest any Ordinance imposing such fees as they pertain to the Property.

5.23 Lighting. All lighting on the Property must be Dark-Sky Compliant and must conform to Section 16-8-100 of the Land Use Code and all other applicable City Ordinances in effect at the time of permitting.

Section 6 – Construction Schedule

6.1 Construction Schedule. Attached **Exhibit F**, which is incorporated herein by this reference, provides the schedule according to which construction will occur, including construction and installation of all Required Improvements ("Construction Schedule"). The Developer shall complete construction of each phase described in **Exhibit E** in compliance with the timetable included in the Construction Schedule. If the Developer fails to commence or to complete any phase of construction and installation of the Required Improvements in compliance with the Construction Schedule, the City will take action in accordance with Section 16-2-60(e) of the Land Use Code.

6.2 Site Restoration. If the Developer fails to commence or complete construction in accordance with the Construction Schedule, the Developer nonetheless shall complete all site restoration work necessary to protect the health, safety, and welfare of the City's residents and the aesthetic integrity of the Property ("Site Restoration Improvements"). Site Restoration Improvements will include, at minimum, all excavation reclamation, slope stabilization, and landscaping improvements identified as Required Improvements on **Exhibit E**.

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

Section 7 – Inclusionary Housing

As stipulated in **Ordinance 2020-01** no inclusionary housing is required to be provided.

Inclusionary Housing requirement from
CONFLUENT PARK PLANNED DEVELOPMENT - ORDINANCE 2020-01

3.14 INCLUSIONARY HOUSING

A 2.5-acre lot shall be designated for development of 50 or more rental units deed restricted to 60% or less AMI for 30 years using Low-Income Housing Tax Credits (LIHTC). At 6.25%, these 50 units meet the inclusionary zoning requirement for the next 750 units built by Harder-Diesslin Development within Confluent Park, and future phases of Angelview Subdivision (see Figure 2). Maximum possible buildout of Confluent Park is 289 units. This leaves $750 - 289 = 461$ units for Angelview. Therefore, Angelview shall be entitled to inclusionary housing development standards if it is 461 or less units.

Section 8 – Default by Developer and City’s Remedies

- 8.1 City’s Remedies on Developer’s Default. In the event of the Developer’s default with respect to any term or condition of this Agreement, the City may take any action necessary or appropriate to enforce its rights, including without limitation any or all of the following:
- 8.1.1 The refusal to issue any further building permits or a certificate of occupancy to the Developer.
 - 8.1.2 The revocation of any building permit previously issued and under which construction directly related to such building permit has not commenced; provided, however, that this remedy will not apply to a third party.
 - 8.1.3 Suspension of all further activities, approvals, and permitting related to the Permit Application and the Building Permit.
 - 8.1.4 A demand that the Performance Guarantee be paid or honored.
 - 8.1.5 Any other remedy available in equity or at law.
- 8.2 Notice of Default. Pursuant to Section 16-2-60(o) of the Land Use Code, before taking remedial action hereunder, the City shall give written notice to the Developer of the nature of the default and an opportunity to be heard before the City Council concerning such default. If the default has not been cured within thirty days of receipt of the notice or the date of any hearing before the City Council, whichever is later, the City will consider whether the Developer has undertaken reasonable steps to timely complete the cure if additional time is required.
- 8.3 Immediate Damages on Developer’s Default. The Developer recognizes that the City may suffer immediate damages from a default. In the event of such immediate damages resulting from the Developer’s default with respect to any term or condition of this Agreement, the City may seek an injunction to enforce its rights hereunder.

- 8.4 Jurisdiction and Venue. The District Court of the County of Chaffee, State of Colorado, will have exclusive jurisdiction to resolve any dispute over this Agreement.
- 8.5 Waiver. Any waiver by the City of one or more terms of this Agreement will not constitute, and is not to be construed as constituting, a waiver of other terms. A waiver of any provision of this Agreement in any one instance will constitute, and is not to be construed as constituting, a waiver of such provision in other instances.
- 8.6 Cumulative Remedies. Each remedy provided for in this Agreement is cumulative and is in addition to every other remedy provided for in this Agreement or otherwise existing at law or in equity.

Section 9 – Indemnification and Release

- 9.1 Release of Liability. The Developer acknowledges that the City cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the City Code, City Ordinances, and the laws of the State of Colorado. The Developer further acknowledges that it acts at its own risk with respect to relying or acting upon any representation or undertaking by the City or its officers or agents or their designees. Accordingly, the Developer expressly waives and releases any current or future claims related to or arising from any such representation or undertaking by the City or its officers or agents or their designees.
- 9.2.1 Indemnification.
- 9.2.2 The Developer shall indemnify and hold harmless the City, and the City's officers, agents, employees, and their designees, from and against any and all claims, damages, losses, and expenses, including but not limited to attorneys' fees and costs, arising from or in connection with the following: (a) the City's approval of the Planned Development or the Subdivision Plats or the City's issuance of the Building Permit if the Permit Application is approved; (b) acts or omissions by the Developer, its officers, employees, agents, consultants, contractors, or subcontractors in connection with the Planned Development or the Subdivision Plats or Permit Application, if it is approved, and the Building Permit, if it is issued; (c) the City's required disposal of hazardous substances, pollutants, or contaminants; required cleanup necessitated by leaking underground storage tanks, excavation, and/or backfill of hazardous substances, pollutants, or contaminants; or environmental cleanup responsibilities of any nature whatsoever on, of, or related to the Easement Lands; provided that such disposal or cleanup obligations do not arise from any hazardous substance, pollutant, or contaminant generated or deposited by the City upon the Easement Lands; or (d) any other item contained in this Agreement.
- 9.2.3 The Developer shall reimburse the City for all fees, expenses, and costs, including attorneys' fees and costs, incurred in any action brought against the City as a result of the City's approval of the Planned Development or Subdivision Plat, or issuance of the Building Permit if the Permit Application is approved; and shall reimburse the City for all fees, expenses, and costs, including attorneys' fees and costs, associated with any referendum election, review of petition for referendum, protest, or any other proceedings to challenge the City's approval of

the Planned Development or Subdivision Plats, or issuance of the Building Permit if the Permit Application is approved. Nothing in this Agreement obligates or compels the City to proceed with any action or referendum position.

Section 10 – Representations and Warranties

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

10.1.1. Authority. This Agreement has been duly authorized and executed by the Developer as a legal, valid, and binding obligation of the Developer, and is enforceable as to the Developer in accordance with its terms.

10.1.2 Authorized signatory. The person executing this Agreement on behalf of the Developer is duly authorized and empowered to execute and deliver this Agreement on behalf of the Developer.

10.1.3 No litigation or adverse condition. To the best of the Developer's knowledge, there is no pending or threatened litigation, administrative proceeding, or other claim pending or threatened against the Developer that, if decided or determined adversely, would have a material adverse effect on the ability of the Developer to meet its obligations under this Agreement; nor is there any fact or condition of the Property known to the Developer that may have a material adverse effect on the Developer's ability to complete construction on the Property as contemplated under the Permit Application.

10.1.4 Compliance with environmental laws and regulations. To the best of the Developer's knowledge, all Easement Lands to be dedicated to the City hereunder are in compliance with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including solid waste requirements; and all such dedicated property is in compliance with all requirements pertaining to the disposal or existence of any hazardous substances, pollutants, or contaminants as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder.

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

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

10.2.1 Authority. Upon execution, this Agreement will have been duly authorized by City Council as a legal, valid, and binding obligation of the City, and is

enforceable as to the City in accordance with its terms.

10.2.2 Authorized signatory. The person executing this Agreement on behalf of the City is duly authorized and empowered to execute this Agreement on behalf of the City.

10.2.3 No adverse condition. To the best of the City's knowledge, there is no fact or condition of the Property known to the City that may have a material adverse effect on the Developer's ability to develop the Property as contemplated under the Development Plan or as proposed in the Subdivision Plat.

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

Section 11– General Provisions

11.1 Waiver of Defects. In executing this Agreement, the Developer waives all objections it may have to any defects in the form or execution of this Agreement concerning the power of the City to impose conditions on the Developer as set forth herein. The Developer further waives all objections it may have to the procedure, substance, and form of the ordinances or resolutions of City Council adopting this Agreement.

11.2 Final Agreement. This Agreement supersedes and controls all prior written and oral agreements and representations of the Parties with respect to a Development Improvements Agreement; Subdivision Improvements Agreement; and Inclusionary Housing Agreement associated with development of the Property, and is the total integrated agreement between the Parties with respect to that subject.

11.3 Modifications. This Agreement may be modified only by a subsequent written agreement executed by both Parties.

11.4 Voluntary Agreement. The Developer agrees to comply with all of the terms and conditions of this Agreement on a voluntary and contractual basis.

11.5 Survival. The City's and the Developer's representations, covenants, warranties, and obligations set forth herein, except as they may be fully performed before or on the Effective Date, will survive the Effective Date and are enforceable at law or in equity.

11.6 Notice. All notices required under this Agreement must be in writing and must be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the Parties as set forth below. All notices so given will be considered effective immediately upon hand-delivery, and seventy-two hours after deposit in the United States Mail with the proper address as set forth below. Either Party by notice so given may change the address to which future notices are to be sent.

Notice to the City:

City of Salida

Attn: City Administrator and City
Attorney 448 East First Street,
Suite 112
Salida, CO 81201

Notice to the Developer: Harder Diesslin Holdings, LLC
130 W. 2nd Street Suite #1
Salida, CO 81201

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

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

CITY OF SALIDA, COLORADO

By

Mayor, Dan Shore

ATTEST:

City Clerk/Deputy City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

Acknowledged, subscribed, and sworn to before me this__day of_____, 2025
by_____, as Mayor, and by_____,
as Clerk, on behalf of the City of Salida, Colorado.

WITNESS my hand and official seal.

My Commission expires:_____

Notary Public

DEVELOPER:

Harder Diesslin Holdings, LLC

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

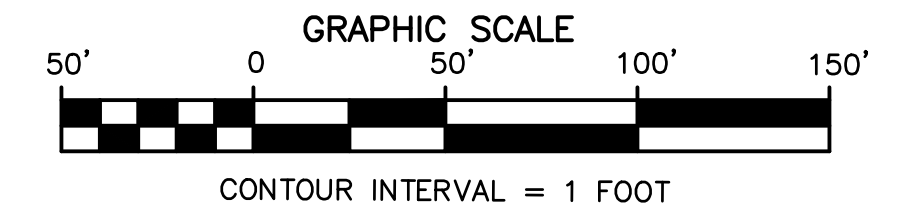
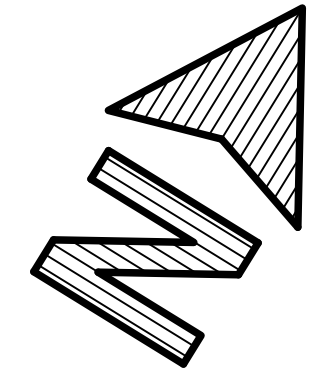
Acknowledged, subscribed, and sworn to before me this____day of_____202____by
_____, as representative of Harder Diesslin Holdings, LLC

WITNESS my hand and official seal.

My Commission expires: _____

Notary Public

ANGELVIEW NEIGHBORHOOD PLANNED DEVELOPEMENT PLAN



LEGEND

	PROJECT BOUNDARY
	CITY LIMITS
	EXISTING/ADJACENT RIGHT-OF-WAY
	NEW RIGHT-OF-WAY LINE
	EASEMENT LINE
	EASEMENT
	TYPICAL
	CURVE LABEL
	LINE LABEL
	PEDESTRIAN

LAND USE TABLE			
PARCEL NO.	USE	AREA (S.F.)	AREA (ACRES)
SINGLE-FAMILY LOTS			
LOT 11	Single Family	5,085.0	0.12
LOT 12	Single Family	5,085.0	0.12
LOT 13	Single Family	5,085.0	0.12
LOT 14	Single Family	5,085.0	0.12
LOT 15	Single Family	5,085.0	0.12
LOT 16	Single Family	5,085.0	0.12
LOT 17	Single Family	5,281.8	0.12
LOT 23	Single Family	5,662.0	0.13
LOT 24	Single Family	5,651.8	0.13
LOT 25	Single Family	5,103.0	0.12
LOT 26	Single Family	5,498.8	0.13
LOT 33	Single Family	5,075.6	0.12
LOT 34	Single Family	5,076.5	0.12
LOT 35	Single Family	5,043.8	0.12
LOT 38	Single Family	5,074.1	0.12
LOT 39	Single Family	5,325.4	0.12
LOT 40	Single Family	5,246.7	0.12
LOT 41	Single Family	5,111.0	0.12
LOT 42	Single Family	8,225.3	0.19
19 LOTS		101,885.8	2.34
DUPLEX LOTS			
LOT 2	Duplex	6,723.6	0.15
LOT 3	Duplex	7,232.2	0.17
LOT 4	Duplex	8,137.2	0.19
LOT 5	Duplex	6,441.0	0.15
LOT 6	Duplex	6,441.0	0.15
LOT 7	Duplex	6,441.0	0.15
LOT 10	Duplex	6,441.0	0.15
LOT 18	Duplex	5,454.0	0.13
LOT 19	Duplex	5,267.0	0.12
LOT 20	Duplex	7,936.7	0.18
LOT 22	Duplex	7,489.7	0.17
LOT 27	Duplex	8,851.6	0.20
LOT 29	Duplex	7,026.7	0.16
LOT 30	Duplex	7,037.9	0.16
LOT 31	Duplex	7,050.7	0.16
LOT 32	Duplex	7,179.2	0.16
LOT 36	Duplex	7,031.3	0.16
LOT 37	Duplex	7,028.2	0.16
18 LOTS		125,210.0	2.87
MULTI-FAMILY LOTS			
LOT 1	Apartments	33,550.0	0.77
LOT 8	Townhomes	10,848.0	0.25
LOT 9	Townhomes	10,848.0	0.25
LOT 21	Apartments	43,359.4	1.00
LOT 28	Apartments	27,405.2	0.63
5 LOTS		126,010.6	2.89
OPEN SPACE LOTS			
PARK 1	Public Open Space	33,550.0	0.77
HOA 1	Community Open Space	1,130.0	0.03
HOA 2	Community Open Space	678.0	0.02
HOA 3	Community Open Space	4,028.6	0.09
HOA 4	Community Open Space	1,317.1	0.03
HOA 5	Community Open Space	1,302.2	0.03
OUTLOTS	Outlots 1,2,3	25,084.4	0.58
9 LOTS		67,090.2	1.54
ROW	Right-Of-Way	97,375.8	2.24
SITOTOTALS		517,572.5	11.88

PARKS AND OPEN SPACE			
REQUIRED			
UNITS	RATE/UNIT	R'OD AREA (ACRES)	
115	0.02	2.3	
PROVIDED			
	AREA (S.F.)	AREA (ACRES)	
PARK 1	31,324.30	0.72	
PARK EASEMENT (LOT 28)	4,148.43	0.10	
SHEPHERD DR. 8 FT. SUP (3 FT. CREDIT)	2,377.62	0.05	
TENDERFOOT DR. 8 FT. SUP (3 FT. CREDIT)	3,024.93	0.07	
PONCHA AVE. 8 FT. SUP (3 FT. CREDIT)	3,338.07	0.08	
TOTAL		1.01	
FEE IN LIEU			
\$5,000/UNIT X (1-1.01/2.3)	115.00	\$321,250.28	

ARCHITECT:



PRODUCED BY:



OWNER:

(LOT 4 & REC. NO. 422141)
HARDER-DIESSLIN HOLDINGS LLC
130 W 2ND STREET - SUITE 1
SALIDA, CO
PH: (719) 2215000

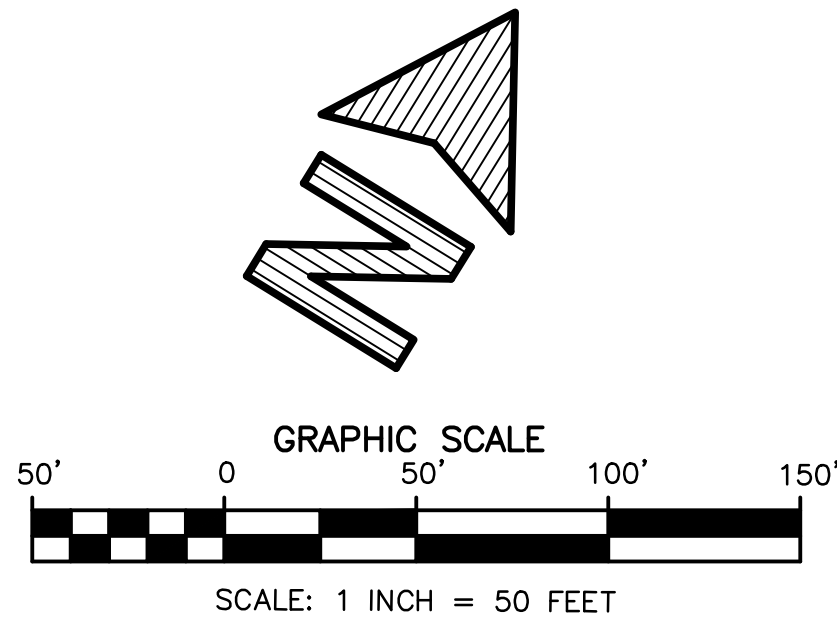
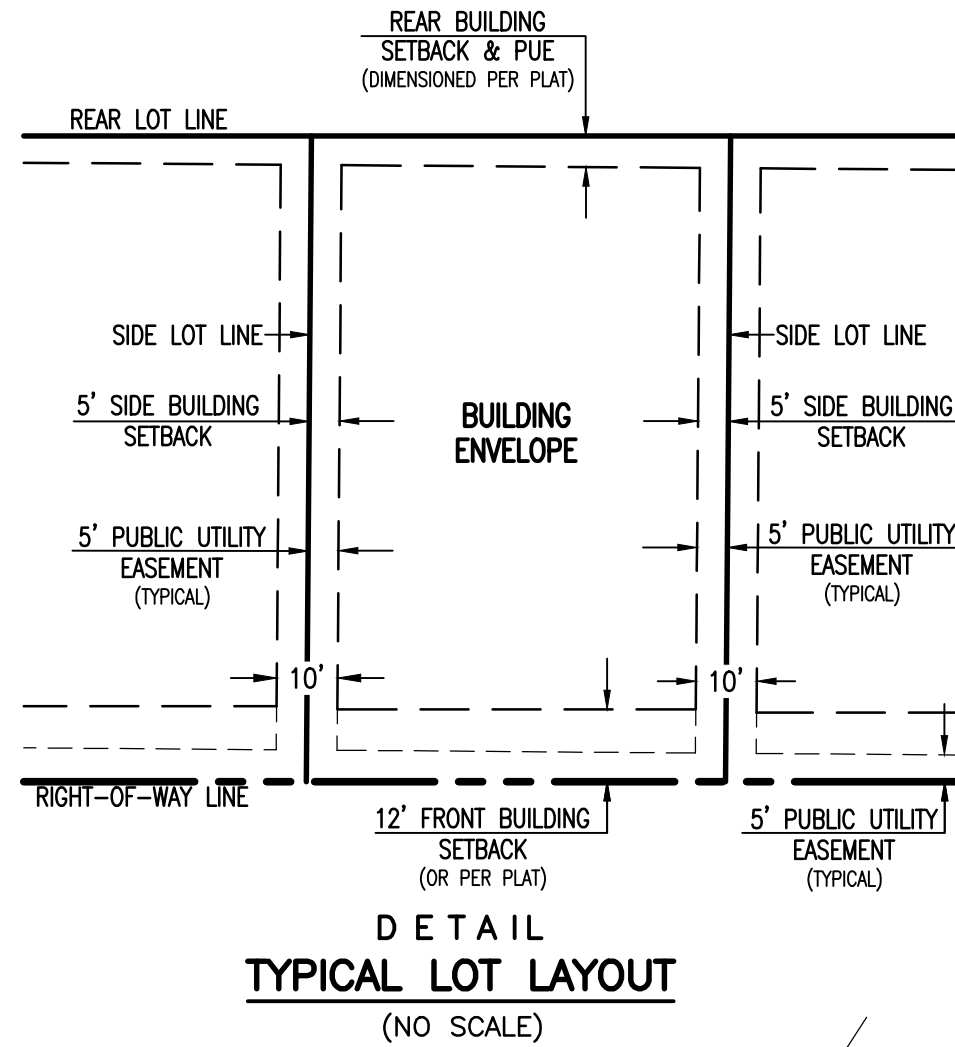
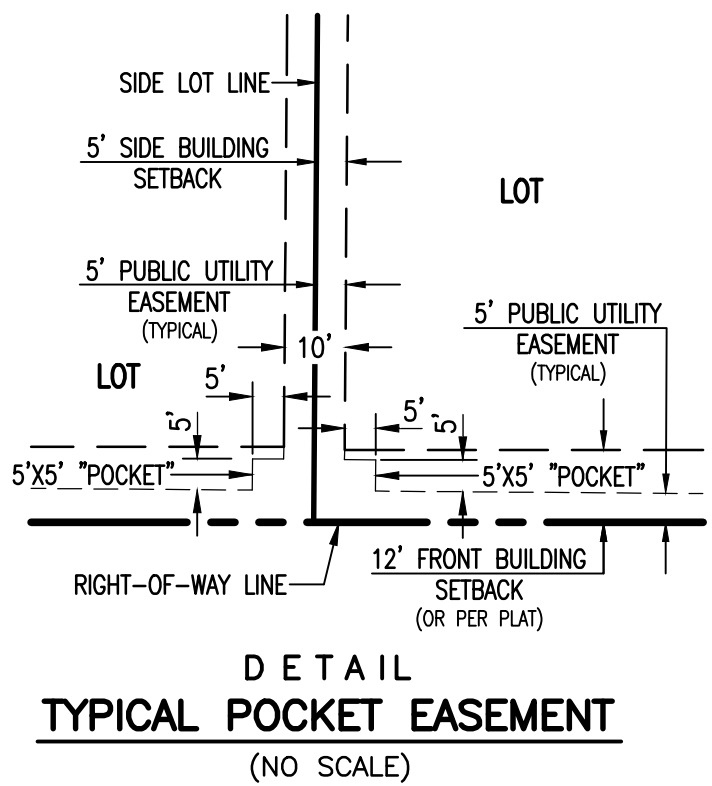
OWNER:

(LOT 5)
ANGLEVIEW APARTMENTS LLC
130 W 2ND STREET - SUITE 1
SALIDA, CO
PH: (719) 2215000

ANGELVIEW NEIGHBORHOOD SUBDIVISION

LOCATED WITHIN
NORTH 1/2 of SECTION 6, T 49 N, R 9 E, N.M.P.M., CITY OF SALIDA
CHAFFEE COUNTY, COLORADO
SHEET 2 OF 2

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S28°21'34"W	12.49
L2	S28°21'34"W	24.38
L3	N28°49'24"W	19.94
L4	S28°49'24"E	9.60
L5	S16°10'05"W	29.42
L6	N61°21'51"W	22.56
L7	S73°35'57"W	33.00
L8	N16°23'52"W	7.59



LEGEND

- PROJECT BOUNDARY
CITY LIMITS
EXISTING/ADJACENT RIGHT-OF-WAY
NEW RIGHT-OF-WAY LINE
EASEMENT LINE
BUILDING SETBACK LINE
EASEMENT
BUILDING SETBACK LINE
TYPICAL
HOMEOWNER'S ASSOCIATION
CURVE LABEL
LINE LABEL
PEDESTRIAN
- ESMT
BSL
(TYP)
HOA
C1
L1
PED.
- DENOTES A RECOVERED 5/8" REBAR WITH A 1" ALUMINUM CAP STAMPED "LS 1776".
● DENOTES A RECOVERED 5/8" REBAR WITH A 1 3/4" STEEL DISC STAMPED "6753".
⊗ DENOTES A RECOVERED 5/8" REBAR WITH A 1 1/2" ALUMINUM CAP STAMPED "LS 16117", UNLESS NOTED OTHERWISE.
○ DENOTES A RECOVERED 1/2" REBAR WITH A 1" PLASTIC CAP STAMPED "PROP CRN 34975".
○ DENOTES A 5/8" X 24" REBAR WITH A 1 1/2" ALUMINUM CAP STAMPED "LS 16117". TO BE SET FOR THIS SURVEY.

CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH	CHORD	CHORD BRNG
C1	100.00	003°44'34"	6.53	6.53	N87°03'31"W
C2	100.00	023°31'30"	41.05	40.76	N73°24'08"W
C3	100.00	017°27'25"	30.47	30.35	N52°54'06"W
C4	100.00	015°21'44"	26.81	26.73	N36°30'25"W
C5	100.00	60°04'46"	104.86	100.42	N58°51'53"W
C6	40.00	60°04'46"	41.94	40.05	S58°51'53"E
C7	437.00	37°10'48"	283.58	278.63	S17°29'31"E
C8	437.00	01°00'54"	7.74	7.74	N00°55'36"E
C9	437.00	06°27'13"	49.22	49.20	N03°11'47"W
C10	437.00	06°33'58"	48.88	48.86	N09°34'29"W
C11	437.00	06°00'37"	45.84	45.82	N15°47'04"W
C12	437.00	01°18'42"	10.00	10.00	N19°26'44"W
C13	437.00	07°04'37"	53.98	53.94	N23°38'24"W
C14	437.00	09°16'21"	70.72	70.64	N31°26'47"W
C15	500.00	37°10'48"	324.46	318.79	N17°29'31"W
C16	500.00	19°54'40"	173.76	172.88	N08°51'27"W
C17	500.00	17°06'08"	150.70	150.13	S27°26'51"E
C18	300.00	00°22'49"	1.99	1.99	N00°53'57"E
C19	300.00	07°05'45"	37.15	37.13	N02°50'18"W
C20	300.00	07°06'47"	37.24	37.22	N09°56'31"W
C21	300.00	06°04'14"	31.78	31.77	N16°32'01"W
C22	300.00	01°54'43"	10.01	10.01	N20°31'29"W
C23	300.00	05°42'26"	29.88	29.87	N24°20'02"W
C24	300.00	04°42'27"	24.65	24.64	N29°29'28"W
C25	300.00	32°59'13"	172.72	170.34	N15°23'44"W

ASSISTED BY:



SHEET 2 OF 2

ANGELVIEW NEIGHBORHOOD SUBDIVISION		
IN LOTS 4 AND 5, ANGLEVIEW MINOR SUBDIVISION, TRACTS IN NE1/4 NW1/4 SEC. 6, CHAFFEE COUNTY T49N, R9E, N.M.P.M., CITY OF SALIDA, COLORADO	HENDERSON LAND SURVEYING CO., INC.	
Job Number: J-24-005 TPC FILE: J-12-048	203 G STREET, SALIDA, COLORADO	
DRAWN BY: BH, RP	DATE: MAR. 2025	DRAWING NO. L-24-03
CHECKED: MKH Title book: 5281, Pgs. 1-32 DC: TSC3		

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

OWNER:
(LOT 4 & REC. NO. 422141)
HARDER-DIESSLIN HOLDINGS LLC
130 W. 2ND STREET - SUITE 1
SALIDA, CO 81201
PH: 719-221-5000

OWNER:
(LOT 5)
ANGLEVIEW APARTMENTS LLC
130 W. 2ND STREET - SUITE 1
SALIDA, CO 81201
PH: 719-221-5000

CERTIFICATE OF DEDICATION AND OWNERSHIP:

KNOW ALL PERSONS BY THESE PRESENTS THAT HARDER-DIESSLIN DEVELOPMENT GROUP, LLC, BEING THE OWNER OF CERTAIN LAND IN THE CITY OF SALIDA, CHAFFEE COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

Lot 4, Angelview Minor Subdivision in the City of Salida, Chaffee County, Colorado per Plat Filed July 15, 2016 as Reception No. 428085.
AND
A tract of land located in the Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4) of Section 6, Township 44 North, Range 9 East of the New Mexico Principal Meridian, being described as follows: Commencing at the brass cap witness corner to the North 1/4 corner of said Section 6, (said witness corner being North 14.5 feet from said 1/4 corner), thence South 6°16' West (see Note 4) 584.6 feet to the northerly boundary of County Road No. 10 (Now 120) and South 54°07' West along said road boundary 216.65 feet to the point of beginning of the tract herein described, said beginning point and each of the other three tract corners of said tract being marked by a 5/8 inch reinforcing bar 2 feet long driven in the ground and having a one inch aluminum cap; thence proceeding around the tract continuing South 54°07' West along said road boundary 100.0 feet; thence North 35°53' West 125.0 feet; thence North 54°07' East 100.0 feet; thence South 35°53' East 125.0 feet to the point of beginning.
City of Salida, Chaffee County, Colorado.

AND
A tract of land located in the Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4) of Section 6, Township 44 North, Range 9 East of the New Mexico Principal Meridian, described as follows: Commencing at the brass cap witness corner to the North 1/4 corner of said Section 6, (said witness corner being North 14.5 feet from said 1/4 corner), thence South 6°16' West (see Note 4) 584.6 feet to the northerly boundary of County Road No. 10 (Now 120) and South 54°07' West along said road boundary 216.65 feet to the point of beginning of the tract herein described, said beginning point and each of the other three tract corners of said tract being marked by a 5/8 inch reinforcing bar 2 feet long driven in the ground and having a one inch aluminum cap; thence proceeding around the tract continuing South 54°07' West along said road boundary 100.0 feet; thence North 35°53' West 125.0 feet; thence North 54°07' East 100.0 feet; thence South 35°53' East 125.0 feet to the point of beginning.
City of Salida, Chaffee County, Colorado.

AND THAT ANGELVIEW APARTMENTS, LLC, BEING THE OWNER OF CERTAIN LAND IN THE CITY OF SALIDA, CHAFFEE COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

Lot 5, Angelview Minor Subdivision per Plat Filed July 15, 2016 as Reception No. 428085, City of Salida, Chaffee County, Colorado.

DO HEREBY LAY-OUT, PLAT AND SUBDIVIDE THE ABOVE DESCRIBED PROPERTIES INTO LOTS, OUTLOTS, DEDICATED ROADS AND EASEMENTS WITH BEARINGS AND DISTANCES AS SHOWN ON SHEET 2 CONTAINED HEREIN, TO BE KNOWN AS:

ANGELVIEW NEIGHBORHOOD SUBDIVISION

LOCATED WITHIN
LOTS 4 & 5, ANGELVIEW MINOR SUBDIVISION
AND TRACTS IN THE
NE1/4 NW1/4, SEC. 6, T49N, R9E, N.M.P.M.
CITY OF SALIDA
CHAFFEE COUNTY, COLORADO

AND THAT PORTION OF SHEPHERD ROAD AS SHOWN ON THE FILED PLAT OF ANGELVIEW MINOR SUBDIVISION LYING BETWEEN LOTS 4 AND 5 IS HEREBY VACATED AND REPLATTED TO THE LOCATION SHOWN ON SHEET 2 CONTAINED HEREIN.
AND DO HEREBY DEDICATE SHEPHERD ROAD AND TENDERFOOT ROAD TO THE CITY OF SALIDA AS PUBLIC ROAD. THE UNDERSIGNED HEREBY FURTHER DEDICATE TO THE PUBLIC ALL UTILITY EASEMENTS ON THE PROPERTY AS SHOWN AND DESCRIBED ON SHEET 2 CONTAINED HEREIN AND HEREBY FURTHER DEDICATES TO THE PUBLIC UTILITIES THE RIGHT TO INSTALL, MAINTAIN AND OPERATE MAINS, TRANSMISSION LINES, SERVICE LINES AND APPURTENANCES TO PROVIDE SUCH UTILITY SERVICES WITHIN THIS SUBDIVISION OR PROPERTY CONTIGUOUS THERETO, UNDER, ALONG AND ACROSS PUBLIC ROADS AS SHOWN ON THIS PLAT AND ALSO UNDER, ALONG AND ACROSS UTILITY EASEMENTS AS SHOWN ON SHEET 2.

AND "PARK 1" IS HEREBY DEDICATED TO THE CITY OF SALIDA, TO BE OWNED AND MAINTAINED BY THE CITY AS A PUBLIC PARK.

AND LOT 28 SHALL BE SUBJECT TO A 30 FOOT WIDE EASEMENT ALONG THE NORTH BOUNDARY THEREOF FOR THE ADDITIONAL USE OF SAID AREA FOR PUBLIC PARK PURPOSES.

AND OUTLOTS 1, 2 AND 3 WILL SERVE AS DRAINAGE, PEDESTRIAN ACCESS, PARK AND PUBLIC UTILITY EASEMENTS OWNED AND MAINTAINED BY THE ANGELVIEW NEIGHBORHOOD HOME OWNERS ASSOCIATION (HOA).

AND HOA LOTS 1, 2, 4, AND 5 SHALL SERVE AS PUBLIC PEDESTRIAN ACCESS EASEMENTS AND SHALL BE OWNED AND MAINTAINED BY THE ANGELVIEW NEIGHBORHOOD HOME OWNERS ASSOCIATION.

AND HOA LOT 3 SHALL SERVE AS A PUBLIC UTILITY EASEMENT AND PUBLIC ACCESS EASEMENT AND SHALL BE OWNED AND MAINTAINED BY THE ANGELVIEW NEIGHBORHOOD HOME OWNERS ASSOCIATION.

AND LOTS 5-19, INCLUSIVE, AND HOA LOTS 1 AND 2 SHALL BE SUBJECT TO A 5' WIDE ACCESS, DRAINAGE AND UTILITY EASEMENT AS SHOWN ON SHEET 2 CONTAINED HEREIN.

IN ADDITION TO THE TYPICAL 5 FOOT WIDE FRONT PUBLIC UTILITY EASEMENTS, LOTS 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 20, 23, 24, 26, 27, 28, 30, 31, 32, 33, 35, 36, 37, 38, 40, 41 AND 42 SHALL BE SUBJECT TO 5.0 FOOT BY 5.0 FOOT POCKET EASEMENTS FOR PLACEMENT OF PUBLIC UTILITIES, AS SHOWN ON SHEET 2.

AND LOT 2 SHALL BE SUBJECT TO A 3.0 FOOT BY 1.0 FOOT POCKET EASEMENT FOR THE PLACEMENT OF PUBLIC UTILITIES IN ADDITION TO THE TYPICAL FRONT 5.0 FOOT PUBLIC UTILITY EASEMENT, SHOWN SHADED ON SHEET 2.

AND PARK 1 SHALL BE SUBJECT TO A 10.0 FOOT BY 10.0 FOOT POCKET EASEMENT FOR THE PLACEMENT OF PUBLIC UTILITIES IN ADDITION TO THE TYPICAL FRONT 5.0 FOOT PUBLIC UTILITY EASEMENT, AS SHOWN ON SHEET 2.

AND LOT 21 SHALL BE SUBJECT TO TWO 5.0 FOOT BY 10 FOOT POCKET EASEMENTS FOR THE PLACEMENT OF PUBLIC UTILITIES IN ADDITION TO THE TYPICAL FRONT 5.0 FOOT PUBLIC UTILITY EASEMENT, AS SHOWN ON SHEET 2.

AND LOTS 20, 22, 23, 24, 25, 26, 27, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41 AND 42 AND HOA LOTS 4 AND 5 SHALL BE SUBJECT TO 20.0 FOOT WIDE PUBLIC ACCESS AND UTILITY EASEMENTS, AS SHOWN ON SHEET 2.

AND LOTS 1, 2 AND 3 SHALL BE SUBJECT TO A 33 FOOT WIDE PUBLIC ACCESS AND UTILITY EASEMENT, SAID EASEMENT BEING THE SOUTHWESTERLY 6.0 FEET OF LOT 2, THE NORTHEASTERLY 6.0 FEET OF LOT AND THE 21.0 FOOT WIDE FLAG PORTION OF LOT 1.

AND OUTLOT 2 SHALL BE SUBJECT TO A 5.0 FOOT PUBLIC UTILITY EASEMENT ADJACENT TO THE ENTIRE WEST BOUNDARY AND A PORTION OF THE NORTH BOUNDARY OF SAID OUTLOT 2, AS SHOWN ON SHEET 2.

AND THE LOTS SHALL BE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND EASEMENTS FOR ANGELVIEW NEIGHBORHOOD RECORDED AT RECEPTION NO. _____ OF THE CHAFFEE COUNTY RECORDS.

AND THE SUBDIVISION SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE SUBDIVISION IMPROVEMENTS AGREEMENT RECORDED AT RECEPTION NO. _____ OF THE CHAFFEE COUNTY RECORDS.

CERTIFICATE OF STREET AND UTILITY MAINTENANCE:

PUBLIC NOTICE IS HEREBY GIVEN THAT NEITHER THE DEDICATED PUBLIC ROADS NOR THE PUBLIC UTILITIES SHOWN ON PLAT SHEET 2 WILL BE MAINTAINED BY THE CITY OF SALIDA UNTIL AND UNLESS THE SUBDIVIDER CONSTRUCTS THE STREETS AND UTILITIES IN ACCORDANCE WITH A SUBDIVISION AGREEMENT, IF ANY, AND THE SUBDIVISION REGULATIONS IN EFFECT AT THE DATE OF THE FILING OF THIS PLAT, AND APPROVAL OF THE CITY HAS BEEN ISSUED TO THAT EFFECT. WHEN THE CITY APPROVES A STREET OR UTILITY FOR MAINTENANCE, THE STREET OR UTILITY SHALL BECOME PUBLIC IN ALL SENSES OF THE WORD AND THE SUBDIVIDER HAS NO FURTHER OBLIGATIONS IN REGARDS TO THAT PARTICULAR STREET OF UTILITY.

ACKNOWLEDGEMENTS:

IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THESE PRESENTS TO BE EXECUTED ON THIS _____ DAY OF _____, 2024.

HARDER-DIESSLIN DEVELOPMENT, LLC
A COLORADO LIMITED LIABILITY COMPANY

HIGH COUNTRY BANK

WALTER G. HARDER IV, MEMBER (OWNER)
STATE OF COLORADO } ss
COUNTY OF CHAFFEE }

FOR HIGH COUNTRY BANK (MORTGAGEE)

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2024.

WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES _____

NOTARY PUBLIC: _____
ADDRESS: _____

NOTARY PUBLIC: _____
ADDRESS: _____

NOTARY PUBLIC: _____
ADDRESS: _____

NOTARY PUBLIC: _____
ADDRESS: _____

NOTARY PUBLIC: _____
ADDRESS: _____

NOTARY PUBLIC: _____
ADDRESS: _____

ANGELVIEW NEIGHBORHOOD SUBDIVISION

LOCATED WITHIN
LOTS 4 AND 5, ANGELVIEW MINOR SUBDIVISION

AND TRACTS IN THE
NE1/4 NW1/4, SEC. 6, T49N, R9E, N.M.P.M.

IN THE
CITY OF SALIDA
CHAFFEE COUNTY, COLORADO
SHEET 1 OF 2

CERTIFICATE OF TITLE INSURANCE COMPANY:

I, _____, A LICENSED TITLE INSURANCE EXAMINER REPRESENTING FIRST AMERICAN TITLE INSURANCE COMPANY IN THE STATE OF COLORADO DO CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE REAL PROPERTY DEDICATED AND SHOWN ON THESE PLATS AND FOUND TITLE VESTED IN HARDER-DIESSLIN DEVELOPMENT, LLC (LOT 4) AND ANGELVIEW APARTMENTS, LLC (LOT 5), FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES, EXCEPT:

TITLE EXAMINER

LAND SURVEYOR'S STATEMENT:

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

DATED THIS _____ DAY OF _____, A.D., 2024.

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

GENERAL LAND SURVEYOR'S NOTES:

- 1) PROPERTY DESCRIPTIONS BASED ON QUIT CLAIM DEEDS RECORDED AT RECEPTION NO. 484781 (LOT 4), RECEPTION NO. 440533 (LOT 5) AND RECEPTION NO. 422141 (PARCELS A & B-TRACTS IN NE1/4 NW1/4 SEC. 6, T49N, R9E, N.M.P.M.)
- 2) RECORD EASEMENT RESEARCH WAS NOT REQUESTED OR PERFORMED, EXCEPT BY REVIEW OF THE FILED PLAT OF ANGELVIEW MINOR SUBDIVISION, RECEPTION NO. 428085.
- 3) DEED LINES ARE BASED ON AFOREMENTIONED PROPERTY DESCRIPTIONS AND ON THE FILED PLAT OF ANGELVIEW MINOR SUBDIVISION (RECEPTION NO. 428085) AND ON THE LOCATIONS OF THE PREVIOUSLY RECOVERED SURVEY MONUMENTS SHOWN AND DESCRIBED ON SHEET 2.
- 4) THE TIE BEARING (S6°16'W) FROM THE WITNESS CORNER CONTAINED IN THE TRACT DESCRIPTIONS DESCRIBED AT RECEPTION NO. 422141 APPEARS TO BE A TYPOGRAPHICAL ERROR, HOWEVER THE DEED CALLS IN SAID DOCUMENT DESCRIBE THE CORNERS OF THE TRACTS AS BEING MARKED BY 5/8" REBAR WITH 1" ALUMINUM CAPS, WHICH MONUMENTS OR THEIR REPLACEMENTS CONTROL THE LOCATION OF THE TRACTS, RESULTING IN A TIE BEARING OF SOUTH 5°16'42" WEST BETWEEN PREVIOUSLY RECOVERED SURVEY MONUMENTS.

DEVELOPMENT NOTES:

- 1) Pursuant to section 16-6-140, Fair Contributions for Public School Sites, as may be amended, a payment in lieu of land dedication for fair contributions for public school sites shall be paid by the owner of each lot within this subdivision prior to issuance of a building permit for any new residence on such lot.
- 2) At the time of development of Angelview Neighborhood Subdivision the developer shall be responsible for the cost to design and install water lines built to then current City of Salida construction standards and specifications for the purpose of looped connection between municipal waterlines located in County Roads 120 and 140.
- 3) At the time of development of Angelview Neighborhood Subdivision the developer shall be responsible for the cost to design and install arterial roadway improvements built to current City of Salida construction standards and specifications.
- 4) The property is zoned High Density Residential (R-3).

IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THESE PRESENTS TO BE EXECUTED ON THIS _____ DAY OF _____, 2024.

ANGELVIEW APARTMENTS, LLC
A COLORADO LIMITED LIABILITY COMPANY

HIGH COUNTRY BANK

WALTER G. HARDER IV, MEMBER (OWNER)
STATE OF COLORADO } ss
COUNTY OF CHAFFEE }

FOR HIGH COUNTRY BANK (MORTGAGEE)

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2024.

WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES _____

NOTARY PUBLIC: _____
ADDRESS: _____

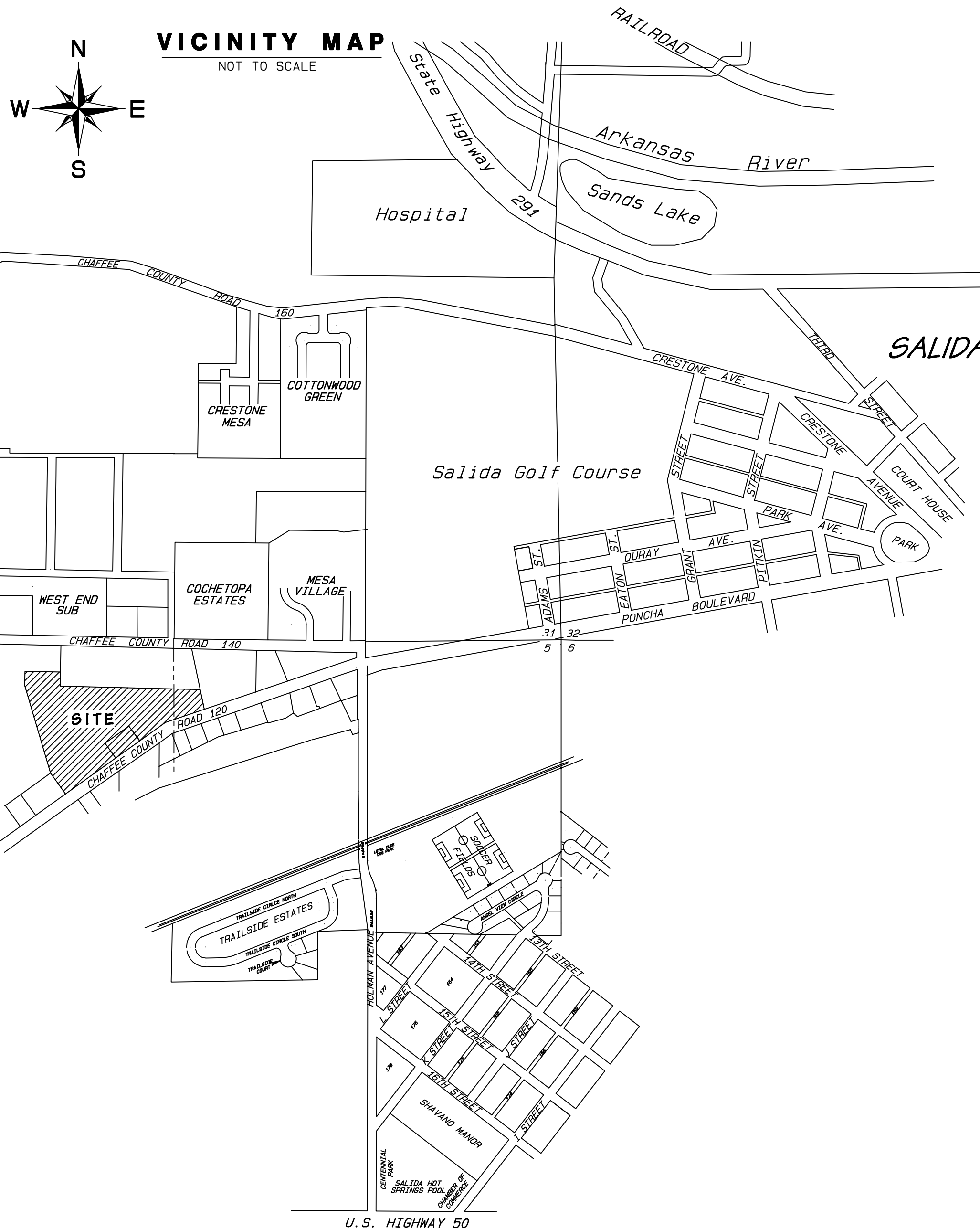
NOTARY PUBLIC: _____
ADDRESS: _____

NOTARY PUBLIC: _____
ADDRESS: _____

NOTARY PUBLIC: _____
ADDRESS: _____

NOTARY PUBLIC: _____
ADDRESS: _____

NOTARY PUBLIC: _____
ADDRESS: _____



CITY COUNCIL APPROVAL:

THIS PLAT IS APPROVED FOR FILING AND THE CITY OF SALIDA HEREBY ACCEPTS THE DEDICATION OF THE PARK, STREETS AND EASEMENTS SHOWN AND DESCRIBED HEREIN, SUBJECT TO THE PROVISIONS OF "STREET AND UTILITY MAINTENANCE" STATED HEREON.

DATED: _____, 202____.

BY: _____
MAYOR, CITY OF SALIDA

CLERK AND RECORDER'S CERTIFICATE:

THIS PLAT WAS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF CHAFFEE COUNTY, COLORADO AT _____M. ON THIS _____ DAY OF _____, A.D., 202____ UNDER RECEPTION NO. _____

CHAFFEE COUNTY CLERK & RECORDER

SHEET 1 OF 2

Additions: 11/19/24 M.K.H.
Additions: 11/19/24 M.K.H.

ANGELVIEW NEIGHBORHOOD SUBDIVISION
IN LOTS 4 & 5, ANGELVIEW MINOR SUBDIVISION, TRACTS IN NE1/4 NW1/4 SEC. 6,
CHAFFEE COUNTY T49N, R9E, N.M.P.M., CITY OF SALIDA, COLORADO

Job Number: J-24-005
J-25-001
TRC FILE: J-12-048
DRAWN BY: M.K.H.
TMOO CAD

CHECKED: _____
Fid. book: 5281, Pgs. 1-33, DS, T&CS

DATE: 10/12/24
DRAWING NO. L-24-03

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

**CITY OF SALIDA, COLORADO
ORDINANCE NO. 22
SERIES OF 2024**

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO
APPROVING THE ANGELVIEW MAJOR IMPACT REVIEW FOR A PLANNED
DEVELOPMENT OVERLAY AND MAJOR SUBDIVISION**

WHEREAS, the City of Salida Planning Commission conducted a public hearing on the Major Impact Review Application request on February 26, 2024 for a Planned Development Overlay and Major Subdivision for the property which includes Lot 4 and Lot 5 of Angelview Minor Subdivision, Shepherd Road, and a 0.57-acre parcel on County Road 120, totaling approximately 11.9 acres; and

WHEREAS The Commission forwarded to the City Council its recommendation that the subject property be approved, with conditions, as a Planned Development Overlay pursuant to the attached Angelview Planned Development Plan (Exhibit A); and

WHEREAS, the City of Salida Planning Commission reviewed and recommended approval, with conditions, the Angelview Major Subdivision within the Planned Development Overlay (Exhibit B); and

WHEREAS, the project is consistent with the purpose, conditions and evaluation standards for a Planned Development Overlay and Major Subdivision; and

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

WHEREAS, after the positive recommendation was forwarded to the City Council, a public hearing was held by the Salida City Council on January 7, 2025.

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

Section One

That the entirety of the property comprising the Angelview Planned Development, to wit, the 11.9 acres is hereby zoned High Density Residential (R-3) with a Planned Development Overlay as shown on the Angelview Planned Development Plan and Major Subdivision Plat attached to this ordinance as Exhibit A and Exhibit B.

Section Two

Upon this approval by the City Council, the Angelview Planned Development Overlay shall be considered a site specific development plan and granted a vested property right for three (3) years. The City Council is approving the vested property right subject to the

terms and conditions contained in the development plan and this ordinance, and failure to abide by such terms and conditions may, at the option of the City Council, after a public hearing, result in the forfeiture of vested property rights.

Section Three

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

The following conditions of approval shall be included as notes on the Angelview Planned Development Plan:

- 1. The public park ("Park 1") shall be constructed by the developer in accordance with the Park Concept Plan (attached as Exhibit C) as specified in a Subdivision Improvement Agreement (SIA), which shall delineate all products, materials, details and specifications and a cost estimate approved by the city. The agreed upon cost of construction of the public park shall be deducted from the required Park and Open Space Fee-in-lieu of \$322,000. Any remaining balance shall be paid to the city for use in future park development as determined by the Director of Parks and Recreation. The public park and all park improvements shall be dedicated to the city.**
- 2. Architectural elements:**
 - a) Streetscape Diversity: To avoid uniformity and lack of variety in design among housing units within the subdivision, no single family's, duplex building's or townhouse building's residential façade elevation shall be repeated more than once every five (5) lots on the same side of the street (e.g., the first and fifth lots in a row may contain the same façade elevation, but the second, third, and fourth lots must contain some different façade elevations). No single family's, duplex building's or townhouse building's residential elevation shall be repeated directly across the street from the same façade elevation. At street corners where a side elevation faces the street that a neighboring unit's front elevation faces, the diversity requirements above shall not apply. Mirror images of the same residential façade shall not count as two (2) distinctly different façades. In unusual circumstances, an Administrative Review process may grant a petition seeking waiver of this requirement. Such an exception may be granted if the petitioner demonstrates that the proposed plan uses repetition for an architectural purpose, such as allusion to historical repetition that would not create a monotonous streetscape of the type this standard seeks to prevent.**

INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED
PUBLISHED BY TITLE ONLY, by the City Council on the 7th day of January, 2025.



[SEAL]

ATTEST:



City Clerk/Deputy City Clerk

City of Salida



Dan Shore, Mayor

CITY OF SALIDA, COLORADO
RESOLUTION NO. 39
(Series 2023)

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO
APPROVING THE DEVELOPMENT IMPROVEMENT AGREEMENT FOR LOT 5 OF
THE ANGELVIEW MINOR SUBDIVISION.**

WHEREAS, the property owners, Harder-Diesslin Holdings, LLC ("Developer") received minor subdivision approval for the Angelview Minor Subdivision on May 23, 2016 as recorded at Reception No. 428085 of the Chaffee County Recorder's Office, Chaffee County, Colorado; and;

WHEREAS, Lot 5 of said minor subdivision ("Property") is being developed in accordance with the Salida Municipal Code; and

WHEREAS, pursuant to Sections 16-2-60 of the Salida Municipal Code ("Land Use Code"), the City and the Developer wish to enter into a Development Improvement Agreement to set forth their understanding concerning the terms and conditions for the construction of the development's public improvements and other improvements; and

WHEREAS, the City Council therefore now wishes to approve and execute a Development Agreement with Developer for Lot 5 of the Angelview Minor subdivision; and

WHEREAS, upon such approval, city staff shall be permitted to correct non-substantive errors, typos and inconsistencies that may be found in the Agreement, as approved by the Mayor.

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

The Development Improvement Agreement for Lot 5 of the Angelview Minor Subdivision is hereby approved and incorporated herein as "Exhibit A".

RESOLVED, APPROVED AND ADOPTED on this 19th day of September, 2023.



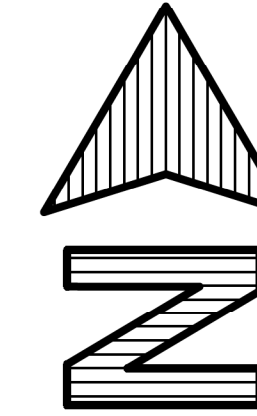
CITY OF SALIDA, COLORADO

~~Dan Shore, Mayor~~

Justin Crikli, Mayor Pro Tem

City Clerk/Deputy City Clerk

SALIDA, CO
FEBRUARY, 2025

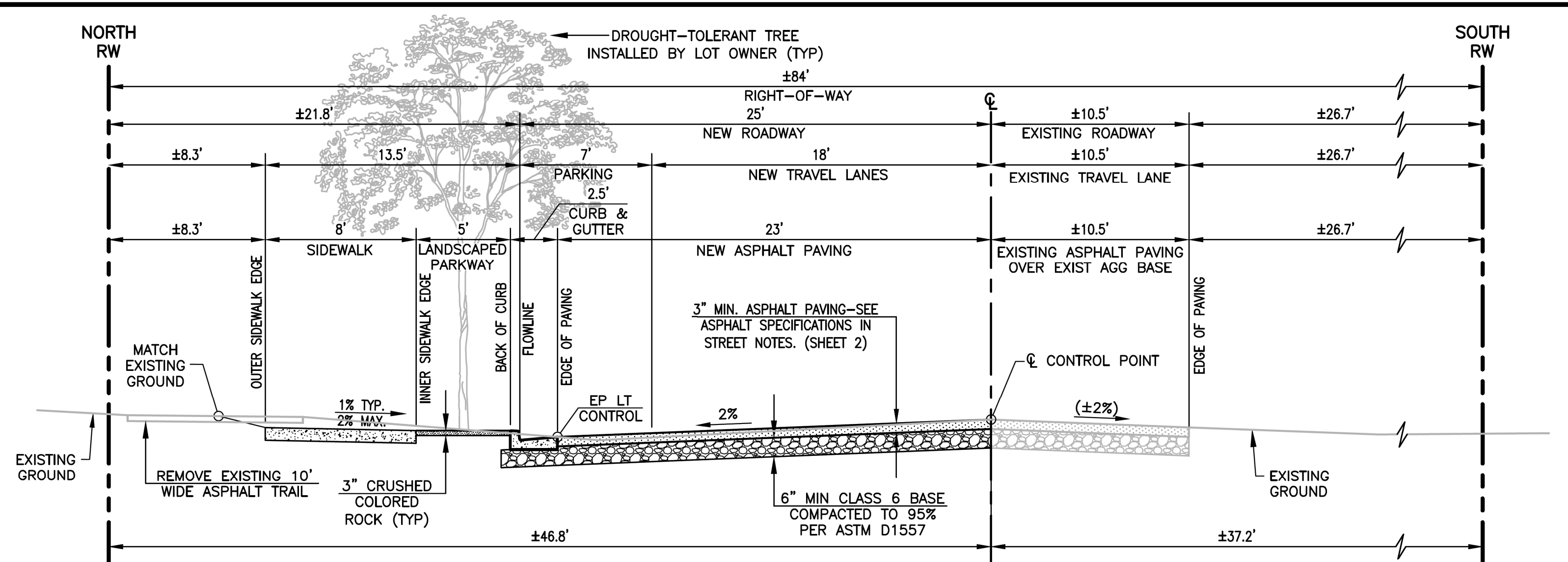


1. THE FOLLOWING SUBMITTALS ARE REQUIRED AND MUST BE RECEIVED AND APPROVED BY THE PROJECT ENGINEER PRIOR TO COMMENCEMENT OF THE WORK:
 - A. GRADATION AND PROCTOR TEST FOR THE BASE COURSE MATERIAL.
 - B. ASPHALT MIX DESIGN STAMPED BY A PROFESSIONAL ENGINEER.
2. ASPHALT PAVEMENT SHALL BE GRADE PG58-28 (S OR SX GRADING), PLACED IN ACCORDANCE WITH CDOT STANDARD SPECIFICATIONS, SECTION 401, UNLESS NOTED OTHERWISE. IF THE MIX IS NOT ON THE CDOT APPROVED PRODUCTS LIST, THE CONTRACTOR SHALL SUBMIT A MIX DESIGN TO THE PROJECT ENGINEER FOR APPROVAL.
3. PRIOR TO PLACEMENT OF AGGREGATE BASE COURSE OR ROAD SURFACING MATERIAL, SUBGRADE SHALL BE PREPARED BY REMOVING ALL ORGANICS, DEBRIS, OR OTHER DELETERIOUS MATERIAL, SCARIFYING, AND RECOMPACTING A MINIMUM OF 1 FT. DEPTH. COMPACTION WILL BE VERIFIED BY WHEEL ROLL TESTING.
4. AGGREGATE BASE COURSE SHALL BE CDOT CLASS 6, COMPACTED TO A MINIMUM OF 95% PER ASTM D698 (STANDARD PROCTOR), AND PLACED IN MAXIMUM LIFTS OF 6" (COMPACTED THICKNESS).
5. ASPHALT PAVING SHALL BE LAID IN LIFTS NOT TO EXCEED 3" UNLESS NOTED OTHERWISE.
6. ALL JOINTS BETWEEN NEW ASPHALT AND EXISTING ASPHALT AND/OR CONCRETE SHALL BE TACKED WITH DILUTED EMULSIFIED ASPHALT (SLOW SETTING) AT A MINIMUM RATE OF 0.5 GALLONS PER SQUARE YARD. TACKING OF JOINTS SHALL BE CONSIDERED INCIDENTAL TO THE STREET PAVING AND WILL NOT BE PAID FOR SEPARATELY.
7. CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL PERSONNEL AND DEVICES REQUIRED FOR THE PROJECT. ACCESS TO PRIVATE PROPERTIES SHALL BE MAINTAINED TO THE MAXIMUM EXTENT POSSIBLE. TRAFFIC CONTROL IS CONSIDERED INCIDENTAL TO THE CONSTRUCTION AND SHALL NOT BE PAID SEPARATELY.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND REPAIR OF PAVEMENT FAILING TO MEET THE PROJECT SPECIFICATIONS.
9. CONTRACTOR SHALL PROVIDE THE APPLICABLE PUBLIC WORKS DEPARTMENT WITH NOTICE A MINIMUM OF 7 DAYS PRIOR TO COMMENCING WORK THAT WILL IMPACT THE PUBLIC.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING ALL VALVE BOXES, MANHOLES, AND OTHER STRUCTURES TO GRADE PRIOR TO OR DURING PAVING OPERATIONS.
11. CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER, PUBLIC WORKS DEPARTMENT, AND/OR TESTING AGENCIES A MINIMUM OF 2 WORKING DAYS PRIOR TO REQUESTED INSPECTION AND/OR TESTING TIMES.
12. THE FOLLOWING SHALL BE CONSIDERED MANDATORY INSPECTION POINTS AND WORK SHALL NOT PROGRESS BEYOND THOSE POINTS WITHOUT OBTAINING WRITTEN APPROVAL OF THE ENGINEER:
 - A. SUBGRADE PLACEMENT AND COMPACTION PRIOR TO BASE PLACEMENT.
 - B. AGGREGATE BASE COURSE PLACEMENT AND COMPACTION PRIOR TO PAVING.
 - C. STRING LINING OF BASE COURSE PRIOR TO PAVING OPERATIONS.

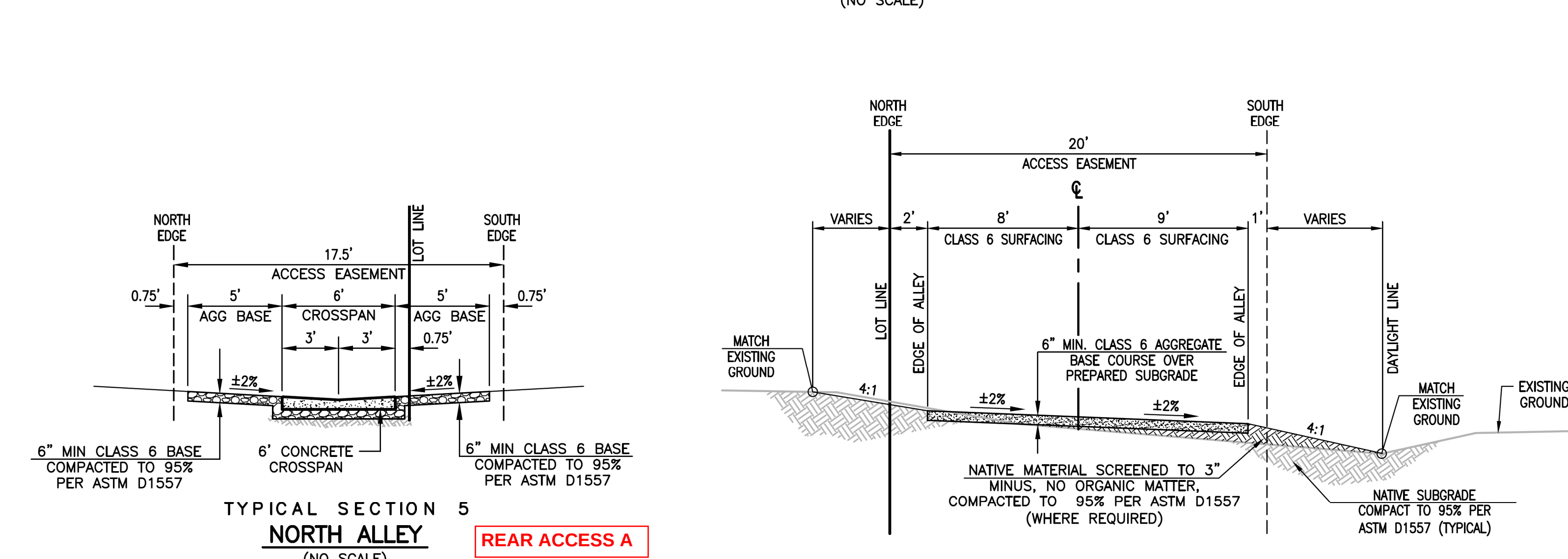
APPROVED
City Of Salida Public Works
Gary Greiner
04/09/2025 8:06:44 AM

IFC 2/28/25

SHEET NO.
2
OF **41** SHTS.
PROJECT NO.
19032



TYPICAL SECTION 4
RD-84-35.5
PONCHA BLVD.
(NO SCALE)

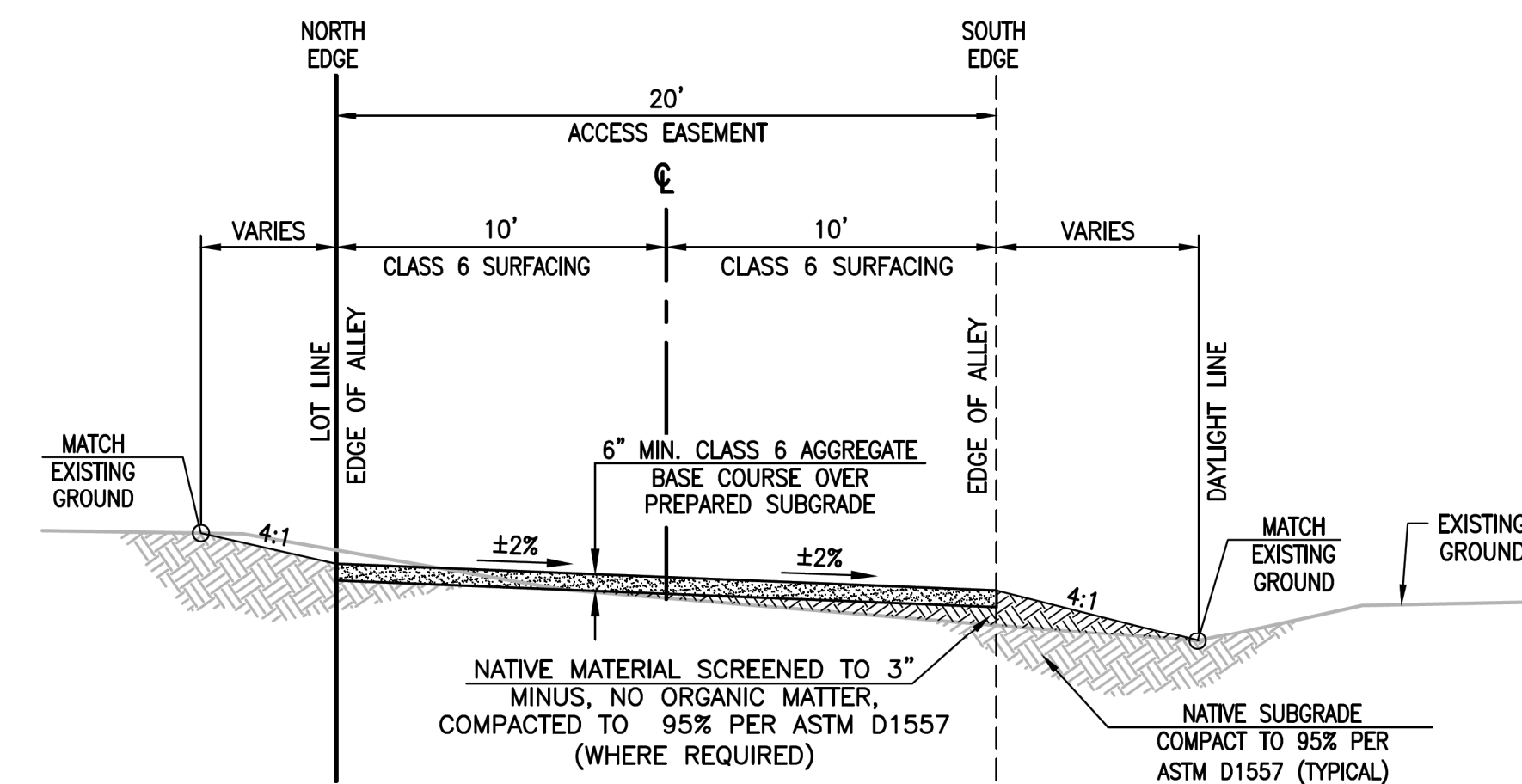


TYPICAL SECTION 6

ALLEY 1

(NO SCALE)

REAR ACCESS B



TYPICAL SECTION 7
ALLEY 2
(NO SCALE)

APPROVED
City Of Salida Public Works
Gary Greiner
04/09/2025 8:06:50 AM

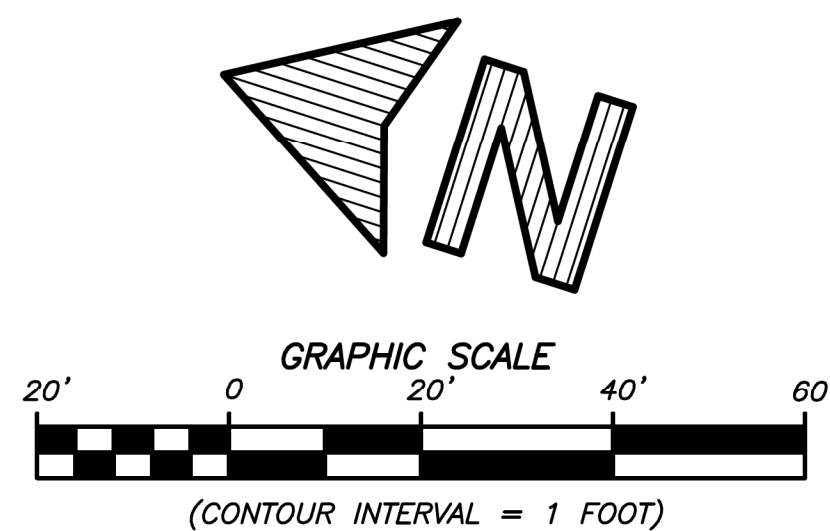
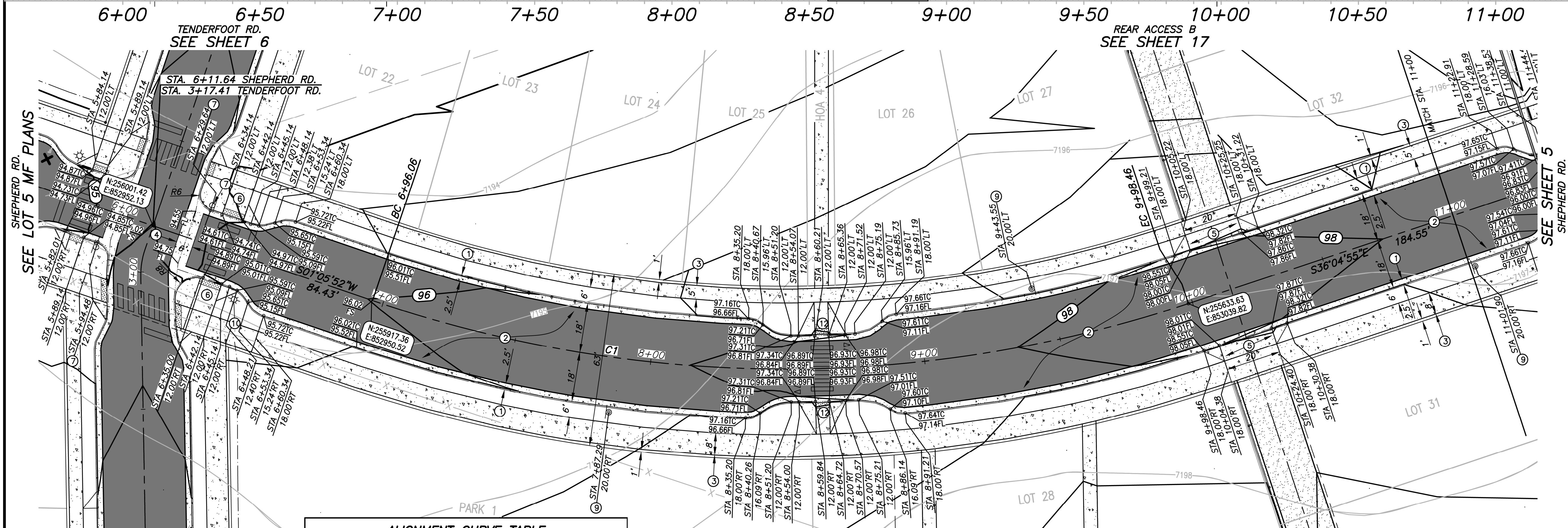
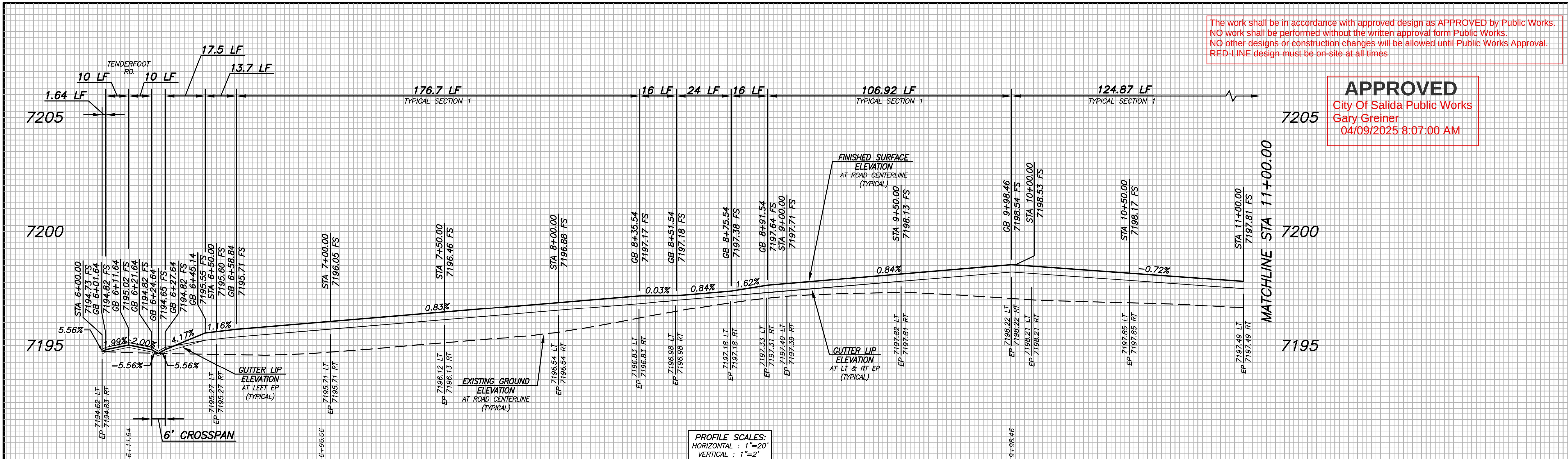
ANGELVIEW NEIGHBORHOOD
SALIDA, CO
STREET PLANS
STREET & ALLEY SECTIONS
TYPICAL SECTIONS

SHEET NO.
3
OF **41** SHTS.
PROJECT NO.
19032

CITY OF SALIDA	
DESIGNED BY TV, JH	APPROVED BY:
DRAWN BY RP, JH	
CHECKED BY TV, PC	AGENCY HEAD DATE
SCALE (NO SCALE)	BENCHMARK: 5/8" REBAR WITH 2-1/2" ALUMINUM CAP STAMPED "LS 16117" AT SE CORNER OF FRANK PARCEL, RECEPTION NO. 379015. ELV=7195.73
DATE FEB. 2025	

The work shall be in accordance with approved design as APPROVED by Public Works.
NO work shall be performed without the written approval from Public Works.
NO other designs or construction changes will be allowed until Public Works Approval.
RED-LINE design must be on-site at all times

APPROVED
City Of Salida Public Works
Gary Greiner
04/09/2025 8:07:00 AM



- CONSTRUCTION NOTES:**
- 1. FURNISH & INSTALL 6"x30" CURB & GUTTER PER PLAN AND DETAIL ON SHEET 13.
 - 2. FURNISH & INSTALL 3" AC PAVING OVER 6" CLASS 6 AGGREGATE BASE PER PLAN AND TYPICAL SECTION ON SHEET 3. AGG BASE TO BE COMPACTED TO A MINIMUM OF 95% ASTM D1557 (STANDARD PROCTOR) OVER COMPACTED SUBGRADE.
 - 3. FURNISH & INSTALL 4" THICK CONCRETE SIDEWALK OVER 4" THICK CDOT CLASS 6 AGGREGATE BASE PER PLAN AND DETAIL ON SHEET 13.
 - 4. FURNISH & INSTALL 6" WIDE CONCRETE CROSSSPAN PER PLAN AND DETAIL ON SHEET 13.
 - 5. FURNISH & INSTALL TYPE 1 DRIVEWAY PER PLAN AND DETAIL ON SHEET 13.
 - 6. FURNISH & INSTALL TYPE 2 ADA CURB RAMP PER PLAN AND DETAIL ON SHEET 13.
 - 7. FURNISH & INSTALL R1-1 "STOP" SIGN, WITH (2) D3-1 STREET NAME SIGNS PER MUTCD STANDARDS, WHERE SHOWN ON PLAN. (2' BEHIND CURB).
 - 8. FURNISH & INSTALL W11-2 (PEDESTRIAN SYMBOL) AND W16-9P "AHEAD" SIGNS ON SAME POLE PER MUTCD STANDARDS, WHERE SHOWN ON PLAN. (2' BEHIND CURB).
 - 9. FURNISH & INSTALL GREENSHINE NSB SERIES SINGLE DAVIT SOLAR STREET LIGHT AND FOUNDATION (OR APPROVED EQUAL) PER PLAN AND DETAIL ON SHEET 13.
 - 10. FURNISH & INSTALL TYPE 1 ADA CURB RAMP PER PLAN AND DETAIL ON SHEET 13.

ALIGNMENT CURVE TABLE				
CURVE #	RADIUS	DELTA	LENGTH	CHORD
C1	466.02	037°10'46"	302.40	297.12

SHEPHERD RD.
STA 6+00.00 TO STA 11+00.00

PRIVATE ENGINEER'S NOTES TO CONTRACTOR
THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS TO THE BEST OF OUR KNOWLEDGE. THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS, OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS.
CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE COUNTY, THE CITY, THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

PREPARED FOR:
HARDER-DIESSLIN DEVELOPMENT GROUP
130 W 2ND STREET - SUITE 1
SALIDA, CO 81201
PHONE: 719-221-5000
PREPARED UNDER THE DIRECTION OF:
DATE
TRACY L. VANDAVEER
L.C.E. NO. 38552
CRABTREE GROUP, INC.
EXP. DATE 10/31/25

PREPARED BY:
CRABTREE GROUP INC.
ENGINEERING SMART GROWTH™
323 D STREET
SALIDA, CO 81201
PH: 719-589-1675
918 CUYAMA ROAD
OJAI, CA 91328
PH: 719-221-1799

SEAL
38552
2/28/25
DATE BY MARK
ENGINEER

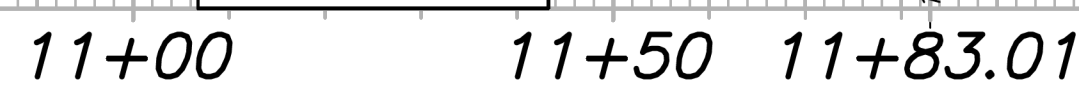
REVISIONS			APPR.	DATE
DATE	BY	MARK	REVISION	AGENCY

CITY OF SALIDA
DESIGNED BY TV, JH
DRAWN BY RP, JH
CHECKED BY TV, PC
SCALE 1"=20'
DATE FEB. 2025
APPROVED BY:
AGENCY HEAD
DATE
BENCHMARK: 5/8" REBAR WITH 2-1/2" ALUMINUM CAP STAMPED "LS 16117" AT SE CORNER OF FRANK PARCEL, RECEPTION NO. 373015. ELV=7195.73

ANGELVIEW NEIGHBORHOOD
SALIDA, CO
STREET PLAN & PROFILE
SHEPHERD RD.
STA 6+00.00 TO STA 11+00.00

SHEET NO.
4
OF 41 SHTS.
PROJECT NO.
19032

IFC 2/28/25



- ① FURNISH & INSTALL 6"x30" CURB & GUTTER PER PLAN AND DETAIL ON SHEET 13.
- ② FURNISH & INSTALL 3" AC PAVING OVER 6" CLASS 6 AGGREGATE BASE PER PLAN AND TYPICAL SECTION ON SHEET 3. AGG BASE TO BE COMPACTED TO A MINIMUM OF 95% ASTM D1557 (STANDARD PROCTOR) OVER COMPACTED SUBGRADE.
- ③ FURNISH & INSTALL 4" THICK CONCRETE SIDEWALK OVER 4" THICK CDOT CLASS 6 AGGREGATE BASE PER PLAN AND DETAIL ON SHEET 13.
- ④ FURNISH & INSTALL 6' WIDE CONCRETE CROSSSPAN PER PLAN AND DETAIL ON SHEET 13.
- ⑤ FURNISH & INSTALL TYPE 2 ADA CURB RAMP PER PLAN AND DETAIL ON SHEET 13.
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- ⑪ FURNISH & INSTALL GREENSHINE NSB SERIES SINGLE DAWT SOLAR STREET LIGHT AND FOUNDATION (OR APPROVED EQUAL) PER PLAN AND DETAIL ON SHEET 13.

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NO work shall be performed without the written approval form Public Works.
NO other designs or construction changes will be allowed until Public Works Approval.
RED-LINE design must be on-site at all times

APPROVED
City Of Salida Public Works
Gary Greiner
04/09/2025 8:07:22 AM

IFC 2/28/25

PRIVATE ENGINEER'S NOTES TO CONTRACTOR

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ANY INFORMATION SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY NECESSARY PERMITS TO EXCAVATE ANY UTILITY LINES OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAVING AND PROTECTING ALL EXISTING TREES AND PLANTS. THE CONTRACTOR SHALL NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OWNER FROM AND AGAINST ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE CONTRACTOR.

PREPARED FOR:
HARDER-DIESSLIN DEVELOPMENT GROUP
130 W 2ND STREET - SUITE 1
SALIDA, CO 81201
PHONE: 719-221-5000

PREPARED UNDER THE DIRECTION OF: _____ DATE _____

TRACY L. VANDAVEER	CRABTREE	GROUP, INC.
L.C.E. NO. 38552	EXP. DATE	10/31/25

PREPARED BY:

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

325 D STREET SALIDA, CO 81201 PH: 719-539-1675	918 CUYAMA ROAD OJAI, CA 93023 PH: 719-221-1799
--	---

SEAL

COLORADO REGISTERED PROFESSIONAL ENGINEER
 38552
 2/28/25
 Jeffrey L. Anderson

DATE	BY	MARK
ENGINEER		

REVISIONS

[illegible]

CITY OF SALIDA

APPROVED BY:

APPROVED BY:

H |

AGENCY HEAD

BENCHMARK: E / S

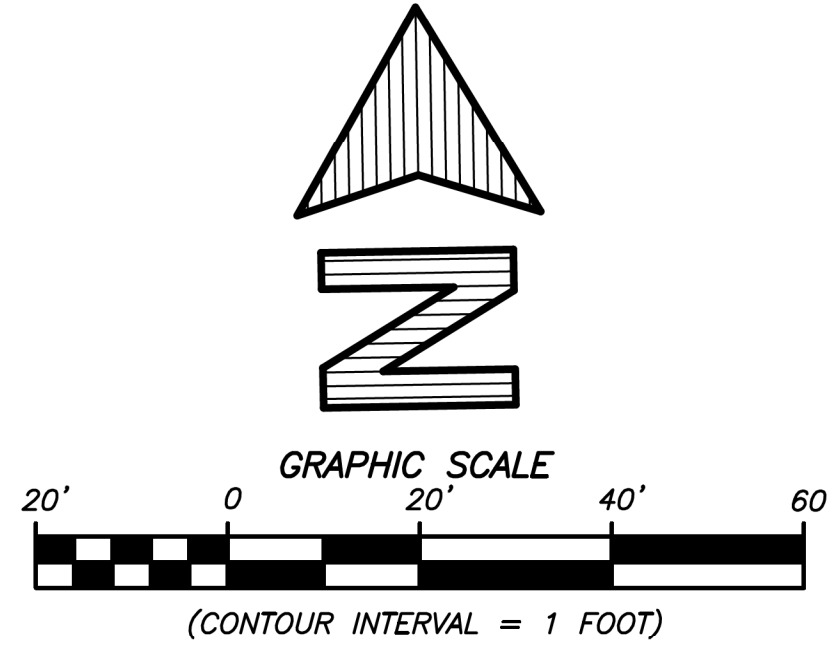
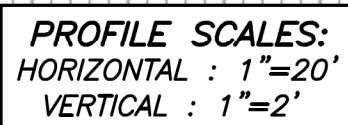
BENCHMARK: 5/8
ALUMINUM CAP STAMP

CORNER OF FRANK PA
379015 ELV=7195.7

ANGELVIEW NEIGHBORHOOD
SALIDA, CO
STREET PLAN & PROFILE
SHEPHERD RD.
STA 11+00.00 TO STA 11+83.01

SHEET NO.
5
41 SHTS.
PROJECT NO.
19032

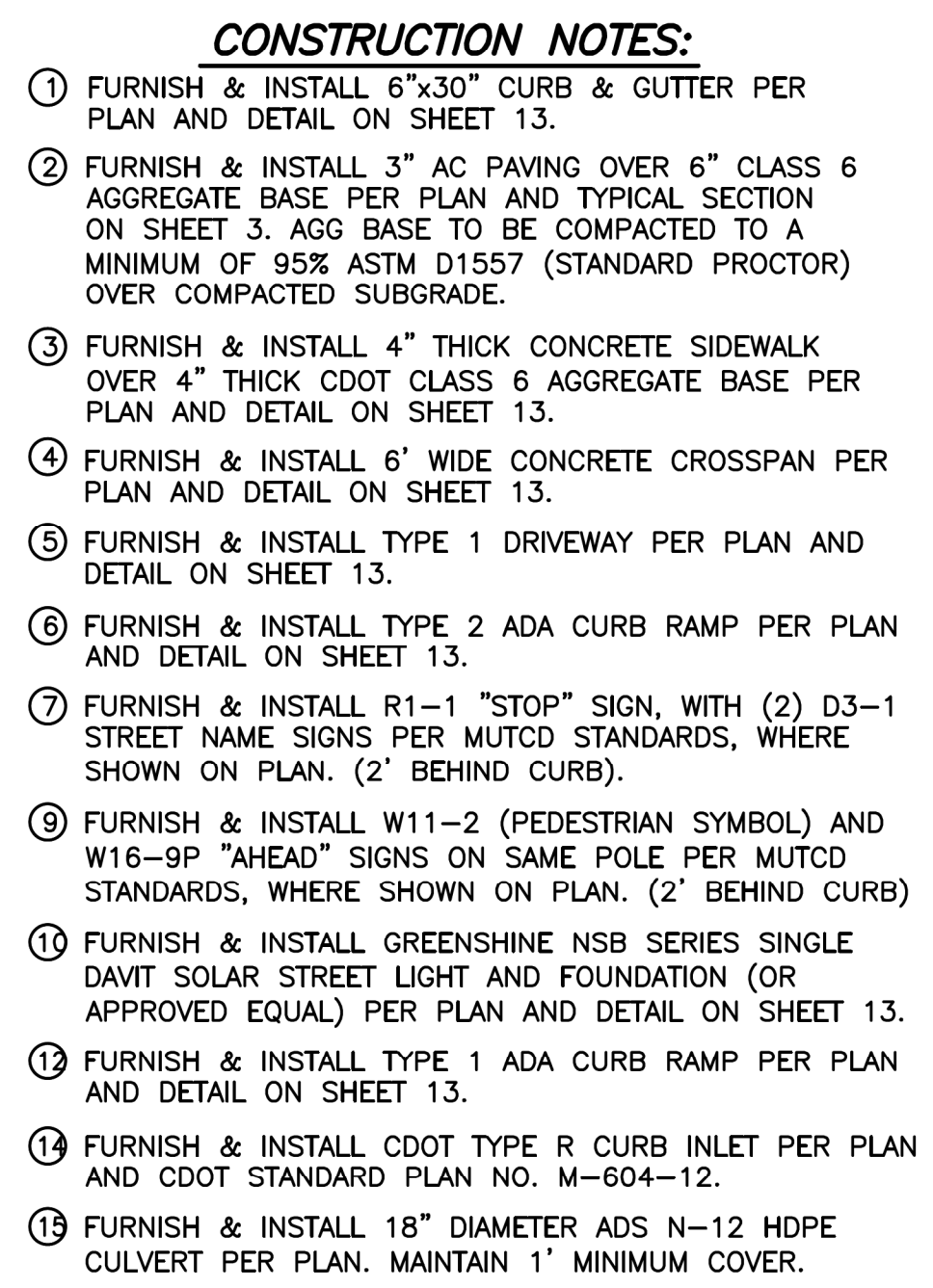
APPROVED
City Of Salida Public Works
Gary Greiner
04/09/2025 8:07:29 AM



- ## **CONSTRUCTION NOTES:**
- ① FURNISH & INSTALL 6"x30" CURB & GUTTER PER PLAN AND DETAIL ON SHEET 13.
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 - ⑩ FURNISH & INSTALL TYPE 1 ADA CURB RAMP PER PLAN AND DETAIL ON SHEET 13.
 - ⑪ FURNISH & INSTALL CDOT TYPE R CURB INLET PER PLAN AND CDOT STANDARD PLAN NO. M-604-12.
 - ⑫ FURNISH & INSTALL 18" DIAMETER ADS N-12 HDPE CULVERT PER PLAN. MAINTAIN 1' MINIMUM COVER.

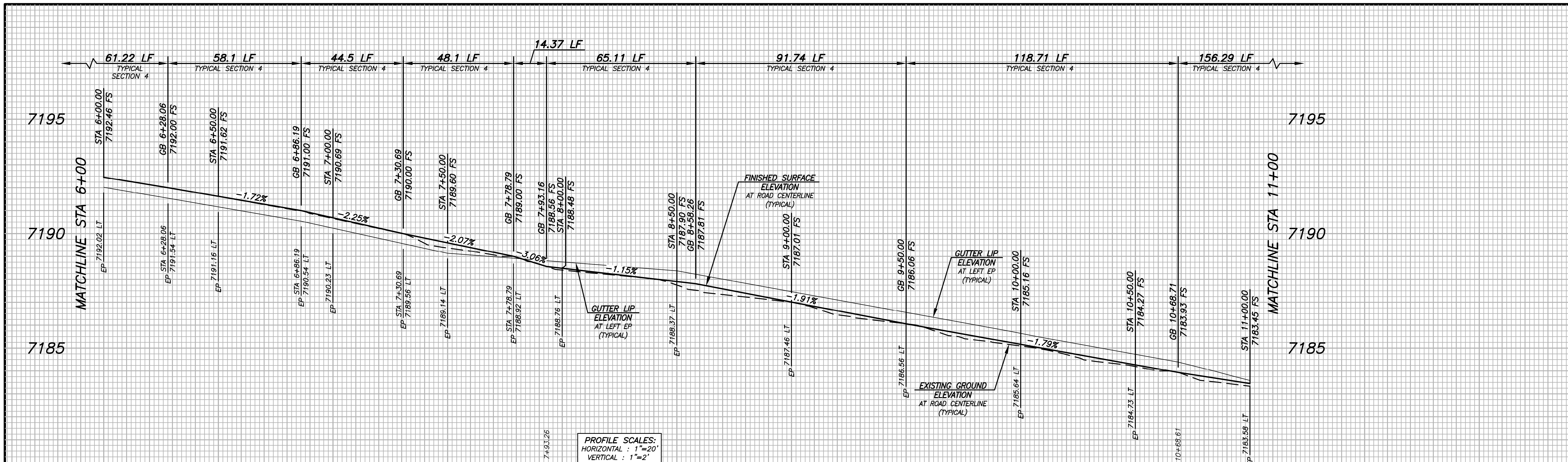
IFC 2/28/25

SHEET NO.
6
OF **41** SHTS.
PROJECT NO.
19032

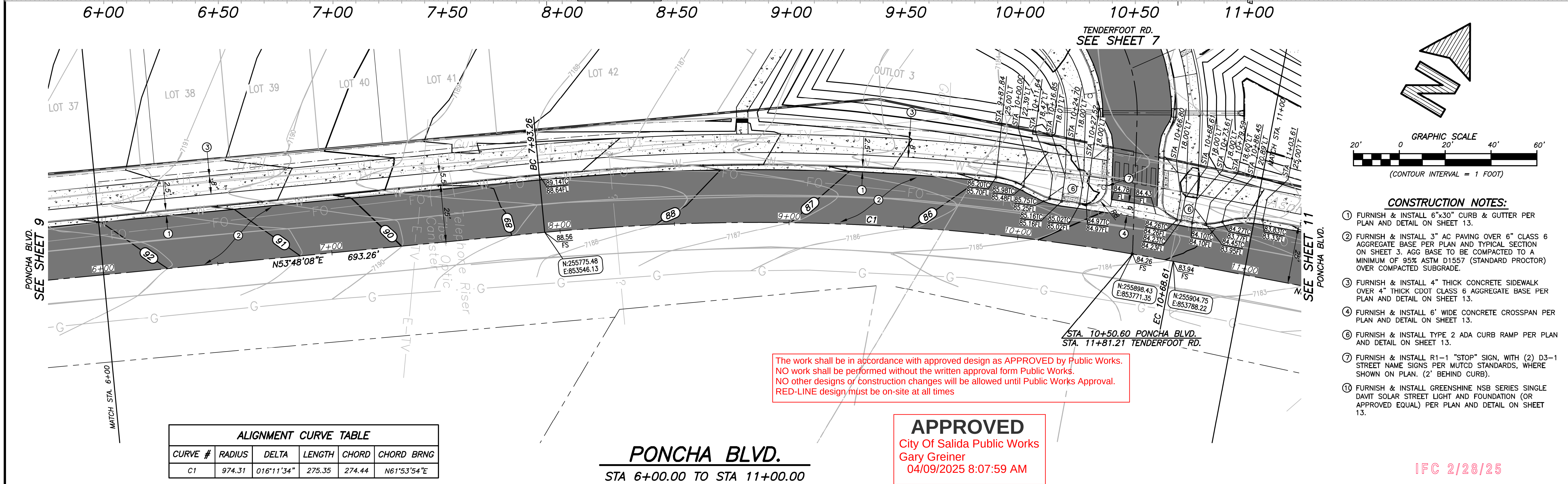


ALIGNMENT CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD	CHORD BRNG
C2	71.37	060°04'42"	74.84	71.45	S58°51'45"E

SHEET NO.
7
OF **41** SHTS.
PROJECT NO.
19032



PROFILE SCALES:
HORIZONTAL : 1"=20'
VERTICAL : 1"=2'



- CONSTRUCTION NOTES:**
- FURNISH & INSTALL 6"x30" CURB & GUTTER PER PLAN AND DETAIL ON SHEET 13.
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ALIGNMENT CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD	CHORD BRNG
C1	974.31	016°11'34"	275.35	274.44	N61°53'54"E

The work shall be in accordance with approved design as APPROVED by Public Works.
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NO other designs or construction changes will be allowed until Public Works Approval.
RED-LINE design must be on-site at all times

APPROVED
City Of Salida Public Works
Gary Greiner
04/09/2025 8:07:59 AM

PRIVATE ENGINEER'S NOTES TO CONTRACTOR THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS TO THE BEST OF OUR KNOWLEDGE. THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS, OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS. CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE COUNTY, THE CITY, THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.		PREPARED FOR: HARDER-DIESSLIN DEVELOPMENT GROUP 130 W 2ND STREET - SUITE 1 SALIDA, CO 81201 PHONE: 719-221-5000 PREPARED UNDER THE DIRECTION OF: DATE _____ TRACY L. VANDAVEER L.C.E. NO. 38552 CRABTREE GROUP, INC. EXP. DATE 10/31/25		PREPARED BY: CRABTREE GROUP INC. ENGINEERING SMART GROWTH™ 3225 D STREET SALIDA, CO 81201 PH: 719-539-1675 918 CUYAMA ROAD OJAI, CA 93023 PH: 719-221-1799		SEAL 		REVISIONS <table><thead><tr><th>DATE</th><th>BY</th><th>MARK</th><th>ENGINEER</th></tr></thead><tbody><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr></tbody></table>		DATE	BY	MARK	ENGINEER																																					CITY OF SALIDA <table><tr><td>DESIGNED BY</td><td>TV, JH</td><td>APPROVED BY:</td><td> </td></tr><tr><td>DRAWN BY</td><td>RP, JH</td><td> </td><td> </td></tr><tr><td>CHECKED BY</td><td>TV, PC</td><td>AGENCY HEAD</td><td>DATE</td></tr><tr><td>SCALE</td><td>1"=20'</td><td>BENCHMARK: 5/8" REBAR WITH 2-1/2" ALUMINUM CAP STAMPED "LS 16117" AT SE CORNER OF FRANK PARCEL, RECEPTION NO. 373015. BLV=7195.73</td><td> </td></tr><tr><td>DATE</td><td>FEB. 2025</td><td> </td><td> </td></tr></table>		DESIGNED BY	TV, JH	APPROVED BY:		DRAWN BY	RP, JH			CHECKED BY	TV, PC	AGENCY HEAD	DATE	SCALE	1"=20'	BENCHMARK: 5/8" REBAR WITH 2-1/2" ALUMINUM CAP STAMPED "LS 16117" AT SE CORNER OF FRANK PARCEL, RECEPTION NO. 373015. BLV=7195.73		DATE	FEB. 2025			ANGELVIEW NEIGHBORHOOD SALIDA, CO STREET PLAN & PROFILE PONCHA BLVD. STA 6+00.00 TO STA 11+00.00 SHEET NO. 10 OF 41 SHTS. PROJECT NO. 19032	
DATE	BY	MARK	ENGINEER																																																																						
DESIGNED BY	TV, JH	APPROVED BY:																																																																							
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- ## NOTES:

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RED-LINE design must be on-site at all times

APPROVED
City Of Salida Public Works
Gary Greiner
04/09/2025 8:08:15 AM

IFC 2/28/25

REVISIONS

APPR.	DATE
REVISION	AGENCY

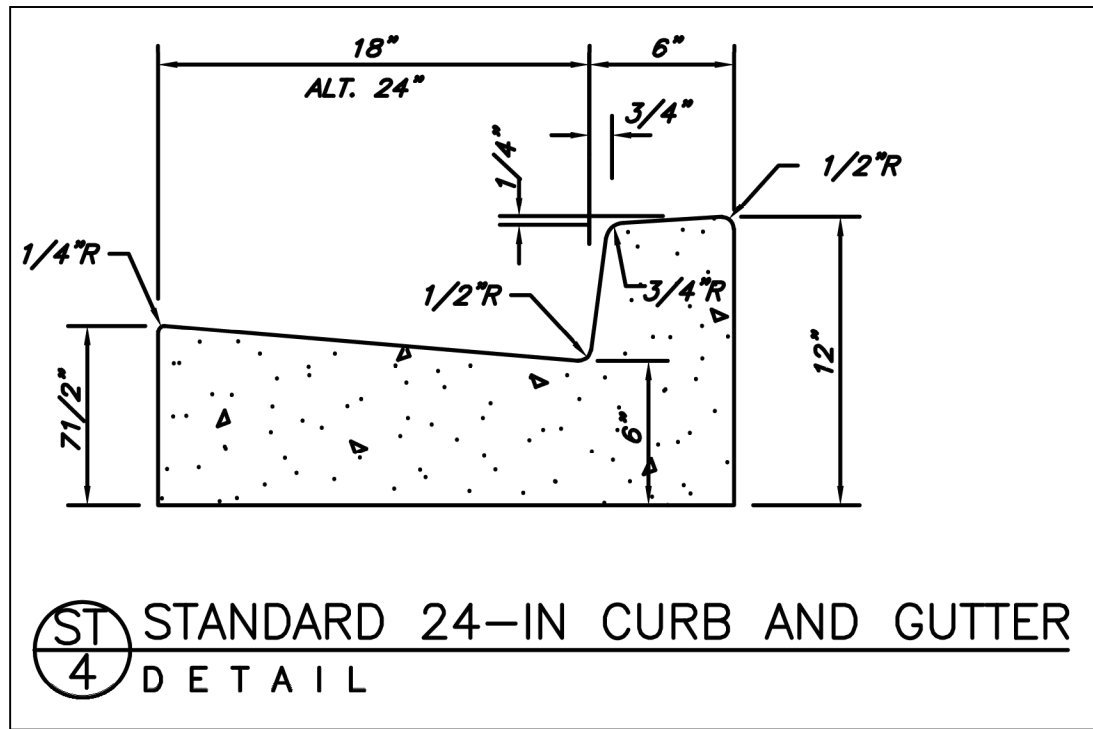
CITY OF SALIDA

APPROVED BY:

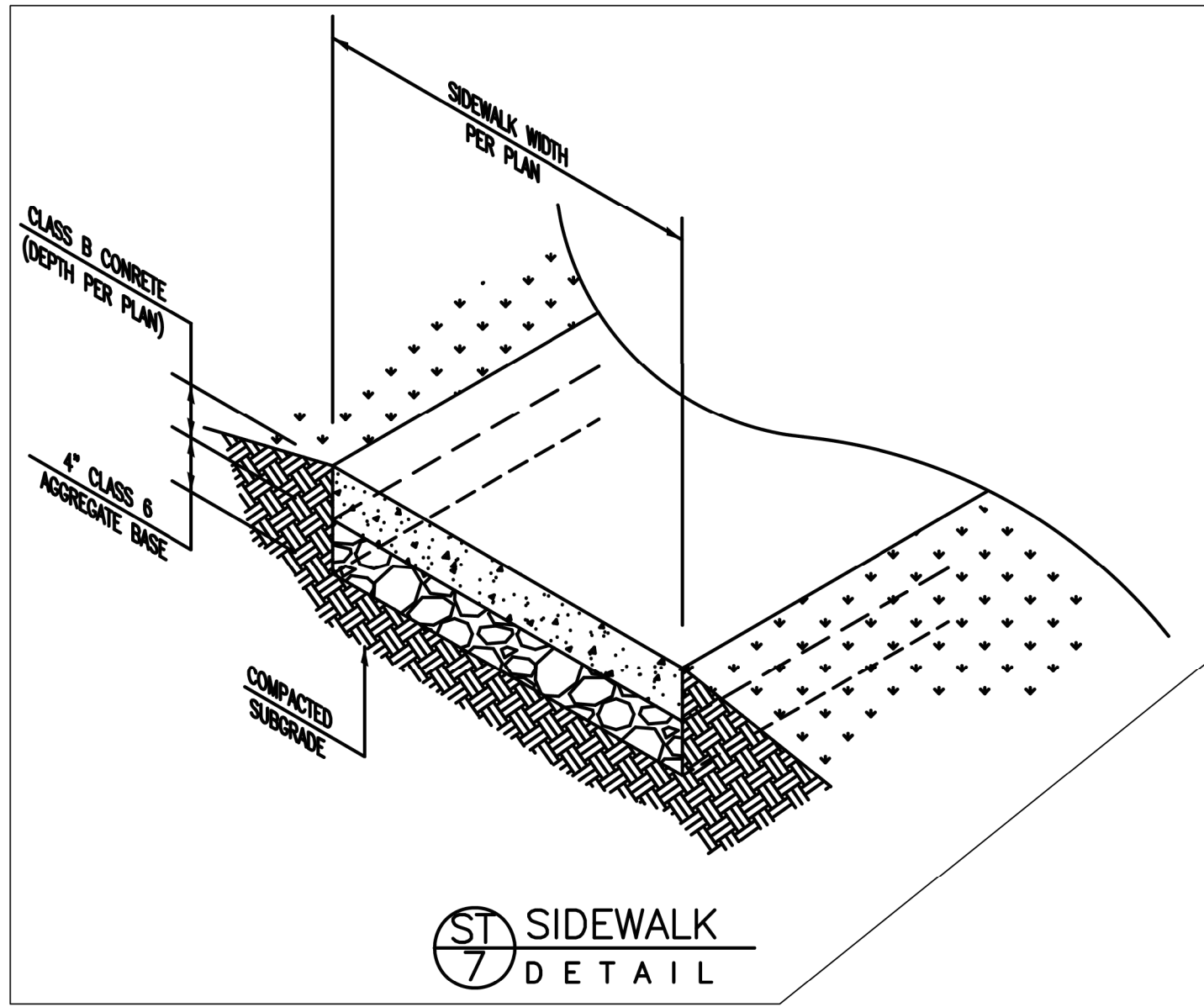
AGENCY HEAD	DATE
BENCHMARK: 5/8" REBAR WITH 2-1/2 ALUMINUM CAP STAMPED "LS 16117" AT CORNER OF FRANK PARCEL, RECEPTION N 379015 FLV=7195 73.	

ANGELVIEW NEIGHBORHOOD
SALIDA, CO
STREET PLANS
SIGNAGE AND STRIPING
SIGNAGE & STRIPING LAYOUT

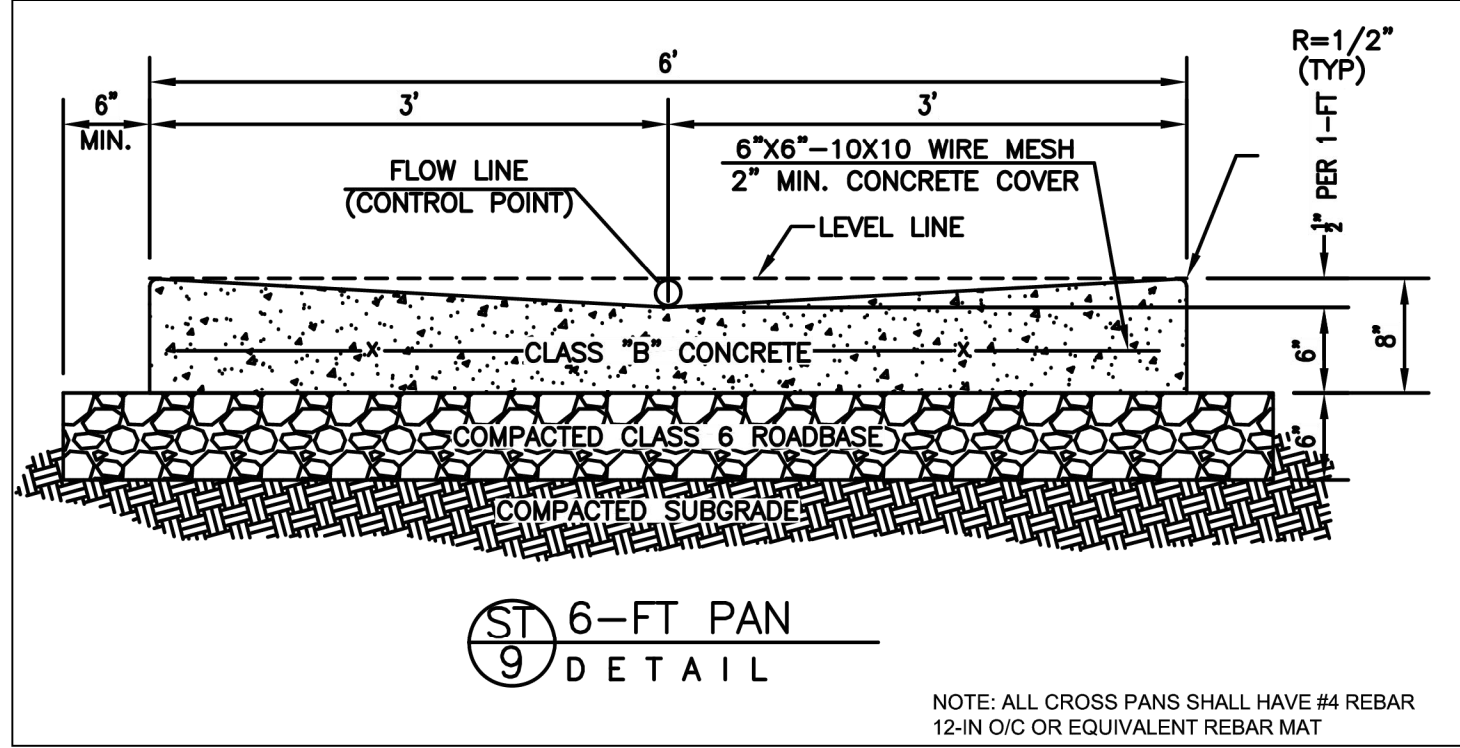
SHEET NO.
12
OF **41** SHTS.
PROJECT NO.
19032



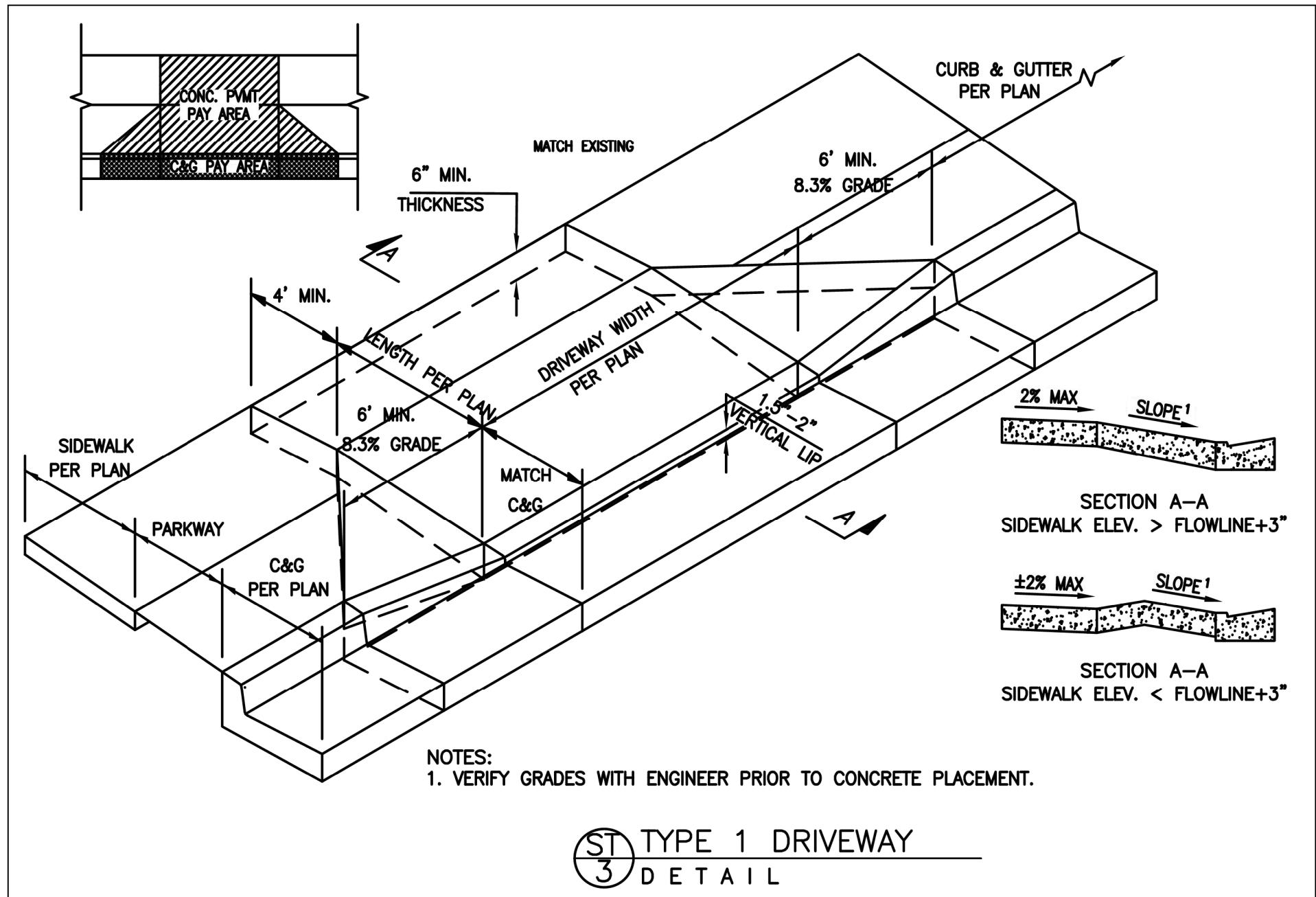
DETAIL
① 6"x30" CURB & GUTTER
(NO SCALE)



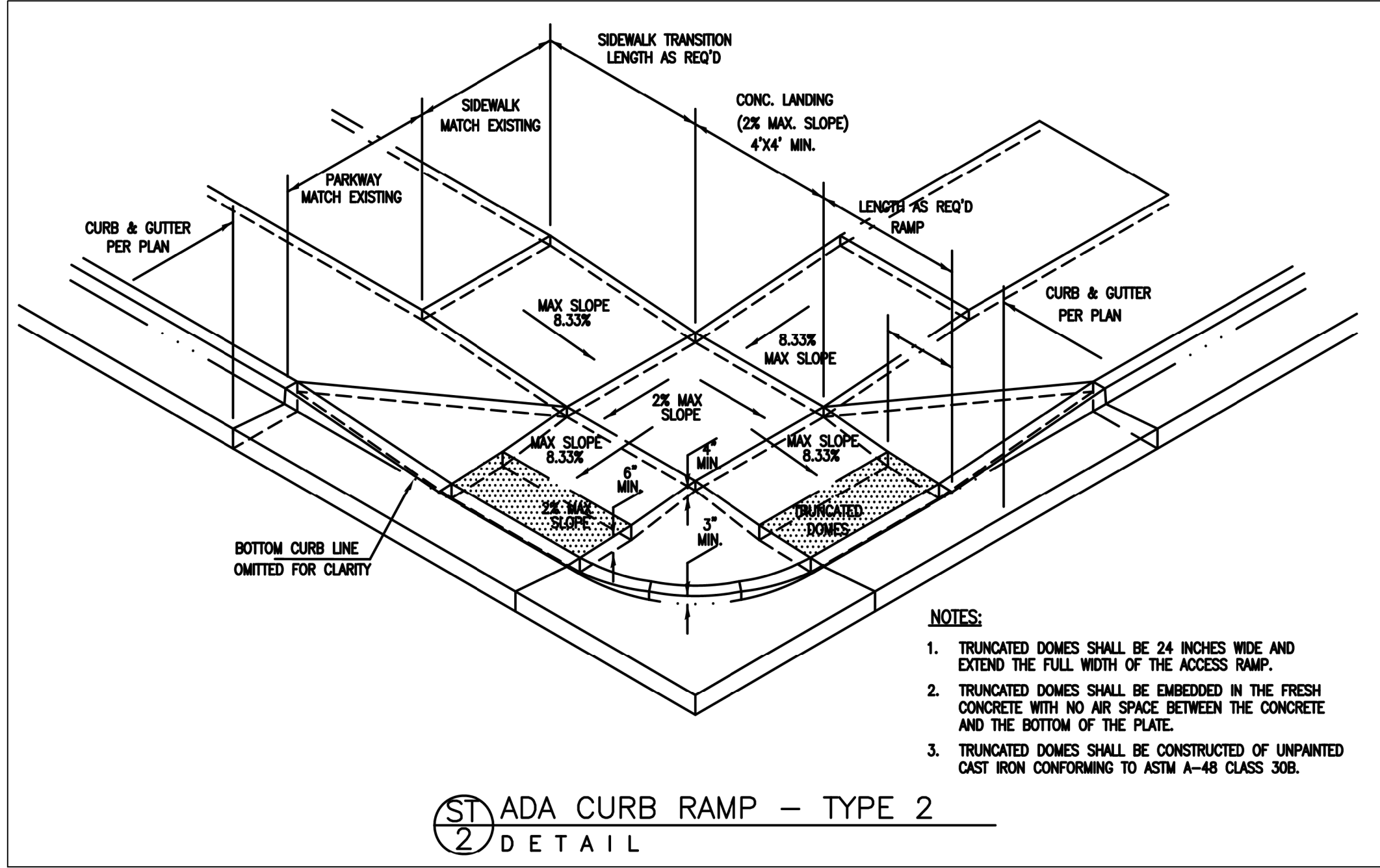
DETAIL
③ CONCRETE SIDEWALK
(NO SCALE)



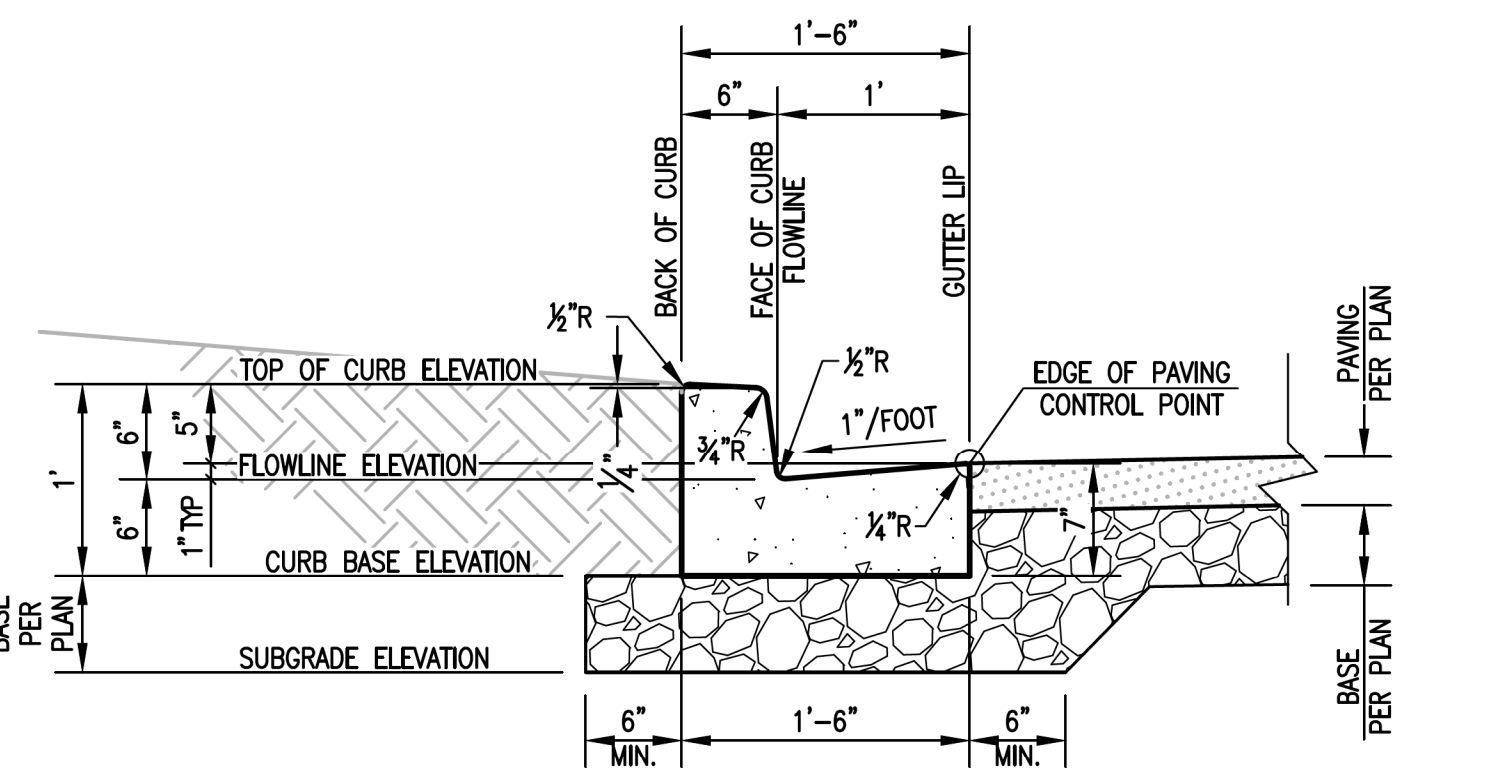
DETAIL
④ 6' CROSSPAN
(NO SCALE)



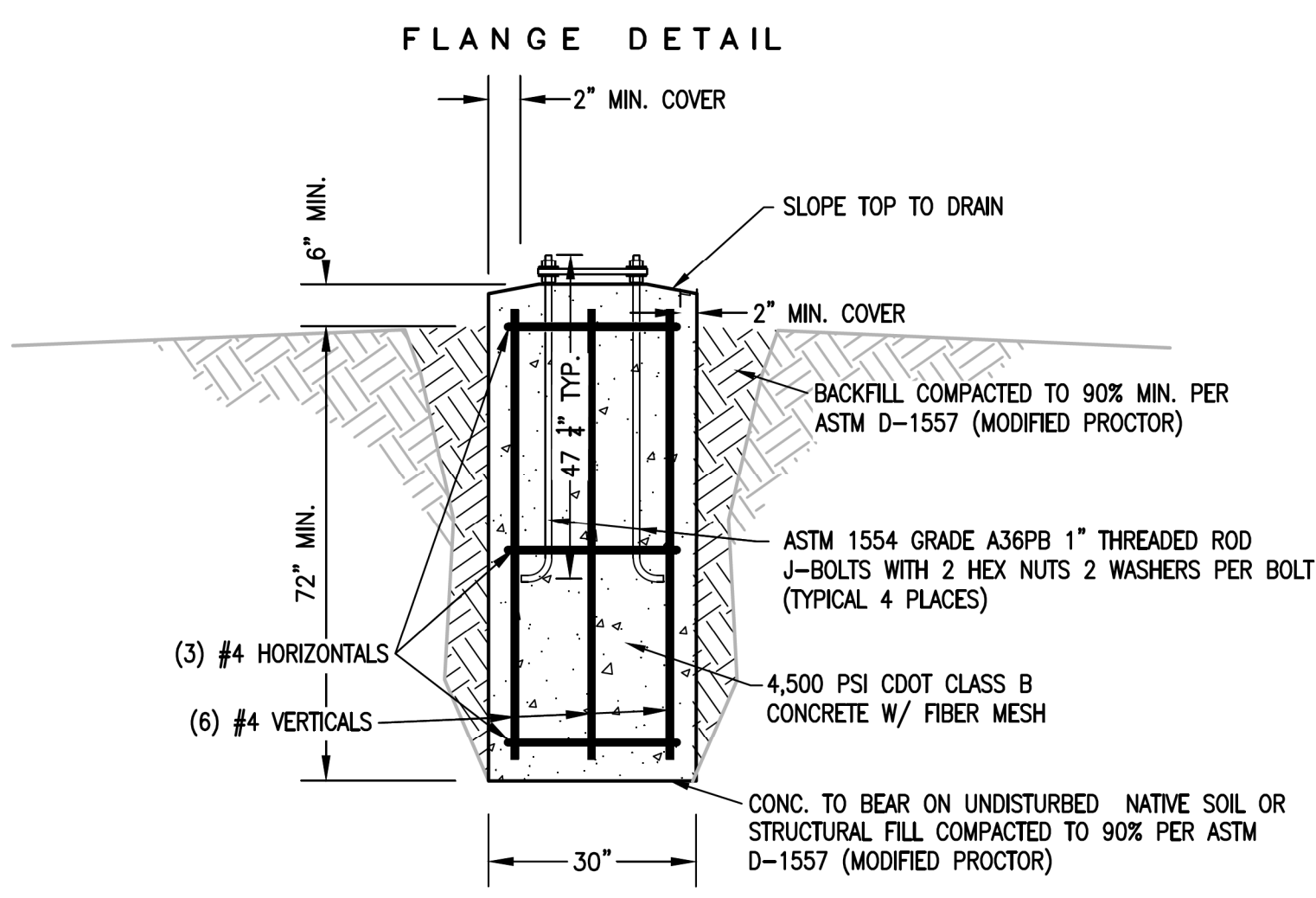
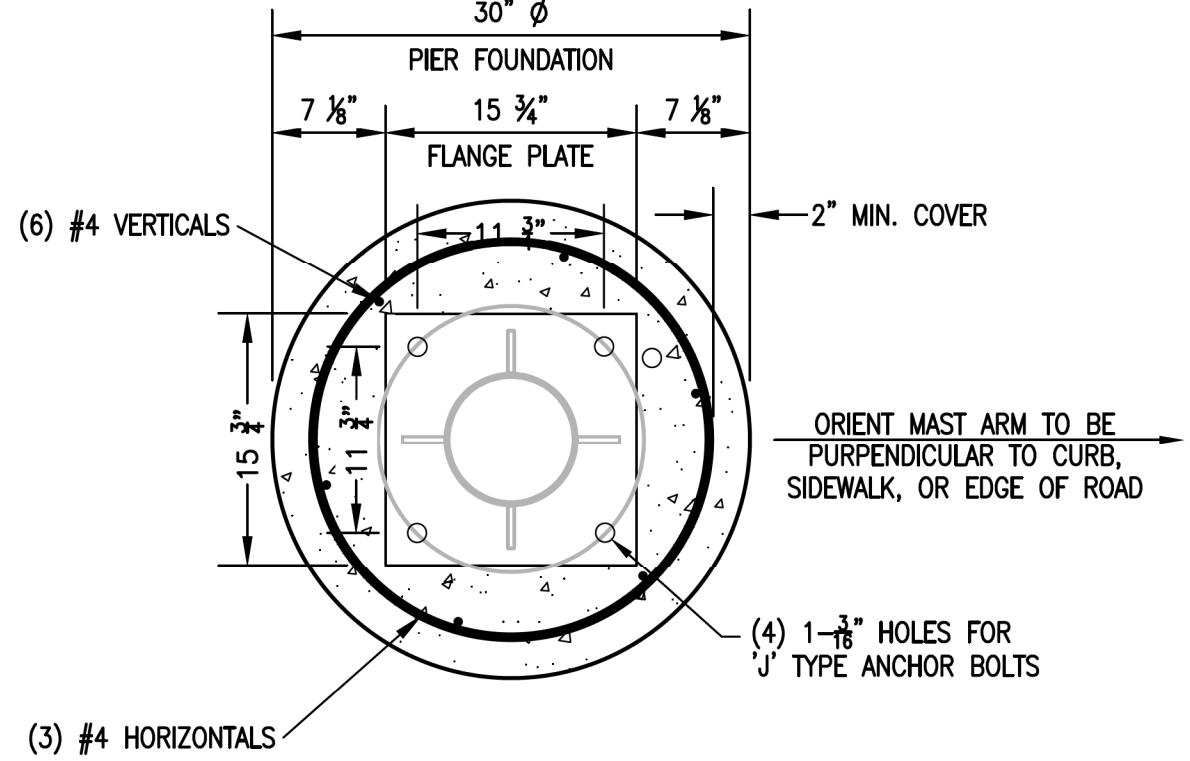
DETAIL
⑤ TYPE 1 DRIVEWAY
(NO SCALE)



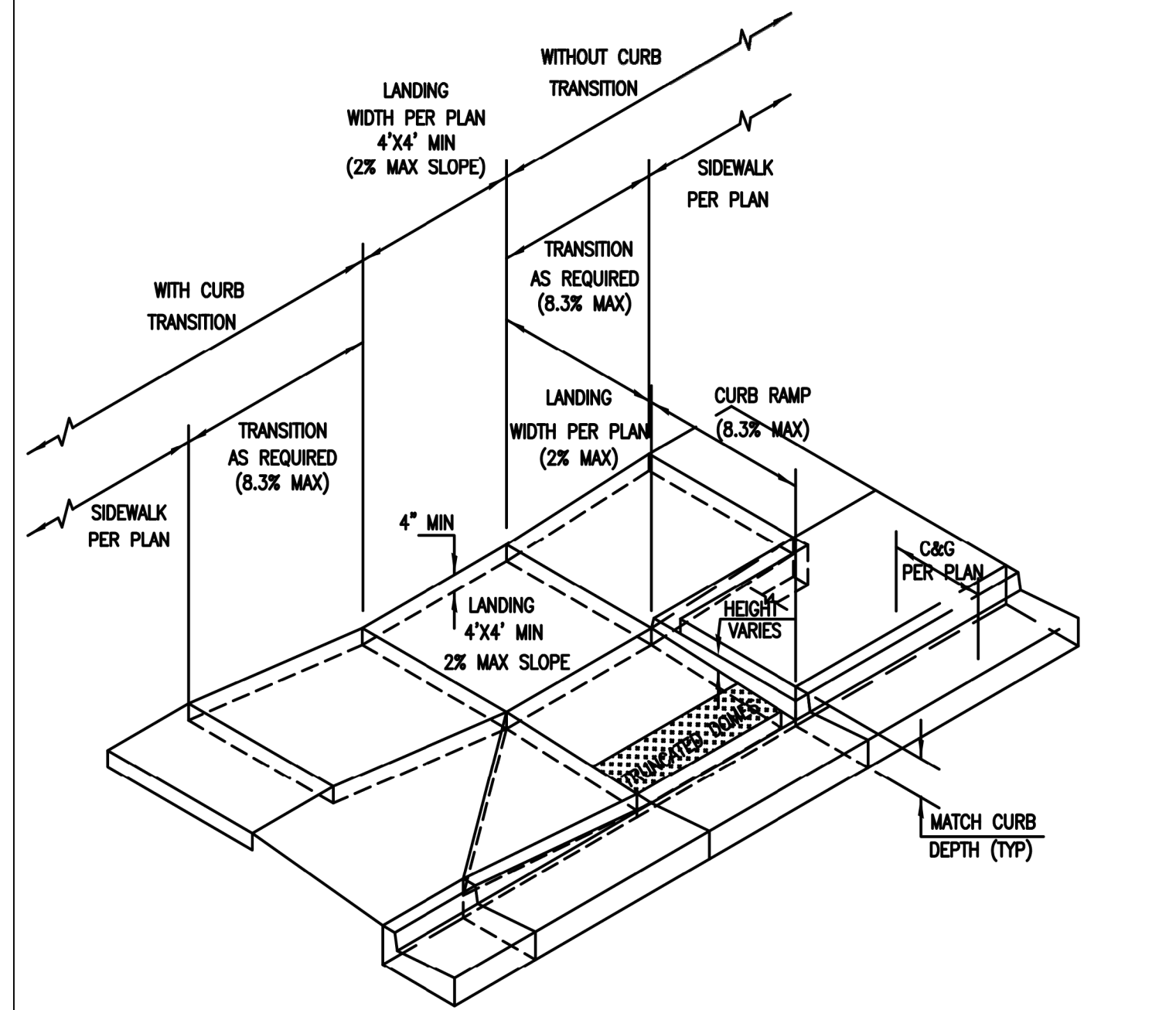
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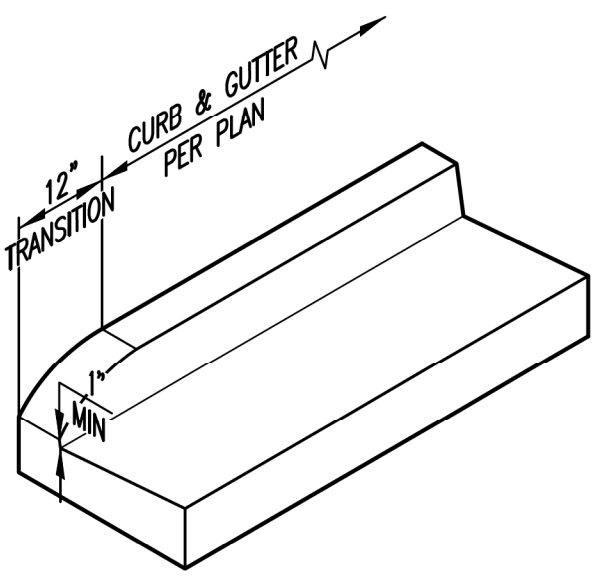
DETAIL
⑧ 18" "CATCH" CURB AND GUTTER
(NO SCALE)



DETAIL
⑩ SOLAR-LIGHT POLE FOUNDATION
(NO SCALE)



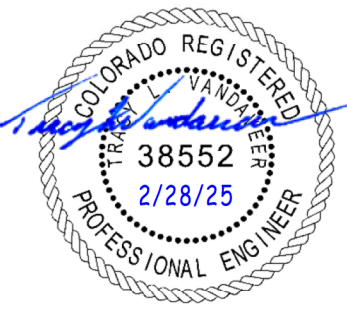
DETAIL
⑫ ADA CURB RAMP - TYPE 1
(NO SCALE)



DETAIL
⑬ CURB TERMINUS
(NO SCALE)

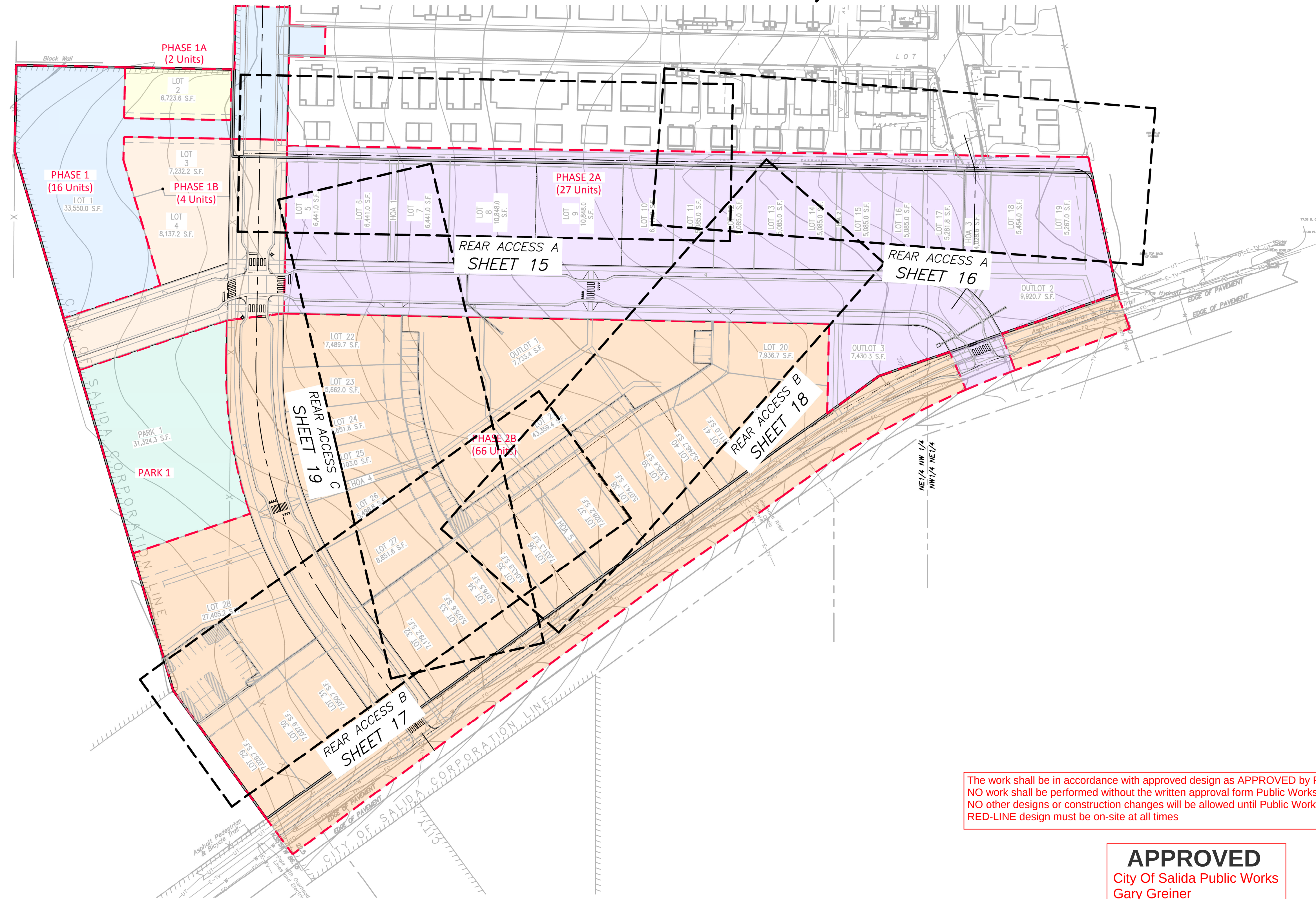
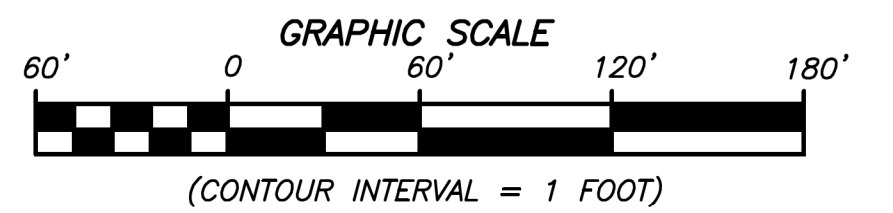
The work shall be in accordance with approved design as APPROVED by Public Works.
NO work shall be performed without the written approval form Public Works.
NO other designs or construction changes will be allowed until Public Works Approval.
RED-LINE design must be on-site at all times

APPROVED
City Of Salida Public Works
Gary Greiner
04/09/2025 8:08:22 AM

PRIVATE ENGINEER'S NOTES TO CONTRACTOR THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS TO THE BEST OF OUR KNOWLEDGE. THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS, OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS. CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE COUNTY, THE CITY, THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.		PREPARED FOR: HARDER-DIESSLIN DEVELOPMENT GROUP 130 W 2ND STREET - SUITE 1 SALIDA, CO 81201 PHONE: 719-221-5000 PREPARED UNDER THE DIRECTION OF: _____ DATE _____ TRACY L. VANDAVEER CRABTREE GROUP, INC. L.C.E. NO. 38552 EXP. DATE 10/31/25		PREPARED BY:  CRABTREE GROUP INC. ENGINEERING SMART GROWTH™ 328 D STREET SALIDA, CO 81201 PH: 719-589-1675 918 CUYAMA ROAD OJAI, CA 93028 PH: 719-221-1799		SEAL 		CITY OF SALIDA DESIGNED BY TV, JH DRAWN BY RP, JH CHECKED BY TV, PC SCALE (NO SCALE) DATE FEB. 2025		APPROVED BY: AGENCY HEAD DATE BENCHMARK: 5/8" REBAR WITH 2-1/2" ALUMINUM CAP STAMPED "LS 16117" AT SE CORNER OF FRANK PARCEL, RECEPTION NO. 379015. ELEV=7195.73		ANGELVIEW NEIGHBORHOOD SALIDA, CO STREET PLANS STREET DETAIL SHEET STREET IMPROVEMENTS		SHEET NO. 13 OF 41 SHTS. PROJECT NO. 19032	
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REAR ACCESS PLANS

SALIDA, CO
FEBRUARY, 2025



ALLEY NOTES:

1. THE FOLLOWING SUBMITTALS ARE REQUIRED AND MUST BE RECEIVED AND APPROVED BY THE PROJECT ENGINEER PRIOR TO COMMENCEMENT OF THE WORK:
 - A. GRADATION AND PROCTOR TEST FOR THE BASE COURSE MATERIAL.
2. PRIOR TO PLACEMENT OF AGGREGATE BASE COURSE OR ROAD SURFACING MATERIAL, SUBGRADE SHALL BE PREPARED BY REMOVING ALL ORGANICS, DEBRIS, OR OTHER DELETERIOUS MATERIAL, SCARIFYING, AND RECOMPACTING A MINIMUM OF 1 FT. DEPTH. COMPACTION WILL BE VERIFIED BY WHEEL ROLL TESTING.
3. AGGREGATE BASE COURSE SHALL BE CDOT CLASS 6, COMPACTED TO A MINIMUM OF 95% PER ASTM D698 (STANDARD PROCTOR), AND PLACED IN MAXIMUM LIFTS OF 6" (COMPACTED THICKNESS).
4. CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL PERSONNEL AND DEVICES REQUIRED FOR THE PROJECT. ACCESS TO PRIVATE PROPERTIES SHALL BE MAINTAINED TO THE MAXIMUM EXTENT POSSIBLE. TRAFFIC CONTROL IS CONSIDERED INCIDENTAL TO THE CONSTRUCTION AND SHALL NOT BE PAID SEPARATELY.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND REPAIR OF PAVEMENT FAILING TO MEET THE PROJECT SPECIFICATIONS.
6. CONTRACTOR SHALL PROVIDE THE APPLICABLE PUBLIC WORKS DEPARTMENT WITH NOTICE A MINIMUM OF 7 DAYS PRIOR TO COMMENCING WORK THAT WILL IMPACT THE PUBLIC.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING ALL VALVE BOXES, MANHOLES, AND OTHER STRUCTURES TO GRADE PRIOR TO OR DURING SURFACING OPERATIONS.
8. CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER, PUBLIC WORKS DEPARTMENT, AND/OR TESTING AGENCIES A MINIMUM OF 2 WORKING DAYS PRIOR TO REQUESTED INSPECTION AND/OR TESTING TIMES.
9. THE FOLLOWING SHALL BE CONSIDERED MANDATORY INSPECTION POINTS AND WORK SHALL NOT PROGRESS BEYOND THOSE POINTS WITHOUT OBTAINING WRITTEN APPROVAL OF THE ENGINEER:
 - A. SUBGRADE PLACEMENT AND COMPACTION PRIOR TO BASE PLACEMENT.
 - B. AGGREGATE BASE COURSE PLACEMENT AND COMPACTION PRIOR TO PAVING.
 - C. STRING LINING OF BASE COURSE.

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APPROVED
City Of Salida Public Works
Gary Greiner
04/09/2025 8:08:28 AM

IFC 2/28/25

INDEX MAP

SCALE: 1"=60'

PRIVATE ENGINEER'S NOTES TO CONTRACTOR

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE APPROPRIATE AGENCIES OF ANY UTILITIES SHOWN OR NOT SHOWN ON THESE DRAWINGS.

THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY, TRAFFIC CONTROL, AND NEIGHBORHOOD CONCERNS. THE CONTRACTOR SHALL NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE COUNTY, THE CITY, THE OWNER AND THE ENGINEER HARMLESS FROM AND AGAINST ALL SUCH CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES, INCURRED BY THEM AS A RESULT OF THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE ENGINEER.

PREPARED FOR: HARDER-DIESSLIN DEVELOPMENT GROUP 130 W 2ND STREET - SUITE 1 SALIDA, CO 81201 PHONE: 719-221-5000	
PREPARED UNDER THE DIRECTION OF:	_____ DATE
TRACY L. VANDAVEER L.C.E. NO. 38552	CRABTREE GROUP, INC. EXP. DATE 10/31/25

PREPARED BY:

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

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

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

SEAL

COLORADO REGISTERED
VANDERBILT
38552
2/28/25
PROFESSIONAL ENGINEER

J. Michael Anderson

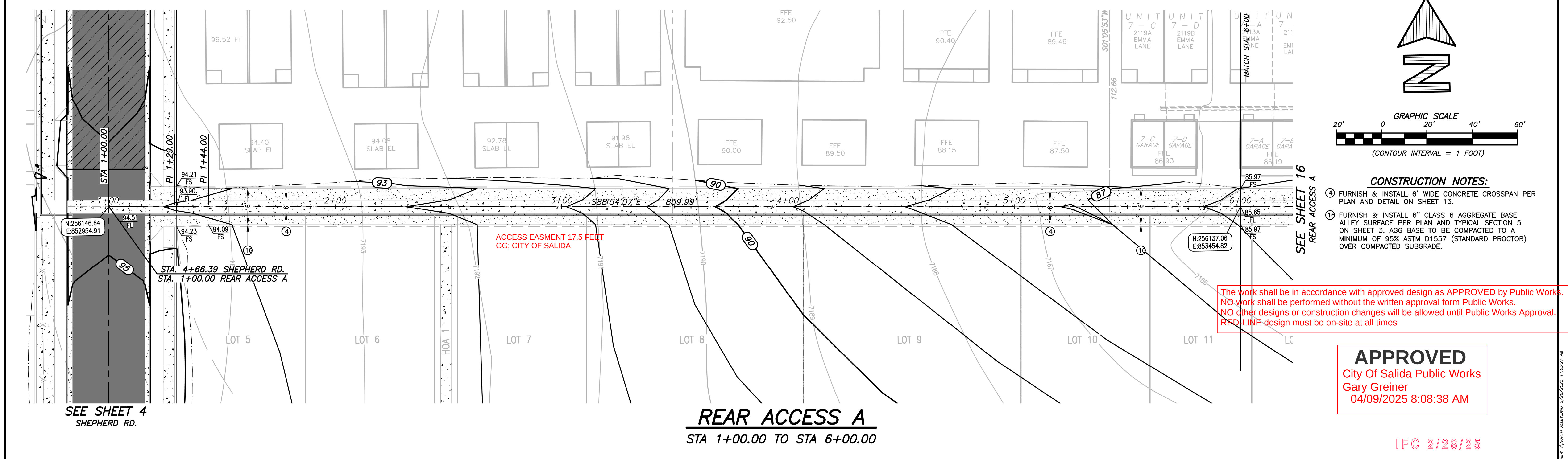
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R E V I S I O N S	APPR. REVISION	DATE AGENCY

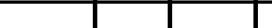
CITY OF SALIDA	
DESIGNED BY TV, JH	APPROVED BY:
DRAWN BY RP, JH	
CHECKED BY TV, PC	AGENCY HEAD DATE
SCALE 1"=60'	BENCHMARK: 5/8" REBAR WITH 2-1/2" ALUMINUM CAP STAMPED "LS 16117" AT SE CORNER OF FRANK PARCEL. RECEPTION NO. 111115
DATE FEB. 2025	

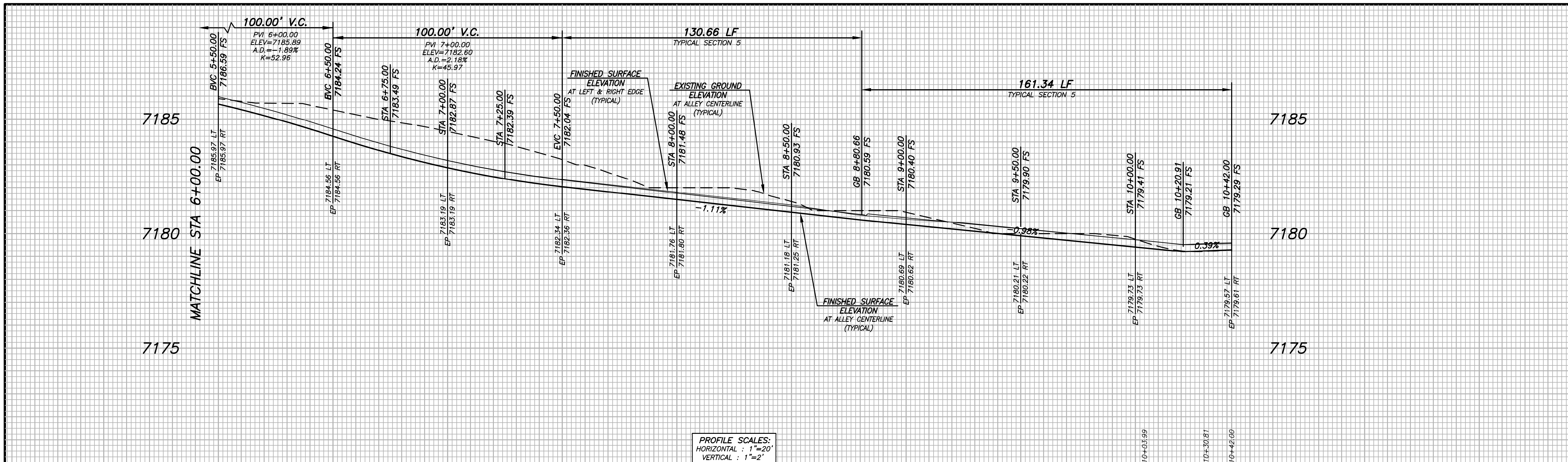
ANGELVIEW NEIGHBORHOOD
SALIDA, CO
ALLEY PLANS
REAR ACCESS COVER SHEET
ALLEY NOTES, INDEX MAP

SHEET NO.
14
OF **41** SHTS.
PROJECT NO.
19032

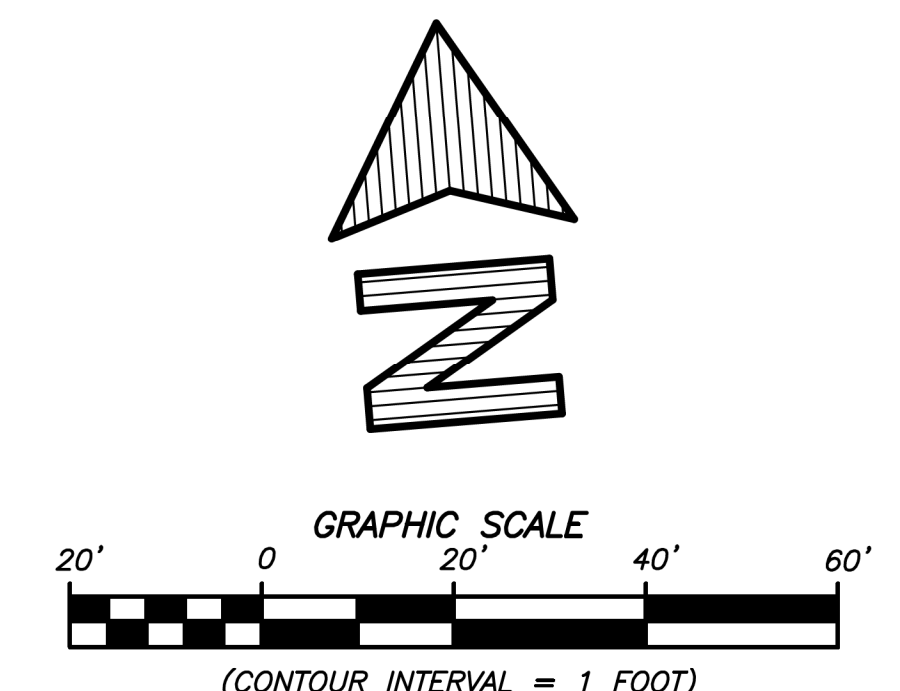
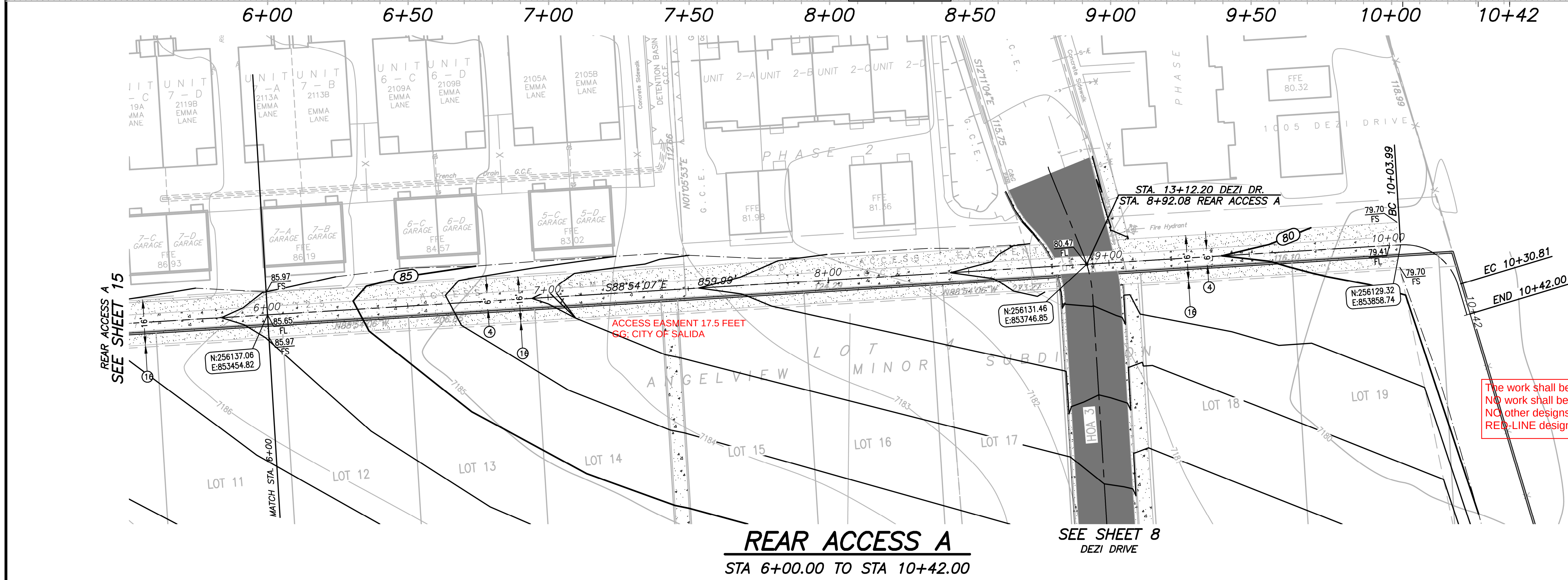


IFC 2/28/25

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ENGINEERING SMART GROWTH™ 325 D STREET SALIDA, CO 81201 PH: 719-539-1675 918 CUYAMA ROAD OJAI, CA 93023 PH: 719-221-1799		SEAL 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PROFILE SCALES:
HORIZONTAL : 1"=20'
VERTICAL : 1"=2'

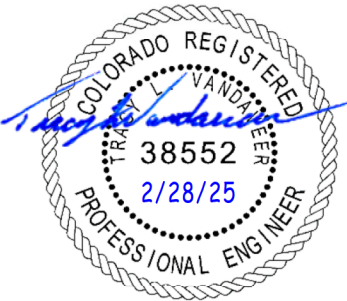


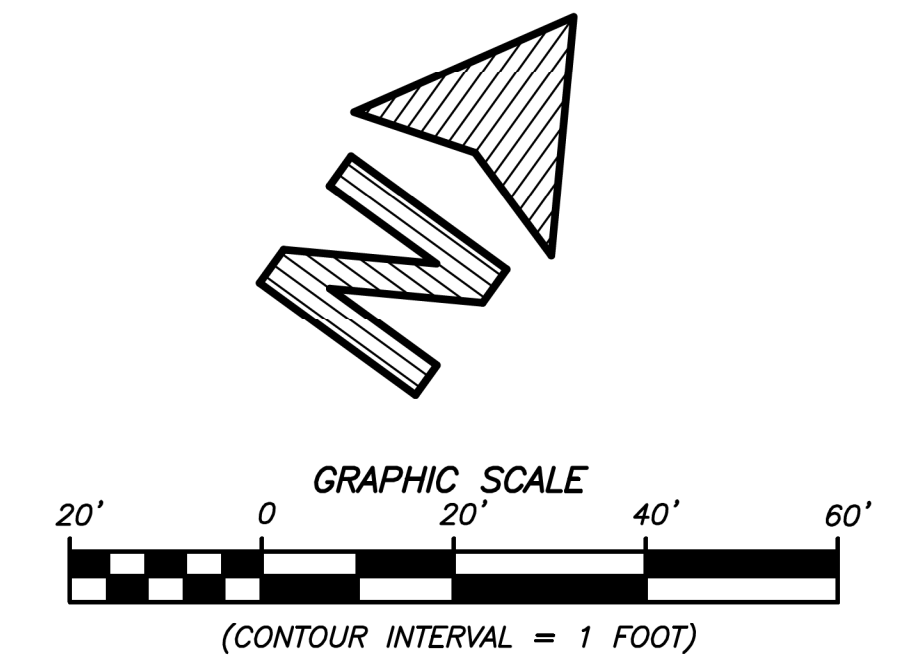
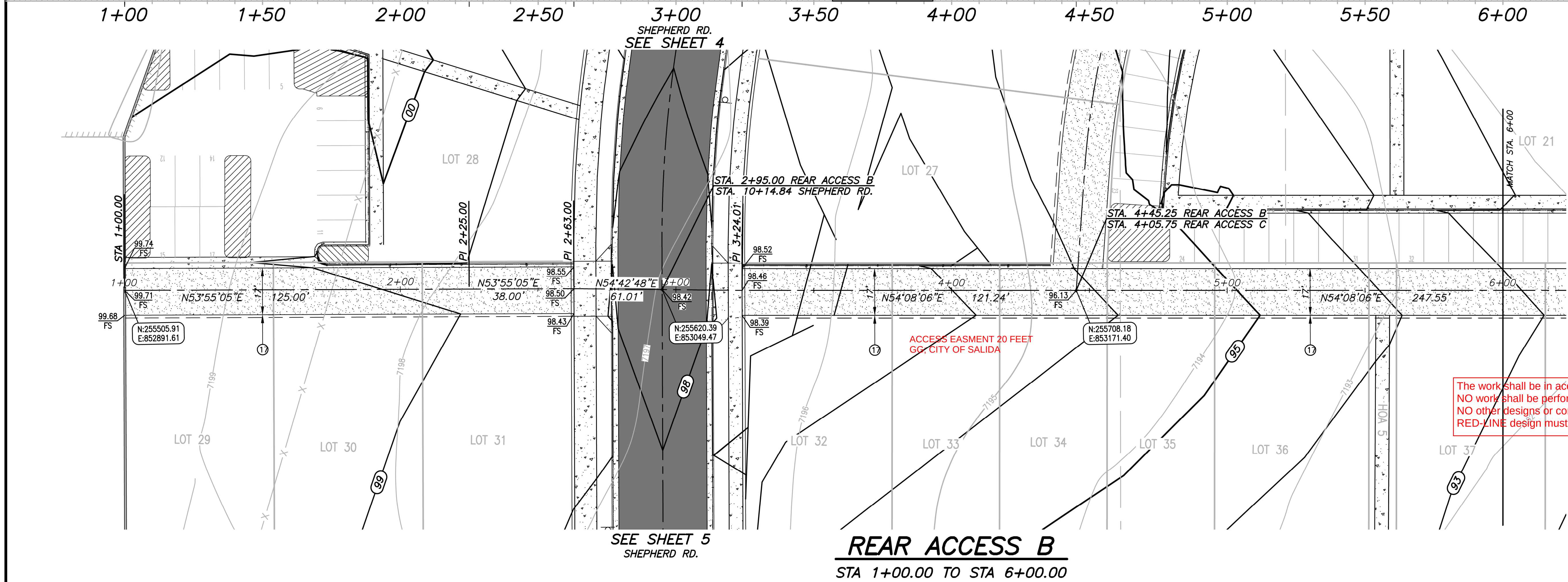
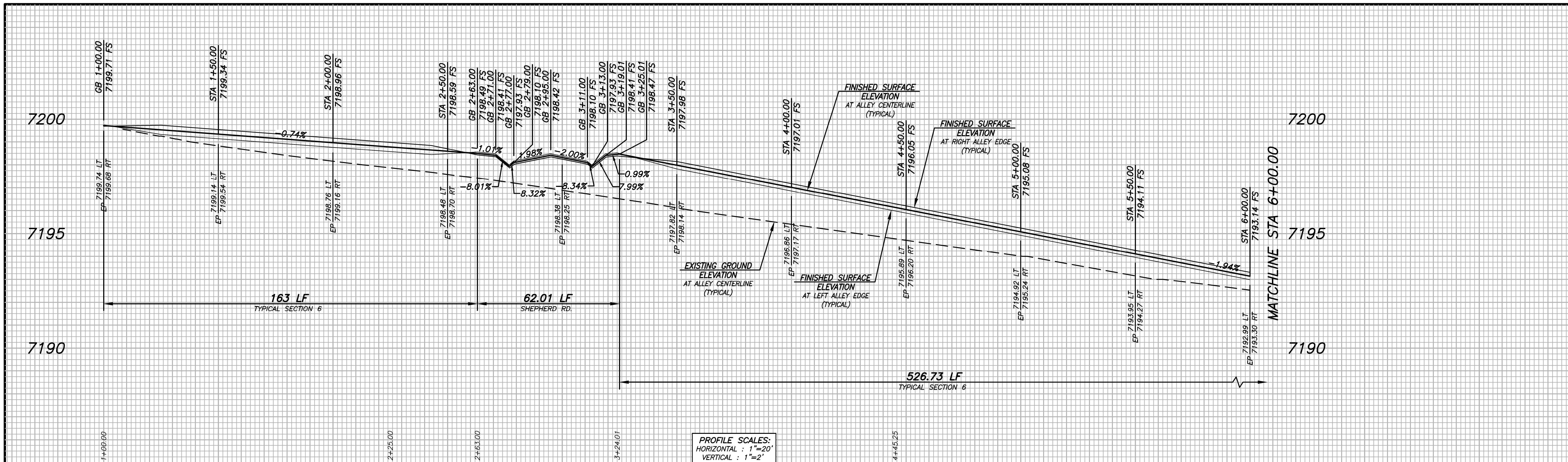
- CONSTRUCTION NOTES:**
- ④ FURNISH & INSTALL 6" WIDE CONCRETE CROSSSPAN PER PLAN AND DETAIL ON SHEET 13.
 - ⑩ FURNISH & INSTALL 6" CLASS 6 AGGREGATE BASE ALLEY SURFACE PER PLAN AND TYPICAL SECTION 5 ON SHEET 3. AGG BASE TO BE COMPACTED TO A MINIMUM OF 95% ASTM D1557 (STANDARD PROCTOR) OVER COMPACTED SUBGRADE.

The work shall be in accordance with approved design as APPROVED by Public Works. NO work shall be performed without the written approval form Public Works. NO other designs or construction changes will be allowed until Public Works Approval. RED-LINE design must be on-site at all times

APPROVED
City of Salida Public Works
Gary Greiner
04/09/2025 8:08:46 AM

IFC 2/28/25

PRIVATE ENGINEER'S NOTES TO CONTRACTOR THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS TO THE BEST OF OUR KNOWLEDGE. THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS, OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS. CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE COUNTY, THE CITY, THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.	PREPARED FOR: HARDER-DIESSLIN DEVELOPMENT GROUP 130 W 2ND STREET - SUITE 1 SALIDA, CO 81201 PHONE: 719-221-5000	PREPARED BY:  CRABTREE GROUP INC. ENGINEERING SMART GROWTH™ 325 D STREET SALIDA, CO 81201 PH: 719-539-1675 918 CUYAMA ROAD OJAI, CA 93023 PH: 719-221-1799	SEAL 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CONSTRUCTION NOTES:
① FURNISH & INSTALL 6\"/>

The work shall be in accordance with approved design as APPROVED by Public Works.
NO work shall be performed without the written approval form Public Works.
NO other designs or construction changes will be allowed until Public Works Approval.
RED-LINE design must be on-site at all times

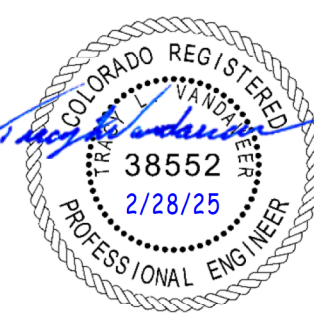
APPROVED
City Of Salida Public Works
Gary Greiner
04/09/2025 8:08:55 AM

IFC 2/28/25

PRIVATE ENGINEER'S NOTES TO CONTRACTOR
THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS TO THE BEST OF OUR KNOWLEDGE. THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS, OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS.
CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE COUNTY, THE CITY, THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

PREPARED FOR:
HARDER-DIESSLIN DEVELOPMENT GROUP
130 W 2ND STREET - SUITE 1
SALIDA, CO 81201
PHONE: 719-221-5000
PREPARED UNDER THE DIRECTION OF:
DATE
TRACY L. VANDAVEER CRABTREE GROUP, INC.
L.C.E. NO. 38552 EXP. DATE 10/31/25

PREPARED BY:
**CRABTREE GROUP INC.**
ENGINEERING SMART GROWTH™
325 D STREET SALIDA, CO 81201 PH: 719-539-1675
918 CUYAMA ROAD OJALA, CA 93023 PH: 719-221-1799

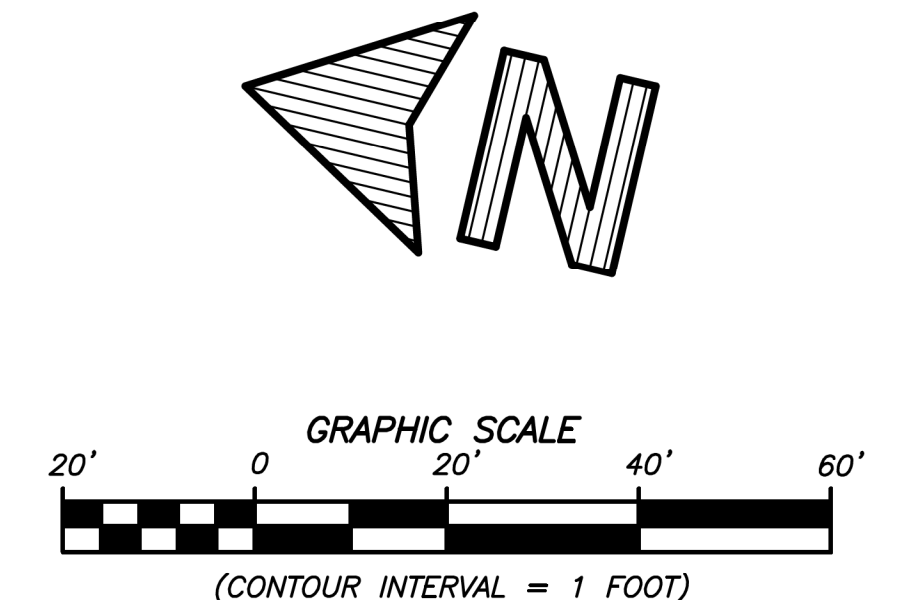
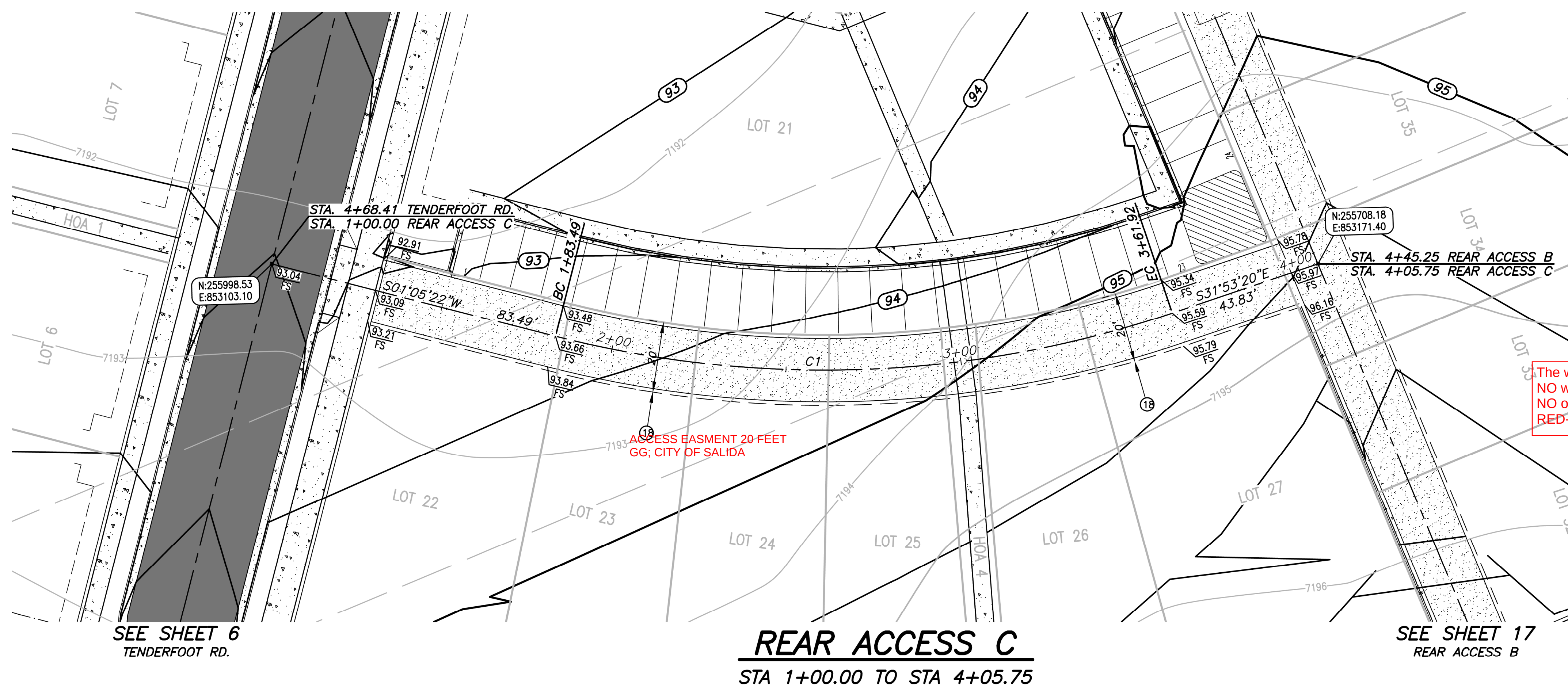
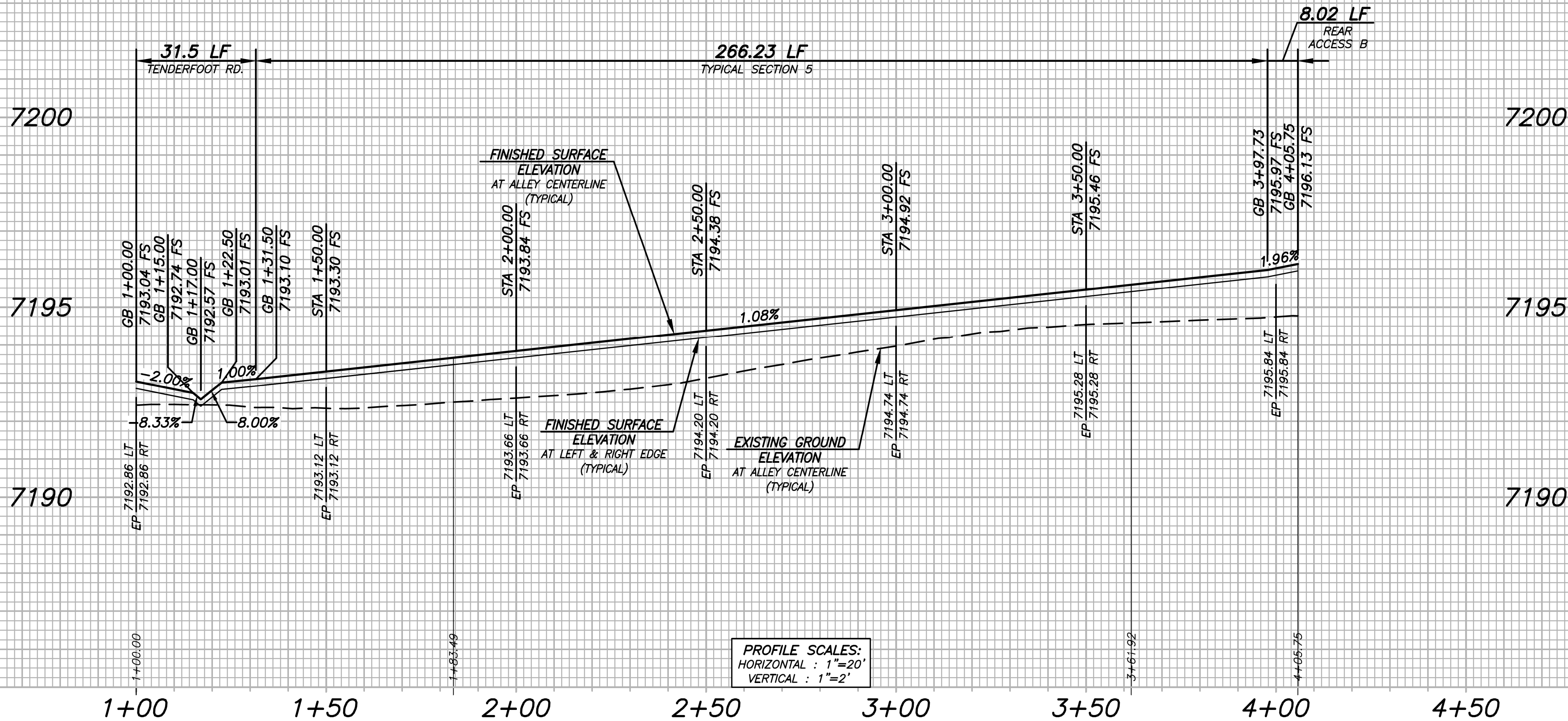
SEAL


REVISIONS			APPR.	DATE
DATE	BY	MARK	REVISION	AGENCY

CITY OF SALIDA
DESIGNED BY TV, JH
DRAWN BY RP, JH
CHECKED BY TV, PC
SCALE 1"=20'
DATE FEB. 2025
APPROVED BY:
AGENCY HEAD DATE
BENCHMARK: 5/8" REBAR WITH 2-1/2" ALUMINUM CAP STAMPED "LS 16117" AT SE CORNER OF FRANK PARCEL, RECEPTION NO. 373015, RL=7195.73

ANGELVIEW NEIGHBORHOOD
SALIDA, CO
ALLEY PLAN & PROFILE
REAR ACCESS B
STA 1+00.00 TO STA 6+00.00

SHEET NO.
17
OF 41 SHTS.
PROJECT NO.
19032



CONSTRUCTION NOTES:
⑬ FURNISH & INSTALL 6" CLASS 6 AGGREGATE BASE ALLEY SURFACE PER PLAN AND TYPICAL SECTION 7 ON SHEET 3. AGG BASE TO BE COMPACTED TO A MINIMUM OF 95% ASTM D1557 (STANDARD PROCTOR) OVER COMPACTED SUBGRADE.

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RED-LINE design must be on-site at all times

APPROVED
City of Salida Public Works
Gary Greiner
04/09/2025 8:09:11 AM

ALIGNMENT CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD	CHORD BRNG
C1	310.00	032°58'42"	178.43	175.98	S15°23'59"E

IFC 2/28/25

PRIVATE ENGINEER'S NOTES TO CONTRACTOR
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HARDER-DIESSLIN DEVELOPMENT GROUP
130 W 2ND STREET - SUITE 1
SALIDA, CO 81201
PHONE: 719-221-5000
PREPARED UNDER THE DIRECTION OF: _____ DATE _____
TRACY L. VANDAVEER CRABTREE GROUP, INC.
L.C.E. NO. 38552 EXP. DATE 10/31/25

PREPARED BY:
CRABTREE GROUP INC.
ENGINEERING SMART GROWTH™
325 D STREET
SALIDA, CO 81201
PH: 719-539-1675
918 CUYAMA ROAD
OJAI, CA 93023
PH: 719-221-1799

SEAL
38552
2/28/25
PROFESSIONAL ENGINEER

REVISIONS
DATE BY MARK
ENGINEER

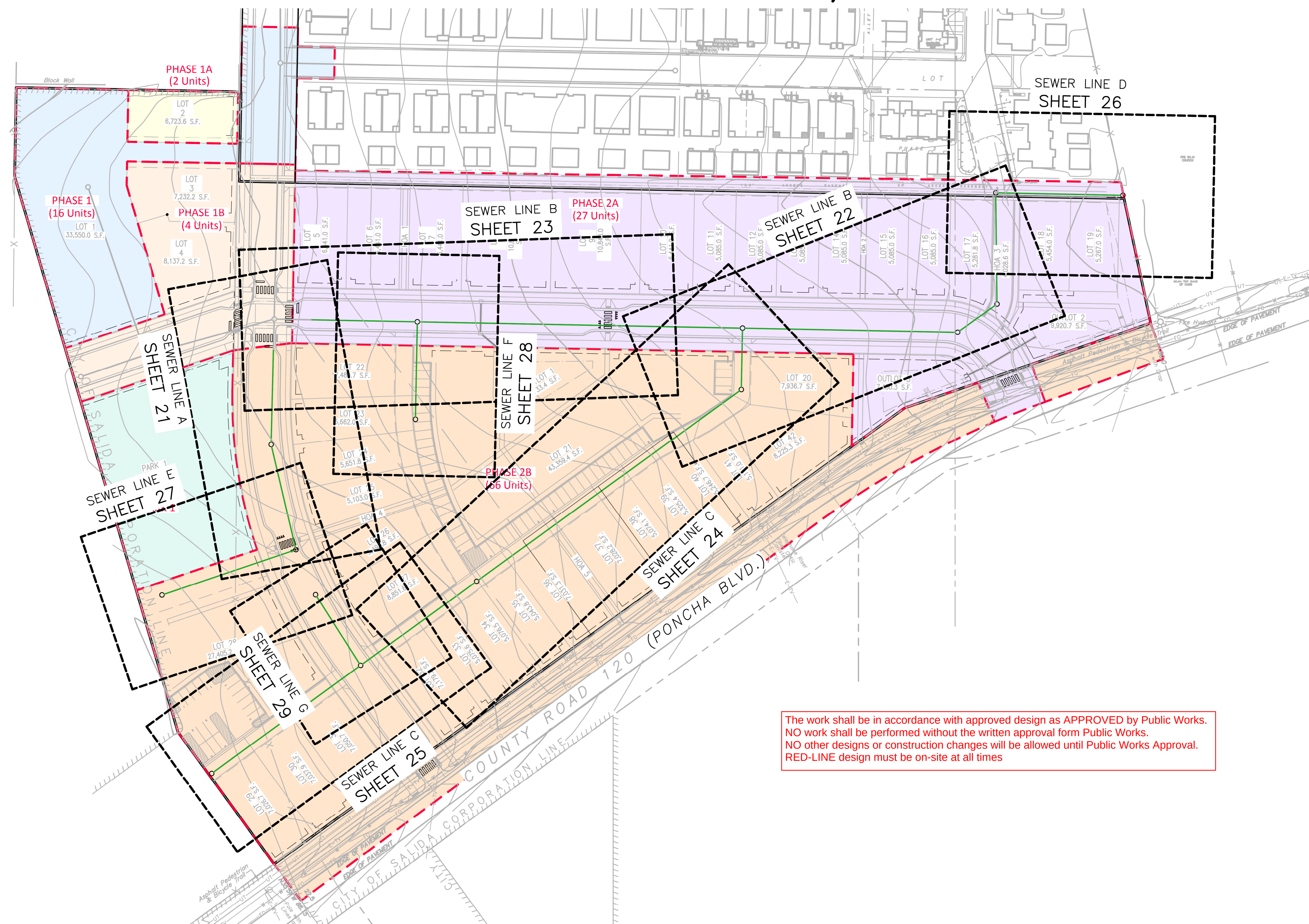
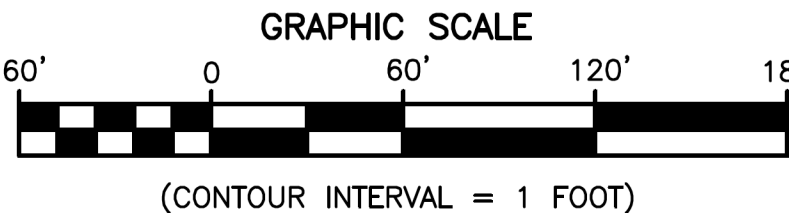
CITY OF SALIDA
DESIGNED BY TV, JH
DRAWN BY RP, JH
CHECKED BY TV, PC
SCALE 1"=20'
DATE FEB. 2025
APPROVED BY: _____
AGENCY HEAD DATE
BENCHMARK: 5/8" REBAR WITH 2-1/2" ALUMINUM CAP STAMPED "LS 16117" AT SE CORNER OF FRANK PARCEL, RECEPTION NO. 373015, ELV=7195.73

ANGELVIEW NEIGHBORHOOD
SALIDA, CO
ALLEY PLAN & PROFILE
REAR ACCESS C
STA 1+00.00 TO STA 4+05.75

SHEET NO.
19
OF 41 SHTS.
PROJECT NO.
19032

SEWER PLANS

SALIDA, CO
FEBRUARY, 2025



SEWER NOTES:

1. THE FOLLOWING SUBMITTALS ARE REQUIRED AND MUST BE RECEIVED AND APPROVED BY THE PROJECT ENGINEER PRIOR TO COMMENCEMENT OF THE WORK:
 - A. MANUFACTURER'S DOCUMENTATION FOR ALL MANHOLES, PIPE MATERIAL, FITTINGS, AND OTHER APPURTENANCES.
 - B. GRADATION AND PROCTORS FOR BEDDING AND STRUCTURAL FILL MATERIAL.
2. SEWER MAIN PIPE MATERIAL SHALL BE SDR 35 POLYVINYL CHLORIDE (PVC), SIZED AS SHOWN ON THE PLAN, AND MANUFACTURED IN CONFORMANCE WITH ASTM-3034.
3. ALL MATERIALS STORED ON-SITE SHALL BE PROTECTED FROM CONTAMINATION AND STORED PER THE MANUFACTURER'S RECOMMENDATIONS.
4. ALL SEWER MAINS SHALL BE CONSTRUCTED WITH A MINIMUM COVER OF 4 FEET BELOW FINISHED GRADE. IF MAINTAINING MINIMUM COVER IS IMPRACTICAL.
5. STRUCTURAL FILL, AS SHOWN IN THE TYPICAL TRENCH SECTION, SHALL MEET CDOT CLASS 1 SPECIFICATIONS.
6. PIPE BEDDING (AS DEFINED IN THE TYPICAL TRENCH SECTION) IN DRY TRENCH CONDITIONS SHALL MEET CDOT CLASS 6 SPECIFICATIONS. IN HIGH GROUNDWATER CONDITIONS, PIPE BEDDING SHALL BE 3/4" MINUS CRUSHED ROCK.
7. ALL SERVICE TAPS SHALL BE INSTALLED UTILIZING PREDCO HUB TAP SADDLES LOCATED 45' FROM THE VERTICAL CENTERLINE, UNLESS NOTED OTHERWISE. CONTRACTOR SHALL CONTACT THE CITY OF SALIDA FOR INSPECTION PRIOR TO INSTALLING TAPS.
8. SERVICE LINES FOR INDIVIDUAL RESIDENCES SHALL BE PRESSURE RATED PVC SCHEDULE 40 UNLESS NOTED OTHERWISE.
9. PIPE DEFLECTIONS SHALL NOT EXCEED ONE-HALF OF THE PIPE MANUFACTURER'S RECOMMENDED MAXIMUM DEFLECTION.
10. SEWER LINES SHALL HAVE A MINIMUM CLEARANCE FROM WATER LINES OF 10 FEET IN THE HORIZONTAL DIRECTION AND 1.5 FEET VERTICALLY. IF MINIMUM CLEARANCES ARE IMPRACTICAL; THE PROJECT ENGINEER, AT THEIR SOLE DISCRETION, MAY ALLOW FOR REDUCED CLEARANCES WITH CONCRETE ENCASEMENT PER CITY OF SALIDA STANDARD DRAWING WS-01.
11. CONTRACTOR SHALL PROVIDE USERS A MINIMUM OF 48 HOURS NOTICE PRIOR TO ANY DISRUPTION OF SERVICE.
12. THE FOLLOWING ARE CONSIDERED MANDATORY INSPECTION POINTS FOR SEWER MAIN CONSTRUCTION:
 - A. TRENCH CONSTRUCTION PRIOR TO LAYING PIPE
 - B. PIPE BEDDING PRIOR TO COVERING PIPE
 - C. COMPACTION OF STRUCTURAL FILL
 - D. CONCRETE ENCASEMENT FORMING PRIOR TO POURING CONCRETE
 - E. CONCRETE ENCASEMENT PRIOR TO BACKFILL
13. NO OTHER UTILITIES TO BE PLACED IN SEWER LATERAL TRENCH.
14. TRACER WIRE SHALL BE INSTALLED ON ALL SEWER LINES. TRACER WIRE SHALL BE AWG 12 GAUGE WITH A SINGLE COPPER CONDUCTOR AND GREEN COLORED SHEATH.
15. CONNECTIONS TO THE EXISTING SEWER MAIN SHALL COMPLY WITH THE CITY OF SALIDA "CONSTRUCTION STANDARDS AND MINIMUM DESIGN CRITERIA".

SEWER DEMAND TABLE				
USE	UNITS	UNIT DEMAND*	# OF UNITS	TOTAL DEMAND
Single-Family	Unit	180 gpd	49	8,820 gpd
Multi-Family	Unit	165 gpd	44	7,260 gpd
Commercial	Acres	1500 gpd		
Commercial - Specific	Enter Units	Enter Demand		
Industrial	Acres	2000 gpd		
Industrial - Specific	Enter Units	Enter Demand		
*Source: Colorado Design Criteria for Domestic Wastewater Treatment Works.			Subdivision Total	16,080 gpd

INDEX MAP

SCALE: 1"=60'

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PREPARED FOR: HARDER-DIESSLIN DEVELOPMENT GROUP 130 W 2ND STREET - SUITE 1 SALIDA, CO 81201 PHONE: 719-221-5000		
PREPARED UNDER THE DIRECTION OF: _____		
_____ DATE		
TRACY L. VANDAVEER L.C.E. NO. 38552	CRABTREE EXP. DATE	GROUP, INC. 10/31/25

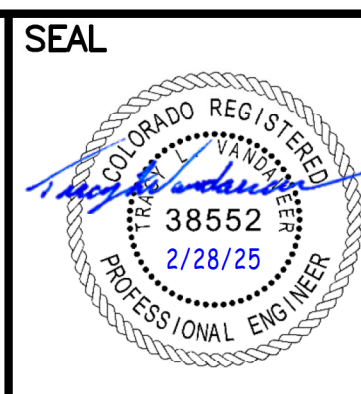
PREPARED BY:



CRABTREE GROUP INC.
 ENGINEERING SMART GROWTH™

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

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

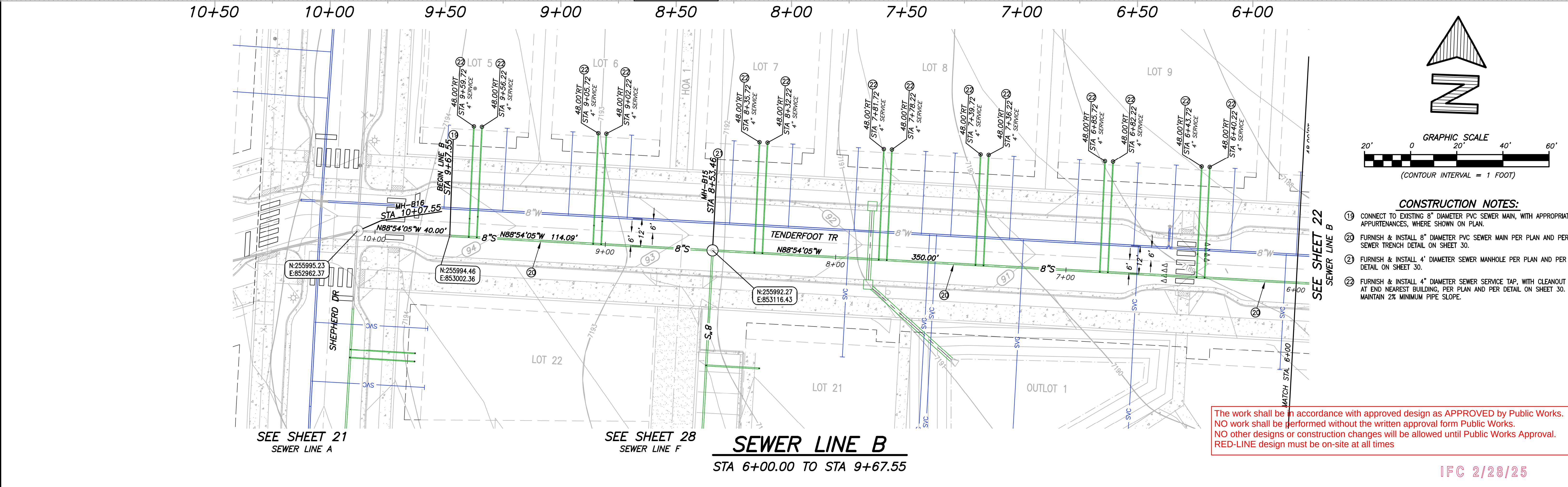
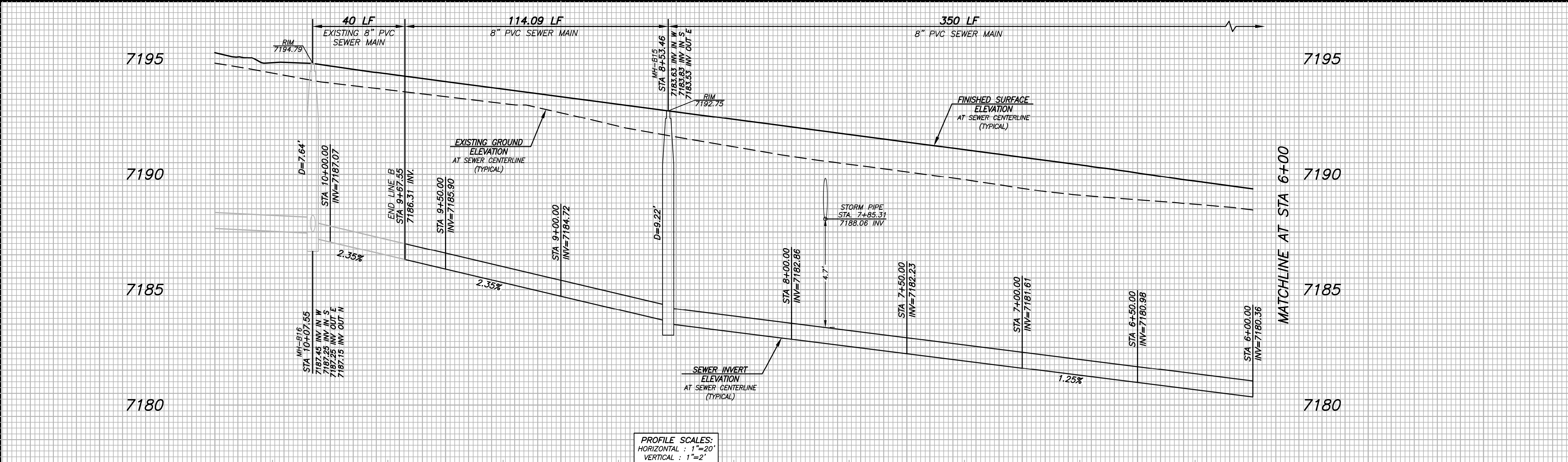
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CITY OF SALIDA	
DESIGNED BY TV, JH	APPROVED BY:
DRAWN BY RP, JH	
CHECKED BY TV, PC	AGENCY HEAD DATE
SCALE 1"=60'	BENCHMARK: 5/8" REBAR WITH 2-1/2" ALUMINUM CAP STAMPED "LS 16117" AT SE CORNER OF FRANK PARCEL. RECEPTION NO. 379015. ELY=7195.73
DATE FEB. 2025	

ANGELVIEW NEIGHBORHOOD
SALIDA, CO
SEWER PLANS
SEWER COVER SHEET
SEWER NOTES, INDEX MAP

SHEET NO.
20
OF **41** SHTS.
PROJECT NO.
19032

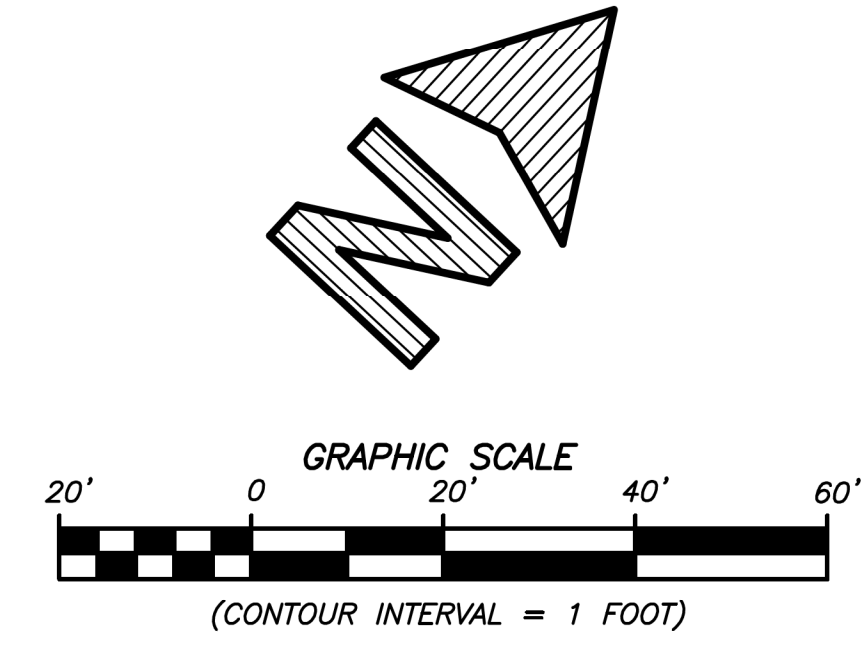
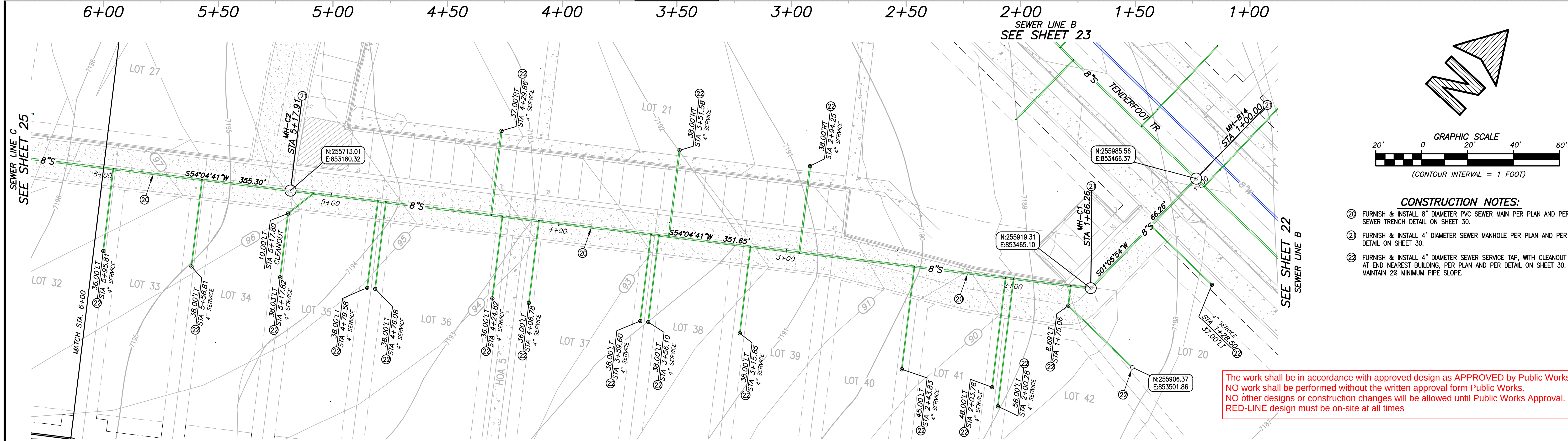
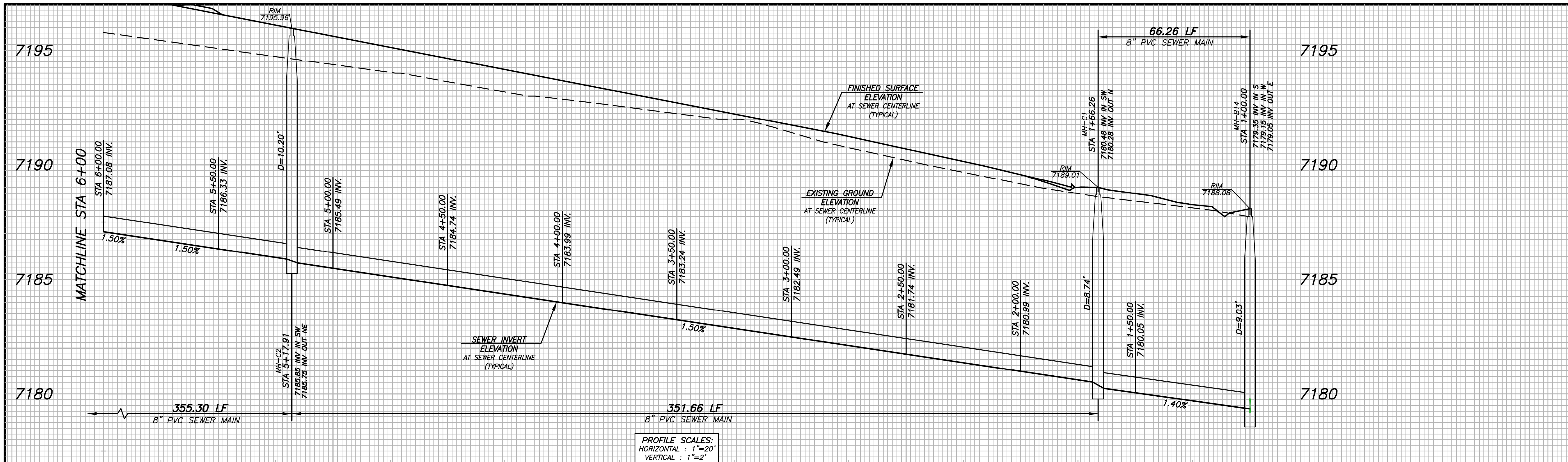
IFC 2/28/25



- CONSTRUCTION NOTES:**
- 19 CONNECT TO EXISTING 8" DIAMETER PVC SEWER MAIN, WITH APPROPRIATE APPURTENANCES, WHERE SHOWN ON PLAN.
 - 20 FURNISH & INSTALL 8" DIAMETER PVC SEWER MAIN PER PLAN AND PER SEWER TRENCH DETAIL ON SHEET 30.
 - 21 FURNISH & INSTALL 4" DIAMETER SEWER MANHOLE PER PLAN AND PER DETAIL ON SHEET 30.
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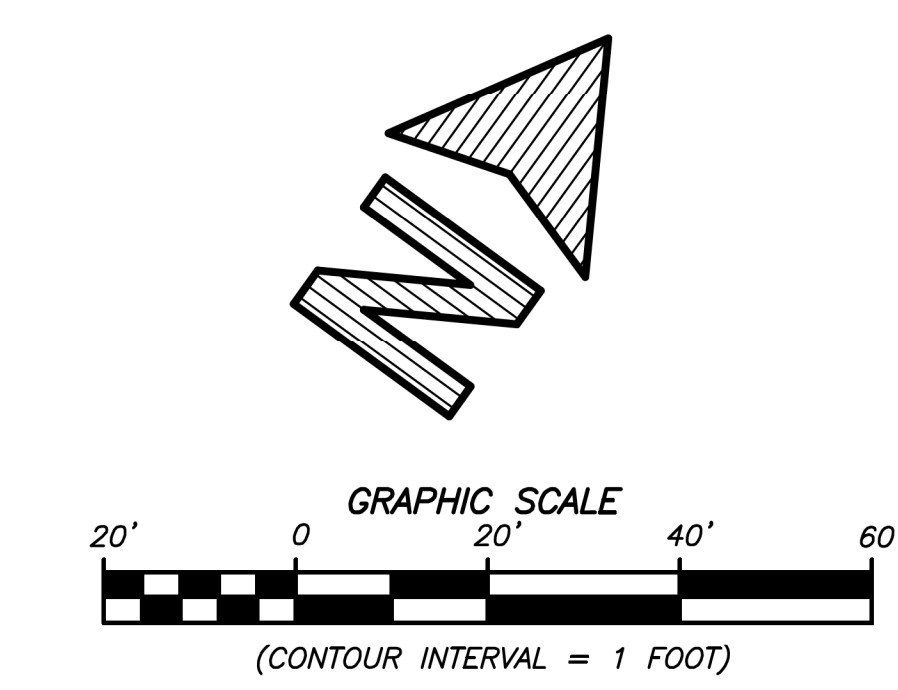
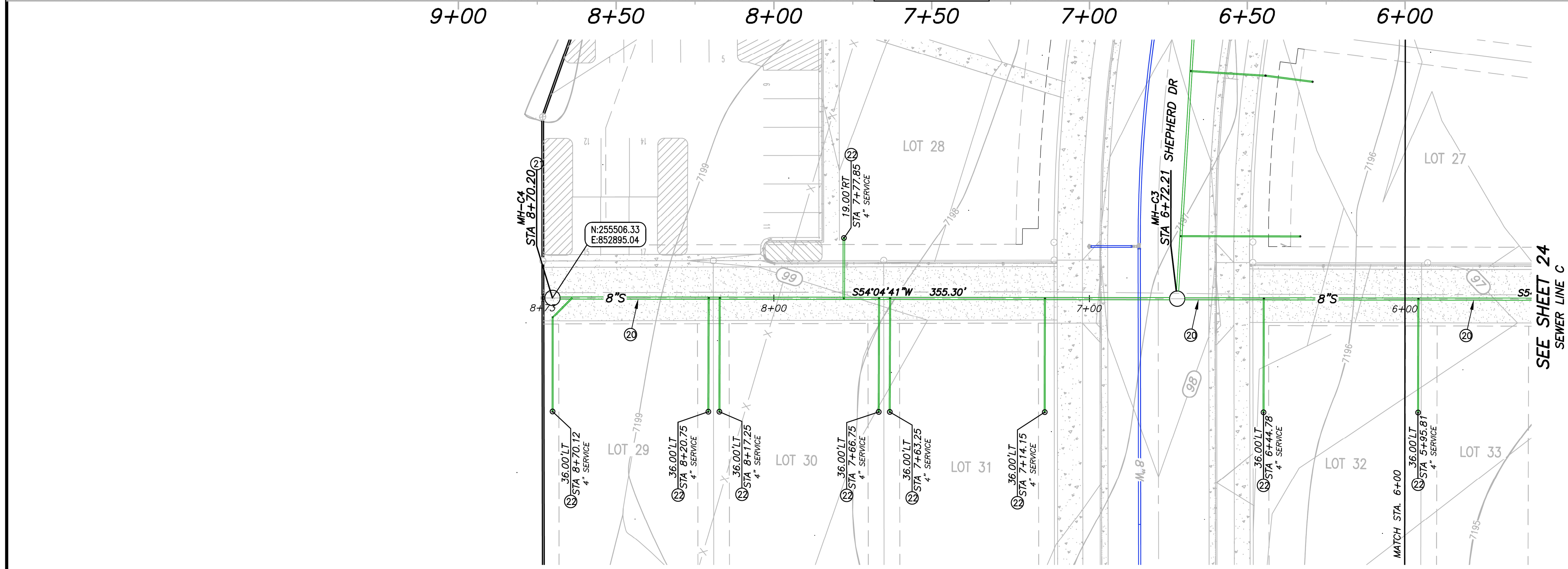
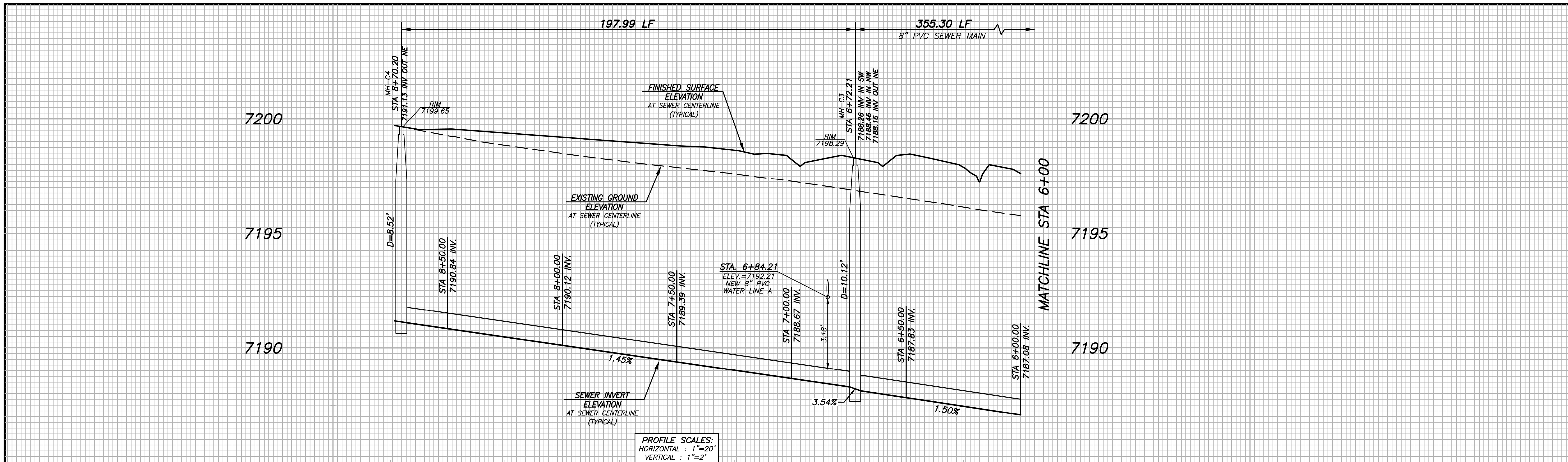
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SEWER LINE C

STA 1+00.00 TO STA 6+00.00

PRIVATE ENGINEER'S NOTES TO CONTRACTOR THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS TO THE BEST OF OUR KNOWLEDGE. THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS, OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS. CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE COUNTY, THE CITY, THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.		PREPARED FOR: HARDER-DIESSLIN DEVELOPMENT GROUP 130 W 2ND STREET - SUITE 1 SALIDA, CO 81201 PHONE: 719-221-5000 PREPARED UNDER THE DIRECTION OF: DATE _____ TRACY L. VANDAVEER L.C.E. NO. 38552 CRABTREE GROUP, INC. EXP. DATE 10/31/25		PREPARED BY: CRABTREE GROUP INC. ENGINEERING SMART GROWTH™ 3225 D STREET SALIDA, CO 81201 PH: 719-539-1675 918 CUYAMA ROAD OJAI, CA 93023 PH: 719-221-1799		SEAL DATE _____ BY _____ MARK _____ ENGINEER		REVISIONS APPR. _____ DATE _____ REVISION AGENCY		CITY OF SALIDA DESIGNED BY TV, JH DRAWN BY RP, JH CHECKED BY TV, PC SCALE 1"=20' DATE FEB. 2025 APPROVED BY: _____ AGENCY HEAD _____ DATE _____ BENCHMARK: 5/8" REBAR WITH 2-1/2" ALUMINUM CAP STAMPED "LS 16117" AT SE CORNER OF FRANK PARCEL, RECEPTION NO. 373015, RL=7185.73		ANGELVIEW NEIGHBORHOOD SALIDA, CO SEWER PLAN & PROFILE SEWER LINE C STA 1+00.00 TO STA 6+00.00		SHEET NO. 24 OF 41 SHEETS. PROJECT NO. 19032	
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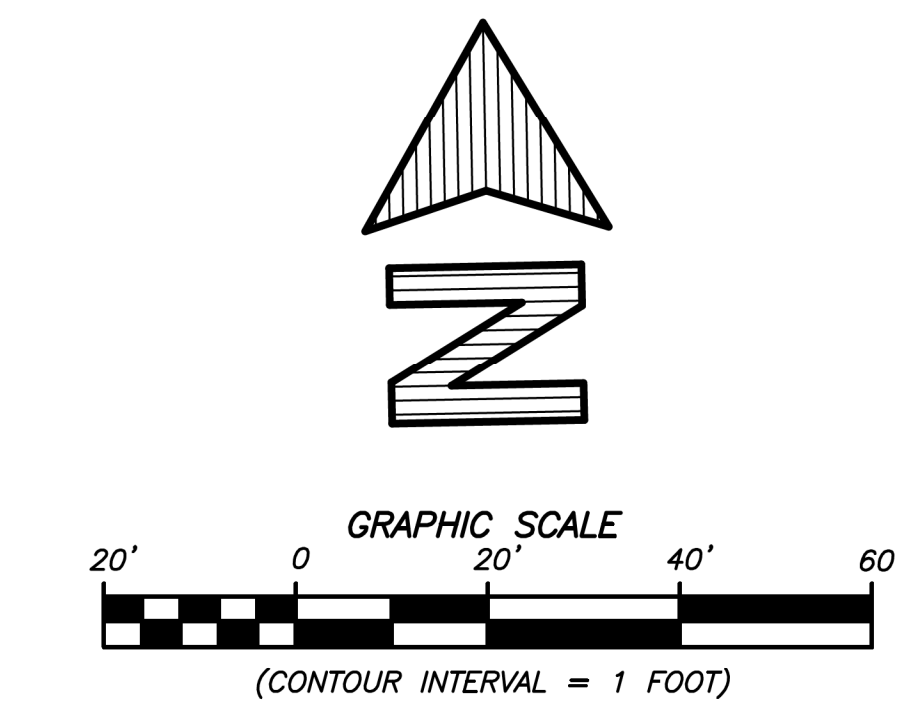
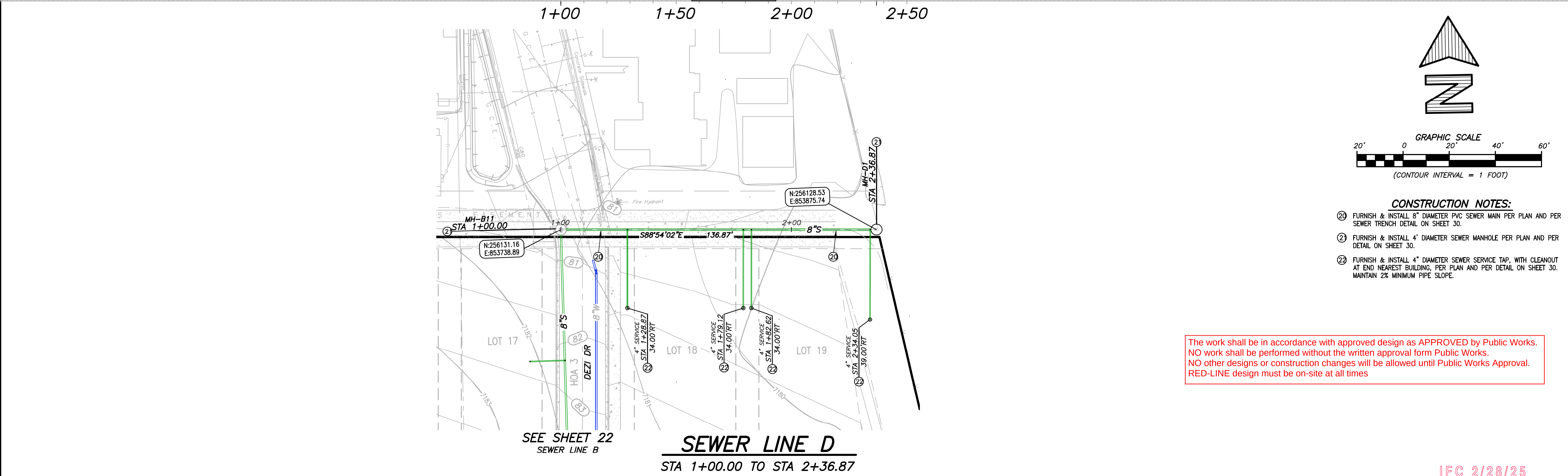
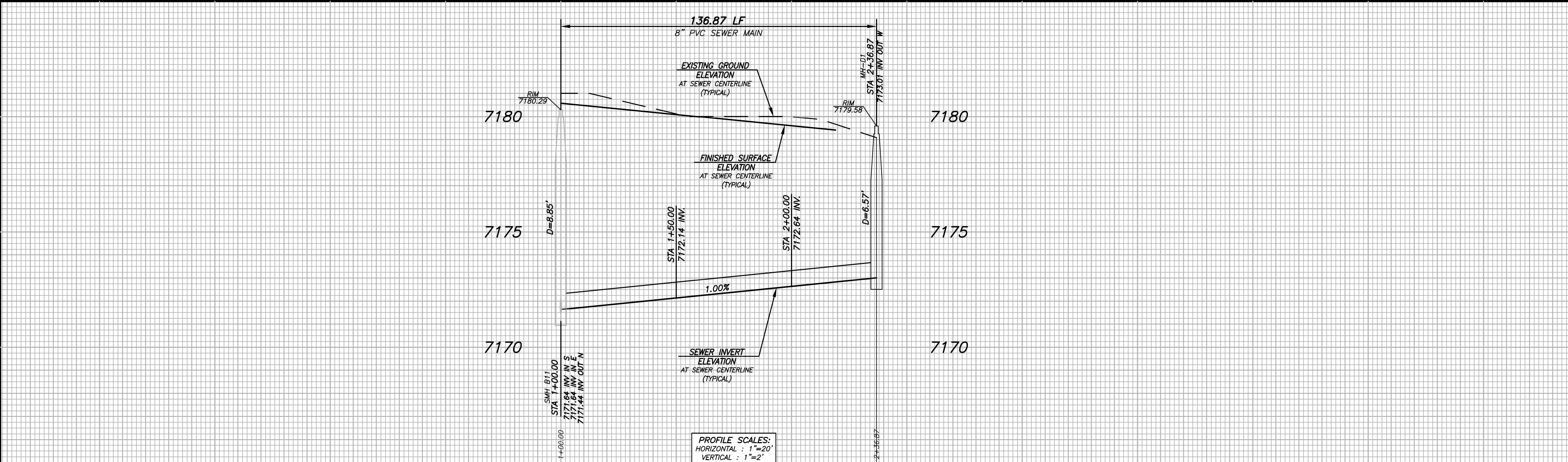


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SEWER LINE C
STA 6+00.00 TO STA 8+73.21

IFC 2/28/25

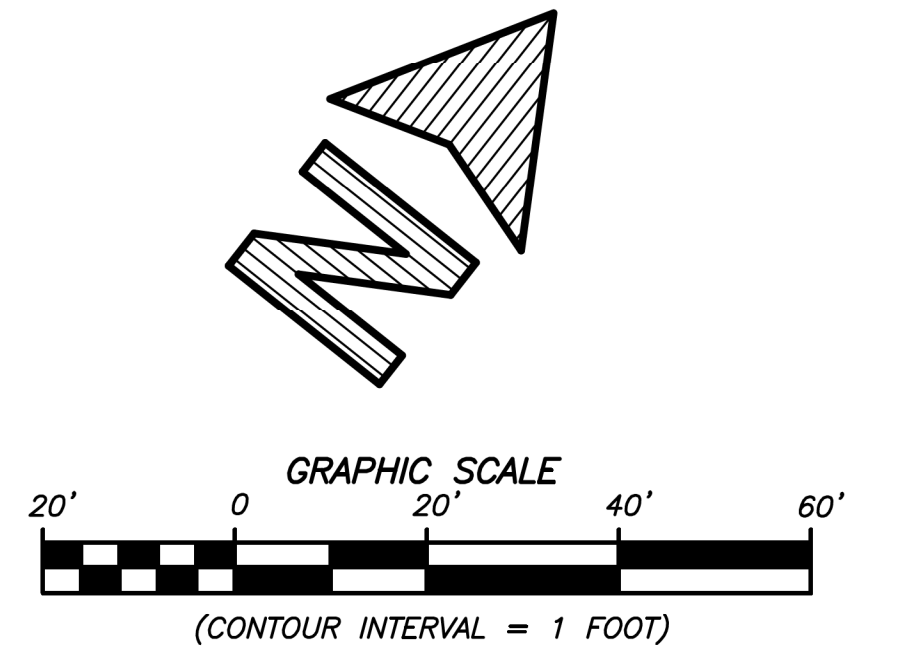
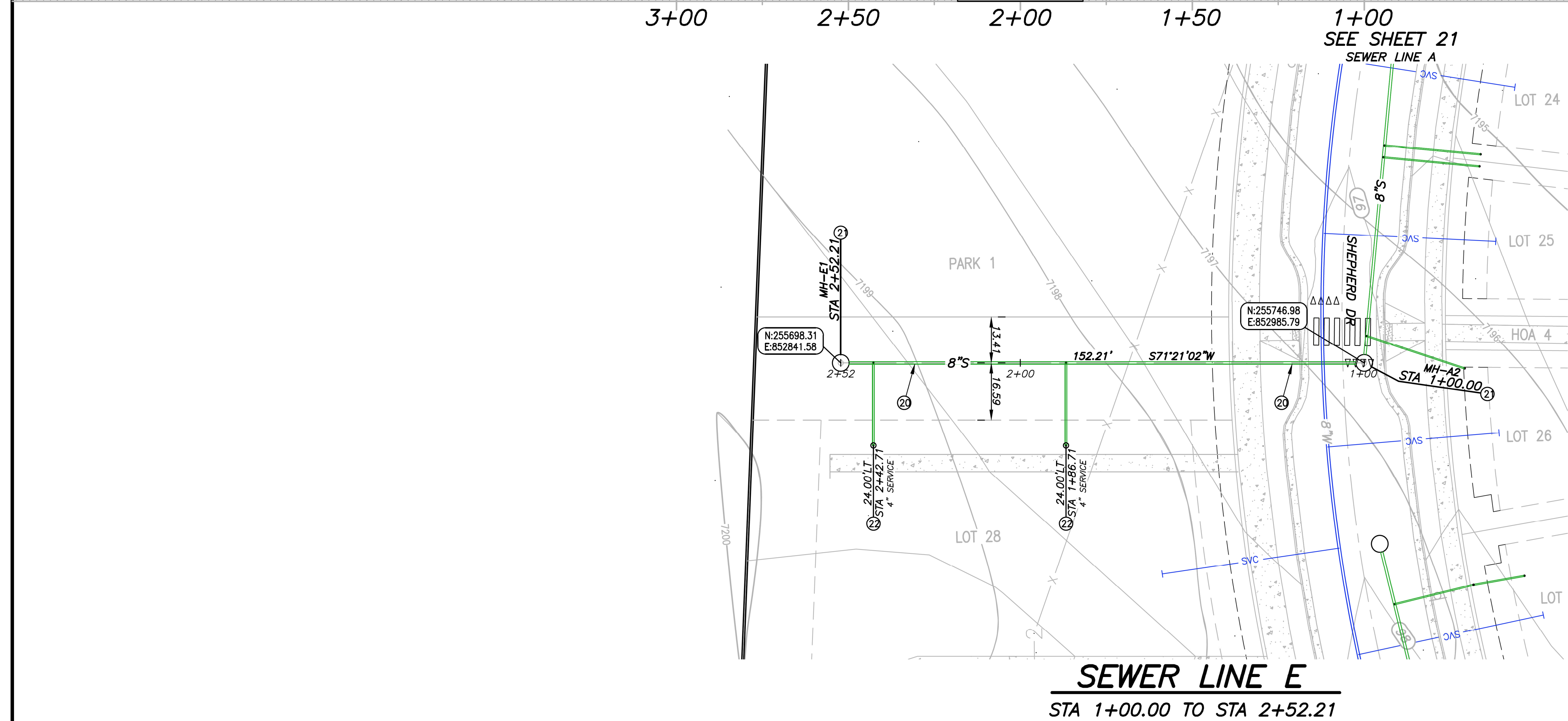
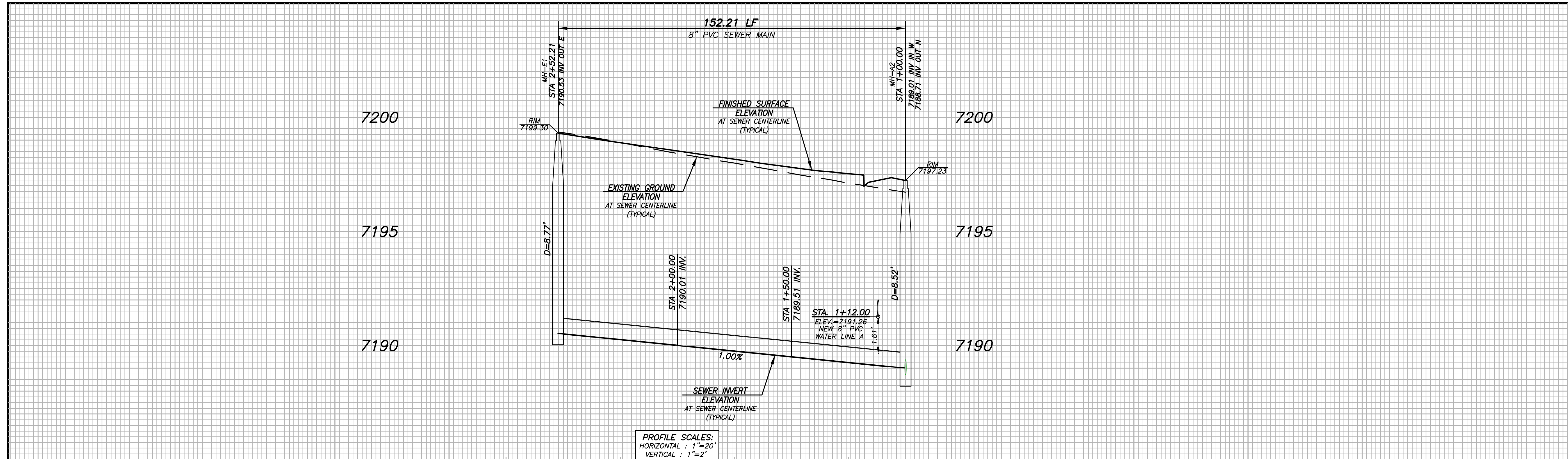
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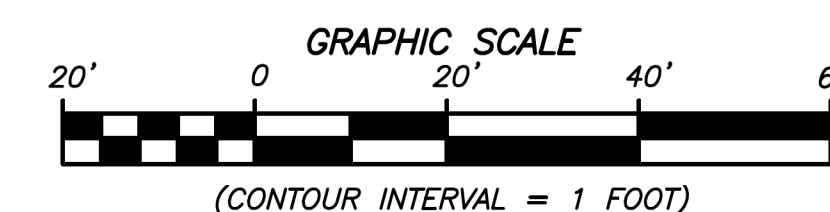
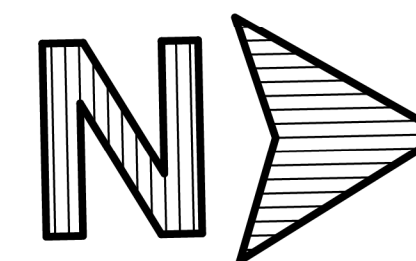
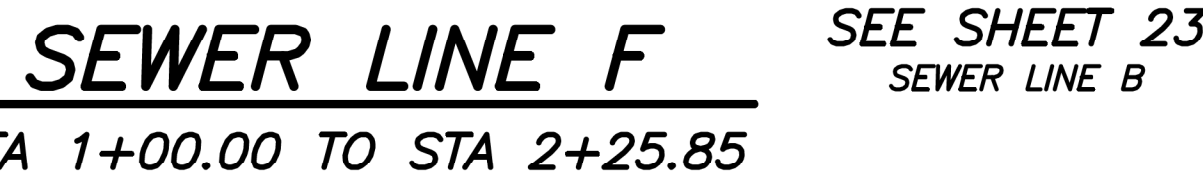
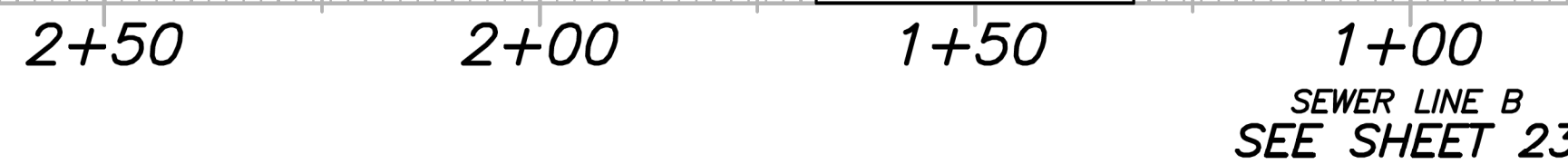
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PRIVATE ENGINEER'S NOTES TO CONTRACTOR THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS TO THE BEST OF OUR KNOWLEDGE. THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS, OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS. CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE COUNTY, THE CITY, THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.		PREPARED FOR: HARDER-DIESSLIN DEVELOPMENT GROUP 130 W 2ND STREET - SUITE 1 SALIDA, CO 81201 PHONE: 719-221-5000 PREPARED UNDER THE DIRECTION OF: DATE		PREPARED BY: CRABTREE GROUP INC. ENGINEERING SMART GROWTH™ 325 D STREET SALIDA, CO 81201 PH: 719-539-1675 918 CUYAMA ROAD OJAI, CA 93023 PH: 719-221-1799		SEAL 		REVISIONS DATE BY MARK ENGINEER		CITY OF SALIDA DESIGNED BY TV, JH DRAWN BY RP, JH CHECKED BY TV, PC SCALE 1"=20' DATE FEB. 2025 APPROVED BY: AGENCY HEAD DATE BENCHMARK: 5/8" REBAR WITH 2-1/2" ALUMINUM CAP STAMPED "LS 16117" AT SE CORNER OF FRANK PARCEL, RECEPTION NO. 373015, ELEV=7195.73		ANGELVIEW NEIGHBORHOOD SALIDA, CO SEWER PLAN & PROFILE SEWER LINE E STA 1+00.00 TO STA 2+52.21		SHEET NO. 27 OF 41 SHTS. PROJECT NO. 19032	
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CONSTRUCTION NOTES:

- ②0 FURNISH & INSTALL 8" DIAMETER PVC SEWER MAIN PER PLAN AND PER SEWER TRENCH DETAIL ON SHEET 30.
- ②1 FURNISH & INSTALL 4" DIAMETER SEWER MANHOLE PER PLAN AND PER DETAIL ON SHEET 30.
- ②2 FURNISH & INSTALL 4" DIAMETER SEWER SERVICE TAP, WITH CLEANOUT AT END NEAREST BUILDING, PER PLAN AND PER DETAIL ON SHEET 30. MAINTAIN 2% MINIMUM PIPE SLOPE.

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RED-LINE design must be on-site at all times

IFC 2/28/25

[illegible]

PREPARED FOR:			
HARDER-DIESSLIN DEVELOPMENT GROUP			
130 W 2ND STREET - SUITE 1			
SALIDA, CO 81201			
PHONE: 719-221-5000			
PREPARED UNDER THE DIRECTION OF: _____			
			DATE
TRACY L. VANDAVEER		CRABTREE	GROUP, INC.
L.C.E. NO.	38552	EXP. DATE	10/31/25

PREPARED BY:

 **CRABTREE
GROUP INC**
ENGINEERING SMART GROWTH™

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

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

DATE	BY	MARK
ENGINEER		

REVISIONS

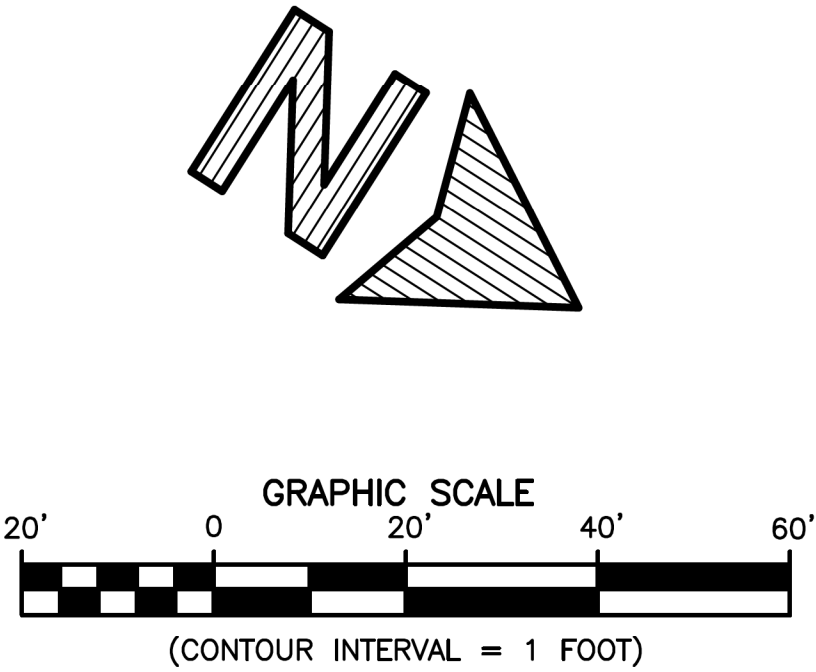
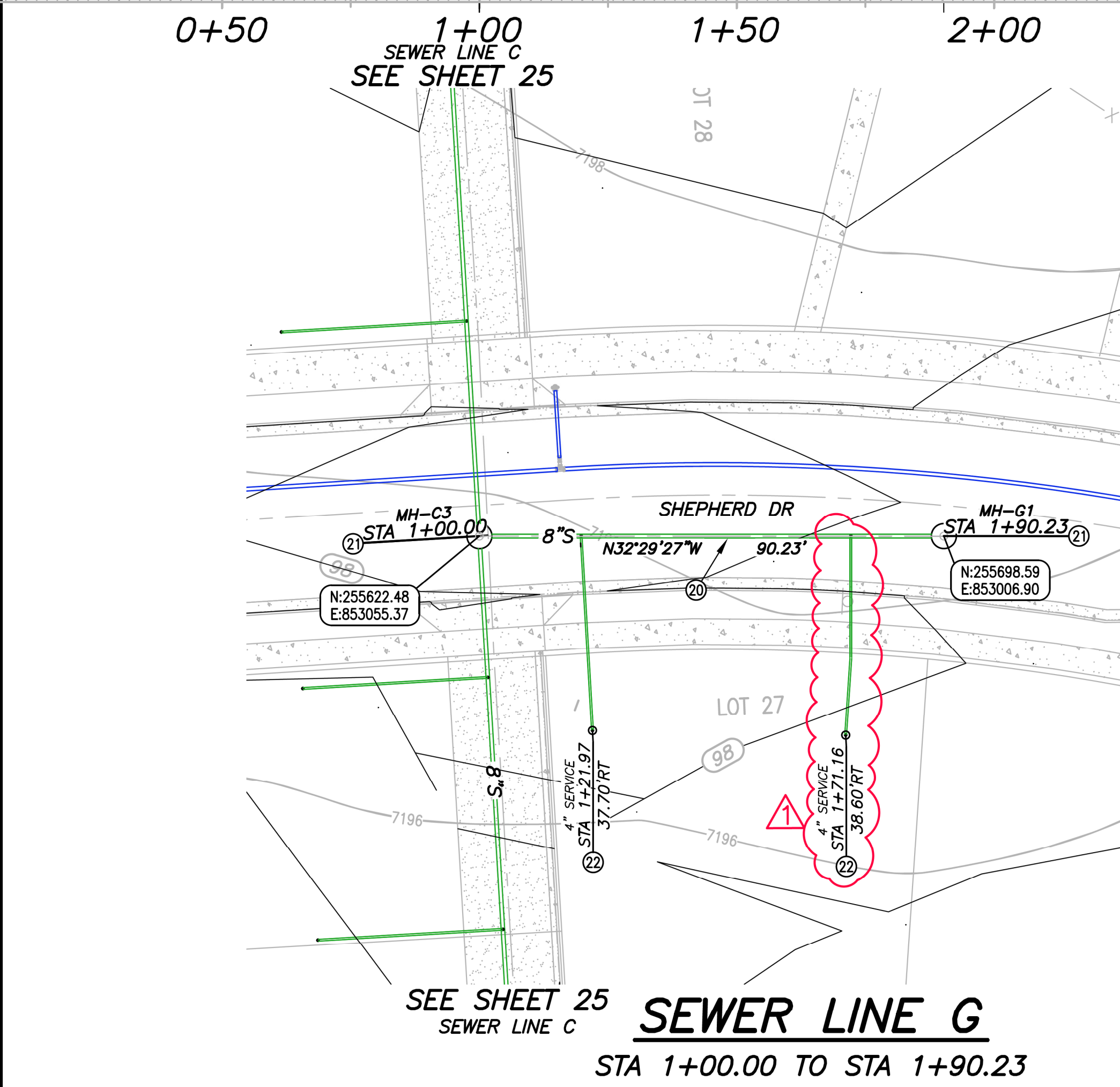
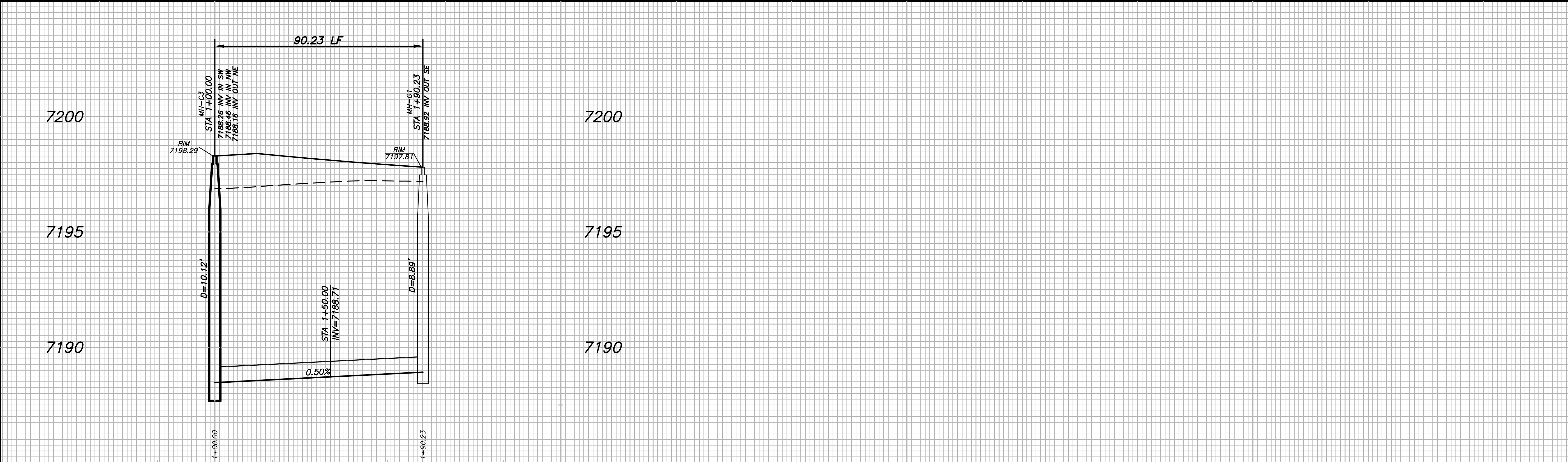
APPR.	DATE
REVISION	AGENCY

CITY OF SALIDA

DESIGNED BY	TV, JH	APPROVED BY:
DRAWN BY	RP, JH	
CHECKED BY	TV, PC	AGENCY HEAD
SCALE	1"=20'	BENCHMARK: 5/8" REBAR WITH 2-1/2" ALUMINUM CAP STAMPED "LS 16117" AT SE CORNER OF FRANK PARCEL, RECEPTION NO. 17
DATE	FEB. 2025	

ANGELVIEW NEIGHBORHOOD
SALIDA, CO
SEWER PLAN & PROFILE
SEWER LINE F
STA 1+00.00 TO STA 2+25.85

SHEET NO.
28
OF **41** SHTS
PROJECT NO.
19032



- CONSTRUCTION NOTES:**
- 20 FURNISH & INSTALL 8" DIAMETER PVC SEWER MAIN PER PLAN AND PER SEWER TRENCH DETAIL ON SHEET 30.
 - 21 FURNISH & INSTALL 4" DIAMETER SEWER MANHOLE PER PLAN AND PER DETAIL ON SHEET 30.
 - 22 FURNISH & INSTALL 4" DIAMETER SEWER SERVICE TAP, WITH CLEANOUT AT END NEAREST BUILDING, PER PLAN AND PER DETAIL ON SHEET 30. MAINTAIN 2% MINIMUM PIPE SLOPE.

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PRIVATE ENGINEER'S NOTES TO CONTRACTOR

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CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE COUNTY, THE CITY, THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

PREPARED FOR:
HARDER-DIESSLIN DEVELOPMENT GROUP
130 W 2ND STREET - SUITE 1
SALIDA, CO 81201
PHONE: 719-221-5000

PREPARED UNDER THE DIRECTION OF: _____ DATE _____

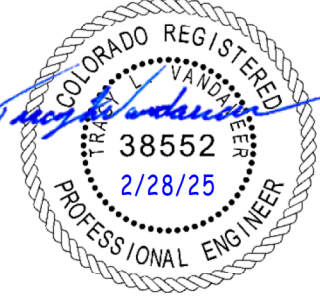
TRACY L. VANDAVEER CRABTREE GROUP, INC.
L.C.E. NO. 38552 EXP. DATE 10/31/25

PREPARED BY:

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

3225 D STREET 918 CUYAMA ROAD
SALIDA, CO 81201 OJAI, CA 93023
PH: 719-539-1675 PH: 719-221-1799

SEAL



DATE	BY	MARK	REVISIONS	APPR.	DATE
02/27/25	RP	Δ	MOVED SEWER SERVICE FROM NEW POCKET PUE		

CITY OF SALIDA

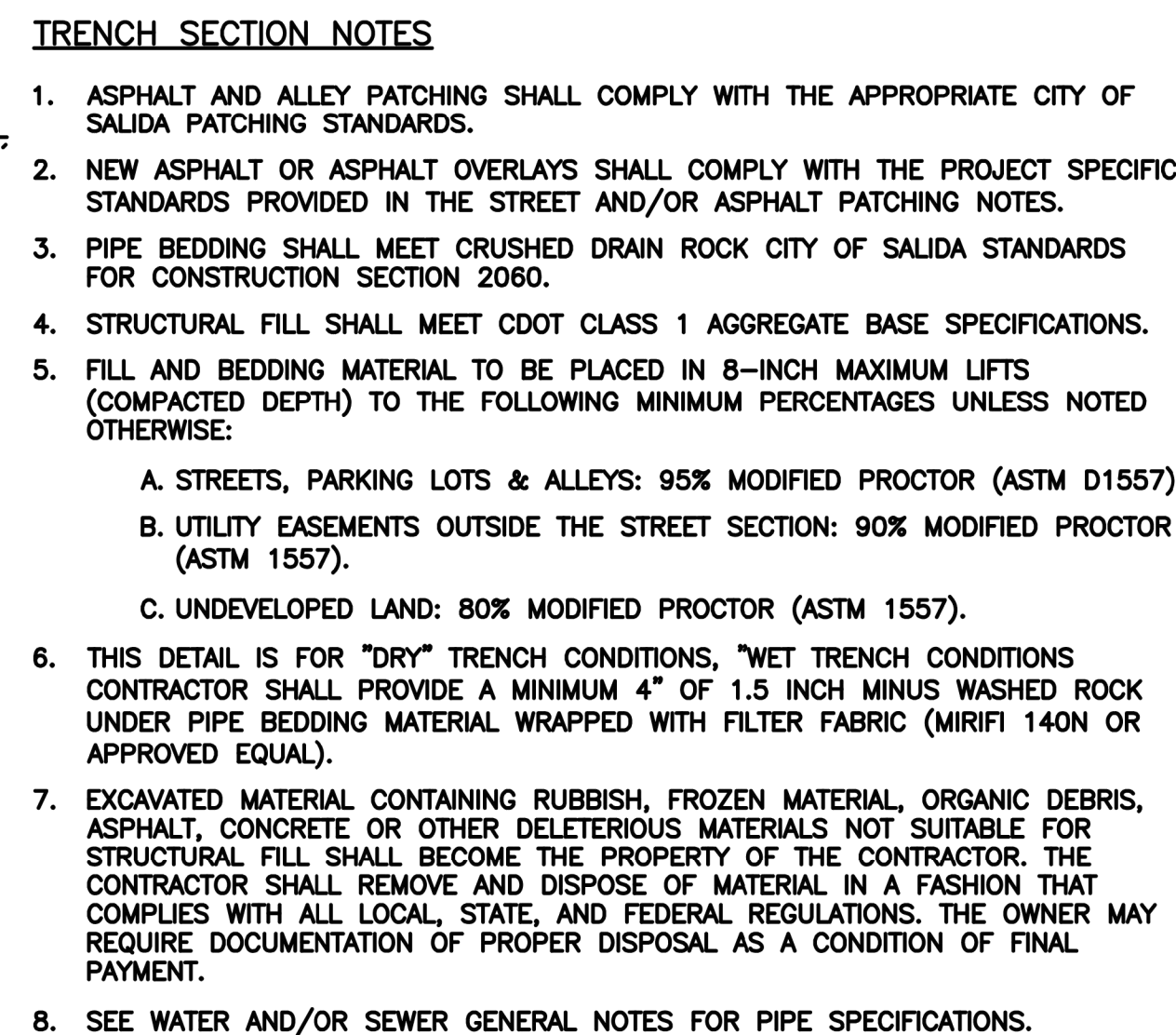
DESIGNED BY TV,	APPROVED BY:
DRAWN BY RP, JH	
CHECKED BY TV, PC	AGENCY HEAD _____ DATE _____
SCALE 1"=20'	BENCHMARK: 5/8" REBAR WITH 2-1/2" ALUMINUM CAP STAMPED "LS 16117" AT SE CORNER OF FRANK PARCEL, RECEPTION NO. 373015, ELV=7195.73
DATE FEB. 2025	

ANGELVIEW NEIGHBORHOOD
SALIDA, CO

SEWER PLAN & PROFILE

SEWER LINE G
STA 1+00.00 TO STA 1+90.23

SHEET NO. **29**
OF 41 SHTS.
PROJECT NO. 19032



DETAIL
SEWER TRENCH
(NO SCALE)



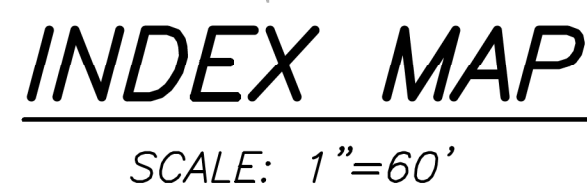
21 **SEWER MANHOLE**
(NO SCALE)



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SHEET NO.
30
OF **41** SHTS.
PROJECT NO.
19032

SALIDA, CO
FEBRUARY, 2025



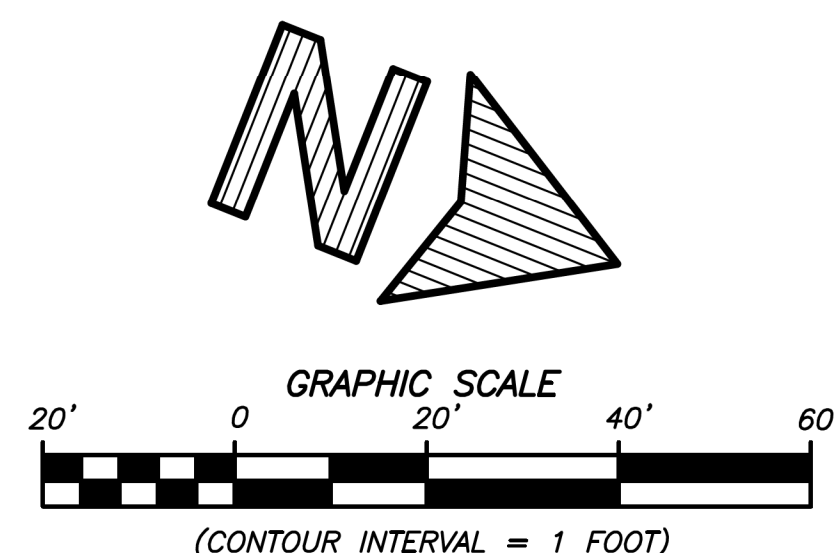
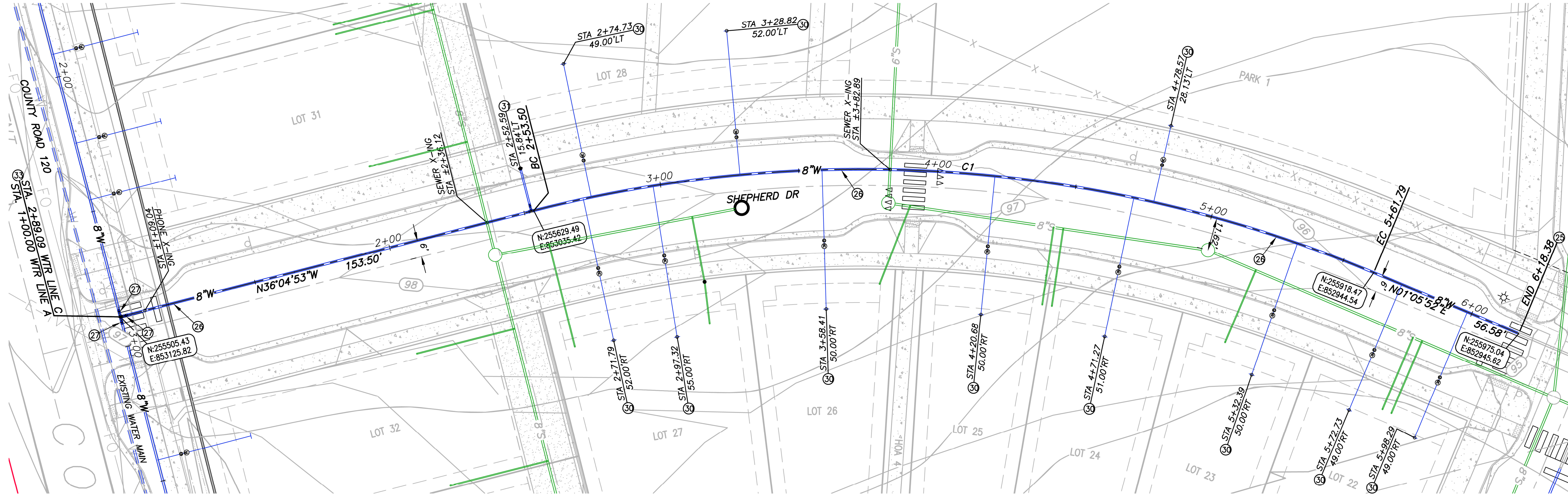
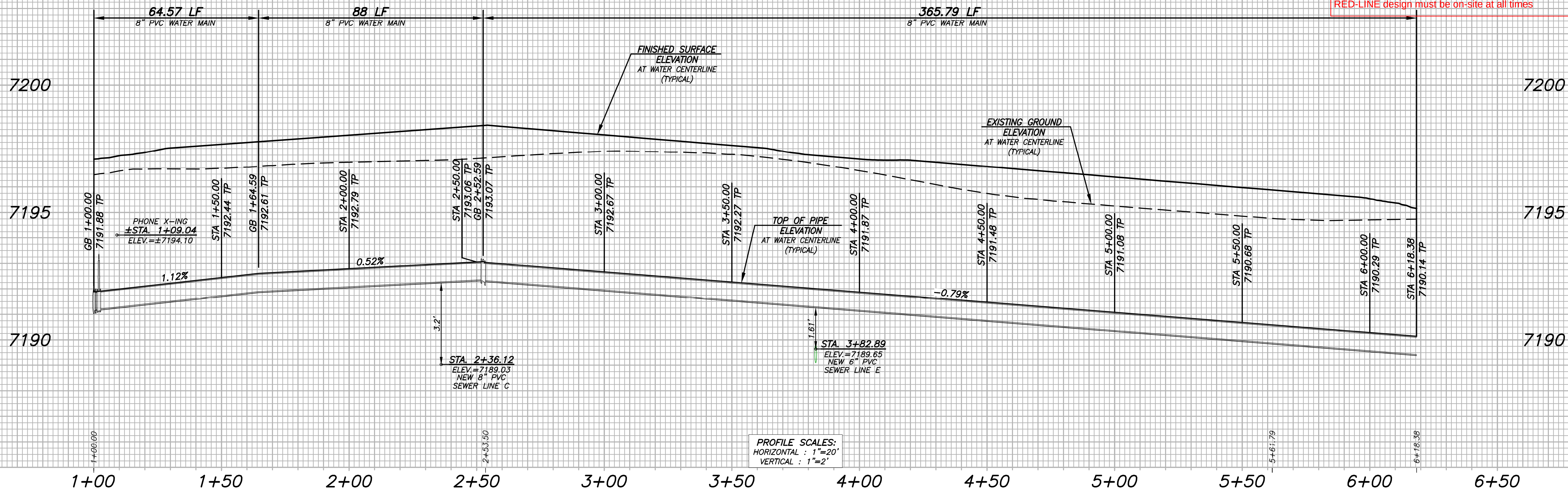
1. THE FOLLOWING SUBMITTALS ARE REQUIRED AND MUST BE RECEIVED AND APPROVED BY THE PROJECT ENGINEER PRIOR TO COMMENCEMENT OF THE WORK:
 - A. ALL MATERIALS SHALL CONFORM TO CITY OF SALIDA.
 - B. MANUFACTURER'S DOCUMENTATION FOR ALL FITTINGS, VALVES, FIRE HYDRANTS, PIPE MATERIAL AND OTHER APPURTENANCES.
 - C. GRADATION AND PROCTORS FOR BEDDING AND STRUCTURAL FILL MATERIAL.
2. WATER MAIN SIZE AND TYPE SHALL BE AS SHOWN ON THE PLAN.
3. DUCTILE IRON PIPE SHALL HAVE A CEMENT MORTAR LINING CONFORMING WITH AWWA C104.
4. ALL FITTINGS SHALL BE DUCTILE IRON CONFORMING TO AWWA C110 AND C111, OR AWWA C153, AND SHALL BE CEMENT MORTAR LINED CONFORMING TO AWWA C104.
5. VALVES SHALL BE RESILIENT SEATED GATE WITH CAST OR DUCTILE IRON BODIES, MANUFACTURED IN ACCORDANCE WITH AWWA C509. ALL VALVES SHALL BE EPOXY COATED INTERNALLY AND EXTERNALLY.
6. ALL MATERIALS STORED ON-SITE SHALL BE PROTECTED FROM CONTAMINATION AND STORED PER THE MANUFACTURERS RECOMMENDATIONS.
7. ALL WATER MAINS SHALL BE CONSTRUCTED PER CITY OF SALIDA, WITH A MINIMUM COVER OF 4 FEET BELOW FINISHED GRADE TO TOP OF PIPE. IF MAINTAINING MINIMUM COVER IS IMPRACTICAL; THE PROJECT ENGINEER, AT THEIR SOLE DISCRETION, MAY ALLOW REDUCED COVER WITH POLYSTYRENE INSULATION PLACED OVER THE WATER MAIN.
8. STRUCTURAL FILL, AS SHOWN IN THE TYPICAL TRENCH SECTION, SHALL MEET CDOT CLASS 1 SPECIFICATIONS.
9. TESTING & FLUSHING SHALL BE PER CITY OF SALIDA.
10. PIPE BEDDING, AS DEFINED IN THE TYPICAL TRENCH SECTION, SHALL MEET CDOT CLASS 6 SPECIFICATIONS.
11. VALVE BOXES LOCATED IN AREAS SUBJECT TO VEHICULAR TRAFFIC SHALL BE H-20 RATED AND BE SURROUNDED BY A CONCRETE COLLAR.
12. ALL WATER MAINS SHALL BE PRESSURE TESTED AND DISINFECTED IN ACCORDANCE WITH THE MOST RECENT CONSTRUCTION STANDARDS AND SPECIFICATIONS OF THE UTILITY OWNER. PRESSURE TESTS MUST BE OBSERVED BY THE PROJECT ENGINEER, OR WATER SYSTEM OWNER STAFF.
13. WATER LINES SHALL HAVE A MINIMUM CLEARANCE FROM SEWER LINES OF 10 FEET IN THE HORIZONTAL DIRECTION AND 1.5 FEET VERTICALLY. IF MINIMUM CLEARANCES ARE IMPRACTICAL; THE PROJECT ENGINEER, AT THEIR SOLE DISCRETION, MAY ALLOW FOR REDUCED CLEARANCES WITH CONCRETE ENCASEMENT.
14. TRACER WIRE SHALL BE INSTALLED ON ALL NON-METALLIC WATER MAINS. TRACER WIRE SHALL BE AWG 12 GAUGE WITH A SINGLE COPPER CONDUCTOR AND BLUE COLORED SHEATH. TRACER WIRE CONNECTIONS SHALL BE MADE USING DRYCONN DIRECT BURY LUG WIRE CONNECTOR (BLUE).
15. SERVICE CONNECTIONS SHALL BE COMPLETED FOLLOWING THE PIPE MANUFACTURERS RECOMMENDATIONS.
16. THE FOLLOWING ARE CONSIDERED MANDATORY INSPECTION POINTS FOR WATER MAIN CONSTRUCTION:
 - A. TRENCH CONSTRUCTION PRIOR TO LAYING PIPE
 - B. PIPE BEDDING PRIOR TO COVERING PIPE
 - C. PRESSURE TESTING OF PIPE
 - D. LOCATE CONDUCTIVITY TEST
 - E. COMPACTION OF STRUCTURAL FILL

WATER DEMAN TABLE				
USE	UNITS	UNIT DEMAND	# OF UNITS	TOTAL DEMAND
Household	each	150 gpd	93	13,950 gpd
Peaking Factor		10%	44	1,395 gpd
Subdivision Total				15,345 gpd

IFC 2/28/25

SHEET NO.
31
OF **41** SHTS.
PROJECT NO.
19032

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RED-LINE design must be on-site at all times.



- CONSTRUCTION NOTES:**
- 25 CONNECT NEW 8" DIAMETER PVC WATER MAIN TO EXISTING 8" DIAMETER WATER MAIN WITH APPROPRIATE APPURTENANCES, WHERE SHOWN ON PLAN.
 - 26 FURNISH & INSTALL 8" DIAMETER PVC WATER MAIN PER PLAN AND PER WATER TRENCH DETAIL ON SHEET 38. MAINTAIN 5' MINIMUM COVER.
 - 27 FURNISH & INSTALL 8" GATE VALVE WHERE SHOWN ON PLAN.
 - 29 FURNISH & INSTALL 3/4" DIAMETER WATER SERVICE TAP ASSEMBLY, WITH 3/4" METER, PER PLAN AND PER DETAIL ON SHEET 38. PLACE CURB STOP 1' BEHIND BACK OF CURB.
 - 31 FURNISH & INSTALL 6" FIRE HYDRANT ASSEMBLY WHERE SHOWN ON PLAN AND PER DETAIL ON SHEET 38.
 - 33 FURNISH & INSTALL 8" TEE WHERE SHOWN ON PLAN.

SEE SHEET 35
WATER LINE C

SEE SHEET 33
WATER LINE B

ALIGNMENT CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD	CHORD BRNG
C1	475.99	037°06'36"	308.29	302.93	N17°27'26"W

WATER LINE A

STA 1+00.01 TO STA 6+42.69

IFC 2/28/25

PRIVATE ENGINEER'S NOTES TO CONTRACTOR
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PREPARED FOR:
HARDER-DIESSLIN DEVELOPMENT GROUP
130 W 2ND STREET - SUITE 1
SALIDA, CO 81201
PHONE: 719-221-5000
PREPARED UNDER THE DIRECTION OF: _____ DATE _____
TRACY L. VANDAVEER CRABTREE GROUP, INC.
L.C.E. NO. 38552 EXP. DATE 10/31/25

PREPARED BY:
CRABTREE GROUP INC.
ENGINEERING SMART GROWTH™
325 D STREET SALIDA, CO 81201 PH: 719-539-1675
918 CUYAMA ROAD OJAI, CA 93023 PH: 719-221-1799

SEAL
CORADO REGISTERED PROFESSIONAL ENGINEER
38552
2/28/25

DATE BY MARK
ENGINEER

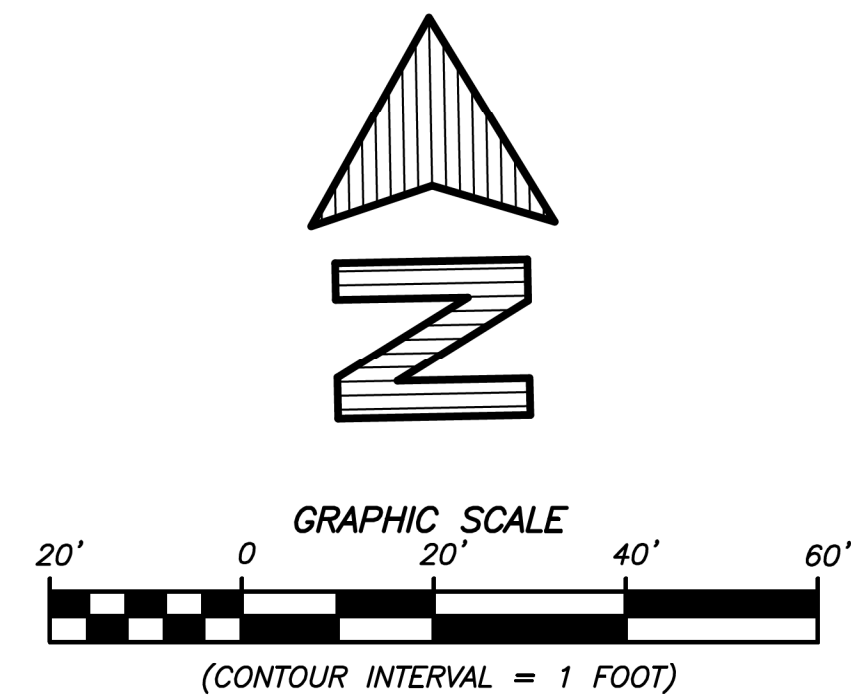
REVISIONS

APPR. DATE
REVISION AGENCY

CITY OF SALIDA
DESIGNED BY TV, JH
DRAWN BY RP, JH
CHECKED BY TV, PC
SCALE 1"=20'
DATE FEB. 2025
APPROVED BY: _____
AGENCY HEAD DATE
BENCHMARK: 5/8" REBAR WITH 2-1/2" ALUMINUM CAP STAMPED 'LS 16117' AT SE CORNER OF FRANK PARCEL, RECEPTION NO. 373015. ELEV=7195.73

ANGELVIEW NEIGHBORHOOD
SALIDA, CO
WATER PLAN & PROFILE
WATER LINE A
STA 1+00.01 TO STA 6+42.69

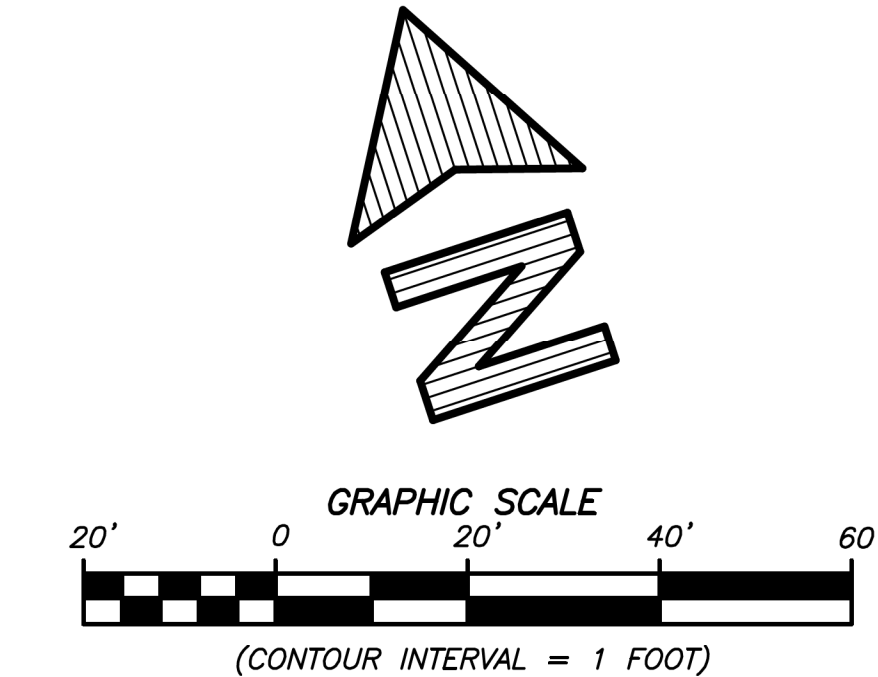
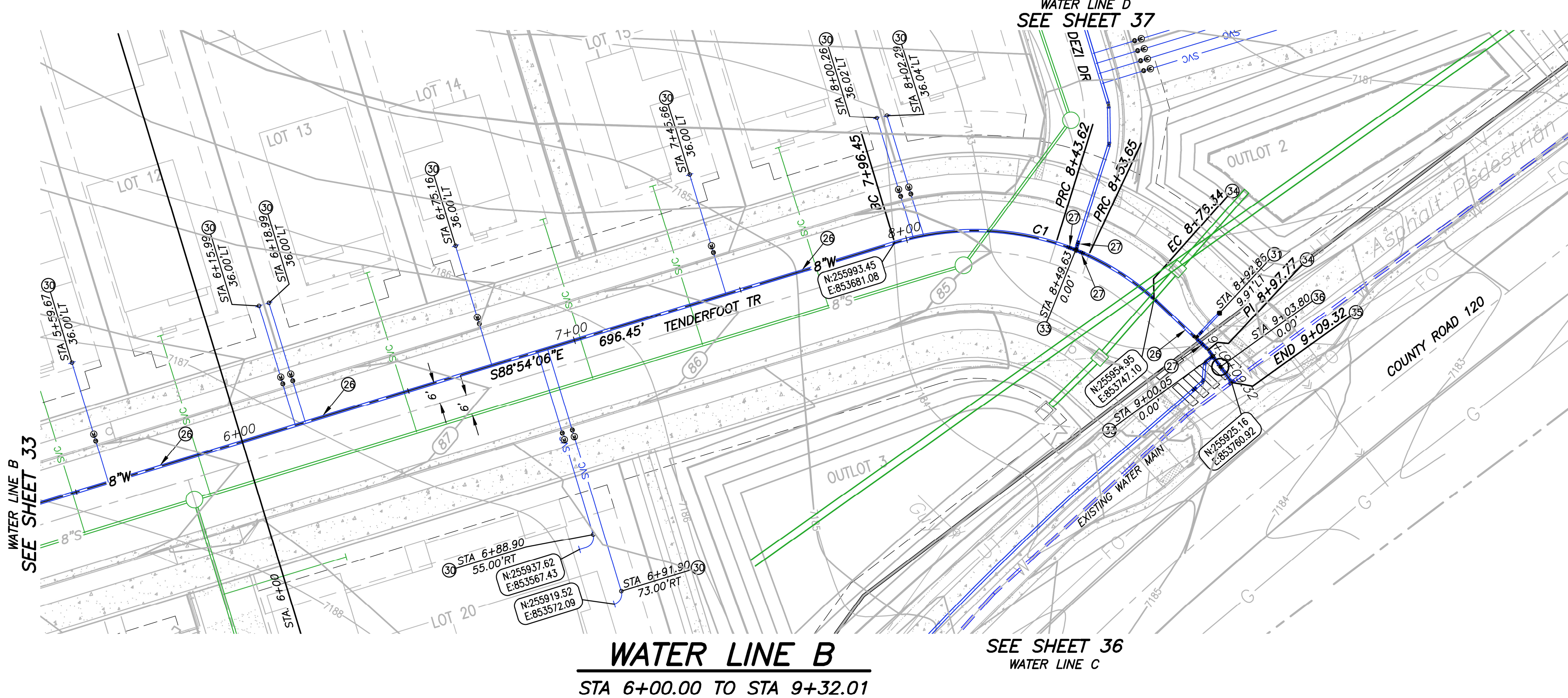
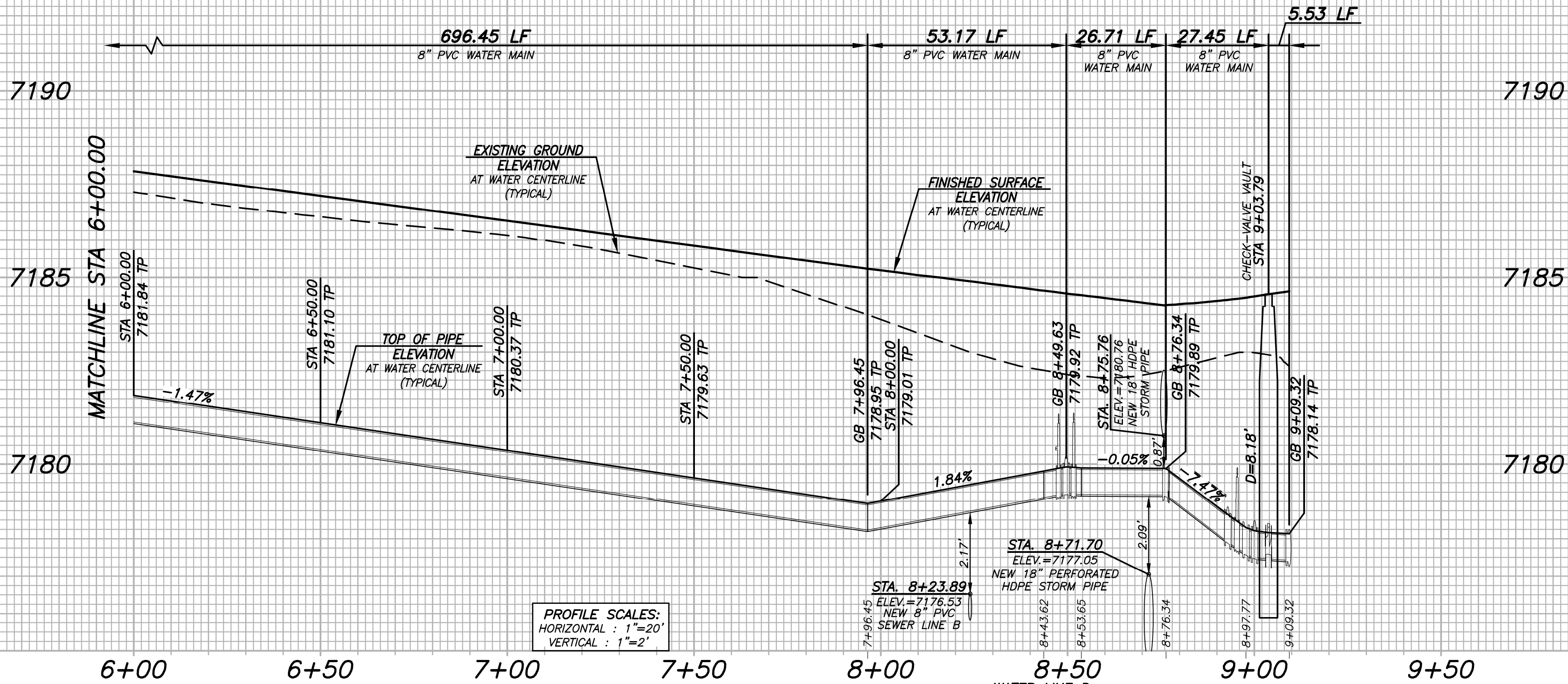
SHEET NO.
32
OF 41 SHEETS.
PROJECT NO.
19032

[illegible]

25. CONNECT NEW 8" DIAMETER PVC WATER MAIN TO EXISTING 8" DIAMETER WATER MAIN WITH APPROPRIATE APPURTENANCES, WHERE SHOWN ON PLAN.
26. FURNISH & INSTALL 8" DIAMETER PVC WATER MAIN PER PLAN AND PER WATER TRENCH DETAIL ON SHEET 38. MAINTAIN 5' MINIMUM COVER.
27. FURNISH & INSTALL 8" GATE VALVE WHERE SHOWN ON PLAN.
30. FURNISH & INSTALL 3/4" DIAMETER WATER SERVICE TAP ASSEMBLY, WITH 3/4" METER, PER PLAN AND PER DETAIL ON SHEET 38. PLACE CURB STOP 1' BEHIND BACK OF CURB.
31. FURNISH & INSTALL 6" FIRE HYDRANT ASSEMBLY WHERE SHOWN ON PLAN AND PER DETAIL ON SHEET 38.

SHEET NO.
33
OF **41** SHTS.
PROJECT NO.
19032

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- CONSTRUCTION NOTES:**
- 26 FURNISH & INSTALL 8" DIAMETER PVC WATER MAIN PER PLAN AND PER WATER TRENCH DETAIL ON SHEET 38. MAINTAIN 5' MINIMUM COVER.
 - 27 FURNISH & INSTALL 8" GATE VALVE WHERE SHOWN ON PLAN.
 - 30 FURNISH & INSTALL 3/4" DIAMETER WATER SERVICE TAP ASSEMBLY, WITH 3/4" METER, PER PLAN AND PER DETAIL ON SHEET 38. PLACE CURB STOP 1' BEHIND BACK OF CURB.
 - 31 FURNISH & INSTALL 6" FIRE HYDRANT ASSEMBLY WHERE SHOWN ON PLAN AND PER DETAIL ON SHEET 38.
 - 33 FURNISH & INSTALL 8" TEE WHERE SHOWN ON PLAN.
 - 34 FURNISH & INSTALL 8" DEFLECTION COUPLING WHERE SHOWN ON PLAN.
 - 35 FURNISH & INSTALL 8" TEE ON EXISTING WATER MAIN WHERE SHOWN ON PLAN. HOT TAP TO AVOID SERVICE DISRUPTIONS.
 - 36 FURNISH & INSTALL 8" CHECK VALVE IN 4' DIAMETER CONCRETE MANHOLE. VALVE TYPICALLY CLOSED, FLOW FROM LOW PRESSURE LINE TO HIGH PRESSURE LINE WHEN OPEN.

ALIGNMENT CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD	CHORD BRNG
C1	79.11	034°09'48"	47.17	46.47	S71°49'12"E

IFC 2/28/25

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PREPARED FOR:
HARDER-DIESSLIN DEVELOPMENT GROUP
130 W 2ND STREET - SUITE 1
SALIDA, CO 81201
PHONE: 719-221-5000
PREPARED UNDER THE DIRECTION OF:
DATE
TRACY L. VANDAVEER
L.C.E. NO. 38552
CRABTREE GROUP, INC.
EXP. DATE 10/31/25

PREPARED BY:
CRABTREE GROUP INC.
ENGINEERING SMART GROWTH™
325 D STREET
SALIDA, CO 81201
PH: 719-539-1675
918 CUYAMA ROAD
OJAI, CA 93023
PH: 719-221-1799

SEAL
COLORADO REGISTERED PROFESSIONAL ENGINEER
38552
2/28/25

DATE BY MARK
ENGINEER

REVISIONS

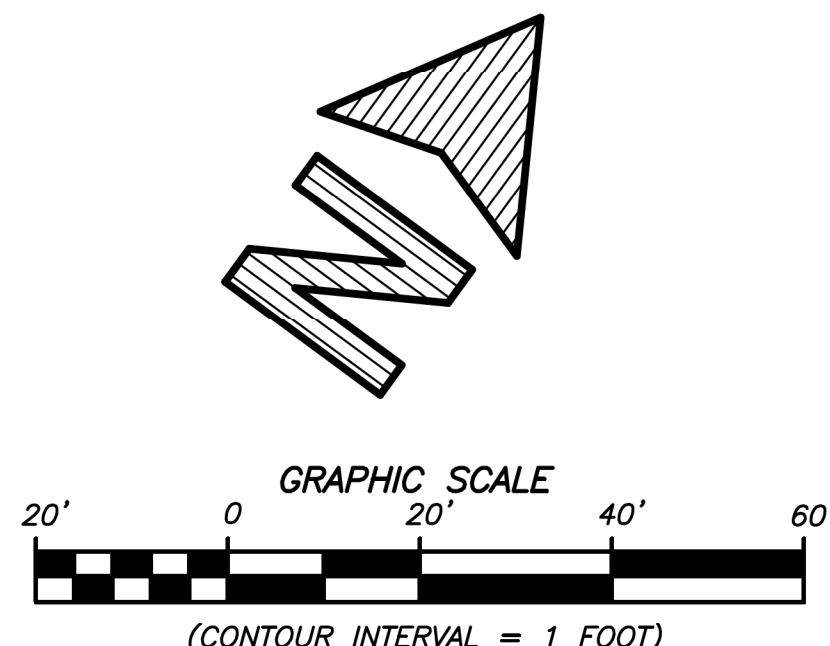
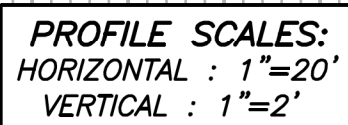
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DESIGNED BY TV, JH
DRAWN BY RP, JH
CHECKED BY TV, PC
SCALE 1"=20'
DATE FEB. 2025

CITY OF SALIDA
APPROVED BY:
AGENCY HEAD DATE
BENCHMARK: 5/8" REBAR WITH 2-1/2" ALUMINUM CAP STAMPED 'LS 16117' AT SE CORNER OF FRANK PARCEL, RECEPTION NO. 379015. ELV=7195.73

ANGELVIEW NEIGHBORHOOD
SALIDA, CO
WATER PLAN & PROFILE
WATER LINE B
STA 6+00.00 TO STA 9+32.01

SHEET NO.
34
OF 41 SHTS.
PROJECT NO.
19032



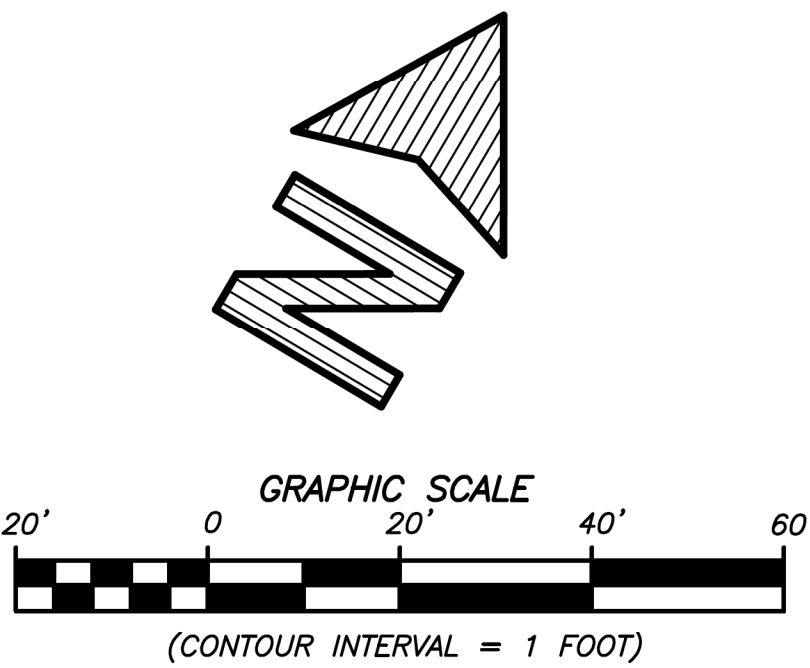
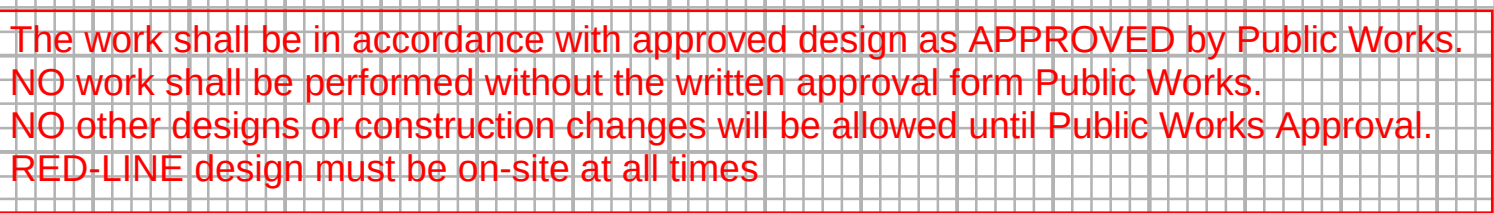
- ### **CONSTRUCTION NOTES:**
- (26) FURNISH & INSTALL 8" DIAMETER PVC WATER MAIN PER PLAN AND PER WATER TRENCH DETAIL ON SHEET 38. MAINTAIN 5' MINIMUM COVER.
 - (27) FURNISH & INSTALL 8" GATE VALVE WHERE SHOWN ON PLAN.
 - (34) FURNISH & INSTALL 3/4" DIAMETER WATER SERVICE TAP ASSEMBLY, WITH 3/4" METER, PER PLAN AND PER DETAIL ON SHEET 38. PLACE CURB STOP 1' BEHIND BACK OF CURB.
 - (31) FURNISH & INSTALL 6" FIRE HYDRANT ASSEMBLY WHERE SHOWN ON PLAN AND PER DETAIL ON SHEET 38.
 - (32) FURNISH & INSTALL 8" PLUG WHERE SHOWN ON PLAN.
 - (33) FURNISH & INSTALL 8" TEE WHERE SHOWN ON PLAN.

The work shall be in accordance with approved design as APPROVED by Public Works.
NO work shall be performed without the written approval form Public Works.
NO other designs or construction changes will be allowed until Public Works Approval.
RED-LINE design must be on-site at all times

WATER LINE C
STA 1+00.00 TO STA 6+00.00

IFC 2/28/25

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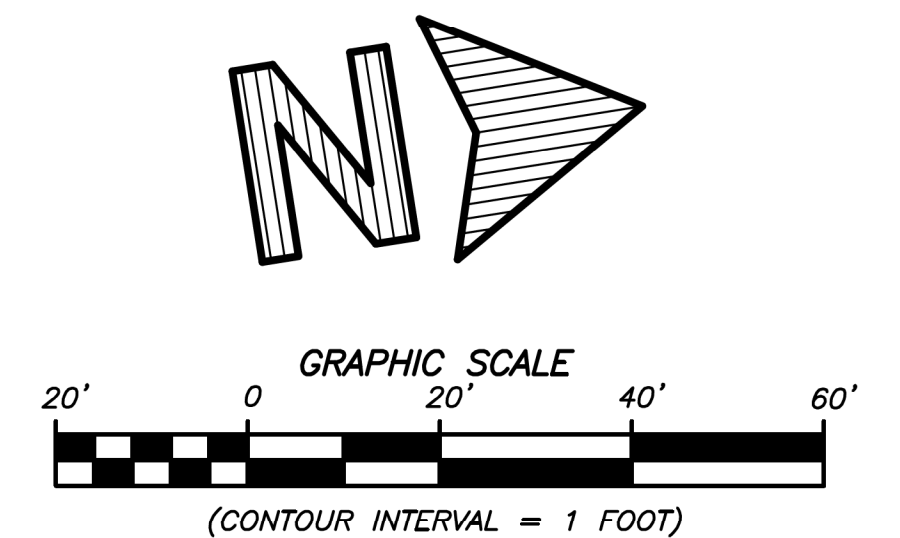
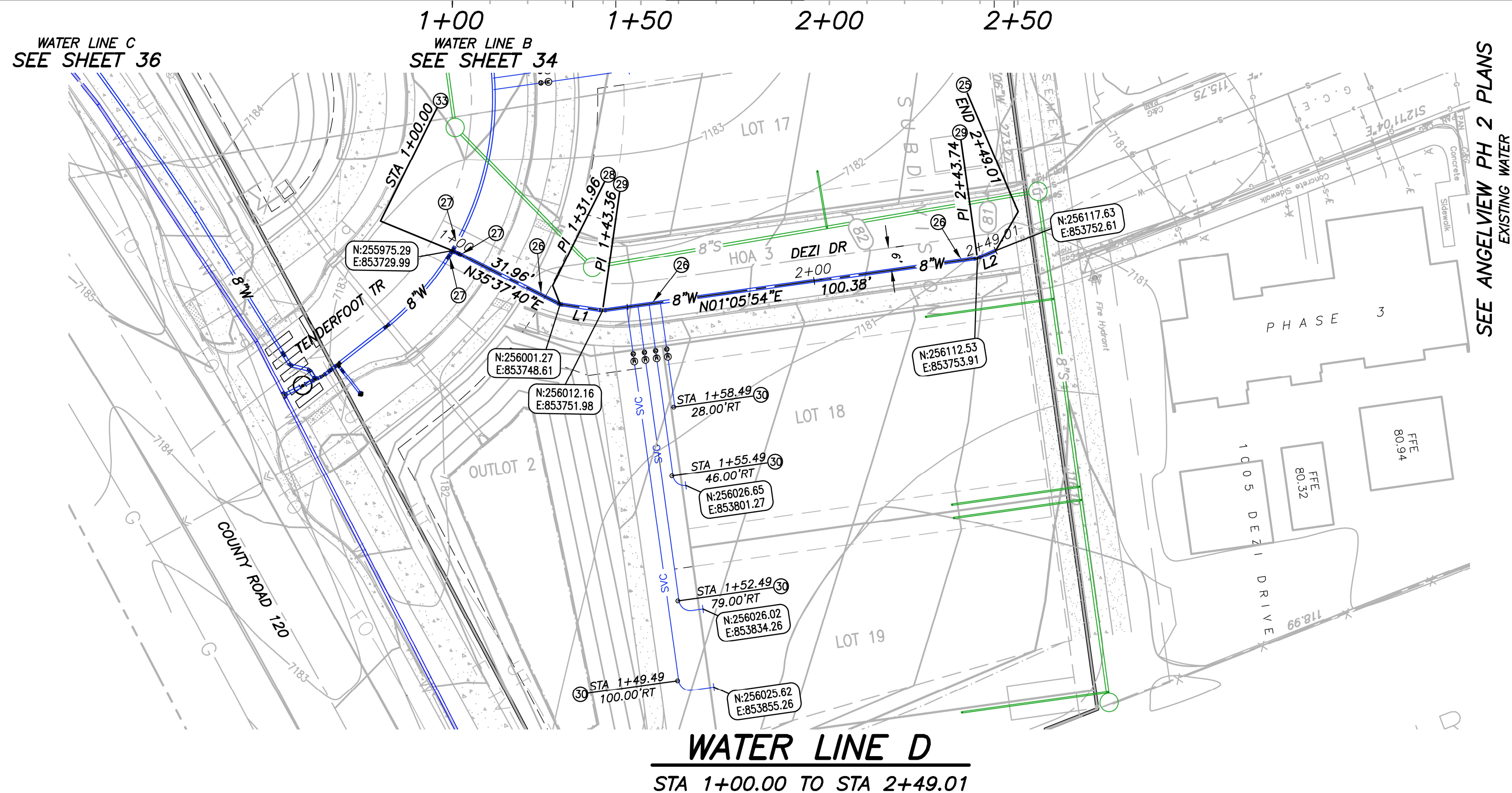
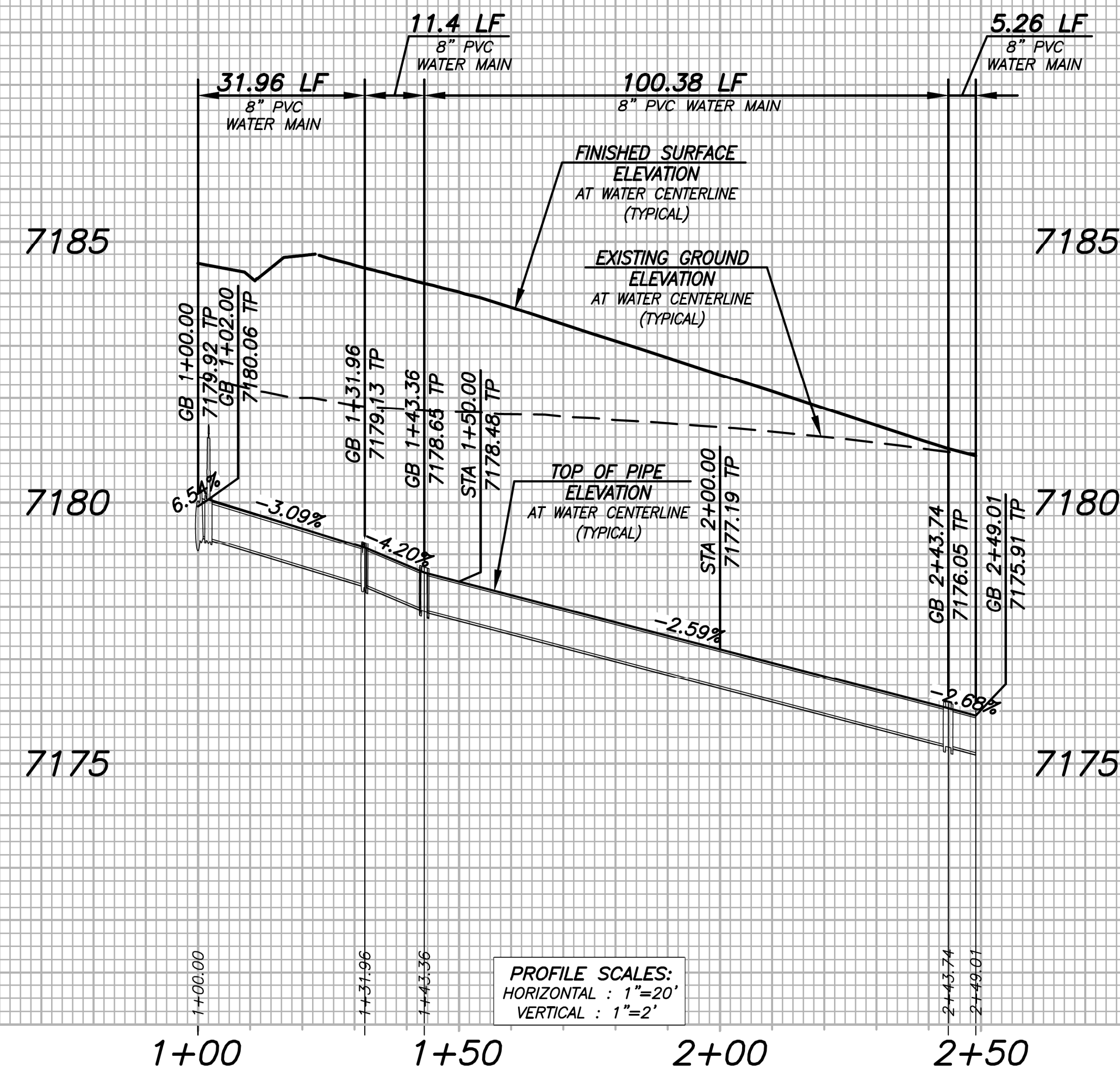
- ## **CONSTRUCTION NOTES:**
- (26) FURNISH & INSTALL 8" DIAMETER PVC WATER MAIN PER PLAN AND PER WATER TRENCH DETAIL ON SHEET 38. MAINTAIN 5' MINIMUM COVER.
 - (27) FURNISH & INSTALL 8" GATE VALVE WHERE SHOWN ON PLAN.
 - (31) FURNISH & INSTALL 3/4" DIAMETER WATER SERVICE TAP ASSEMBLY, WITH 3/4" METER, PER PLAN AND PER DETAIL ON SHEET 38. PLACE CURB STOP 1' BEHIND BACK OF CURB.
 - (33) FURNISH & INSTALL 8" TEE WHERE SHOWN ON PLAN.
 - (35) FURNISH & INSTALL 8" TEE ON EXISTING WATER MAIN WHERE SHOWN ON PLAN. COORDINATE WITH PUBLIC WORKS FOR SERVICE DISRUPTIONS.
 - (36) FURNISH & INSTALL 8" CHECK VALVE IN 4' DIAMETER CONCRETE MANHOLE. VALVE TYPICALLY CLOSED, FLOW FROM LOW PRESSURE LINE TO HIGH PRESSURE LINE WHEN OPEN.
 - (37) FURNISH & INSTALL 8" X 45° BEND WHERE SHOWN ON PLAN.

ALIGNMENT CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD	CHORD BRNG
C1	845.20	011°59'11"	176.82	176.49	N59°48'14"E

IFC 2/28/25

SHEET NO.
36
OF **41** SHTS
PROJECT NO
19032

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RED-LINE design must be on-site at all times



CONSTRUCTION NOTES:

25. CONNECT NEW 8" DIAMETER PVC WATER MAIN TO EXISTING 8" DIAMETER WATER MAIN WITH APPROPRIATE APPURTENANCES, WHERE SHOWN ON PLAN.
26. FURNISH & INSTALL 8" DIAMETER PVC WATER MAIN PER PLAN AND PER WATER TRENCH DETAIL ON SHEET 38. MAINTAIN 5' MINIMUM COVER.
27. FURNISH & INSTALL 8" GATE VALVE WHERE SHOWN ON PLAN.
28. FURNISH & INSTALL 8" x 22.5" BEND WHERE SHOWN ON PLAN.
29. FURNISH & INSTALL 8" x 11.25" BEND WHERE SHOWN ON PLAN.
30. FURNISH & INSTALL 3/4" DIAMETER WATER SERVICE TAP ASSEMBLY, WITH 3/4" METER, PER PLAN AND PER DETAIL ON SHEET 38. PLACE CURB STOP 1' BEHIND BACK OF CURB.
31. FURNISH & INSTALL 8" TEE WHERE SHOWN ON PLAN.

<i>ALIGNMENT LINE TABLE</i>		
<i>LINE #</i>	<i>BEARING</i>	<i>DISTANCE</i>
L1	11.40	N17°13'04"E
L2	5.26	N14°13'38"W

IFC 2/28/25

[illegible]

PREPARED FOR:	
HARDER-DIESSLIN DEVELOPMENT GROUP	
130 W 2ND STREET - SUITE 1	
SALIDA, CO 81201	
PHONE: 719-221-5000	
PREPARED UNDER THE DIRECTION OF: _____	
DATE _____	
TRACY L. VANDAVEER	CRABTREE GROUP, INC.
L.C.E. NO. 38552	EXP. DATE 10/31/25

PREPARED BY:

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

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

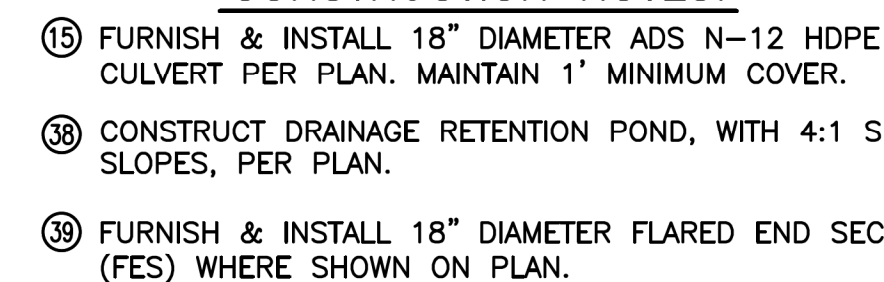
918 CUYAMA ROAD
OJAI, CA 93023
PH: 719-221-1799

[illegible]

CITY OF SALIDA	
DESIGNED BY	TV, JH
DRAWN BY	RP, JH
CHECKED BY	TV, PC
SCALE	1"=20'
DATE	FEB. 2025
APPROVED BY:	
AGENCY HEAD	
DATE	
BENCHMARK: 5/8" REBAR WITH 2-1/2" ALUMINUM CAP STAMPED "LS 16117" AT SE CORNER OF FRANK PARCEL, RECEPTION NO. 270815	

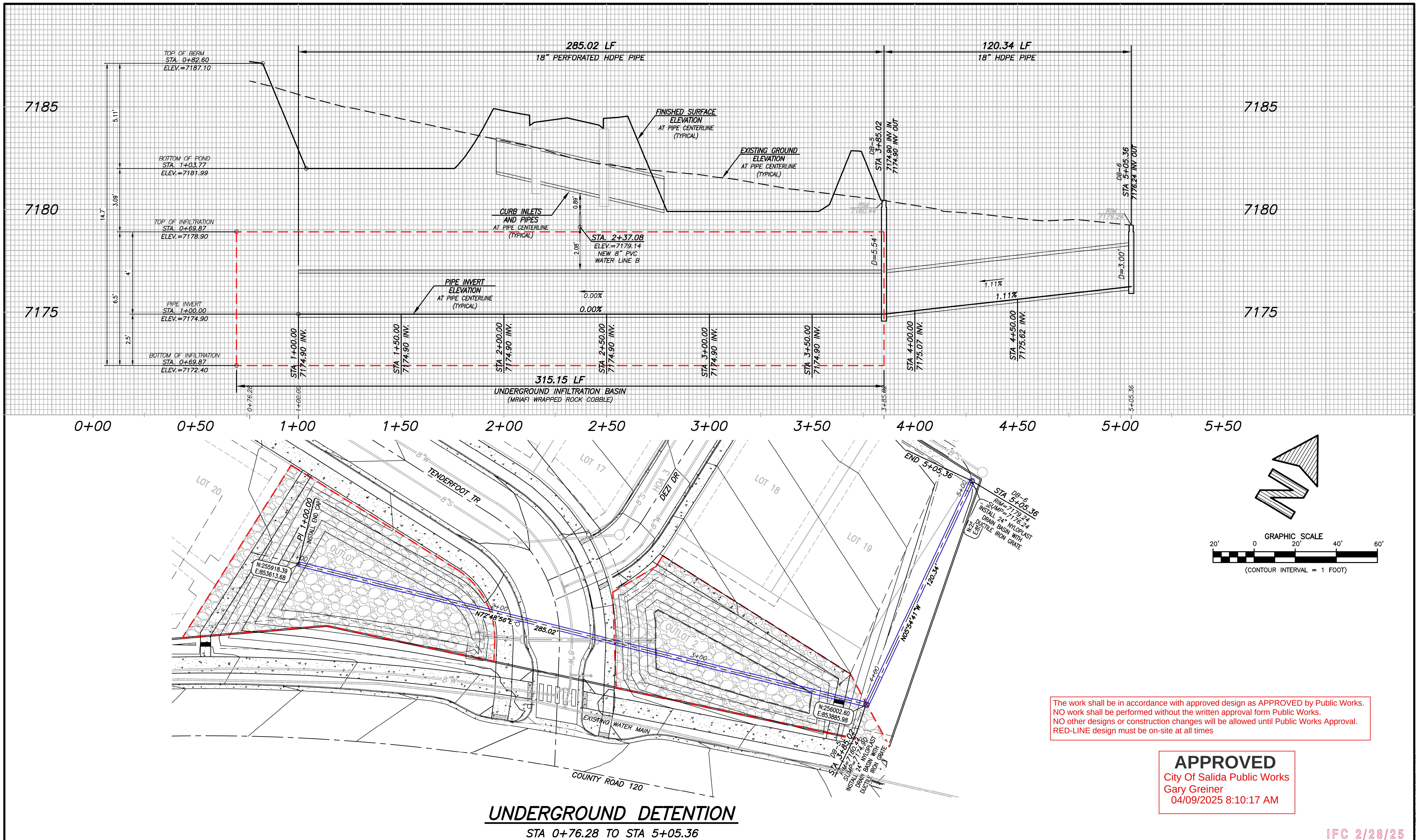
ANGELVIEW NEIGHBORHOOD
SALIDA, CO
WATER PLAN & PROFILE
WATER LINE D
STA 1+00.00 TO STA 2+49.01

SHEET NO.
37
OF **41** SHTS.
PROJECT NO.
19032



IFC 2/28/25

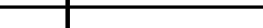
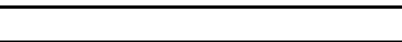
PRIVATE ENGINEER'S NOTES TO CONTRACTOR THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS, OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS. THE CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONSIDERABLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE COUNTY, THE CITY, THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.		PREPARED FOR: HARDER-DIESSUN DEVELOPMENT GROUP 130 W 2ND STREET SUITE 1 SALIDA, CO 81201 PHONE: 719-221-5000		PREPARED BY:  CRABTREE GROUP INC. ENGINEERING SMART GROWTH™		SEAL 		CITY OF SALIDA DESIGNED BY TV, JH DRAWN BY RP, JH CHECKED BY TV, PC SCALE 1"=20' DATE FEB. 2025		ANGELVIEW NEIGHBORHOOD SALIDA, CO CIVIL ENGINEERING PLANS GRADING PLAN GRADING AND DRAINAGE		SHEET NO. 39 OF 41 SHTS. PROJECT NO. 19032	
PREPARED UNDER THE DIRECTION OF: DATE		TRACY L. VANDAVEER C.E. NO. 38552		CRABTREE GROUP, INC. EXP. DATE 10/31/25		325 D STREET SALIDA, CO 81201 PH: 719-539-1075		918 CUYAMA ROAD SALIDA, CO 81209 PH: 719-221-1799		APPR. DATE REVISION AGENCY		REVISIONS	

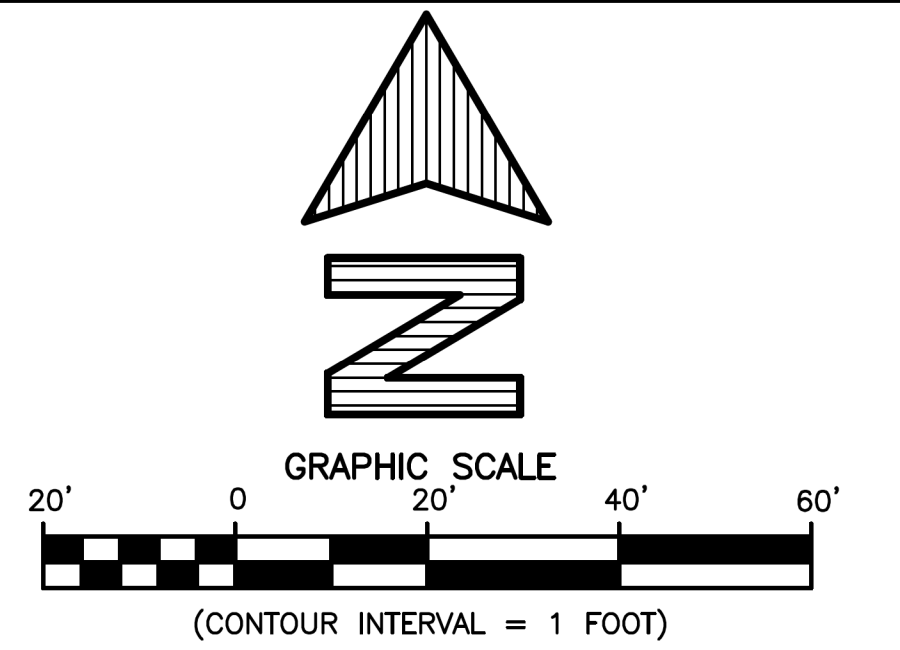


The work shall be in accordance with approved design as APPROVED by Public Works.
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RED-LINE design must be on-site at all times

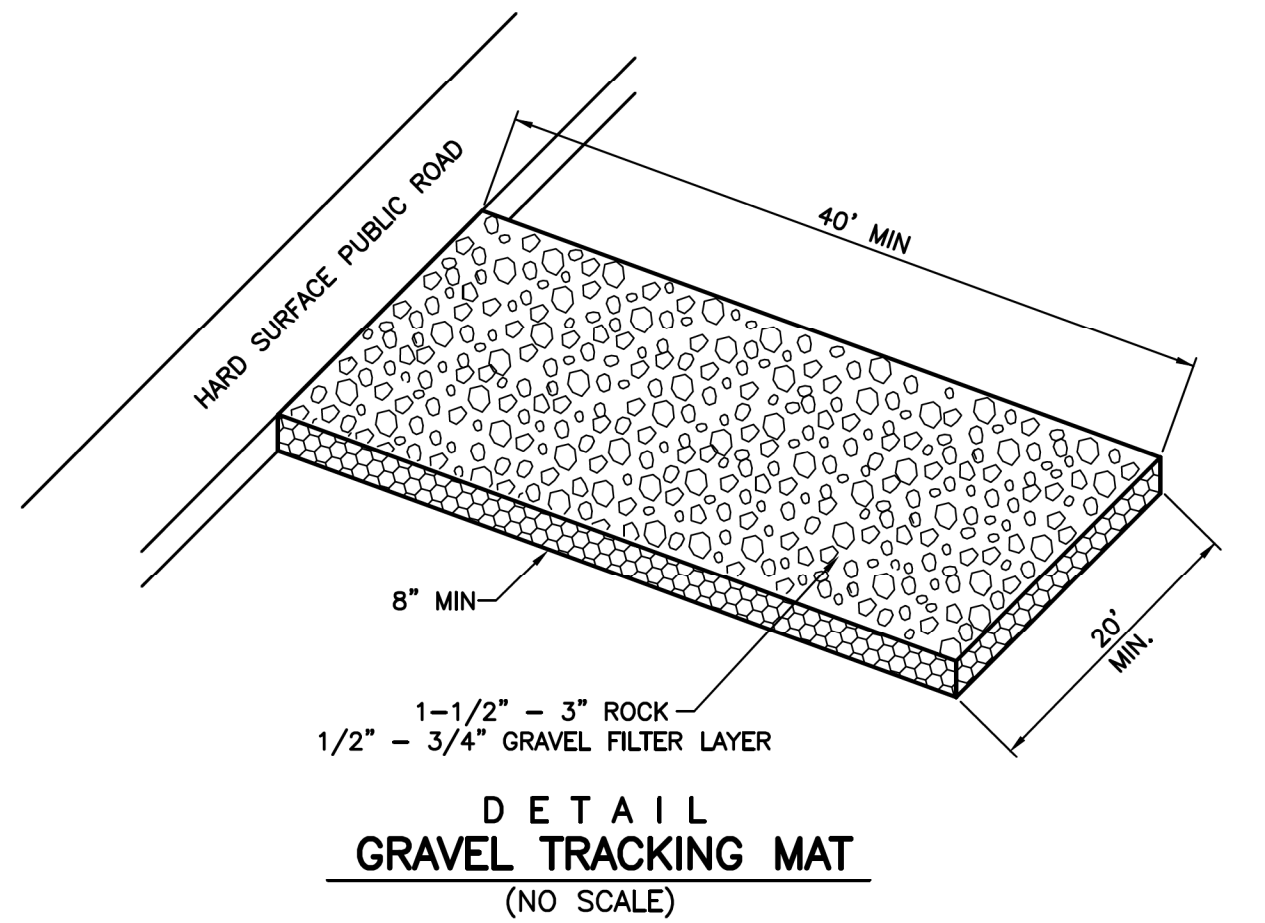
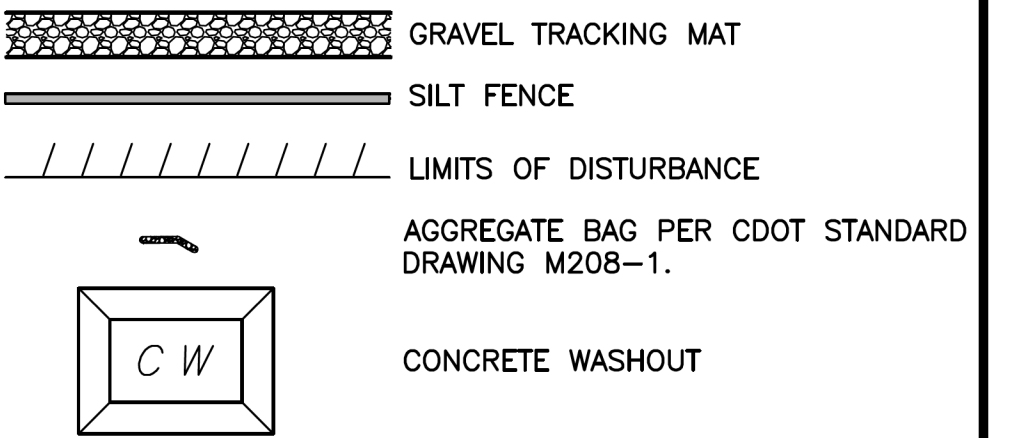
APPROVED
City Of Salida Public Works
Gary Greiner
04/09/2025 8:10:17 AM

IFC 2/28/25

PRIVATE ENGINEER'S NOTES TO CONTRACTOR THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS, OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS. CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL BE CONSIDERED AND SHALL NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE COUNTY, THE CITY, THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF THIS WORK. ON THIS PROJECT, THE CONTRACTOR IS NOT TO BE HELD RESPONSIBLE FOR THE WORK OR ANY LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.										PREPARED FOR: HARDER-DIESSLN DEVELOPMENT GROUP 130 W 2ND STREET - SUITE 1 SALIDA, CO 81201 PHONE: 719-221-5000 PREPARED UNDER THE DIRECTION OF: DATE TRACY L. VANDAVEER CLC.E. NO. 38552										PREPARED BY:  CRABTREE GROUP INC. ENGINEERING SMART GROWTH™ 326 D STREET SALIDA, CO 81201 PH: 719-599-1075 918 CUYAMA ROAD OJAJI, CA 92029 PH: 719-221-1799										SEAL 										DATE BY MARK ENGINEER										REVISIONS										APPR. DATE REVISION AGENCY										CITY OF SALIDA DESIGNED BY TV, JH DRAWN BY RP, JH CHECKED BY TV, PC SCALE 1"=20' DATE FEB. 2025 APPROVED BY: SALIDA, CO AGENCY HEAD DATE BENCHMARK: 5/8" REBAR WITH 2-1/2" ALUMINUM CAP STAMPED "LS 16117" AT SE CORNER OF FRANK PARCEL, RECEPTION NO. 378015, ELY=4185.73										ANGELVIEW NEIGHBORHOOD STORM PLAN AND PRIFILE UNDERGROUND DETENTION STA 0+76.28 TO STA 5+05.36										SHEET NO. 40 OF 41 SHTS. PROJECT NO. 19032									
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LEGEND:



The work shall be in accordance with approved design as APPROVED by Public Works. NO work shall be performed without the written approval from Public Works. NO other designs or construction changes will be allowed until Public Works Approval. RED-LINE design must be on-site at all times

APPROVED

City Of Salida Public Works
Gary Greiner
04/09/2025 8:10:23 AM

IFC 2/28/25

PRIVATE ENGINEER'S NOTES TO CONTRACTOR

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITY STRUCTURES SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO AVOID DAMAGE TO ANY EXISTING UTILITY STRUCTURES. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS, OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL PERSONNEL AND SHALL NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM AND AGAINST ALL SUITS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE ENGINEER.

PREPARED FOR:
HARDER-DIESSLIN DEVELOPMENT GROUP
130 W 2ND STREET - SUITE 1
SALIDA, CO 81201
PHONE: 719-221-5000

PREPARED UNDER THE DIRECTION OF: _____
DATE _____

TRACY L. VANDAVEER	CRABTREE	GROUP, INC.
L.C.E. NO. 38552	EXP. DATE	10/31/25

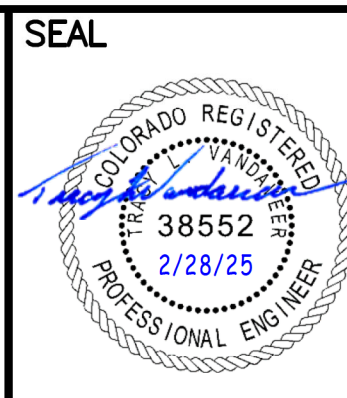
PREPARED BY:



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

**325 D STREET
SALIDA, CO 81201
PH: 719-690-1675**

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

[illegible]

CITY OF SALIDA	
DESIGNED BY	TV, JH
DRAWN BY	RP, JH
CHECKED BY	TV, PC
SCALE	1"=20'
DATE	FEB. 2025
APPROVED BY:	
AGENCY HEAD	DATE
BENCHMARK: 5/8" REBAR WITH 2-1/2" ALUMINUM CAP STAMPED "LS 16117" AT SE CORNER OF FRANK PARCEL, RECEPTION NO. 2015-11-17-15	

ANGELVIEW NEIGHBORHOOD
SALIDA, CO

CIVIL ENGINEERING PLANS

EROSION CONTROL PLAN
EROSION & SEDIMENTATION CONTROL

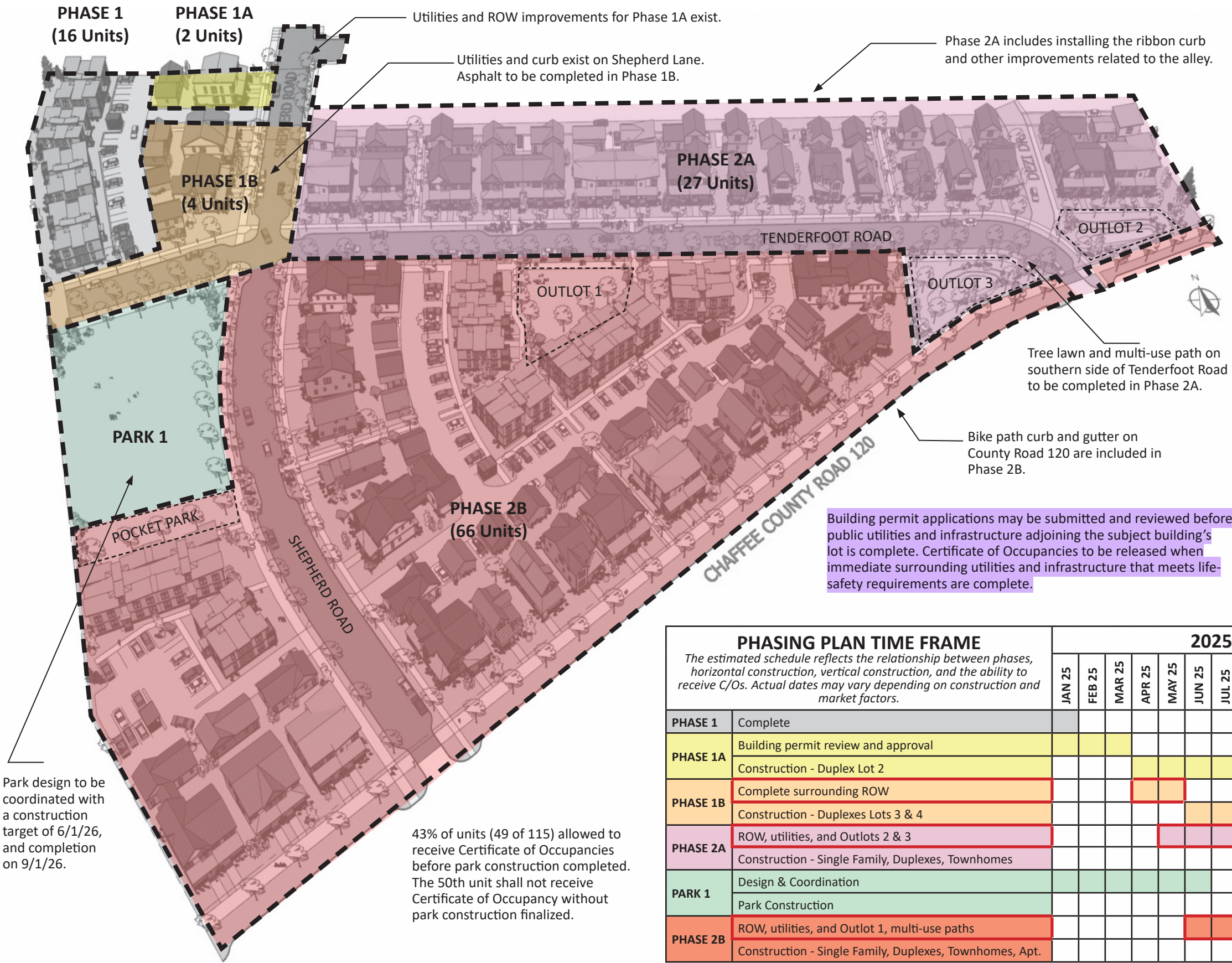
SHEET NO.
41
OF **41** SHTS.
PROJECT NO.
19032

Engineers Opinion of Probable Cost

Angleview PD

Project #19032

Owner:		Date:		4/3/2025	
Item #	Description	Unit	Estimated Qty	Total Unit Cost	Total
Streets					
1	Furnish & Install 6"X30" Curb & Gutter	l.f.	3,703	\$ 26.00	\$ 96,278.00
2	Furnish & Install 3" AC Paving over 6" Class 6	s.y.	7,481	\$ 18.00	\$ 134,658.00
3	Furnish & Install 4" Thick Concrete Sidewalk over	s.y.	2,750	\$ 50.00	\$ 137,500.00
4	Furnish & Install 6' Wide Concrete Crossspan	l.f.	60	\$ 40.00	\$ 2,400.00
5	Furnish & Install Type 1 Driveway	s.y.	147	\$ 60.00	\$ 8,820.00
6	Furnish & Install Type 2 ADA Ramp	ea.	7	\$ 3,000.00	\$ 21,000.00
7	Furnish & Install R1-1 "Stop" Sign with 2 D3-1	ea.	5	\$ 500.00	\$ 2,500.00
8	Furnish & Install 6"X18" Curb & Gutter	l.f.	346	\$ 22.00	\$ 7,612.00
9	Furnish & Install W11-2 Pedestrian Symbol Sign	ea.	5	\$ 500.00	\$ 2,500.00
10	Furnish & Install Greenshine NSB Series Single	ea.	2	\$ 6,000.00	\$ 12,000.00
11	Furnish & Install Type 1 ADA Ramp	ea.	4	\$ 2,000.00	\$ 8,000.00
12	Furnish & Install Curb Terminus	ea.	6	\$ 100.00	\$ 600.00
Sub-Total				\$	433,868.00
Sewer					
13	Conect to Existing 8" PVC Sewer Main	ea.	2	\$ 500.00	\$ 1,000.00
14	Furnish & Install 8" PVC Sewer Main	l.f.	2,340	\$ 50.00	\$ 117,000.00
15	Furnish & Install 4' Diameter Sewer Manhole	ea.	14	\$ 3,700.00	\$ 51,800.00
16	Furnish & Install 4" Sewer Service Tap	ea.	66	\$ 2,500.00	\$ 165,000.00
Sub-Total				\$	334,800.00
Water					
17	Connect to Existing 8" Water Main	ea.	3	\$ 1,500.00	\$ 4,500.00
18	Furnish & Install 8" Water Main	l.f.	2,433	\$ 50.00	\$ 121,650.00
19	Furnish & Install 8" Gate Valve	ea.	9	\$ 2,000.00	\$ 18,000.00
20	Furnish & Install Water Service Tap. Includes	ea.	65	\$ 1,500.00	\$ 97,500.00
21	Furnish & Install 6" Fire-Hydrant Assembly	ea.	3	\$ 4,000.00	\$ 12,000.00
22	Furnish & Install 8" Tee	ea.	3	\$ 700.00	\$ 2,100.00
23	Furnish & Install 8" Deflection Coupling	ea.	2	\$ 700.00	\$ 1,400.00
24	Furnish & Install 8" Plug	ea.	1	\$ 400.00	\$ 400.00
25	Furnish & Install 8" Tee in Existing Water Main	ea.	1	\$ 2,500.00	\$ 2,500.00
26	Furnish & Install 8" Check Valve in 4' conc.	ea.	1	\$ 5,500.00	\$ 5,500.00
27	Furnish & Install 8"X22.5° Bend	ea.	1	\$ 700.00	\$ 700.00
28	Furnish & Install 8"x11.25° Bend	ea.	2	\$ 700.00	\$ 1,400.00
29	Furnish & Install 8"x45° Bend	ea.	2	\$ 700.00	\$ 1,400.00
30	Furnish & Install Irrigation Tap. Includes Meter	ea.	1	\$ 1,500.00	\$ 1,500.00
Sub-Total				\$	270,550.00
Storm					
31	Furnish & Install Curb Inlet	ea.	2	\$ 3,500.00	\$ 7,000.00
32	Furnish & Install 18" Storm Pipe	l.f.	483	\$ 35.00	\$ 16,905.00
33	Furnish & Install 24" Dia. Nyloplast Drain Basin	ea.	2	\$ 2,000.00	\$ 4,000.00
Sub-Total				\$	27,905.00
Parkway Landscaping					
34	Furnish & Install Drought-Tolerant Tree @ 50' O/C	ea.	76	\$ 450.00	\$ 34,200.00
35	Furnish & Install Native Seed Ground Covering	s.y.	2,103	\$ 2.00	\$ 4,206.00
Sub-Total				\$	38,406.00
Opinion of Probable Cost				\$	1,105,529.00



- PHASE 1 EXISTING**
 - 16 units complete
 - Shepherd Road infrastructure installed for Phase 1A & 1B
 - Pavement installed for Phase 1A
- PHASE 1A - LOT 2 (Utilities & ROW Complete)**
 - Duplex building permit for Lot 2 - ASAP
 - Start construction for Lot 2 - 4/1/25
 - Certificate of Occupancy for Lot 2 - 12/1/25
- PHASE 1B - LOTS 3-4 (Utilities & Curb Complete)**
 - Complete surrounding ROW - 4/15/25
 - Start duplex construction for Lots 3 & 4 - 6/1/25
 - Certificate of Occupancy for Lots 3 & 4 - 2/1/26
- PHASE 2A - LOTS 5-12, OUTLOTS 2 & 3**
 - Notice to proceed - 3/1/25
 - ROW, utilities, and Outlots 2 & 3 complete - 11/15/25
 - Ability to pull building permits and sell lots - 11/15/25
 - First structures complete - 12/1/26
- PARK 1**
 - Start construction - 6/1/26
 - Complete - 9/1/26
- PHASE 2B - LOTS 20-42, OUTLOT 1**
 - Includes bike path, curb and gutter on County Road 120 & southern side of Tenderfoot Road
 - ROW, utilities, and Outlot 1 and multi-use paths complete - 6/1/26
 - Ability to pull building permits and sell lots - 6/1/26

Up to 49 units receive C/O Units 50-115 may receive C/O

PHASING PLAN TIME FRAME <i>The estimated schedule reflects the relationship between phases, horizontal construction, vertical construction, and the ability to receive C/Os. Actual dates may vary depending on construction and market factors.</i>		2025												2026											
		JAN 25	FEB 25	MAR 25	APR 25	MAY 25	JUN 25	JUL 25	AUG 25	SEPT 25	OCT 25	NOV 25	DEC 25	JAN 26	FEB 26	MAR 26	APR 26	MAY 26	JUN 26	JUL 26	AUG 26	SEPT 26	OCT 26	NOV 26	DEC 26
PHASE 1	Complete																								
PHASE 1A	Building permit review and approval																								
	Construction - Duplex Lot 2																								
PHASE 1B	Complete surrounding ROW																								
	Construction - Duplexes Lots 3 & 4																								
PHASE 2A	ROW, utilities, and Outlots 2 & 3																								
	Construction - Single Family, Duplexes, Townhomes																								
PARK 1	Design & Coordination																								
	Park Construction																								
PHASE 2B	ROW, utilities, and Outlot 1, multi-use paths																								
	Construction - Single Family, Duplexes, Townhomes, Apt.																								

KEY: Horizontal Construction Upon completion of Park 1, units 50-115 may receive C/O.



-  **ACCESS & UTILITY EASEMENT**

 - Ownership: Master HOA Angelview X shared with Angelview 1
 - Maintenance: Master HOA Angelview X shared with Angelview 1
 - Use: Public

 **HOA 1, HOA 2, HOA 4, HOA 5 PEDESTRIAN CONNECTIONS**

 - Ownership: Master HOA Angelview X
 - Maintenance: Master HOA Angelview X
 - Use: Public

 **HOA 3 (DEZI DR) VEHICULAR CONNECTION**

 - Ownership: Master HOA Angelview X
 - Maintenance: Master HOA Angelview X
 - Use: Public

 **OUTLOT 2, OUTLOT 3 DETENTION BASIN**

 - Ownership: Master HOA Angelview X
 - Maintenance: Master HOA Angelview X
 - Use: Master HOA Angelview X

 **LOT 1 MULTI-FAMILY APARTMENTS**

 - Ownership: Lot 1 Sub-HOA
 - Maintenance: Lot 1 Sub-HOA
 - Use: Lot 1 Sub-HOA

 **LOT 21**

 - Ownership: Lot 21 Sub-HOA
 - Maintenance: Lot 21 Sub-HOA
 - Use: Lot 21 Sub-HOA

 **OUTLOT 1**

 - Ownership: Lot 21 Sub-HOA
 - Maintenance: Master HOA Angelview X
 - Use: Master HOA Angelview X

 LOT 28

 - Ownership: Lot 28 Sub-HOA
 - Maintenance: Lot 28 Sub-HOA
 - Use: Lot 28 Sub-HOA

 LOT 28 OPEN SPACE

 - Ownership: Lot 28 Sub-HOA
 - Maintenance: City of Salida
 - Use: Public

 PARK 1

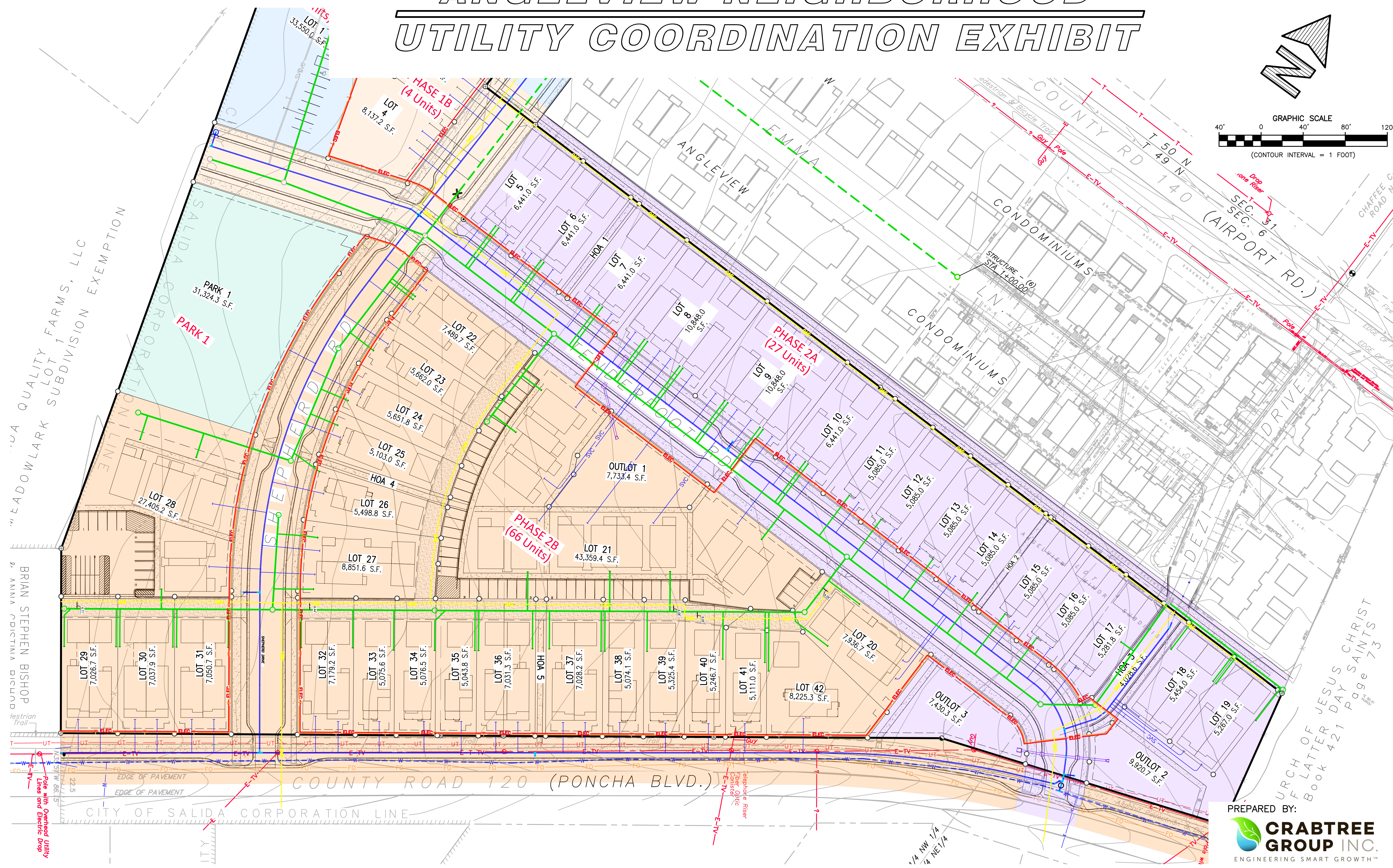
 - Ownership: City of Salida
 - Maintenance: City of Salida
 - Use: Public

 ACCESS & UTILITY EASEMENT

 - Ownership: Adjacent Lots: Lot 1, Duplex and Single Family
 - Maintenance: Master HOA Angelview X
 - Use: Public

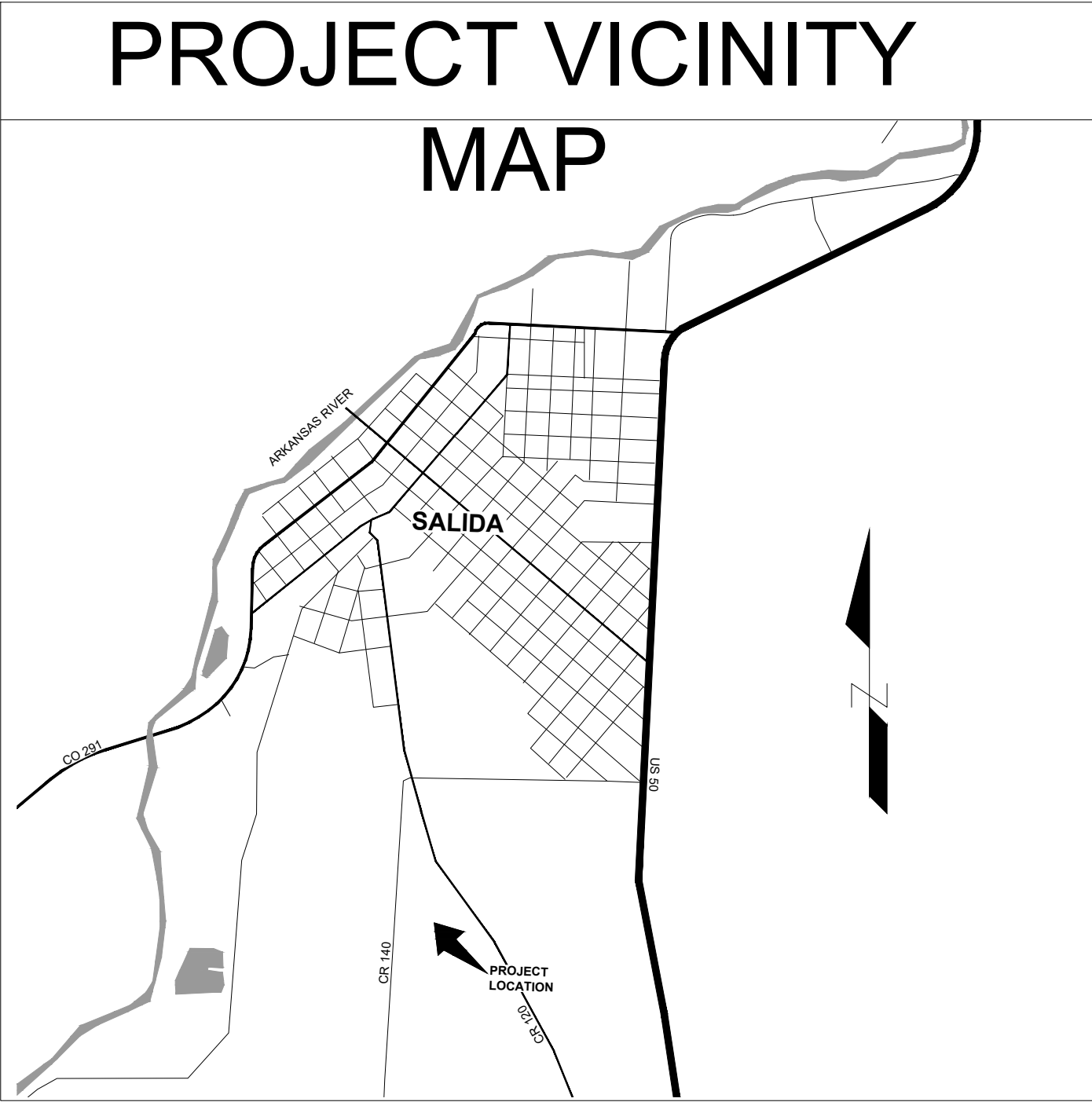
 PUBLIC RIGHT-OF-WAY

 - Ownership: City of Salida
 - Maintenance: City of Salida
 - Use: Public



**CRABTREE
GROUP INC.**
ENGINEERING SMART GROWTH

AGENCY COORDINATION 3/10/25



PROJECT DESCRIPTION

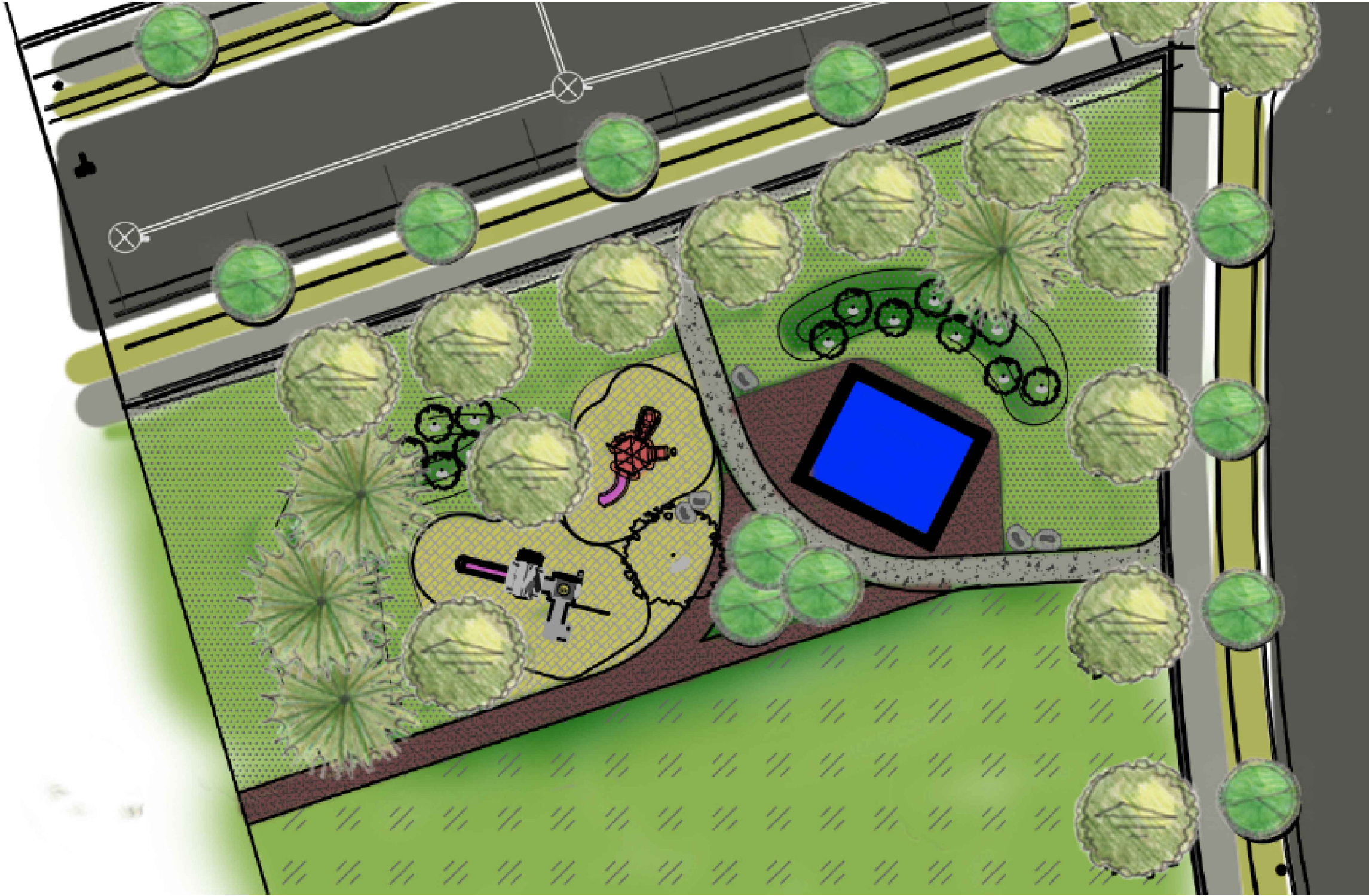
Angelview Park is proposed to be an improved .72 acre Pocket Park dedicated to the City of Salida. Proposed improvements include two play structures, one for children 2-5 years old and one for children 5-12 years old. A 10'x10' pavilion will be included, as well as two City standard dog waste stations, two City Standard trash/recycling bins, and two benches.

Plant material chosen for the site is largely native, and is well suited to the high desert environment of the City and region. All tree species chosen for the site can be found on the City of Salida Tree Boards suggested species list. Irrigation will be a combination of matched precipitation rotators, sprays and drip irrigation.

HARDER DIESSLIN HOLDINGS, LLC
SALIDA, COLORADO

Angelview Park
Landscape Construction Documents
Design Development Set

ISSUED: March 17, 2025



SHEET INDEX

Landscape Drawings:	Design Development Set - 3/17/25					
L.0.00 - Project Cover Sheet	•					
L.1.20 - Angelview Park Overall Site Plan	•					
L.3.20 - Angelview Park Irrigation Plan	•					
L.4.20 - Angelview Park Planting Plan	•					
L.5.00 - Site Details	•					
L.5.10 - Irrigation Details	•					
	•					

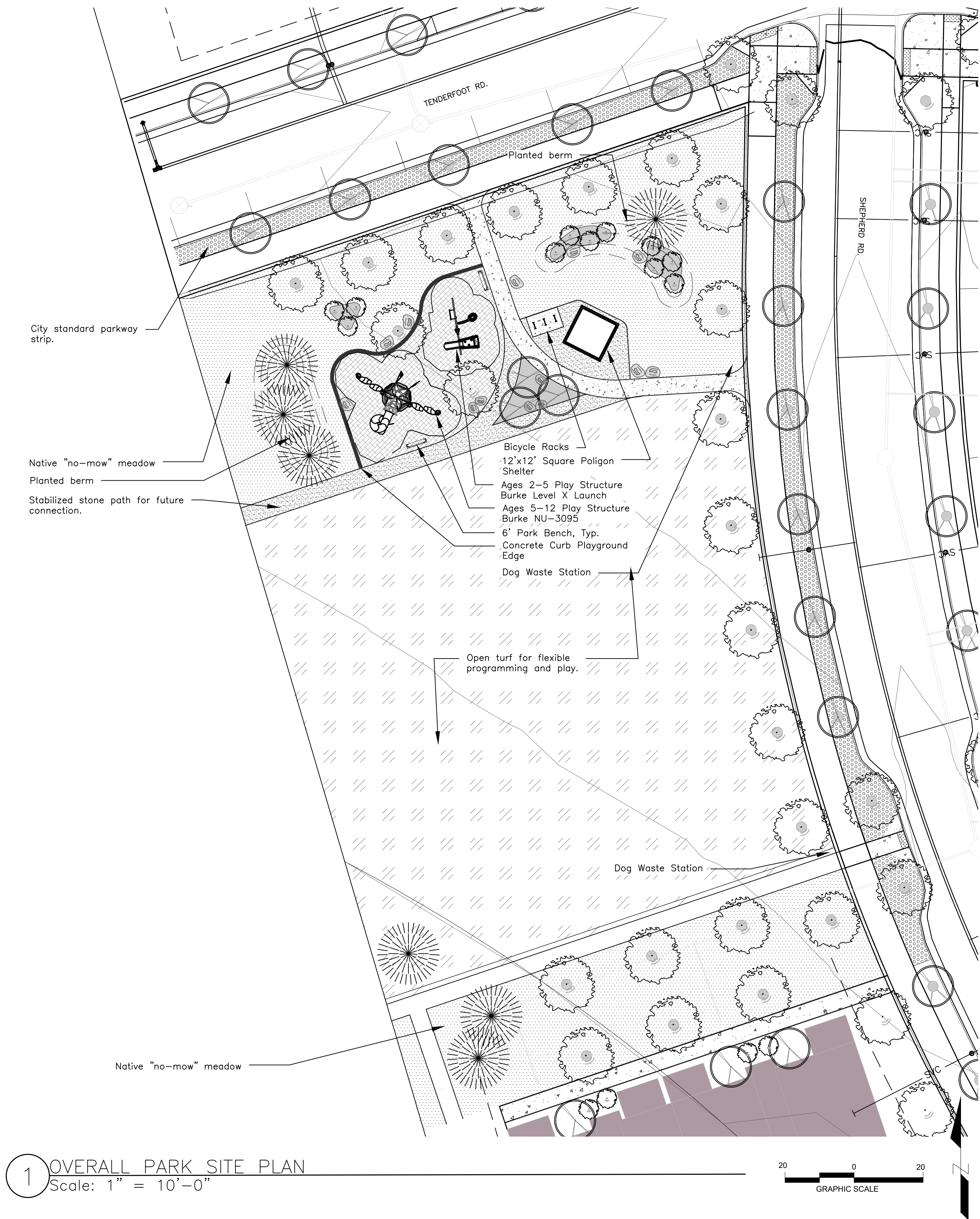
OWNER:
Harder Diesslin Holdings, LLC
130 W 2nd Street Suite 1
Salida, CO 81201
(719) 826-8944

LANDSCAPE ARCHITECT:
Mountain Aspect Landscape Architecture, LLC
129 1/2 W 3rd Street Suite 3
Salida, CO 81201
(719) 824-2162

CIVIL ENGINEERING:
Crabtree Group, Inc.
325 D St.
Salida, CO 81201
(719) 539-1675

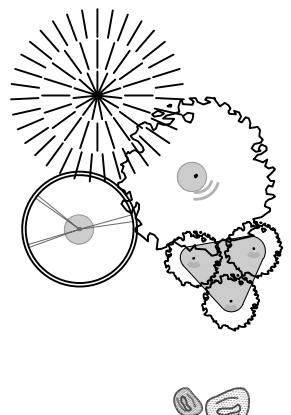
ARCHITECT/PLANNER:
Pel-Ona Architects & Urbanists
4696 Broadway
Boulder, CO 80304
(303) 443-7876

DRAFT - Not for Construction



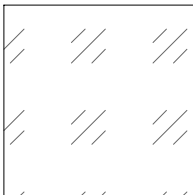
1 OVERALL PARK SITE PLAN
Scale: 1" = 10'-0"

Legend

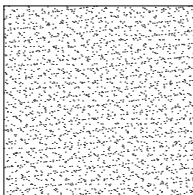


Proposed Trees & Shrubs with mulch.

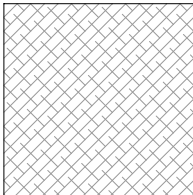
Landscape Boulders
Small: 2'x3'
Large: 3'x4'



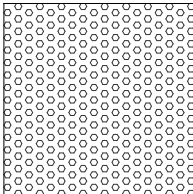
Proposed Turf



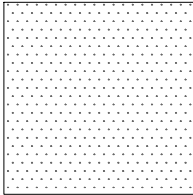
Proposed Stabilized Compacted Stone Dust / Breeze Material



Engineered Wood Fiber Safety Surface



Proposed 3/4" Decorative Rock



Proposed Native Seed Mix

GENERAL NOTES:

1. Base plan provided by Crabtree Group, Salida, CO. Contractor to field verify all existing conditions and measurements prior to beginning work. Any discrepancies between these contract documents and existing conditions shall be brought to the attention of the Landscape Architect immediately. Landscape Architect is not responsible for errors or omissions related to preparation or documentation of survey.

2. Contractor is responsible for determining means and methods of construction. These drawings may indicate a limit of proposed improvements, limit of site demolition, etc for delineation of expected site disturbance. However, final impact shall be determined in the field. Should the limits of disturbance exceed those shown within these construction documents, the Landscape Architect should be contacted for resolution.

3. Contractor is responsible for repairing all site areas disturbed by construction outside of limit lines defined on drawings to a state better than or equal to those conditions existing prior to commencement of construction at no additional cost to owner.

4. Contractor is responsible for maintaining a complete, up-to-date set of drawings at the construction site at all times.

SITE NOTES:

1. Bicycle Racks shall be Dero Hoop Rack, Surface Mount, Powder Coat Beige, as manufactured by DERO BIKE RACK CO., 5522 Lakeland Avenue N., Minneapolis, MN 55429, 1-888-337-6729. Fax: 612-331-2731 Website: www.dero.com.

2. Playground Structures shall be:

- a.) 2-5 Year Olds: BCI Burke Level X Launch, installation must be by a BCI Burke authorized installer.
- b.) 5-12 Year Olds: BCI Burke NU-3095, installation must be by a BCI Burke authorized installer.
- 1.) Colors and finishes to be chosen by City of Salida Parks Department staff.

3. Benches:

- a.) Benches shall be Premier Polysteel 6' Park Bench with Backrest, Direct Bury.

4. Dog Waste Stations:

- a.) Dog Waste Stations shall be Dog-On-It Parks Complete Dog Waste Station.

5. Decorative Rock to be provided by Butala, Salida, Colorado or approved equivalent:

- a.) 3/4" Colorado Rose

Sheet Title: Site Plan
Scale: As Noted
Date: 3/17/25
Drawn By: EWB
File: 24.02 Park L Working.dwg
Job Number: 24.02

- ☐ Preliminary Drawing - Not For Construction.
- ☒ Design Development
- ☐ For Construction
- ☐ As Built

Revisions
Date: By:

Angelview Park Site Plan - Design Development
Angelview Neighborhood PD

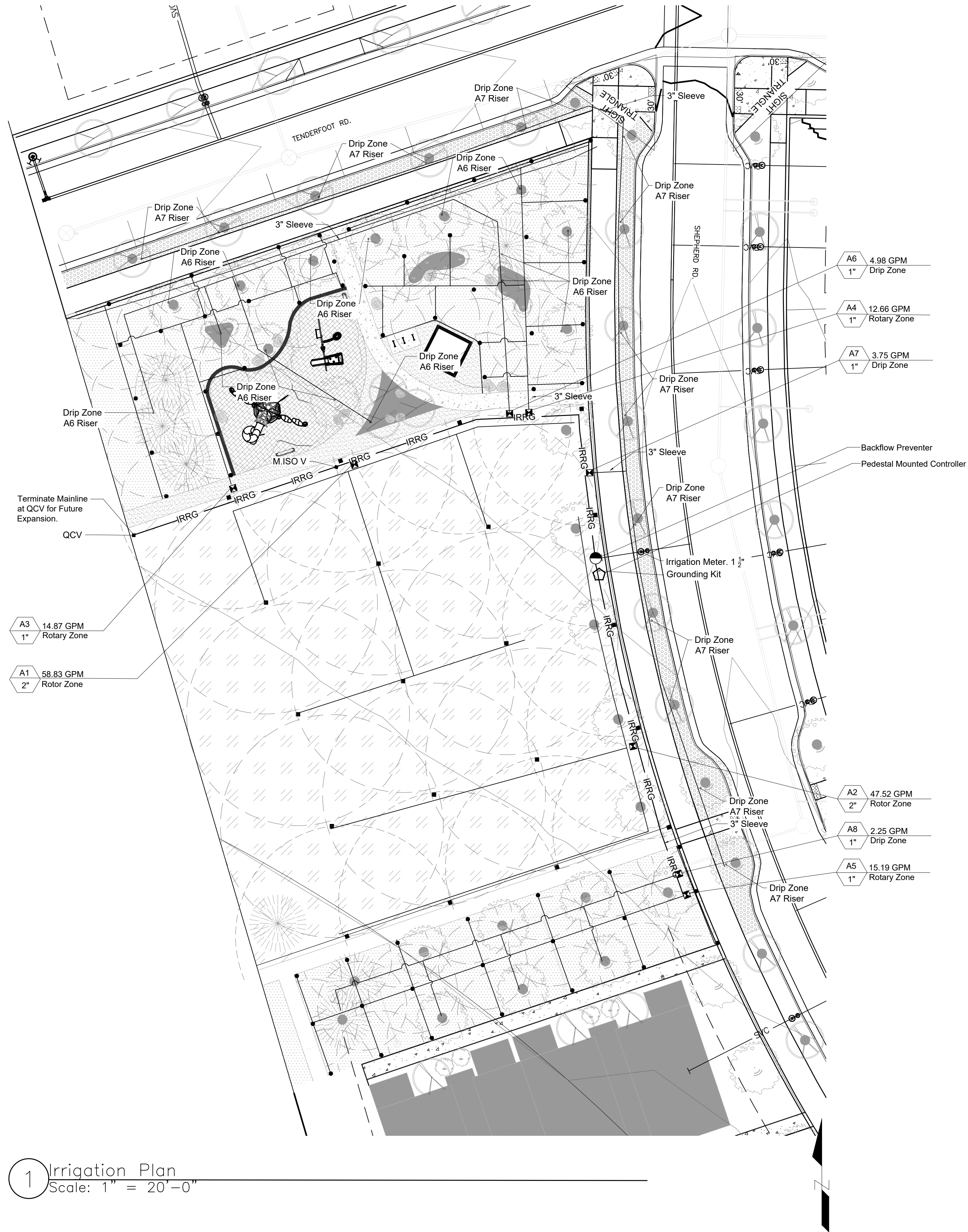
Salida, CO 81201



Mountain Aspect Landscape Architecture, LLC
125 J W 3rd Street Suite 3
Salida, CO 81201
719-242-4102
www.mountainaspect.com

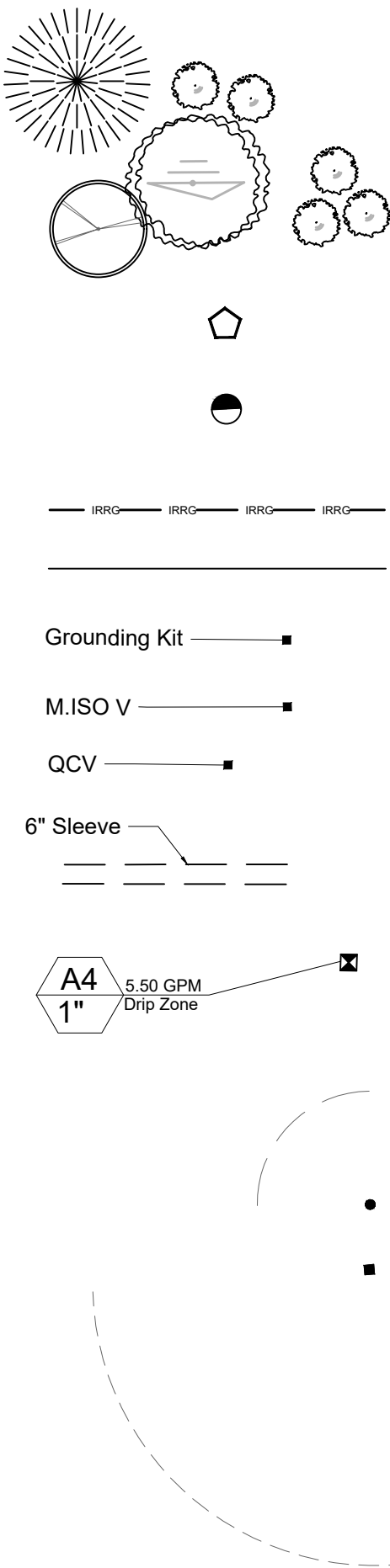
SHEET

L.1.20



Angelview Irrigation Schedule									
Valve	Model	Type	Size	Flow (GPM)	Run Time	Frequency	Gallons	Days Per Irrg Season	Total Gallons
					(Minutes)	(Days)	per cycle	(140 Days)	per season
1	Rainbird 200-PGA	Rotor - Turf	2"	58.83	75	75	3	4412.25	46.66666667
2	Rainbird 200-PGA	Rotor - Turf	2"	47.52	75	75	3	3564	46.66666667
3	Rainbird 100-PGA	Rotary - Native Seed	1"	14.87	30	30	5	446.1	28
4	Rainbird 100-PGA	Rotary - Native Seed	1"	12.66	30	30	5	379.8	28
5	Rainbird 100-PGA	Rotary - Native Seed	1"	15.19	30	30	5	455.7	28
Drip Control Zones									
6	Rainbird XCZ100PRBLC	Standard Drip Zone	1"	4.98	20	20	2	99.6	70
7	Rainbird XCZ100PRBLC	Standard Drip Zone	1"	3.75	20	20	2	75	70
8	Rainbird XCZ100PRBLC	Standard Drip Zone	1"	2.25	20	20	2	45	70
Controller: Rainbird ESP-LXME2 with LNK2 Wifi Module									
Spray Bodies: Rainbird 5004+ Turf									
Rainbird 1806 Native Seed									
Nozzles: Rainbird 5000-MPR-35 Turf									
Rainbird R-VAN14 Native Seed									
Annual Acre-Feet of Irrigation Use									
			1.299629889						

Legend



GENERAL NOTES:

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3. Contractor is responsible for repairing all site areas disturbed by construction outside of limit lines defined on drawings to a state better than or equal to those conditions existing prior to commencement of construction at no additional cost to owner.
4. Contractor is responsible for maintaining a complete, up-to-date set of drawings at the construction site at all times.

IRRIGATION NOTES:

1. Provide Rainbird ESP LXME2 Controller with LNK2 Wifi Module in a stainless steel enclosure. Follow manufacturers installation requirements.
2. Any splices to control wires shall be made only in an approved irrigation valve box with water-tight connectors.
5. Minimum PVC pipe size shall be 1". All mainline shall be 2" Sch. 40 PVC with Sch. 40 fittings. Any transition from metal pipe to PVC shall be made with a Sch. 80 fitting. Lateral zone pipe may be SDR 21 or CL 200, Sch. 40 fittings.
6. Run Paige Wire P7002D, 16 AWG or equivalent, leaving service loops at each valve box and stub-outs. Run wire below mainline in same trench. Run one spare wire for each run of mainline, and mark as 'spare' at each valve box and 10' intervals.
7. Standard drip zones are based on the following design criteria:
 - a. Trees shall receive 15 gph, using three (3) equally spaced 5 gph pressure-compensating emitters with PC Diffuser caps.
 - b. Shrubs shall receive 4 gph, using two (2) equally spaced 2 gph xeri-bug pressure compensating emitters.
 - c. Perennials and Ornamental Grasses shall receive 2 gph, using one (1) 2 gph xeri-bug pressure compensating emitter at the base of the stem or center of grass clump.
8. Location of irrigation components on drawings is approximate. Actual placement may vary slightly as required to achieve necessary coverage.
9. Not all sleeves are shown. Add sleeves under all concrete / rigid paving / retaining walls / boulder improvements.
10. Any piping or valves shown outside of the property line or landscaped areas is shown there for design clarity only. All piping and valves shall be installed on the property and within landscape areas.

1 Irrigation Plan
Scale: 1" = 20'-0"

Sheet Title: Irrigation Plan
Scale: As Noted
Date: 3/17/25
Drawn By: EWB
File: 24.02 Park L Working.dwg
Job Number: 24.02

☐ Preliminary Drawing - Not For Construction.
☒ Design Development
☐ For Construction
☐ As Built

Revisions
Date: By:

Angelview Park Irrigation Plan - Design Development

Angelview Neighborhood PD

Salida, CO 81201

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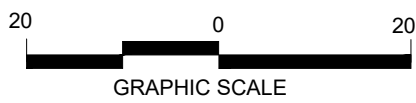
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1129 J W 3rd Street Suite 3
Salida, CO 81201
719-624-2162
www.mountainaspect.com

SHEET

L.3.20

DRAFT - Not for Construction

1 OVERALL PLANTING PLAN
Scale: 1" = 20'-0"



DRAFT - Not for Construction

Angelview Park Plant Schedule							
Key	Botanical Name	Common Name	Quantity	Size	Root	Spacing	Cultivars
Deciduous Trees							
CO	Celtis occidentalis	Common Hackberry	7	2"	B&B	As Shown	
GT	Gleditsia triacanthos	Common Honeylocust	1	2"	B&B	As Shown	'Imperial'
GD	Gymnocladus dioicus	Kentucky Coffeetree	6	2"	B&B	As Shown	'Espresso'
MR	Malus x. 'Radiant'	Radiant Crabapple	5	2"	Cont.	As Shown	'Radiant'
MS	Malus x. 'Spring Snow'	Spring Snow Crabapple	3	2"	Cont.	As Shown	'Spring Snow'
PN	Prunus cerasifera 'Newport'	Newport Plum	6	2"	Cont.	As Shown	'Newport'
QM	Quercus macrocarpa	Bur Oak	1	2"	B&B	As Shown	
TA	Tilia americana	American Linden	11	2"	B&B	As Shown	
Evergreen Trees							
PP	Picea pungens 'Glauca'	Colorado Blue Spruce	1	6-8'	B&B	As Shown	
PE	Pinus edulis	Pinon Pine	3	6-8'	B&B	As Shown	
PO	Pinus ponderosa	Ponderosa Pine	3	6-8'	B&B	As Shown	
Deciduous Shrubs							
Cm	Cercocarpus montanus	Mountain Mahogany	6	#3	Cont.	As Shown	
Ch	Chamaebatiaria millefolium	Fernbush	2	#5	Cont.	As Shown	
Pb	Prunus besseyi	Western Sand Cherry	3	#5	Cont.	As Shown	
Turf and Grasses							
1	Nature's Prairie Turf		20362	SF	Sod	As Shown	
As supplied by Turf Master Sod Farm, Fort Collins, CO (970) 493-8311							
Seed Mixes							
1	Pinon Juniper Meadow Mix		12200	SF	Seed	As Shown	
As supplied by Western Native Seeds, Coaldale, CO, 719-942-3935							

GENERAL NOTES:

- Base plan provided by Crabtree Group, Salida, CO. Contractor to field verify all existing conditions and measurements prior to beginning work. Any discrepancies between these contract documents and existing conditions shall be brought to the attention of the Landscape Architect immediately. Landscape Architect is not responsible for errors or omissions related to preparation or documentation of survey.
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- Contractor is responsible for repairing all site areas disturbed by construction outside of limit lines defined on drawings to a state better than or equal to those conditions existing prior to commencement of construction at no additional cost to owner.
- Contractor is responsible for maintaining a complete, up-to-date set of drawings at the construction site at all times.

SITE LAYOUT NOTES:

- Layout and verify dimensions prior to construction. Bring discrepancies to the attention of the Landscape Architect for clarification.

PLANTING NOTES:

- Contractor shall be responsible for becoming aware of all related existing conditions, pipes and structures, etc. prior to bidding and construction.
- See details for planting methods, requirements, materials, execution and protection.
- Plant names may be abbreviated on drawings. Refer to plant schedule and legend for symbols, common and botanical names, cultivars, sizes and other remarks.
- In the case of a discrepancy in the plant quantities between the plan drawings and the plant call outs, list or plant schedule, the number of plants or square footage of the planting bed actually drawn on the plan drawings shall be deemed correct and prevail.
- Plant Quality: Provide healthy stock, grown in a nursery and reasonably free of die-back, disease, insects, eggs, bores, and larvae. At the time of planting all plants shall have a root system, stem, and branch form that will not restrict normal growth, stability and health for the expected life of the plant. Trees shall have one central leader, unless otherwise specified. Root systems shall be reasonably free of stem girdling roots over the root collar or kinked roots from nursery production practices.
- Plants shall be handled so that roots are adequately protected at all times from drying out and from other injury. Plant materials shall be securely tarped during transportation to prevent wind burn. Protect root balls and containers of plants which cannot be planted within twelve (12) hours of delivery with soil or suitable material. Where possible, plant material should be stored in the shade. Keep all plants roots moist before, during and after planting operations. Plants shall be watered as soon as they arrive on the site, and shall be kept moist until planting operations.
- Contractor is responsible to 'restore' all areas of the site and adjacent areas, where disturbed, to a condition that meets or exceeds conditions prior to disturbance.
 - Improved Planting Mix (Soil Amendment): Planting pits shall be backfilled using an improved soil mix consisting of the following:
 - Eighty-five percent (85%) onsite soil.
 - Fifteen percent (15%) approved organic compost
 - Root Stimulator:
 - All installed plant material, transplanted or new, shall receive root stimulator applied in concentrations recommended by manufacturer, with the initial watering. Root Stimulator shall meet the following guaranteed analysis:
 - Total Nitrogen.....4%
 - Available Phosphate.....10%
 - Soluble Potash.....3%
 - Mulch:
 - Cedar Mulch: Four (4) inch depth shredded cedar mulch or equal cedar mulch; free from noxious weed seed and all foreign material harmful plant life.
 - Rock Mulch: Three (3) inch depth as specified on plans.
 - Organic Compost: Compost shall have the following characteristics:
 - pH Range: 5.5 - 8.0.
 - Moisture Content: 35% - 55%.
 - Particle Size: Pass through 1-inch screen or smaller.
 - Stability: Stable to highly stable, providing nutrients for plant growth.
 - Maturity/Growth Screening: Demonstrate ability to enhance plant growth.
 - Soluble Salt Concentrations: 2.5 dS (mmhos/cm) or less preferred.
 - Organic Matter Content: 30% - 70%.
 - Suggested Source: Elements Mountain Compost, Salida, CO www.elementscompost.com

Sheet Title: Planting Plan
Scale: As Noted
Date: 3/17/25
Drawn By: EWB
File: 24.02 Park L Working.dwg
Job Number: 24.02

☐ Preliminary Drawing - Not For Construction.
☒ Design Development
☐ For Construction
☐ As Built

Revisions
Date: By:

Angelview Park Planting Plan - Design Development
Angelview Neighborhood PD
Salida, CO 81201

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129 J W 3rd Street Suite 3
Salida, CO 81201
719-624-7122
www.mountainaspect.com

SHEET

L.4.20

Sheet Title: Site Details
Scale: As Noted
Date: 3/17/25
Drawn By: EWB
File: 24.02 Park L Working.dwg
Job Number: 24.02

☐ Preliminary Drawing - Not
For Construction.

☒ Design Development

☐ For Construction

☐ As Built

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Angelview Neighborhood PD

Salida, CO 81201

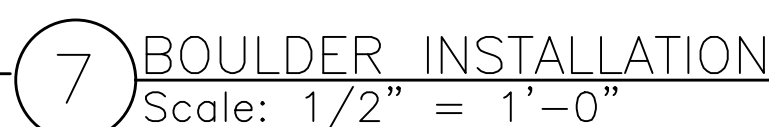
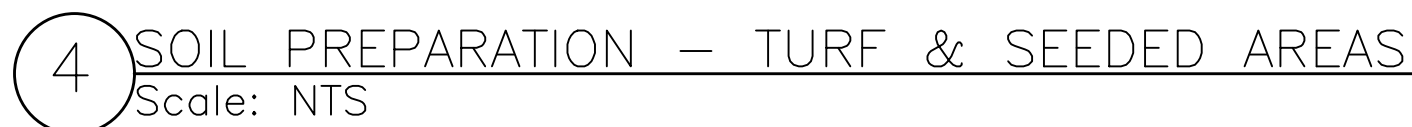
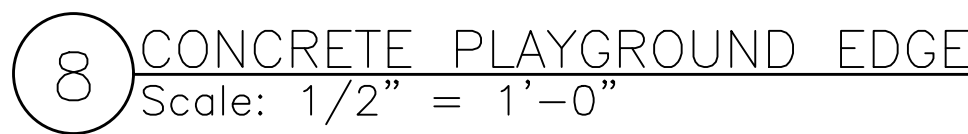
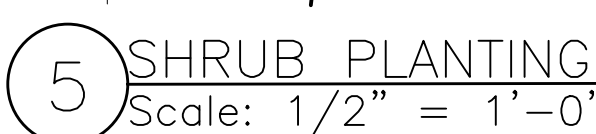
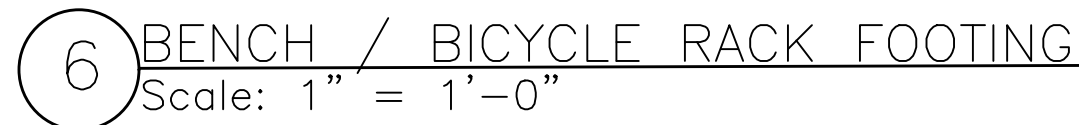
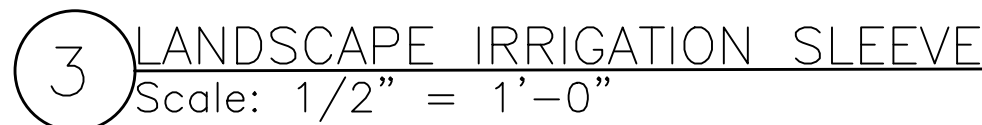
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129 3 1/2 W 3rd Street Suite 3
Salida, CO 81201
719-424-2162
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129 $\frac{1}{2}$ W 3rd Street Suite 3
Salida, CO 81201
719-824-2162
www.mountainaspect.com

SHEET

5.00



Sheet Title: Site Details
Scale: As Noted
Date: 3/17/25
Drawn By: EWB
File: 24.02 Park L Working.dwg
Job Number: 24.02

☐ Preliminary Drawing - Not For Construction.

☒ Design Development

☐ For Construction

☐ As Built

Revisions	By:
Date:	

Irrigation Details - Design Development

Angelview Neighborhood PD

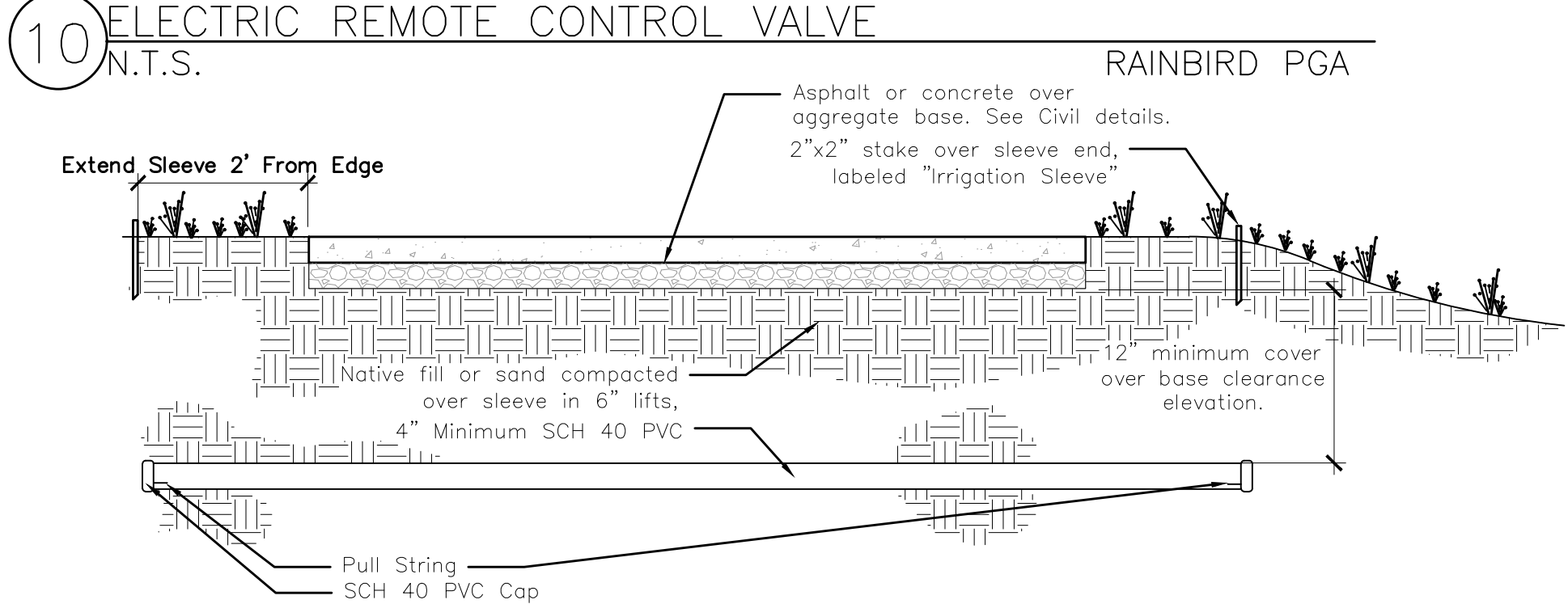
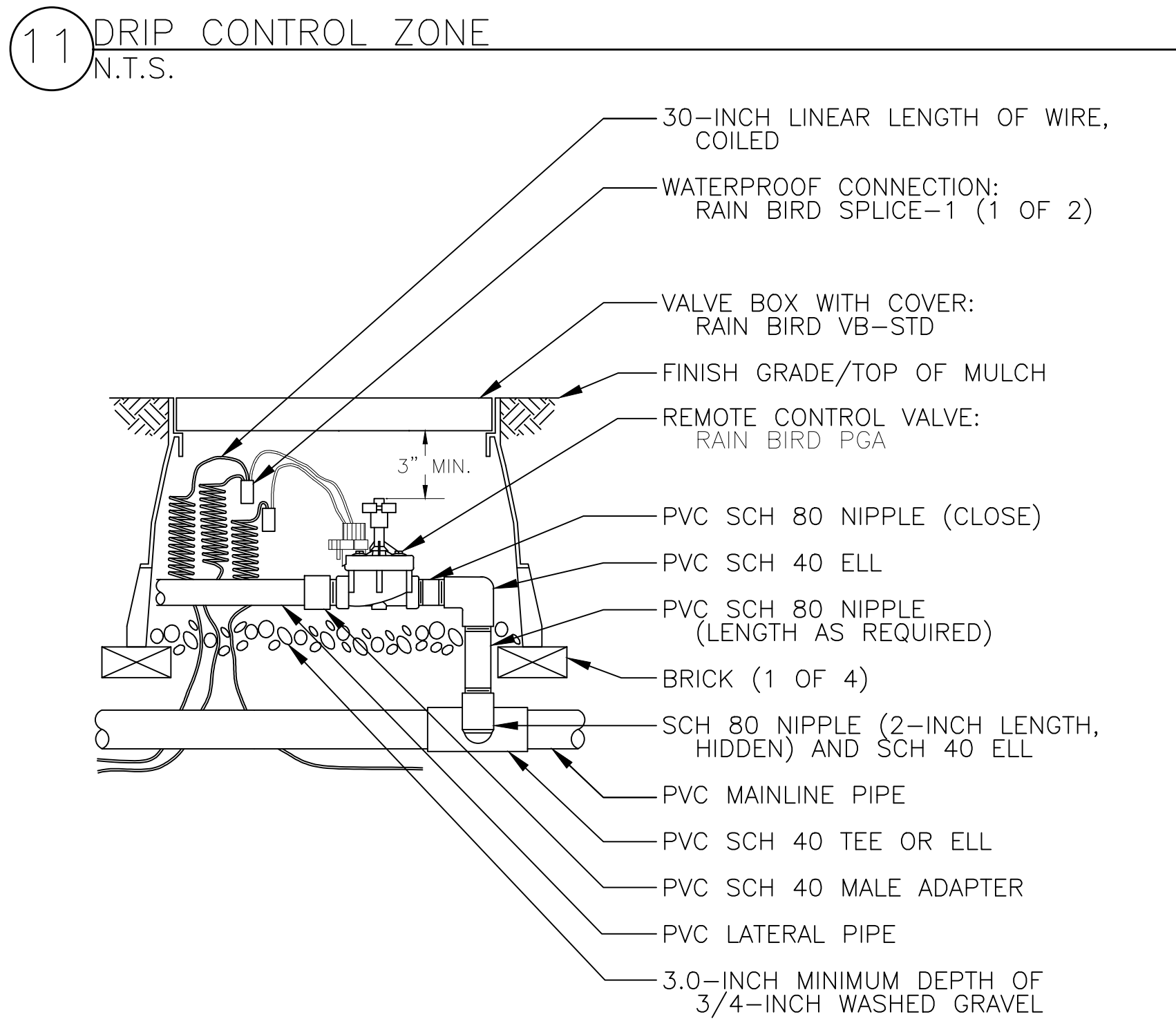
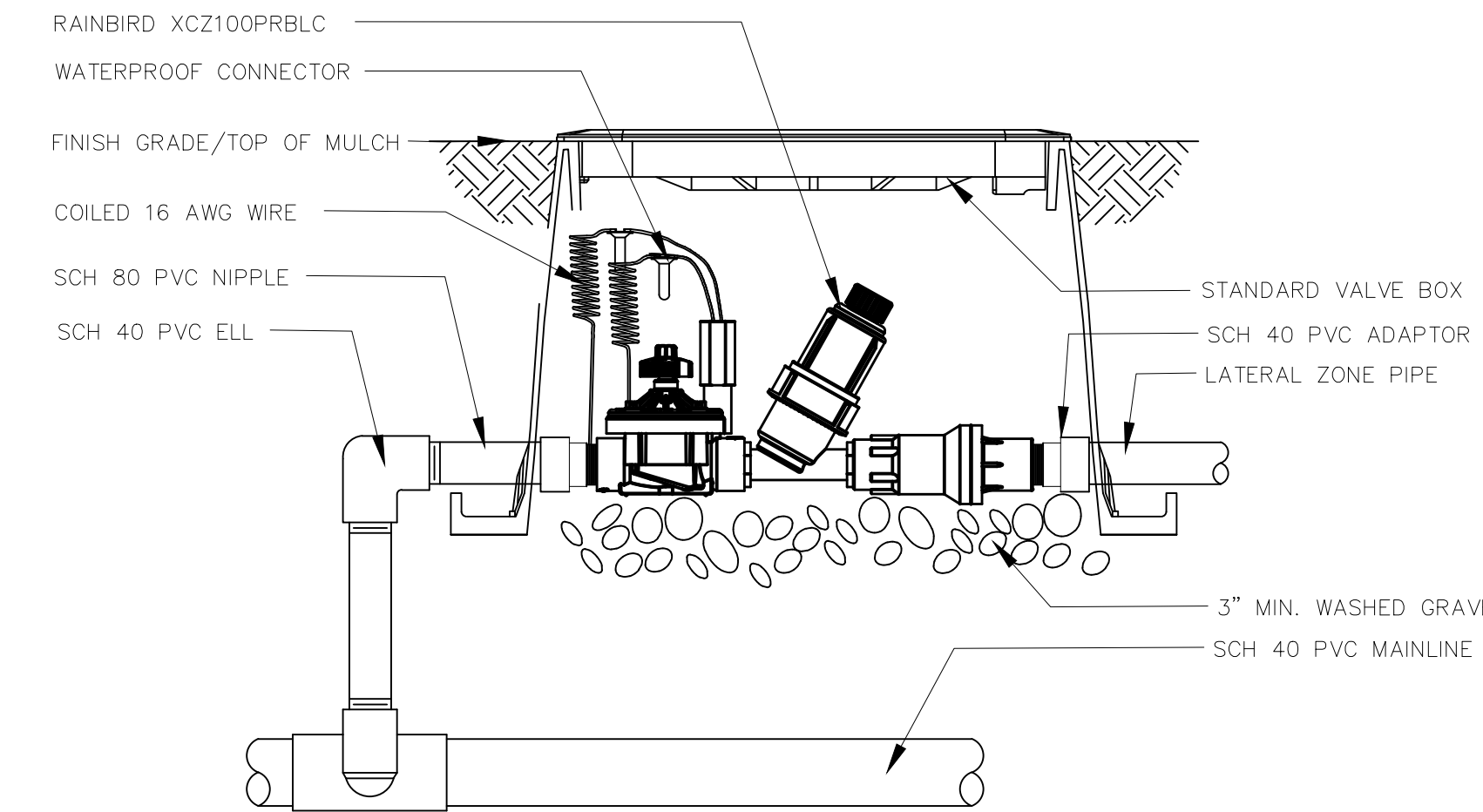
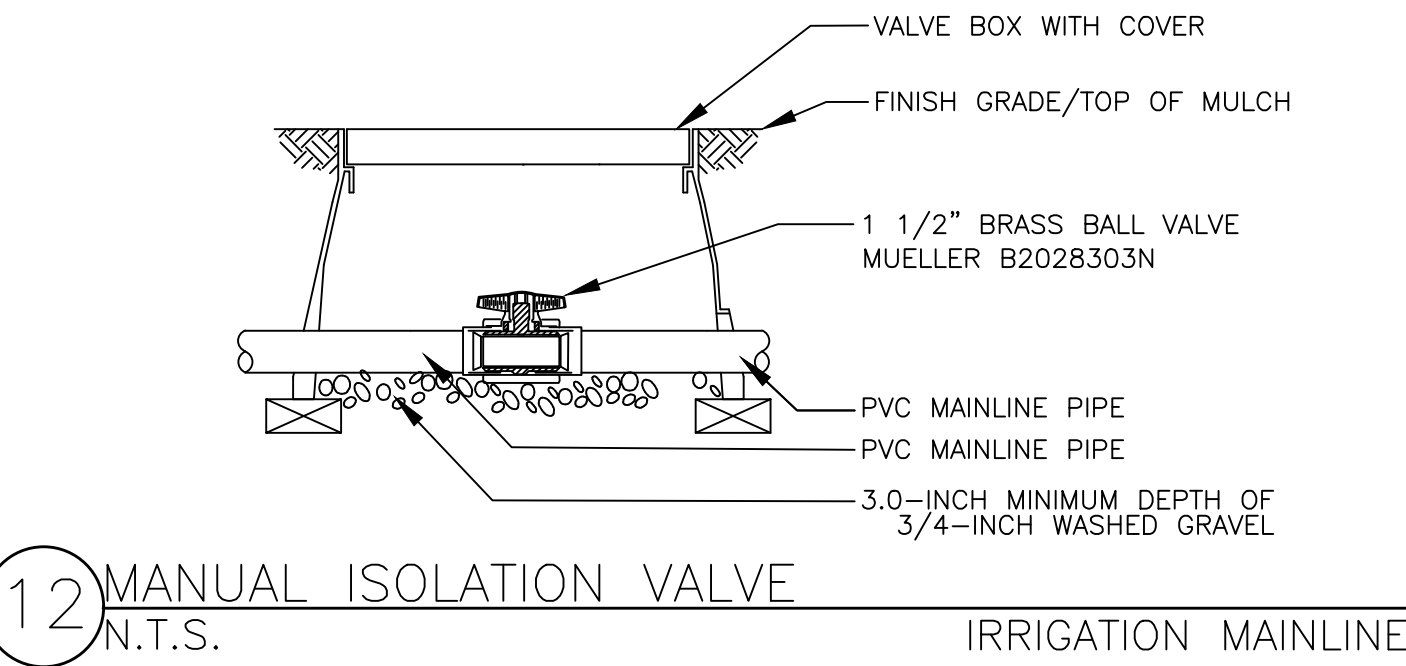
Salida, CO 81201

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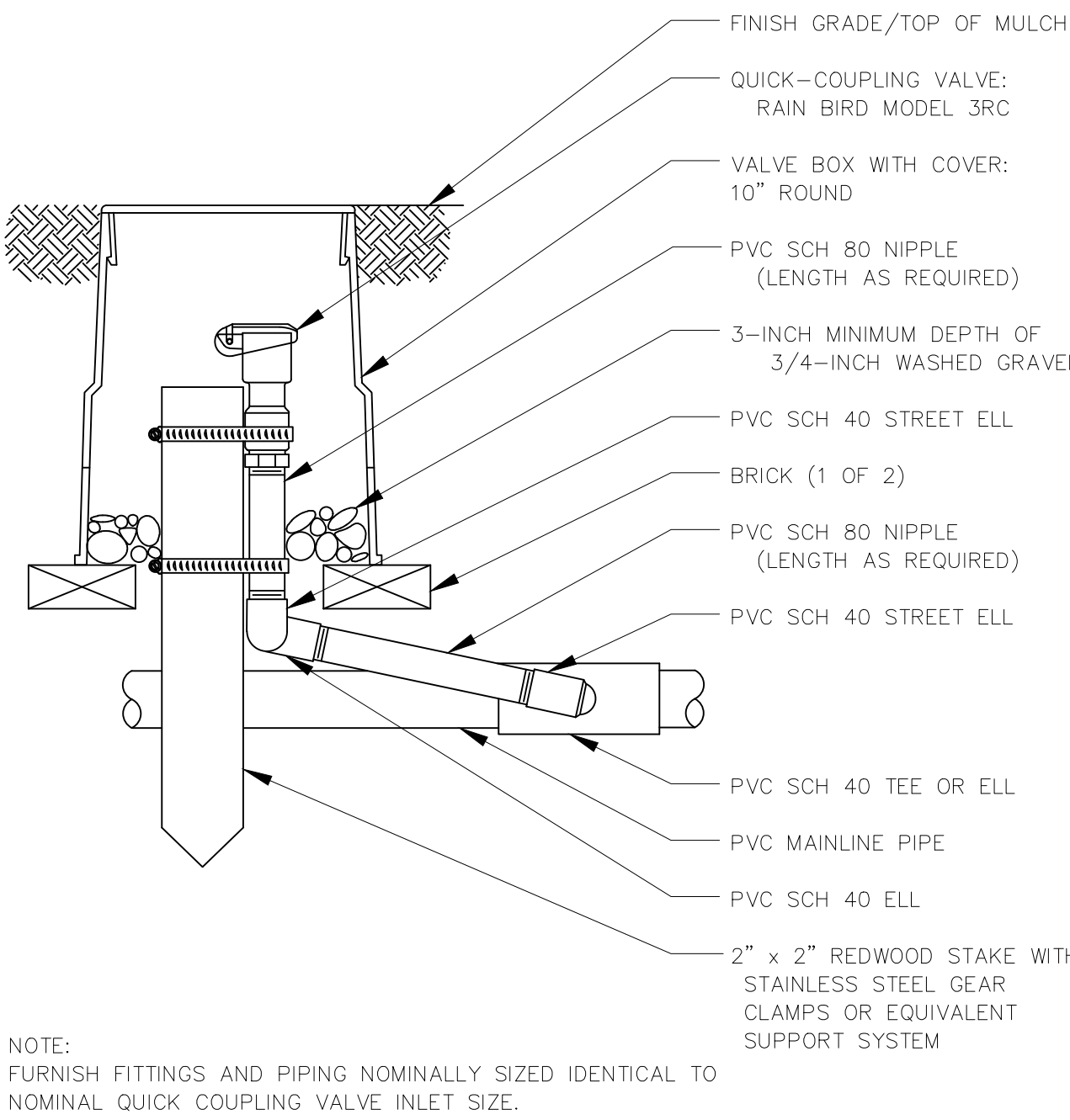
Mountain Aspect Landscape Architecture, LLC
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SHEET

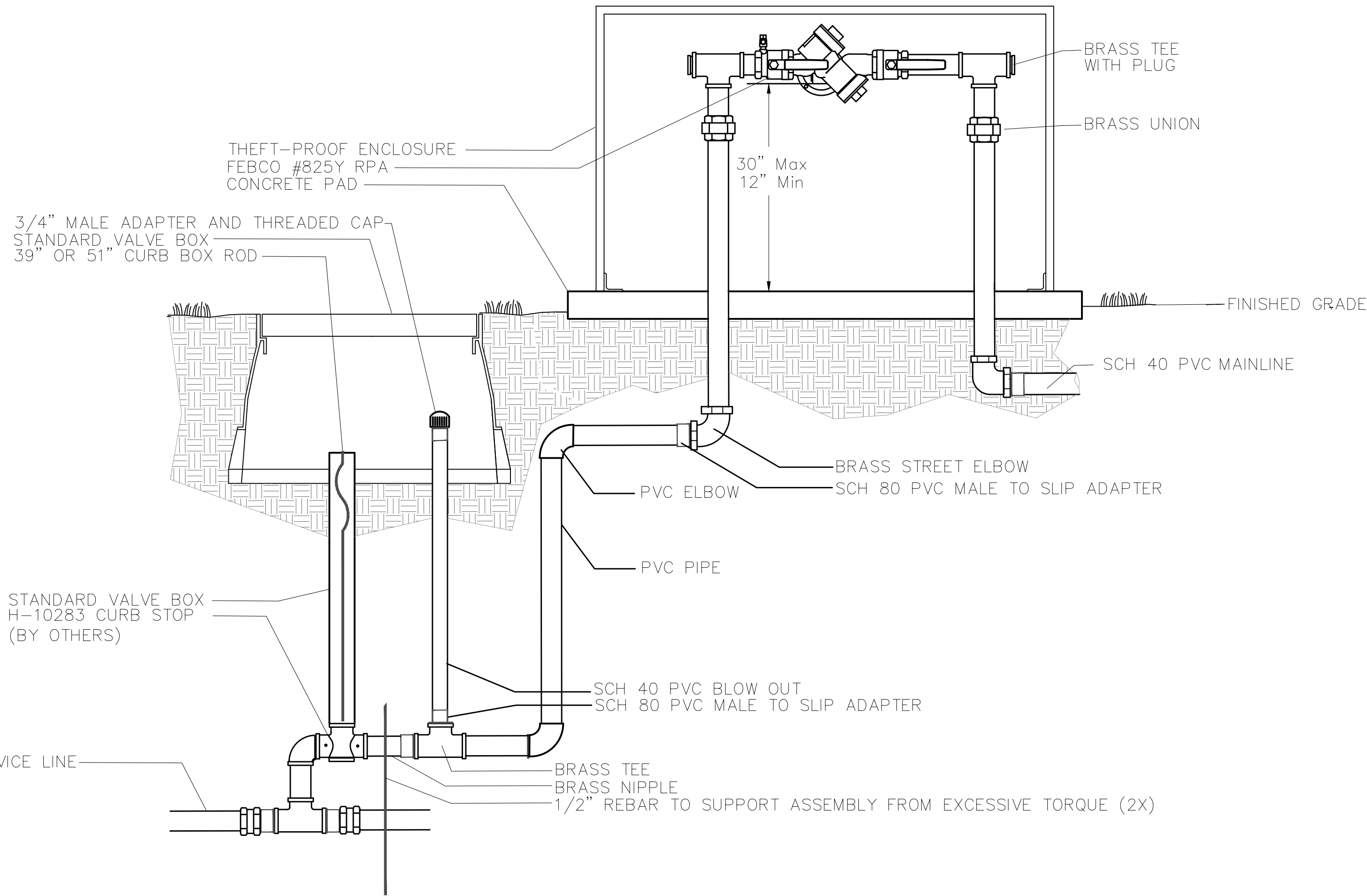
L.5.10



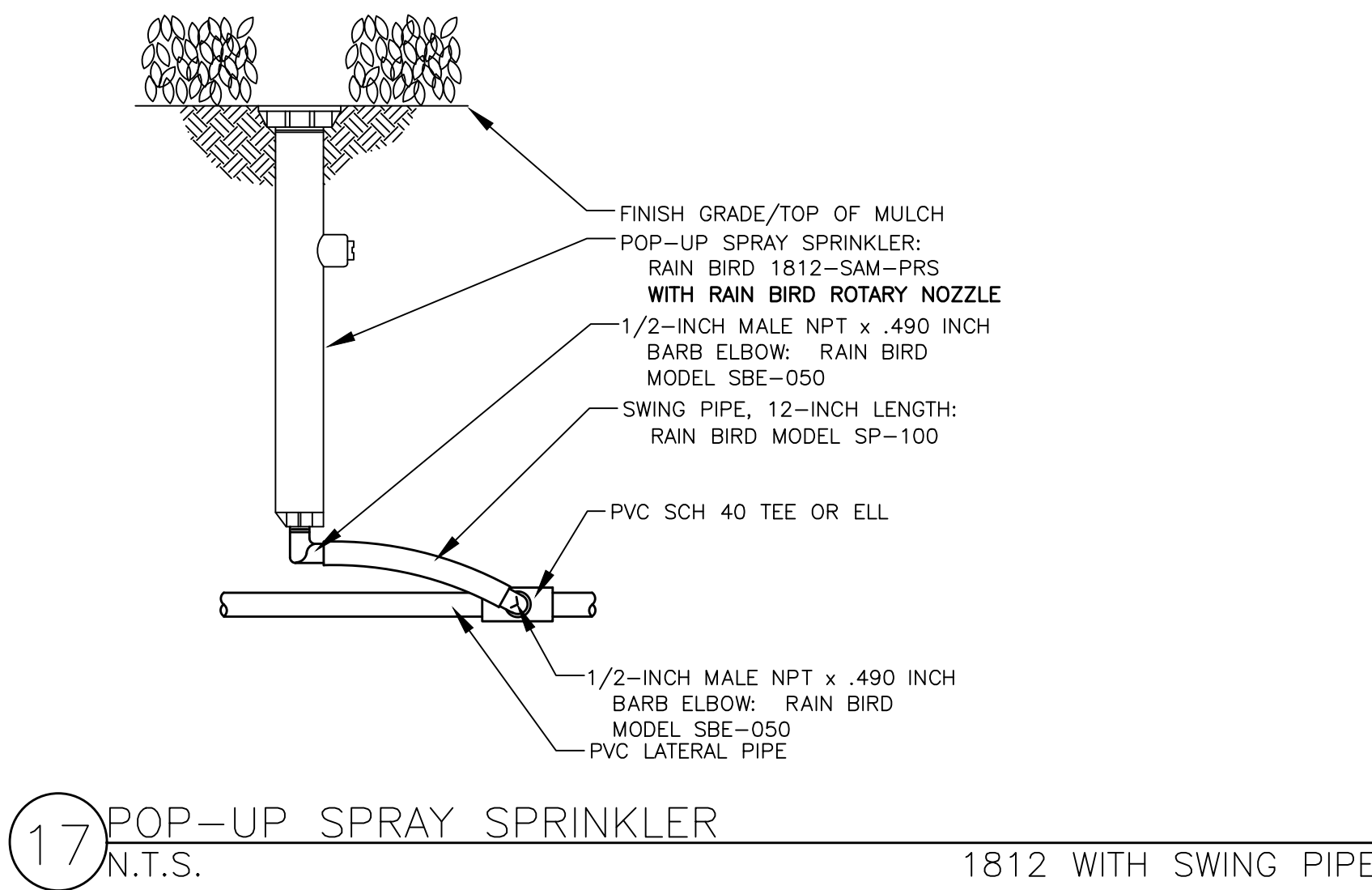
9 LANDSCAPE IRRIGATION SLEEVE
Scale: 1/2" = 1'-0"



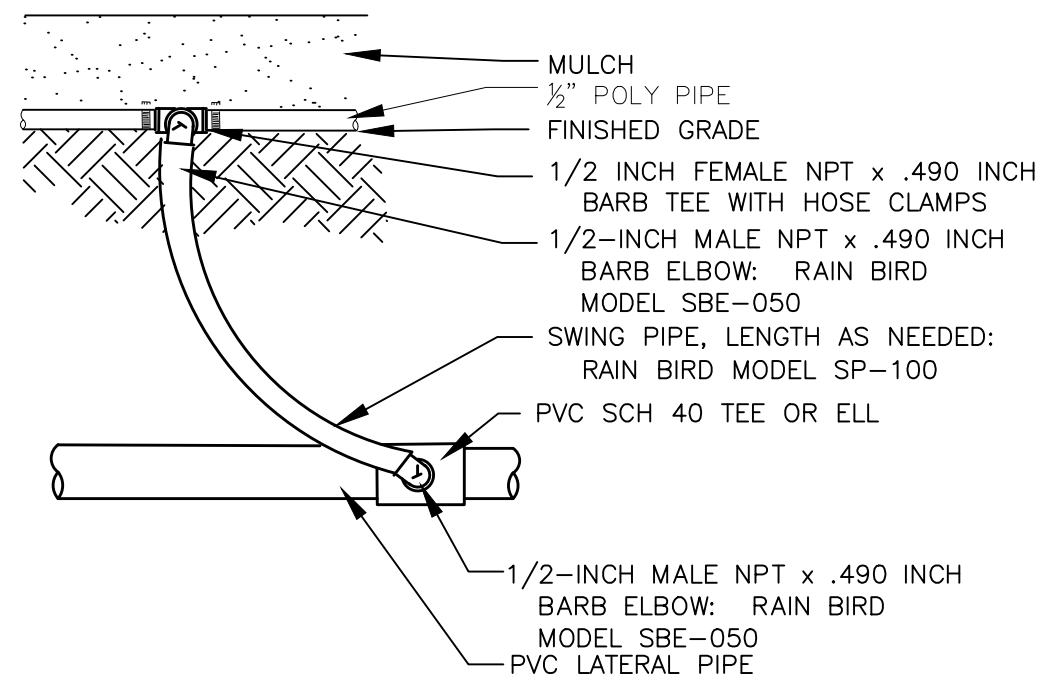
14 QUICK COUPLING VALVE
N.T.S.



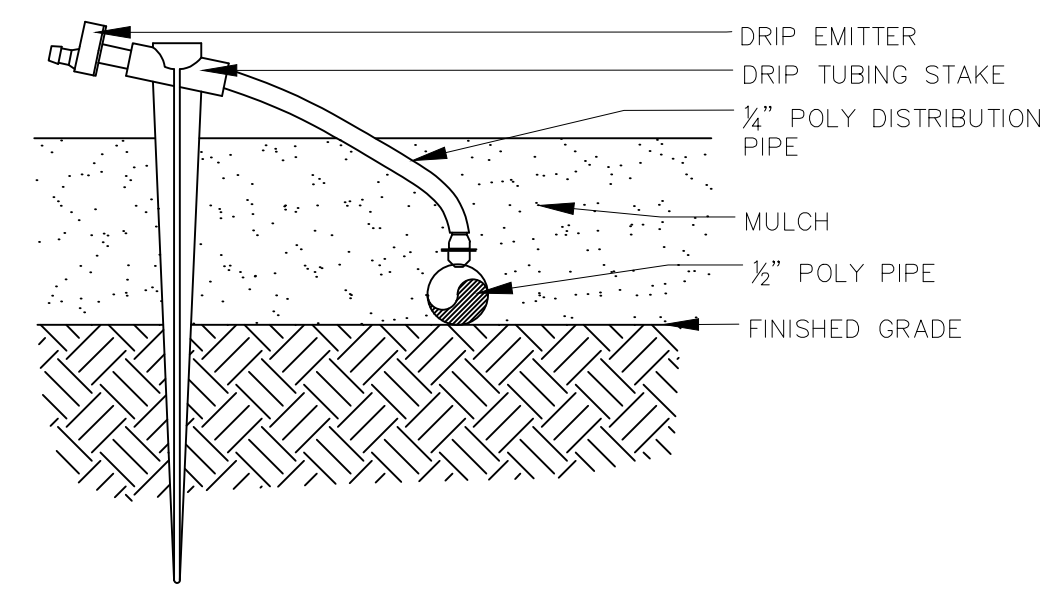
13 TYPICAL RPA INSTALLATION
N.T.S.



17 POP-UP SPRAY SPRINKLER
N.T.S.



16 DRIP RISER
N.T.S.



15 DRIP EMITTER INSTALLATION
N.T.S.

ANGELVIEW PARK PRELIMINARY COST ESTIMATE					
	ITEM DESCRIPTION (incl freight/del all items)	QTY	UNIT	UNIT COST	TOTAL
1b	Playstructure 2-5	1	EA	\$20,000.00	\$20,000.00
	Installation			\$8,000.00	\$8,000.00
1b	Playstructure 5-12	1	EA	\$40,000.00	\$40,000.00
	Installation			\$16,000.00	\$16,000.00
2	Eng. wood fiber surfacing (for both above) *		LS	\$6,000.00	\$6,000.00
	Installation			\$2,500.00	\$2,500.00
3	Benches (exp metal)	2	EA	\$1,500.00	\$3,000.00
4	Picnic shelter 10 x 12	1	EA	\$25,000.00	\$25,000.00
5	Installation (structure only)		LS	\$7,500.00	\$7,500.00
6	Picnic tables (1 ADA)	2	EA	\$2,500.00	\$5,000.00
	Installation			\$625.00	\$1,250.00
7	Pet waste stations	2	EA	\$300.00	\$600.00
8	Park sign	1	EA	\$1,000.00	\$1,000.00
9	Grading, topsoil, sod	3920	SYD	\$15.00	\$58,800.00
10	Trees (along sidewalks, around play area per plan)	30	EA	\$450.00	\$13,500.00
11	Irrigation	1	LS	\$15,000.00	\$15,000.00
12	ADA concrete sidewalk and picnic slab	2420	SF	\$8.00	\$19,360.00
	Subtotal				\$242,510.00
13	Design & engineering (5%)	1	LS	\$12,125.50	\$12,125.50
14	Mobilization & overhead (10%)	1	LS	\$24,251.00	\$24,251.00
	TOTAL				\$278,886.50

EXHIBIT I
OPEN RECORDS POLICY

Fee Schedule

Charges must be paid before service is provided.

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

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

The first hour of research and retrieval service is free.

Cost per hour for research, retrieval and related services after the first hour: \$33.58

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

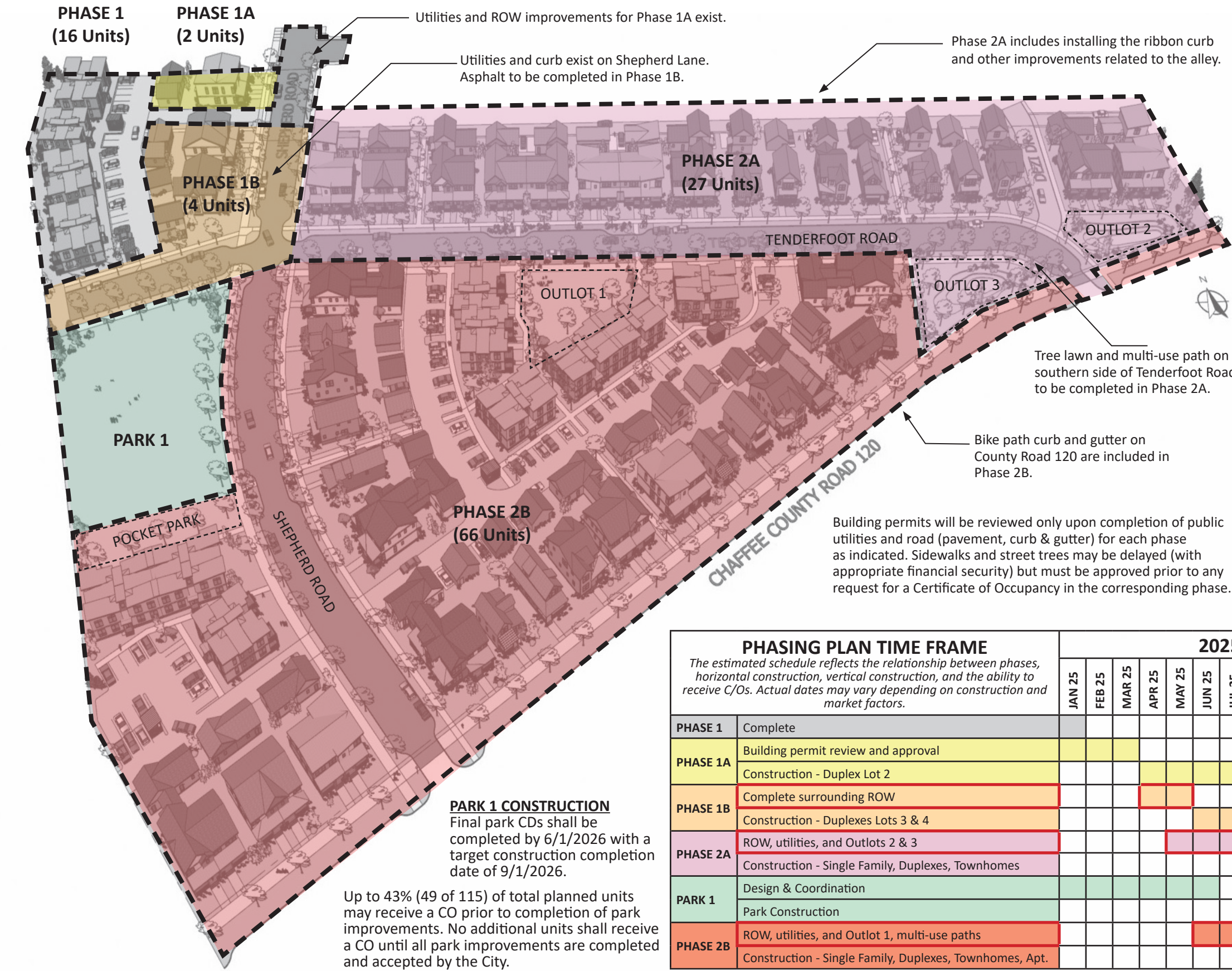
The Department responsible for the record shall provide it to the Clerk so that the Clerk's office may make an appointment with the applicant for inspection within the time frame required.

Engineers Opinion of Probable Cost

Angleview PD

Project #19032

Owner:		Date:		4/3/2025	
Item #	Description	Unit	Estimated Qty	Total Unit Cost	Total
Streets					
1	Furnish & Install 6"X30" Curb & Gutter	l.f.	3,703	\$ 26.00	\$ 96,278.00
2	Furnish & Install 3" AC Paving over 6" Class 6	s.y.	7,481	\$ 18.00	\$ 134,658.00
3	Furnish & Install 4" Thick Concrete Sidewalk over	s.y.	2,750	\$ 50.00	\$ 137,500.00
4	Furnish & Install 6' Wide Concrete Crossspan	l.f.	60	\$ 40.00	\$ 2,400.00
5	Furnish & Install Type 1 Driveway	s.y.	147	\$ 60.00	\$ 8,820.00
6	Furnish & Install Type 2 ADA Ramp	ea.	7	\$ 3,000.00	\$ 21,000.00
7	Furnish & Install R1-1 "Stop" Sign with 2 D3-1	ea.	5	\$ 500.00	\$ 2,500.00
8	Furnish & Install 6"X18" Curb & Gutter	l.f.	346	\$ 22.00	\$ 7,612.00
9	Furnish & Install W11-2 Pedestrian Symbol Sign	ea.	5	\$ 500.00	\$ 2,500.00
10	Furnish & Install Greenshine NSB Series Single	ea.	2	\$ 6,000.00	\$ 12,000.00
11	Furnish & Install Type 1 ADA Ramp	ea.	4	\$ 2,000.00	\$ 8,000.00
12	Furnish & Install Curb Terminus	ea.	6	\$ 100.00	\$ 600.00
Sub-Total					\$ 433,868.00
Sewer					
13	Conect to Existing 8" PVC Sewer Main	ea.	2	\$ 500.00	\$ 1,000.00
14	Furnish & Install 8" PVC Sewer Main	l.f.	2,340	\$ 50.00	\$ 117,000.00
15	Furnish & Install 4' Diameter Sewer Manhole	ea.	14	\$ 3,700.00	\$ 51,800.00
16	Furnish & Install 4" Sewer Service Tap	ea.	66	\$ 2,500.00	\$ 165,000.00
Sub-Total					\$ 334,800.00
Water					
17	Connect to Existing 8" Water Main	ea.	3	\$ 1,500.00	\$ 4,500.00
18	Furnish & Install 8" Water Main	l.f.	2,433	\$ 50.00	\$ 121,650.00
19	Furnish & Install 8" Gate Valve	ea.	9	\$ 2,000.00	\$ 18,000.00
20	Furnish & Install Water Service Tap. Includes	ea.	65	\$ 1,500.00	\$ 97,500.00
21	Furnish & Install 6" Fire-Hydrant Assembly	ea.	3	\$ 4,000.00	\$ 12,000.00
22	Furnish & Install 8" Tee	ea.	3	\$ 700.00	\$ 2,100.00
23	Furnish & Install 8" Deflection Coupling	ea.	2	\$ 700.00	\$ 1,400.00
24	Furnish & Install 8" Plug	ea.	1	\$ 400.00	\$ 400.00
25	Furnish & Install 8" Tee in Existing Water Main	ea.	1	\$ 2,500.00	\$ 2,500.00
26	Furnish & Install 8" Check Valve in 4' conc.	ea.	1	\$ 5,500.00	\$ 5,500.00
27	Furnish & Install 8"X22.5° Bend	ea.	1	\$ 700.00	\$ 700.00
28	Furnish & Install 8"x11.25° Bend	ea.	2	\$ 700.00	\$ 1,400.00
29	Furnish & Install 8"x45° Bend	ea.	2	\$ 700.00	\$ 1,400.00
30	Furnish & Install Irrigation Tap. Includes Meter	ea.	1	\$ 1,500.00	\$ 1,500.00
Sub-Total					\$ 270,550.00
Storm					
31	Furnish & Install Curb Inlet	ea.	2	\$ 3,500.00	\$ 7,000.00
32	Furnish & Install 18" Storm Pipe	l.f.	483	\$ 35.00	\$ 16,905.00
33	Furnish & Install 24" Dia. Nyloplast Drain Basin	ea.	2	\$ 2,000.00	\$ 4,000.00
Sub-Total					\$ 27,905.00
Parkway Landscaping					
34	Furnish & Install Drought-Tolerant Tree @ 50' O/C	ea.	76	\$ 450.00	\$ 34,200.00
35	Furnish & Install Native Seed Ground Covering	s.y.	2,103	\$ 2.00	\$ 4,206.00
Sub-Total					\$ 38,406.00
Opinion of Probable Cost				\$	1,105,529.00



- PHASE 1 EXISTING**
 - 16 units complete
 - Shepherd Road infrastructure installed for Phase 1A & 1B
 - Pavement installed for Phase 1A
- PHASE 1A - LOT 2 (Utilities & ROW Complete)**
 - Duplex building permit for Lot 2 - ASAP
 - Start construction for Lot 2 - 4/1/25
 - Certificate of Occupancy for Lot 2 - 12/1/25
- PHASE 1B - LOTS 3-4 (Utilities & Curb Complete)**
 - Complete surrounding ROW - 4/15/25
 - Start duplex construction for Lots 3 & 4 - 6/1/25
 - Certificate of Occupancy for Lots 3 & 4 - 2/1/26
- PHASE 2A - LOTS 5-12, OUTLOTS 2 & 3**
 - Notice to proceed - 3/1/25
 - ROW, utilities, and Outlots 2 & 3 complete - 11/15/25
 - Ability to pull building permits and sell lots - 11/15/25
 - First structures complete - 12/1/26
- PARK 1**
 - Start construction - 6/1/26
 - Complete - 9/1/26
- PHASE 2B - LOTS 20-42, OUTLOT 1**
 - Includes bike path, curb and gutter on County Road 120 & southern side of Tenderfoot Road
 - ROW, utilities, and Outlot 1 and multi-use paths complete - 6/1/26
 - Ability to pull building permits and sell lots - 6/1/26

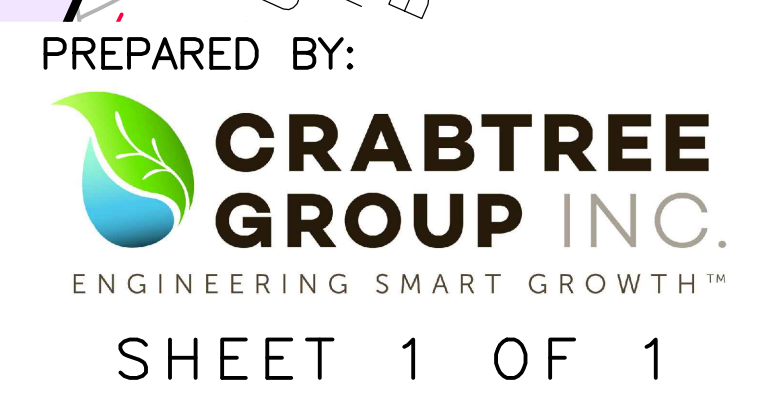
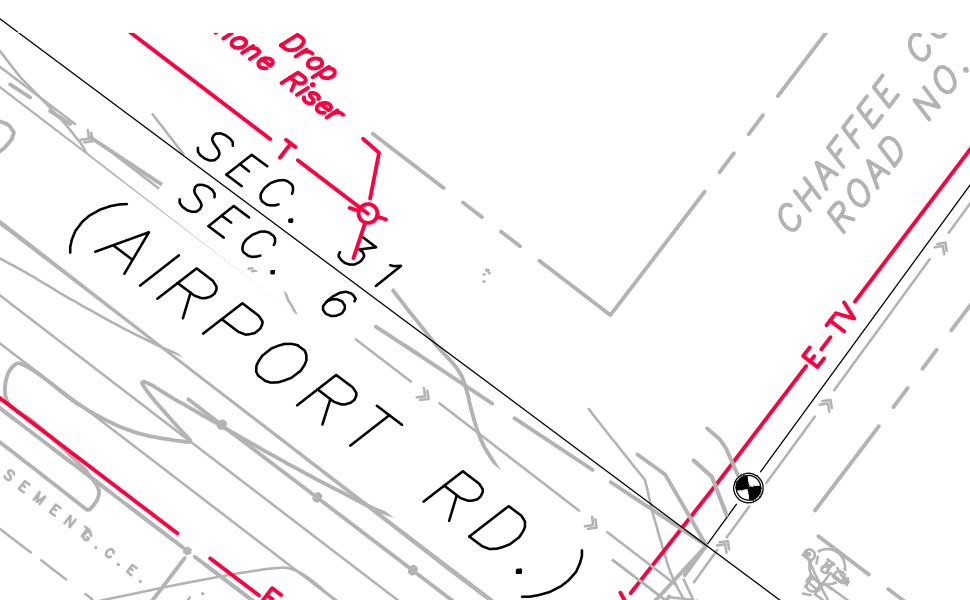
Up to 49 units receive C/O Units 50-115 may receive C/O

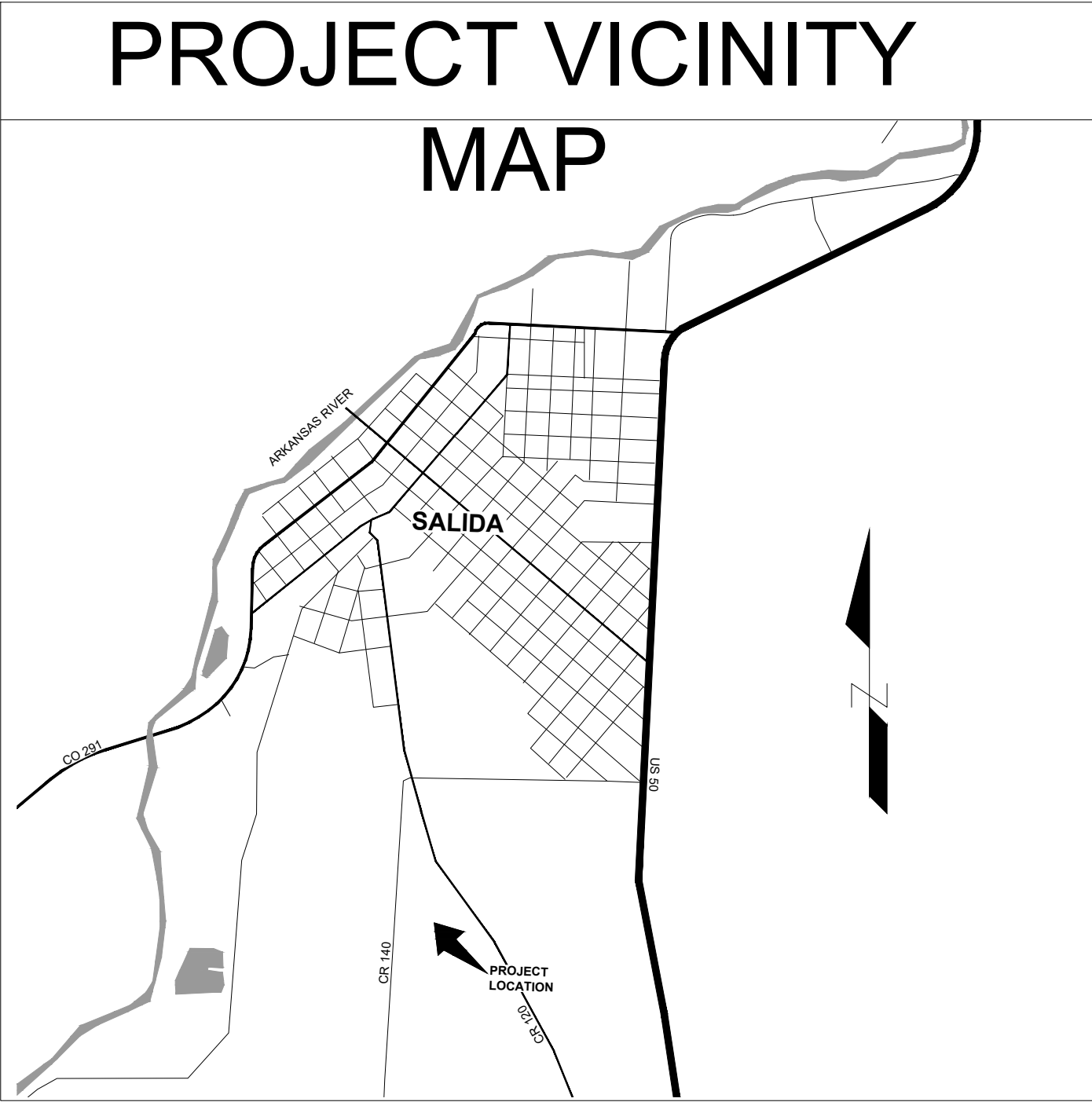
PHASING PLAN TIME FRAME <i>The estimated schedule reflects the relationship between phases, horizontal construction, vertical construction, and the ability to receive C/Os. Actual dates may vary depending on construction and market factors.</i>		2025												2026											
		JAN 25	FEB 25	MAR 25	APR 25	MAY 25	JUN 25	JUL 25	AUG 25	SEPT 25	OCT 25	NOV 25	DEC 25	JAN 26	FEB 26	MAR 26	APR 26	MAY 26	JUN 26	JUL 26	AUG 26	SEPT 26	OCT 26	NOV 26	DEC 26
PHASE 1	Complete																								
PHASE 1A	Building permit review and approval																								
	Construction - Duplex Lot 2																								
PHASE 1B	Complete surrounding ROW																								
	Construction - Duplexes Lots 3 & 4																								
PHASE 2A	ROW, utilities, and Outlots 2 & 3																								
	Construction - Single Family, Duplexes, Townhomes																								
PARK 1	Design & Coordination																								
	Park Construction																								
PHASE 2B	ROW, utilities, and Outlot 1, multi-use paths																								
	Construction - Single Family, Duplexes, Townhomes, Apt.																								

KEY: Horizontal Construction Upon completion of Park 1, units 50-115 may receive C/O.



- ACCESS & UTILITY EASEMENT**
 - Ownership: Master HOA Angelview X shared with Angelview 1
 - Maintenance: Master HOA Angelview X shared with Angelview 1
 - Use: Public
- HOA 1, HOA 2, HOA 4, HOA 5 PEDESTRIAN CONNECTIONS**
 - Ownership: Master HOA Angelview X
 - Maintenance: Master HOA Angelview X
 - Use: Public
- HOA 3 (DEZI DR) VEHICULAR CONNECTION**
 - Ownership: Master HOA Angelview X
 - Maintenance: Master HOA Angelview X
 - Use: Public
- OUTLOT 2, OUTLOT 3 DETENTION BASIN**
 - Ownership: Master HOA Angelview X
 - Maintenance: Master HOA Angelview X
 - Use: Master HOA Angelview X
- LOT 1 MULTI-FAMILY APARTMENTS**
 - Ownership: Lot 1 Sub-HOA
 - Maintenance: Lot 1 Sub-HOA
 - Use: Lot 1 Sub-HOA
- LOT 21**
 - Ownership: Lot 21 Sub-HOA
 - Maintenance: Lot 21 Sub-HOA
 - Use: Lot 21 Sub-HOA
- OUTLOT 1**
 - Ownership: Lot 21 Sub-HOA
 - Maintenance: Master HOA Angelview X
 - Use: Master HOA Angelview X
- LOT 28**
 - Ownership: Lot 28 Sub-HOA
 - Maintenance: Lot 28 Sub-HOA
 - Use: Lot 28 Sub-HOA
- LOT 28 OPEN SPACE**
 - Ownership: Lot 28 Sub-HOA
 - Maintenance: City of Salida
 - Use: Public
- PARK 1**
 - Ownership: City of Salida
 - Maintenance: City of Salida
 - Use: Public
- ACCESS & UTILITY EASEMENT**
 - Ownership: Adjacent Lots: Lot 1, Duplex and Single Family
 - Maintenance: Master HOA Angelview X
 - Use: Public
- PUBLIC RIGHT-OF-WAY**
 - Ownership: City of Salida
 - Maintenance: City of Salida
 - Use: Public





PROJECT DESCRIPTION

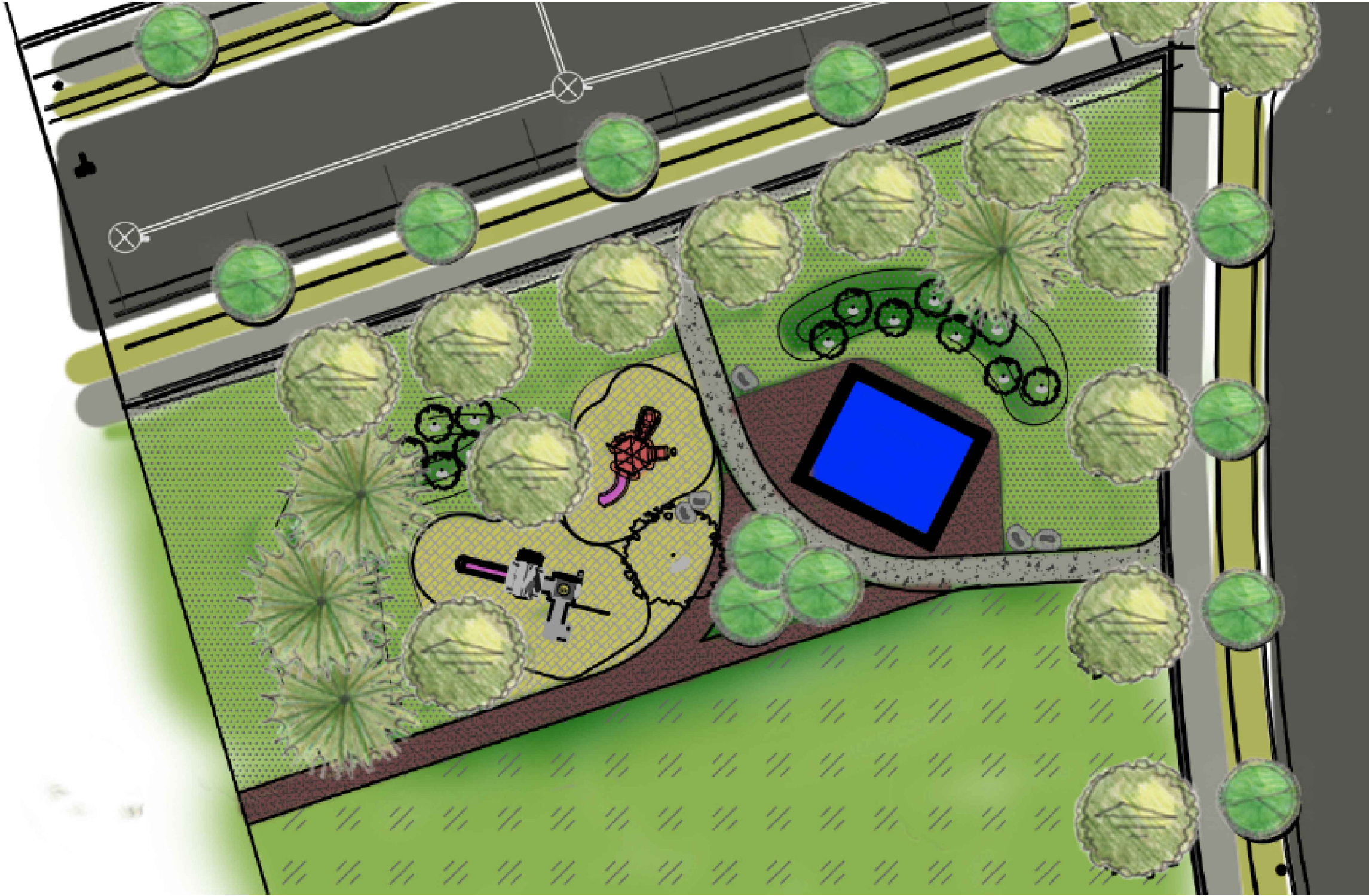
Angelview Park is proposed to be an improved .72 acre Pocket Park dedicated to the City of Salida. Proposed improvements include two play structures, one for children 2-5 years old and one for children 5-12 years old. A 10'x10' pavilion will be included, as well as two City standard dog waste stations, two City Standard trash/recycling bins, and two benches.

Plant material chosen for the site is largely native, and is well suited to the high desert environment of the City and region. All tree species chosen for the site can be found on the City of Salida Tree Boards suggested species list. Irrigation will be a combination of matched precipitation rotators, sprays and drip irrigation.

HARDER DIESSLIN HOLDINGS, LLC
SALIDA, COLORADO

Angelview Park
Landscape Construction Documents
Design Development Set

ISSUED: March 17, 2025



SHEET INDEX

Landscape Drawings:

L.0.00 - Project Cover Sheet	•					
L.1.20 - Angelview Park Overall Site Plan	•					
L.3.20 - Angelview Park Irrigation Plan	•					
L.4.20 - Angelview Park Planting Plan	•					
L.5.00 - Site Details	•					
L.5.10 - Irrigation Details	•					
	•					

Design Development Set - 3/17/25

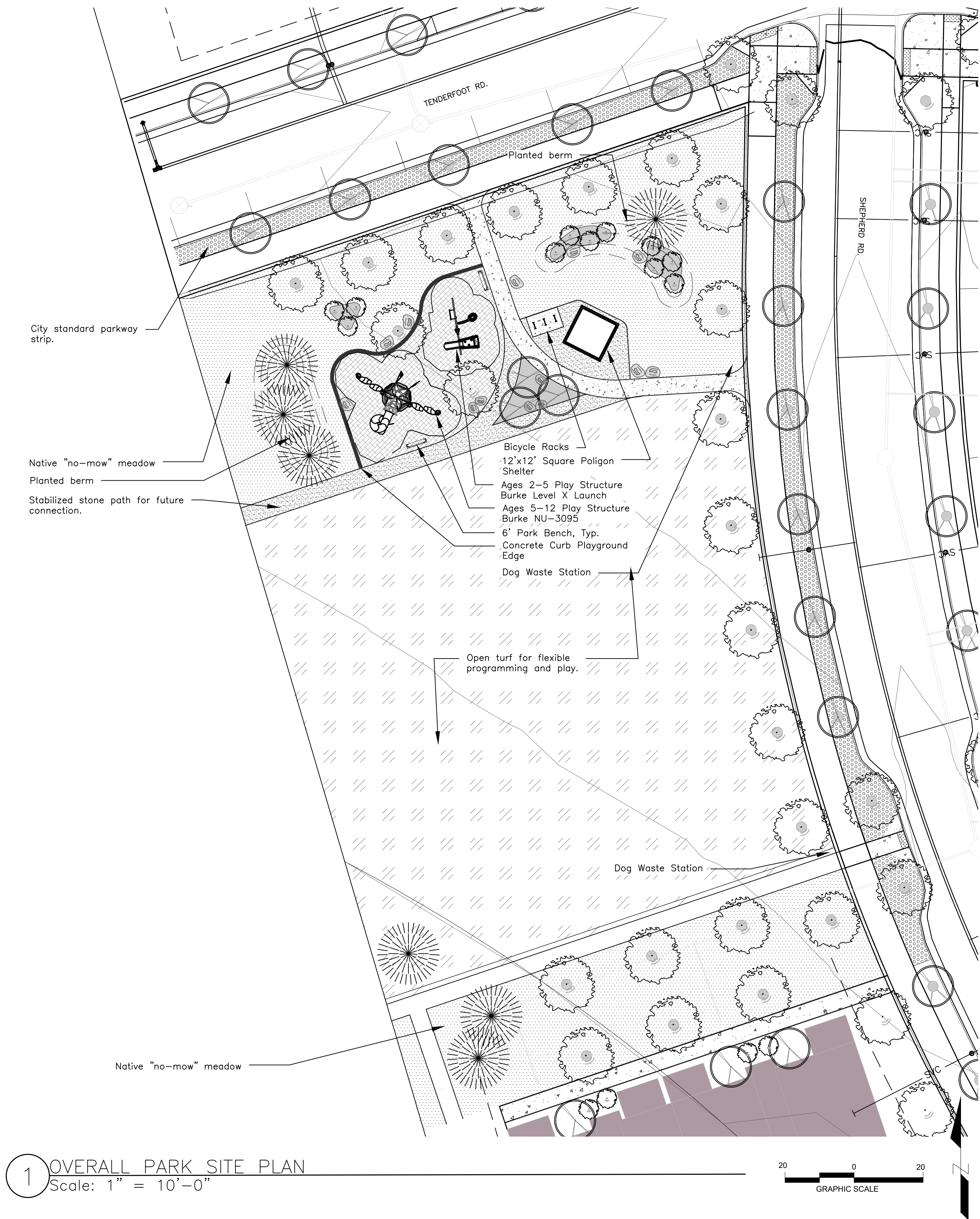
OWNER:
Harder Diesslin Holdings, LLC
130 W 2nd Street Suite 1
Salida, CO 81201
(719) 826-8944

LANDSCAPE ARCHITECT:
Mountain Aspect Landscape Architecture, LLC
129 1/2 W 3rd Street Suite 3
Salida, CO 81201
(719) 824-2162

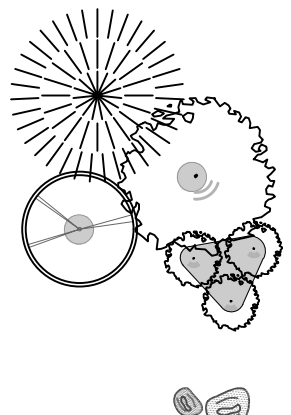
CIVIL ENGINEERING:
Crabtree Group, Inc.
325 D St.
Salida, CO 81201
(719) 539-1675

ARCHITECT/PLANNER:
Pel-Ona Architects & Urbanists
4696 Broadway
Boulder, CO 80304
(303) 443-7876

DRAFT - Not for Construction

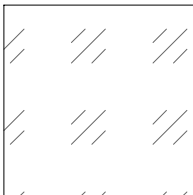


Legend

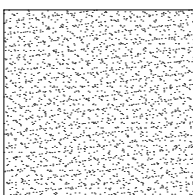


Proposed Trees & Shrubs with mulch.

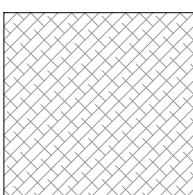
Landscape Boulders
Small: 2'x3'
Large: 3'x4'



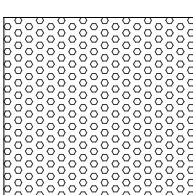
Proposed Turf



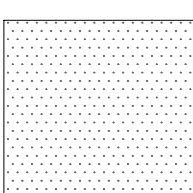
Proposed Stabilized Compacted Stone Dust / Breeze Material



Engineered Wood Fiber Safety Surface



Proposed 3/4" Decorative Rock



Proposed Native Seed Mix

GENERAL NOTES:

1. Base plan provided by Crabtree Group, Salida, CO. Contractor to field verify all existing conditions and measurements prior to beginning work. Any discrepancies between these contract documents and existing conditions shall be brought to the attention of the Landscape Architect immediately. Landscape Architect is not responsible for errors or omissions related to preparation or documentation of survey.

2. Contractor is responsible for determining means and methods of construction. These drawings may indicate a limit of proposed improvements, limit of site demolition, etc for delineation of expected site disturbance. However, final impact shall be determined in the field. Should the limits of disturbance exceed those shown within these construction documents, the Landscape Architect should be contacted for resolution.

3. Contractor is responsible for repairing all site areas disturbed by construction outside of limit lines defined on drawings to a state better than or equal to those conditions existing prior to commencement of construction at no additional cost to owner.

4. Contractor is responsible for maintaining a complete, up-to-date set of drawings at the construction site at all times.

SITE NOTES:

1. Bicycle Racks shall be Dero Hoop Rack, Surface Mount, Powder Coat Beige, as manufactured by DERO BIKE RACK CO., 5522 Lakeland Avenue N., Minneapolis, MN 55429, 1-888-337-6729. Fax: 612-331-2731 Website: www.dero.com.

2. Playground Structures shall be:

- a.) 2-5 Year Olds: BCI Burke Level X Launch, installation must be by a BCI Burke authorized installer.
- b.) 5-12 Year Olds: BCI Burke NU-3095, installation must be by a BCI Burke authorized installer.
- 1.) Colors and finishes to be chosen by City of Salida Parks Department staff.

3. Benches:

- a.) Benches shall be Premier Polysteel 6' Park Bench with Backrest, Direct Bury.

4. Dog Waste Stations:

- a.) Dog Waste Stations shall be Dog-On-It Parks Complete Dog Waste Station.

5. Decorative Rock to be provided by Butala, Salida, Colorado or approved equivalent:

- a.) 3/4" Colorado Rose

Sheet Title: Site Plan
Scale: As Noted
Date: 3/17/25
Drawn By: EWB
File: 24.02 Park L Working.dwg
Job Number: 24.02

- ☐ Preliminary Drawing - Not For Construction.
- ☒ Design Development
- ☐ For Construction
- ☐ As Built

Revisions
Date: By:

Angelview Park Site Plan - Design Development
Angelview Neighborhood PD

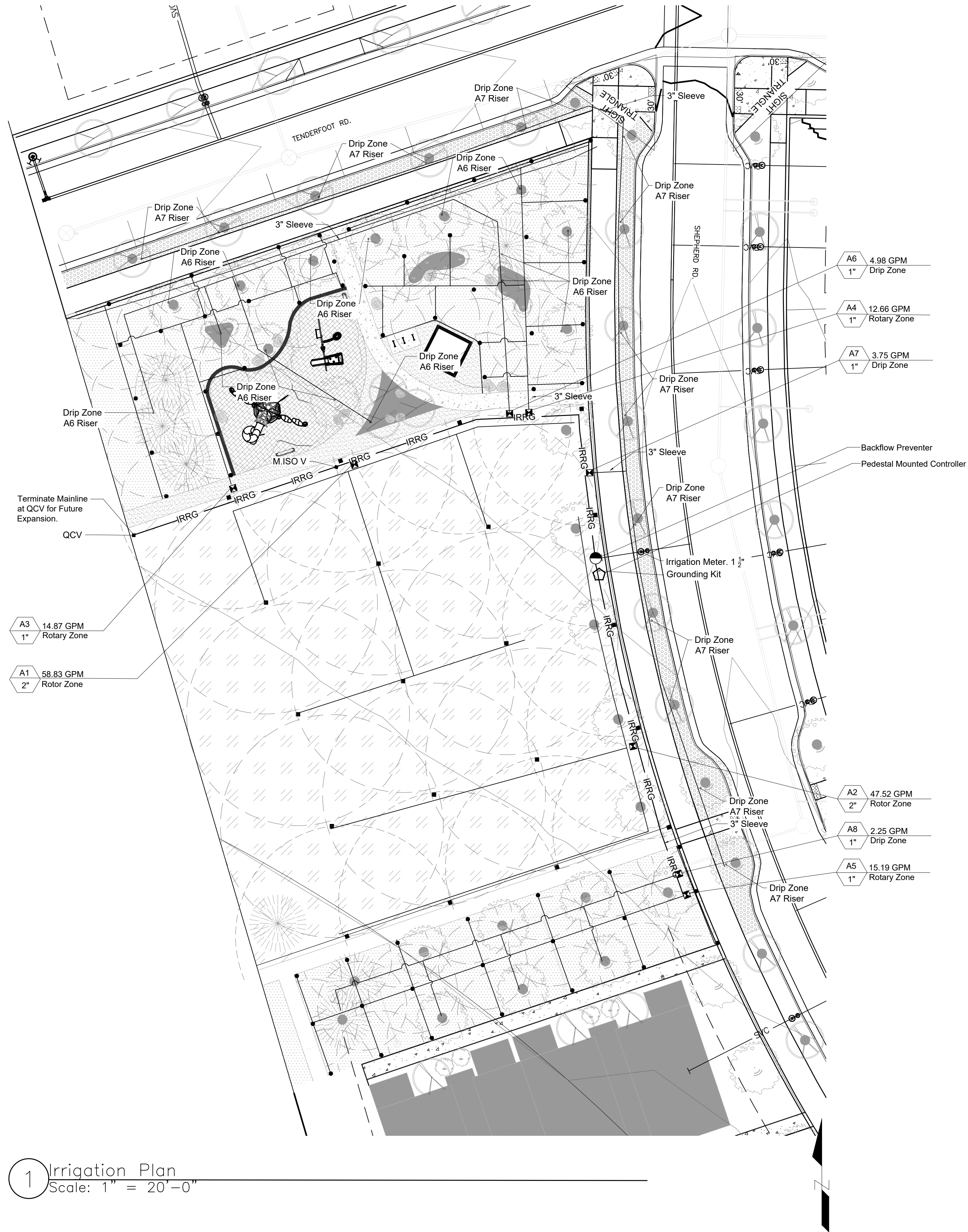
Salida, CO 81201



Mountain Aspect Landscape Architecture, LLC
125 J W 3rd Street Suite 3
Salida, CO 81201
719-242-4102
www.mountainaspect.com

SHEET

L.1.20



Angelview Irrigation Schedule									
Valve	Model	Type	Size	Flow (GPM)	Run Time	Frequency	Gallons	Days Per Irrg Season	Total Gallons
					(Minutes)	(Days)	per cycle	(140 Days)	per season
1	Rainbird 200-PGA	Rotor - Turf	2"	58.83	75	75	3	4412.25	46.66666667
2	Rainbird 200-PGA	Rotor - Turf	2"	47.52	75	75	3	3564	46.66666667
3	Rainbird 100-PGA	Rotary - Native Seed	1"	14.87	30	30	5	446.1	28
4	Rainbird 100-PGA	Rotary - Native Seed	1"	12.66	30	30	5	379.8	28
5	Rainbird 100-PGA	Rotary - Native Seed	1"	15.19	30	30	5	455.7	28
Drip Control Zones									
6	Rainbird XCZ100PRBLC	Standard Drip Zone	1"	4.98	20	20	2	99.6	70
7	Rainbird XCZ100PRBLC	Standard Drip Zone	1"	3.75	20	20	2	75	70
8	Rainbird XCZ100PRBLC	Standard Drip Zone	1"	2.25	20	20	2	45	70
Controller: Rainbird ESP-LXME2 with LNK2 Wifi Module									
Spray Bodies: Rainbird 5004+ Turf									
Rainbird 1806 Native Seed									
Nozzles: Rainbird 5000-MPR-35 Turf									
Rainbird R-VAN14 Native Seed									
Annual Acre-Feet of Irrigation Use									
			1.299629889						

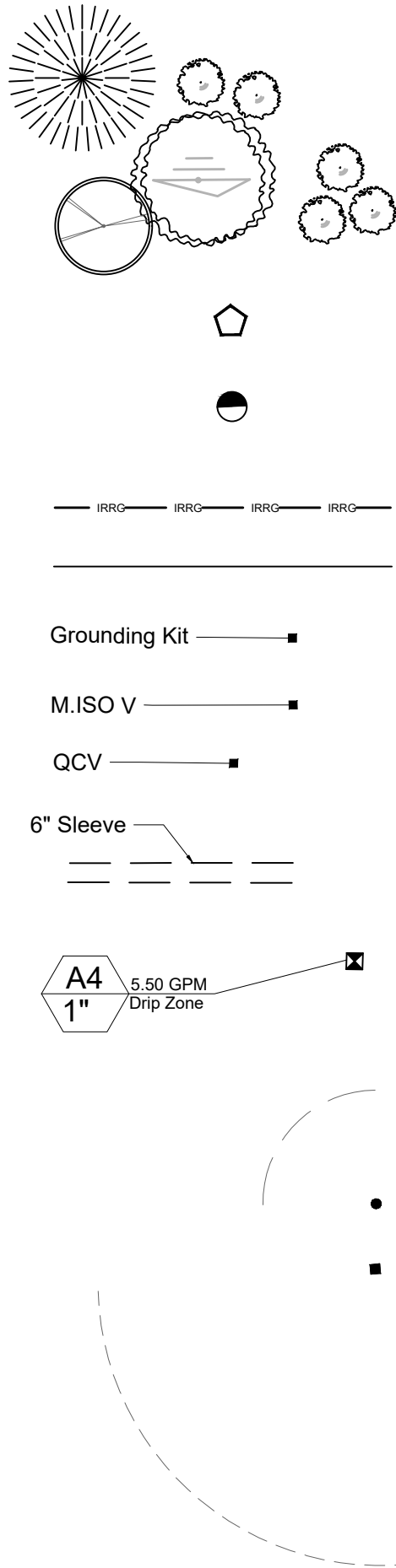
GENERAL NOTES:

1. Base plan provided by Crabtree Group, Salida, CO. Contractor to field verify all existing conditions and measurements prior to beginning work. Any discrepancies between these contract documents and existing conditions shall be brought to the attention of the Landscape Architect immediately. Landscape Architect is not responsible for errors or omissions related to preparation or documentation of survey.
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4. Contractor is responsible for maintaining a complete, up-to-date set of drawings at the construction site at all times.

IRRIGATION NOTES:

1. Provide Rainbird ESP LXME2 Controller with LNK2 Wifi Module in a stainless steel enclosure. Follow manufacturers installation requirements.
2. Any splices to control wires shall be made only in an approved irrigation valve box with water-tight connectors.
5. Minimum PVC pipe size shall be 1". All mainline shall be 2" Sch. 40 PVC with Sch. 40 fittings. Any transition from metal pipe to PVC shall be made with a Sch. 80 fitting. Lateral zone pipe may be SDR 21 or CL 200, Sch. 40 fittings.
6. Run Paige Wire P7002D, 16 AWG or equivalent, leaving service loops at each valve box and stub-outs. Run wire below mainline in same trench. Run one spare wire for each run of mainline, and mark as 'spare' at each valve box and 10' intervals.
7. Standard drip zones are based on the following design criteria:
 - a. Trees shall receive 15 gph, using three (3) equally spaced 5 gph pressure-compensating emitters with PC Diffuser caps.
 - b. Shrubs shall receive 4 gph, using two (2) equally spaced 2 gph xeri-bug pressure compensating emitters.
 - c. Perennials and Ornamental Grasses shall receive 2 gph, using one (1) 2 gph xeri-bug pressure compensating emitter at the base of the stem or center of grass clump.
8. Location of irrigation components on drawings is approximate. Actual placement may vary slightly as required to achieve necessary coverage.
9. Not all sleeves are shown. Add sleeves under all concrete / rigid paving / retaining walls / boulder improvements.
10. Any piping or valves shown outside of the property line or landscaped areas is shown there for design clarity only. All piping and valves shall be installed on the property and within landscape areas.

Legend



1 Irrigation Plan
Scale: 1" = 20'-0"

Sheet Title: Irrigation Plan
Scale: As Noted
Date: 3/17/25
Drawn By: EWB
File: 24.02 Park L Working.dwg
Job Number: 24.02

☐ Preliminary Drawing - Not For Construction.
☒ Design Development
☐ For Construction
☐ As Built

Revisions
Date: By:

Angelview Park Irrigation Plan - Design Development

Angelview Neighborhood PD

Salida, CO 81201

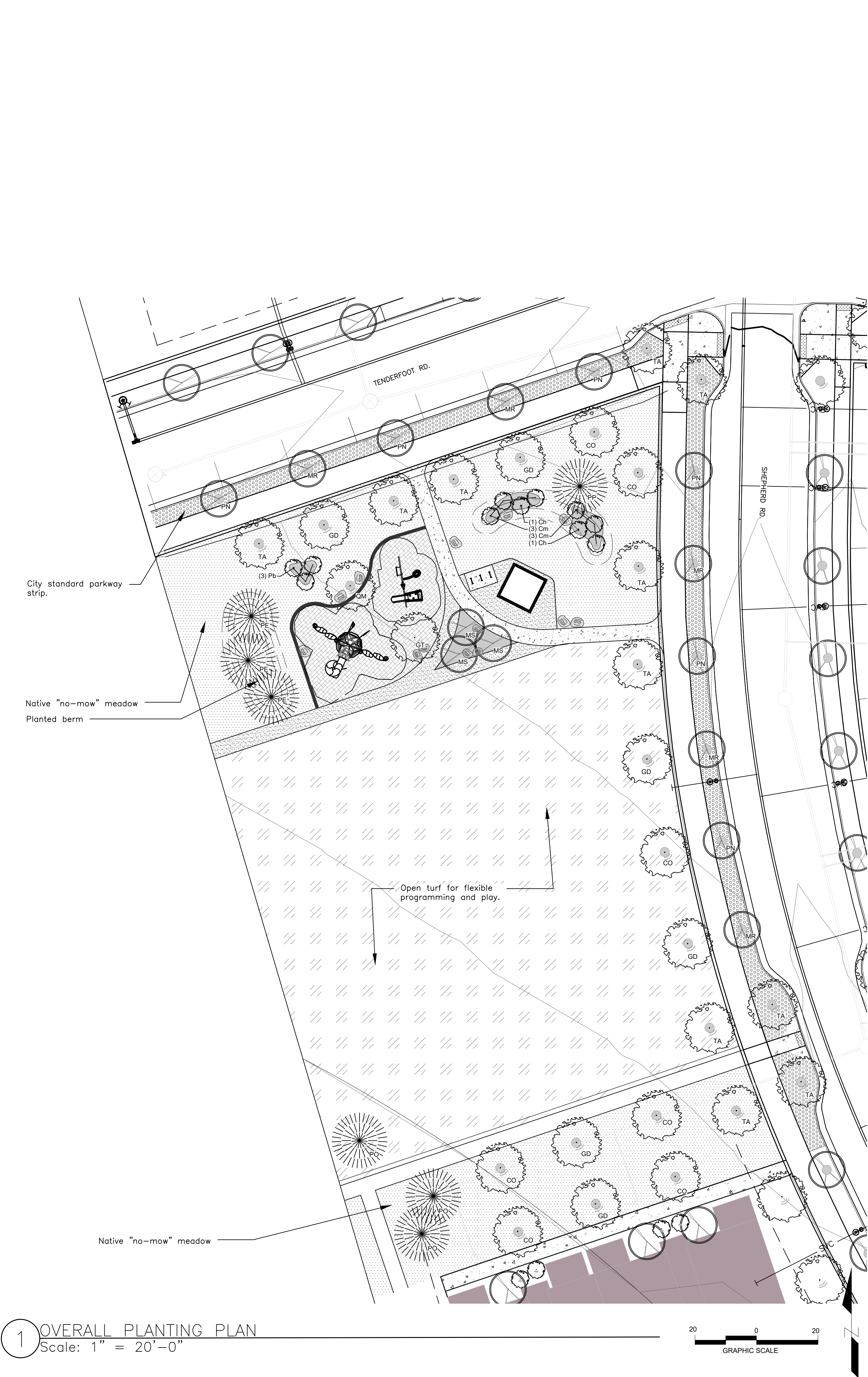
Mountain Aspect
LANDSCAPE ARCHITECTURE
• Landscape Design • Site Planning

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1129 J W 3rd Street Suite 3
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719-624-2162
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SHEET

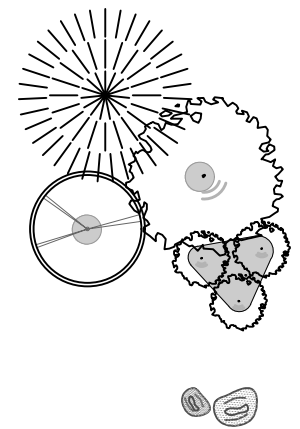
L.3.20

DRAFT - Not for Construction



1 OVERALL PLANTING PLAN
Scale: 1" = 20'-0"

Legend



Proposed Trees & Shrubs
with mulch.

Landscape Boulders
Small: 2'x3'
Large: 3'x4'

Proposed Turf

Proposed Stabilized Compacted
Stone Dust / Breeze Material

Engineered Wood Fiber Safety
Surface

Proposed 3/4" Decorative
Rock

Proposed Native Seed
Mix

Angelview Park Plant Schedule								
Key	Botanical Name	Common Name	Quantity	Size	Root	Spacing	Cultivars	
Deciduous Trees								
CO	Celtis occidentalis	Common Hackberry	7	2"	B&B	As Shown	'Imperial'	
GT	Gleditsia triacanthos	Common Honeylocust	1	2"	B&B	As Shown		
GD	Gymnocladus dioicus	Kentucky Coffeetree	6	2"	B&B	As Shown		'Espresso'
MR	Malus x. 'Radiant'	Radiant Crabapple	5	2"	Cont.	As Shown		'Radiant'
MS	Malus x. 'Spring Snow'	Spring Snow Crabapple	3	2"	Cont.	As Shown	'Spring Snow'	
PN	Prunus cerasifera 'Newport'	Newport Plum	6	2"	Cont.	As Shown	'Newport'	
QM	Quercus macrocarpa	Bur Oak	1	2"	B&B	As Shown		
TA	Tilia americana	American Linden	11	2"	B&B	As Shown		
Evergreen Trees								
PP	Picea pungens 'Glaucia'	Colorado Blue Spruce	1	6-8'	B&B	As Shown		
PE	Pinus edulis	Pinon Pine	3	6-8'	B&B	As Shown		
PO	Pinus ponderosa	Ponderosa Pine	3	6-8'	B&B	As Shown		
Deciduous Shrubs								
Cm	Cercocarpus montanus	Mountain Mahogany	6	#3	Cont.	As Shown		
Ch	Chamaebatiaria millefolium	Fernbush	2	#5	Cont.	As Shown		
Pb	Prunus besseyi	Western Sand Cherry	3	#5	Cont.	As Shown		
Turf and Grasses								
1	Nature's Prairie Turf		20362	SF	Sod	As Shown		
As supplied by Turf Master Sod Farm, Fort Collins, CO (970) 493-8311								
Seed Mixes								
1	Pinon Juniper Meadow Mix		12200	SF	Seed	As Shown		
As supplied by Western Native Seeds, Coaldale, CO, 719-942-3935								

GENERAL NOTES:

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- Contractor is responsible for maintaining a complete, up-to-date set of drawings at the construction site at all times.

SITE LAYOUT NOTES:

- Layout and verify dimensions prior to construction. Bring discrepancies to the attention of the Landscape Architect for clarification.

PLANTING NOTES:

- Contractor shall be responsible for becoming aware of all related existing conditions, pipes and structures, etc. prior to bidding and construction.
- See details for planting methods, requirements, materials, execution and protection.
- Plant names may be abbreviated on drawings. Refer to plant schedule and legend for symbols, common and botanical names, cultivars, sizes and other remarks.
- In the case of a discrepancy in the plant quantities between the plan drawings and the plant call outs, list or plant schedule, the number of plants or square footage of the planting bed actually drawn on the plan drawings shall be deemed correct and prevail.
- Plant Quality: Provide healthy stock, grown in a nursery and reasonably free of die-back, disease, insects, eggs, bores, and larvae. At the time of planting all plants shall have a root system, stem, and branch form that will not restrict normal growth, stability and health for the expected life of the plant. Trees shall have one central leader, unless otherwise specified. Root systems shall be reasonably free of stem girdling roots over the root collar or kinked roots from nursery production practices.
- Plants shall be handled so that roots are adequately protected at all times from drying out and from other injury. Plant materials shall be securely tarped during transportation to prevent wind burn. Protect root balls and containers of plants which cannot be planted within twelve (12) hours of delivery with soil or suitable material. Where possible, plant material should be stored in the shade. Keep all plants roots moist before, during and after planting operations. Plants shall be watered as soon as they arrive on the site, and shall be kept moist until planting operations.
- Contractor is responsible to 'restore' all areas of the site and adjacent areas, where disturbed, to a condition that meets or exceeds conditions prior to disturbance.
 - Improved Planting Mix (Soil Amendment): Planting pits shall be backfilled using an improved soil mix consisting of the following:
 - Eighty-five percent (85%) onsite soil.
 - Fifteen percent (15%) approved organic compost
 - Root Stimulator:
 - All installed plant material, transplanted or new, shall receive root stimulator applied in concentrations recommended by manufacturer, with the initial watering. Root Stimulator shall meet the following guaranteed analysis:
 - Total Nitrogen.....4%
 - Available Phosphate.....10%
 - Soluble Potash.....3%
 - Mulch:
 - Cedar Mulch: Four (4) inch depth shredded cedar mulch; free from noxious weed seed and all foreign material harmful plant life.
 - Rock Mulch: Three (3) inch depth as specified on plans.
 - Organic Compost: Compost shall have the following characteristics:
 - pH Range: 5.5 - 8.0.
 - Moisture Content: 35% - 55%.
 - Particle Size: Pass through 1-inch screen or smaller.
 - Stability: Stable to highly stable, providing nutrients for plant growth.
 - Maturity/Growth Screening: Demonstrate ability to enhance plant growth.
 - Soluble Salt Concentrations: 2.5 dS (mmhos/cm) or less preferred.
 - Organic Matter Content: 30% - 70%.
 - Suggested Source: Elements Mountain Compost, Salida, CO www.elementscompost.com

Sheet Title: Planting Plan
Scale: As Noted
Date: 3/17/25
Drawn By: EWB
File: 24.02 Park L Working.dwg
Job Number: 24.02

☐ Preliminary Drawing - Not
For Construction.

☒ Design Development

☐ For Construction

☐ As Built

Revisions
Date: By:

Angelview Park Planting Plan - Design Development

Angelview Neighborhood PD

Salida, CO 81201

Mountain Aspect
LANDSCAPE ARCHITECTURE
• Landscape Design
• Site Planning

Mountain Aspect Landscape Architecture, LLC
129 J W 3rd Street Suite 3
Salida, CO 81201
719-624-2102
www.mountainaspect.com

SHEET

L.4.20

DRAFT - Not for Construction

Sheet Title: Site Details
Scale: As Noted
Date: 3/17/25
Drawn By: EWB
File: 24.02 Park L Working.dwg
Job Number: 24.02

☐ Preliminary Drawing - Not
For Construction.

☒ Design Development

☐ For Construction

☐ As Built

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Angelview Neighborhood PD

Salida, CO 81201

Mountain Aspect
LANDSCAPE ARCHITECTURE

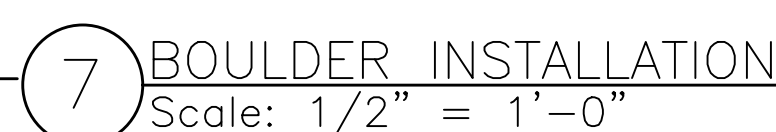
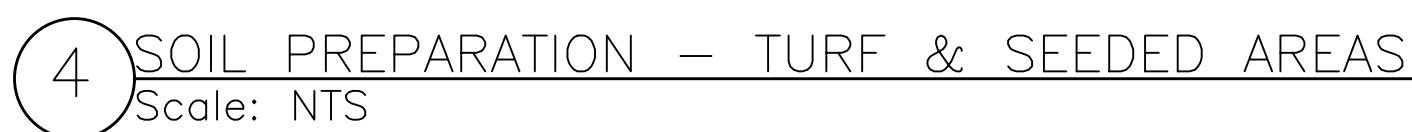
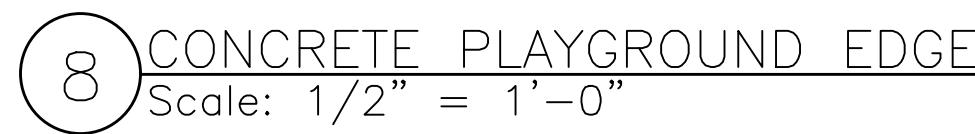
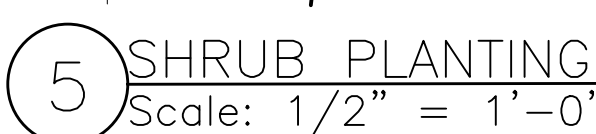
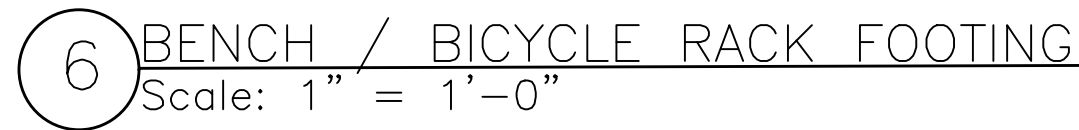
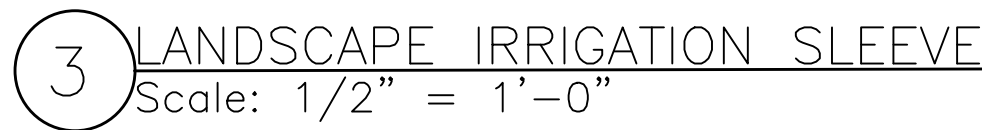
- Landscape Design
- Site Planning



Mountain Aspect Landscape Architecture, LLC
129 3/4 3rd Street Suite 3
Salida, CO 81201
719-424-2162
www.mountainaspect.com

129 $\frac{1}{2}$ W 3rd Street Suite 3
Salida, CO 81201
719-824-2162
www.mountainaspect.com

5.00



Sheet Title: Site Details
Scale: As Noted
Date: 3/17/25
Drawn By: EWB
File: 24.02 Park L Working.dwg
Job Number: 24.02

☐ Preliminary Drawing - Not For Construction.

☒ Design Development

☐ For Construction

☐ As Built

Revisions	By:
Date:	

Irrigation Details - Design Development

Angelview Neighborhood PD

Salida, CO 81201

Mountain Aspect

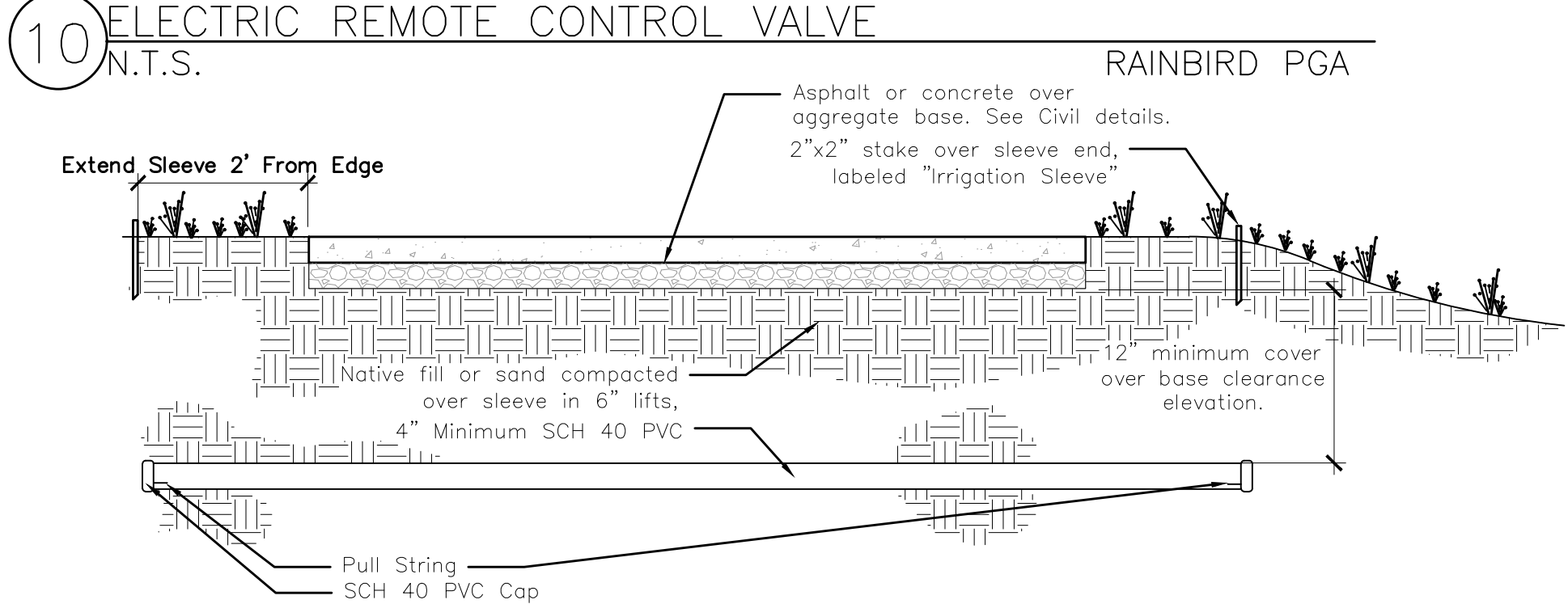
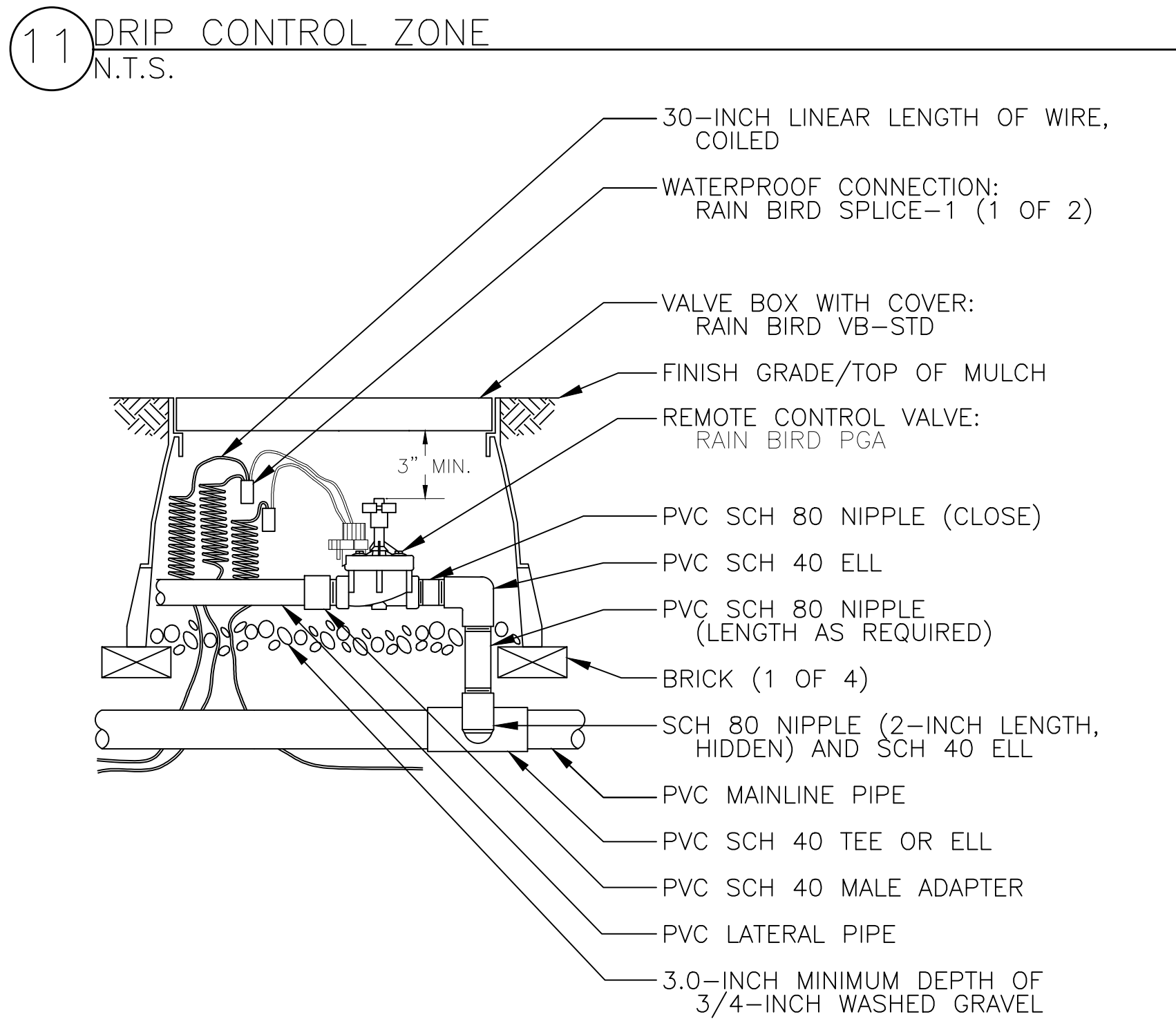
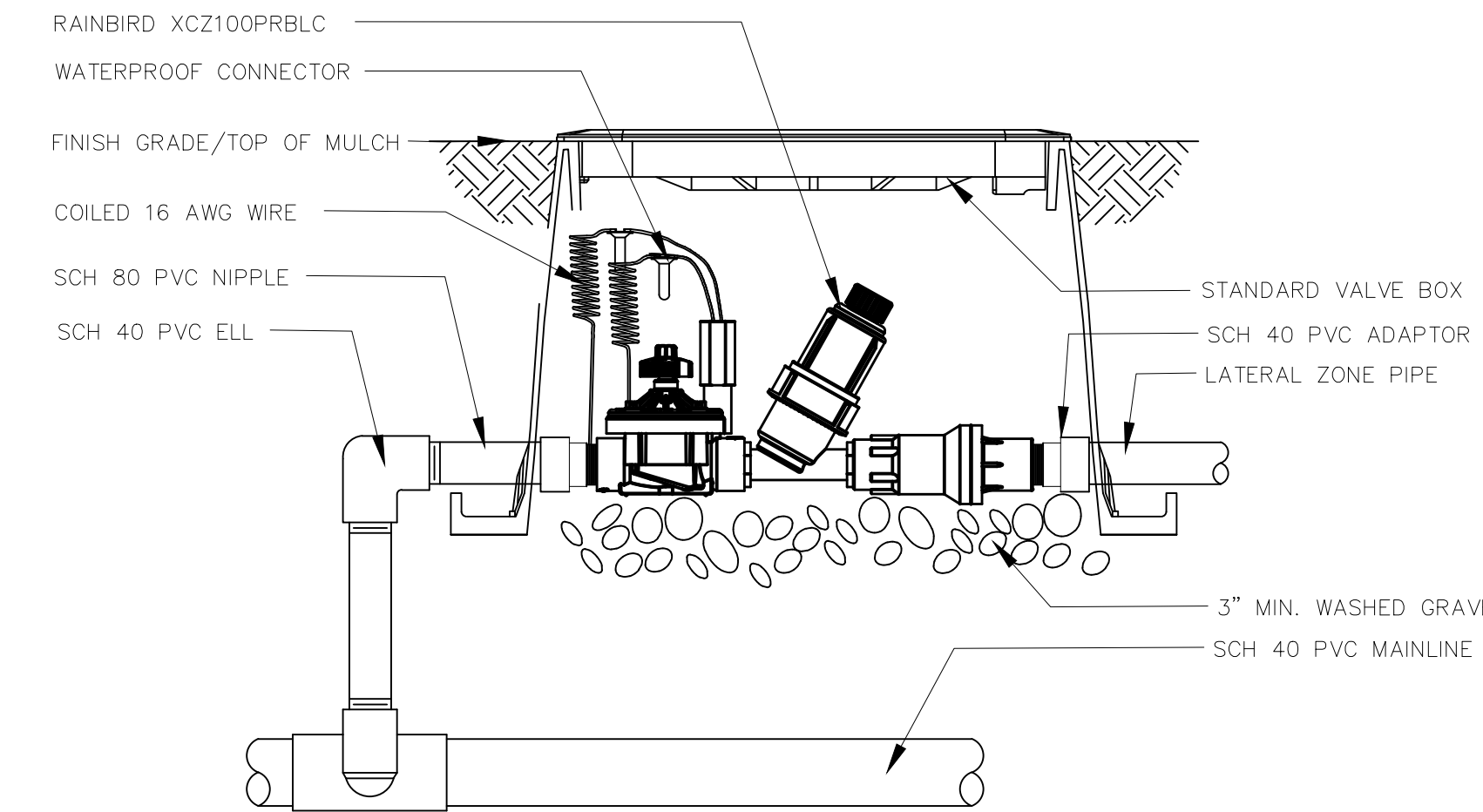
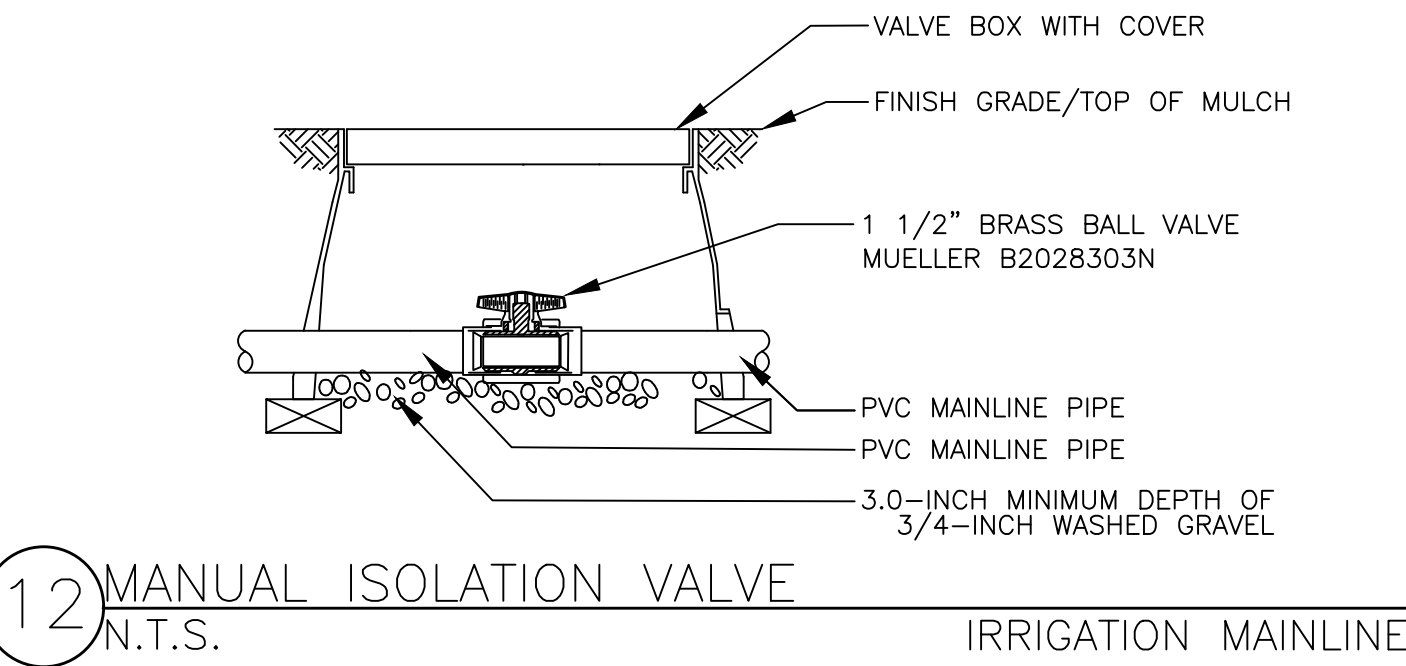
LANDSCAPE ARCHITECTURE

• Landscape Design • Site Planning

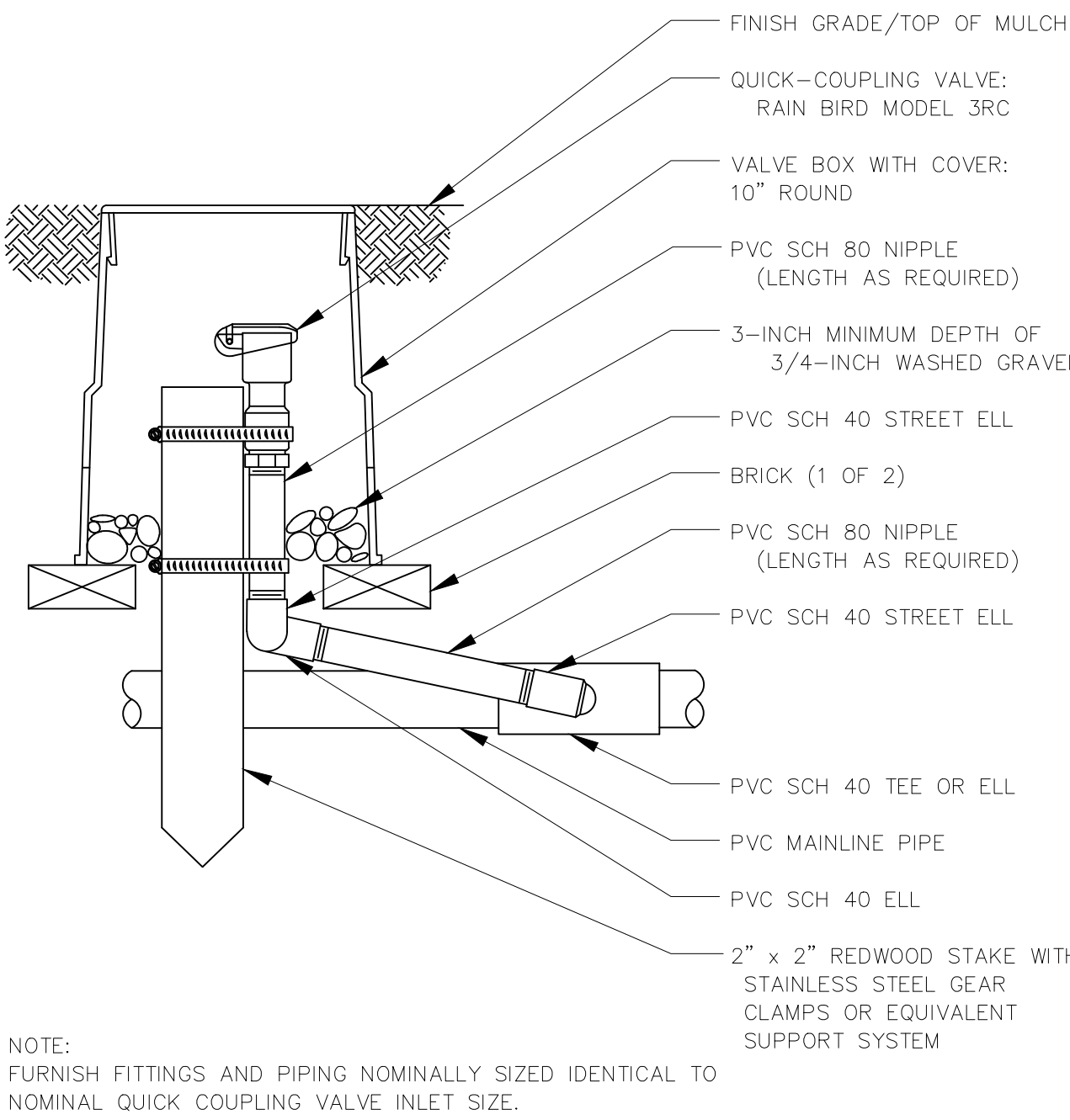
Mountain Aspect Landscape Architecture, LLC
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SHEET

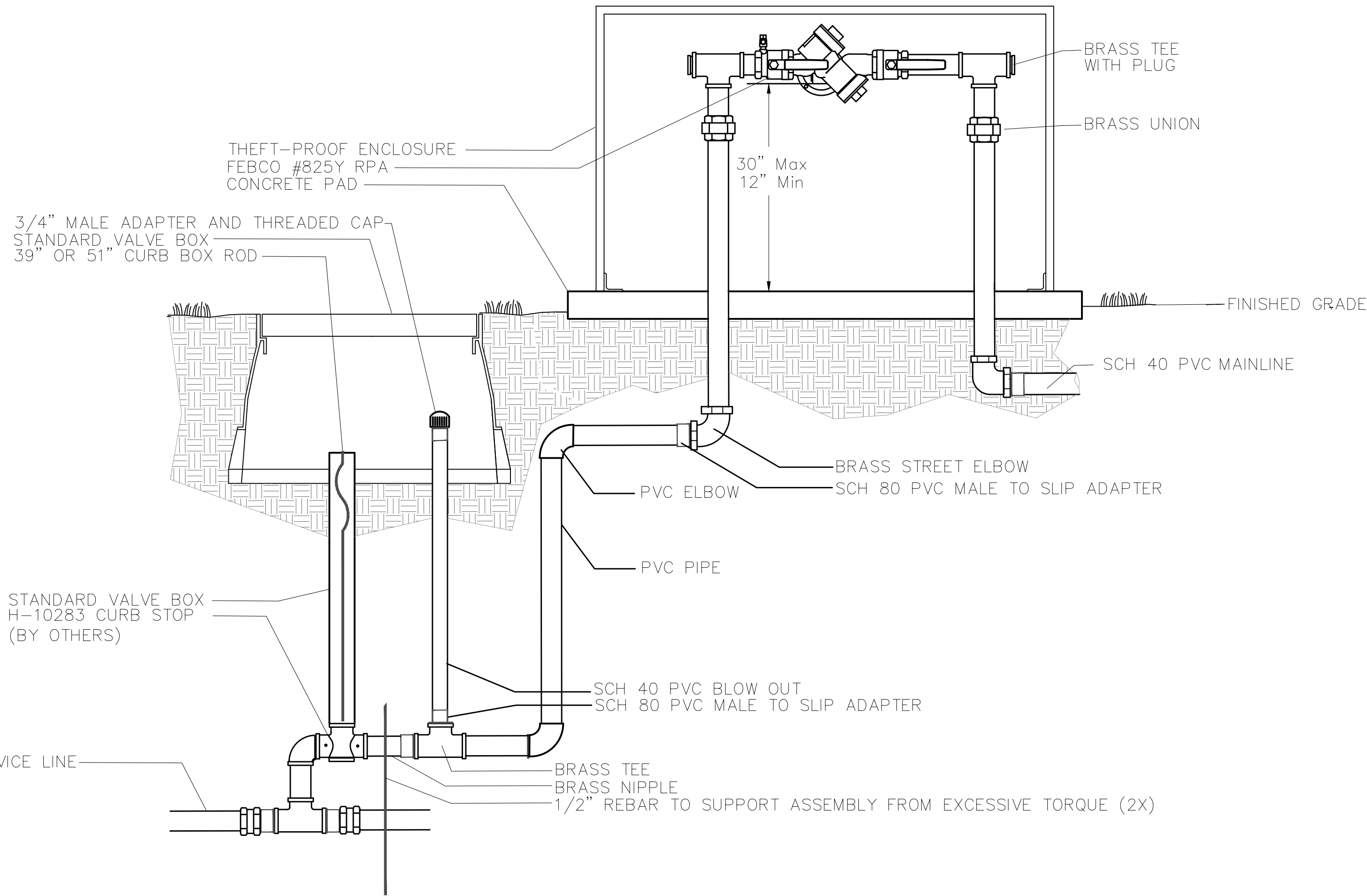
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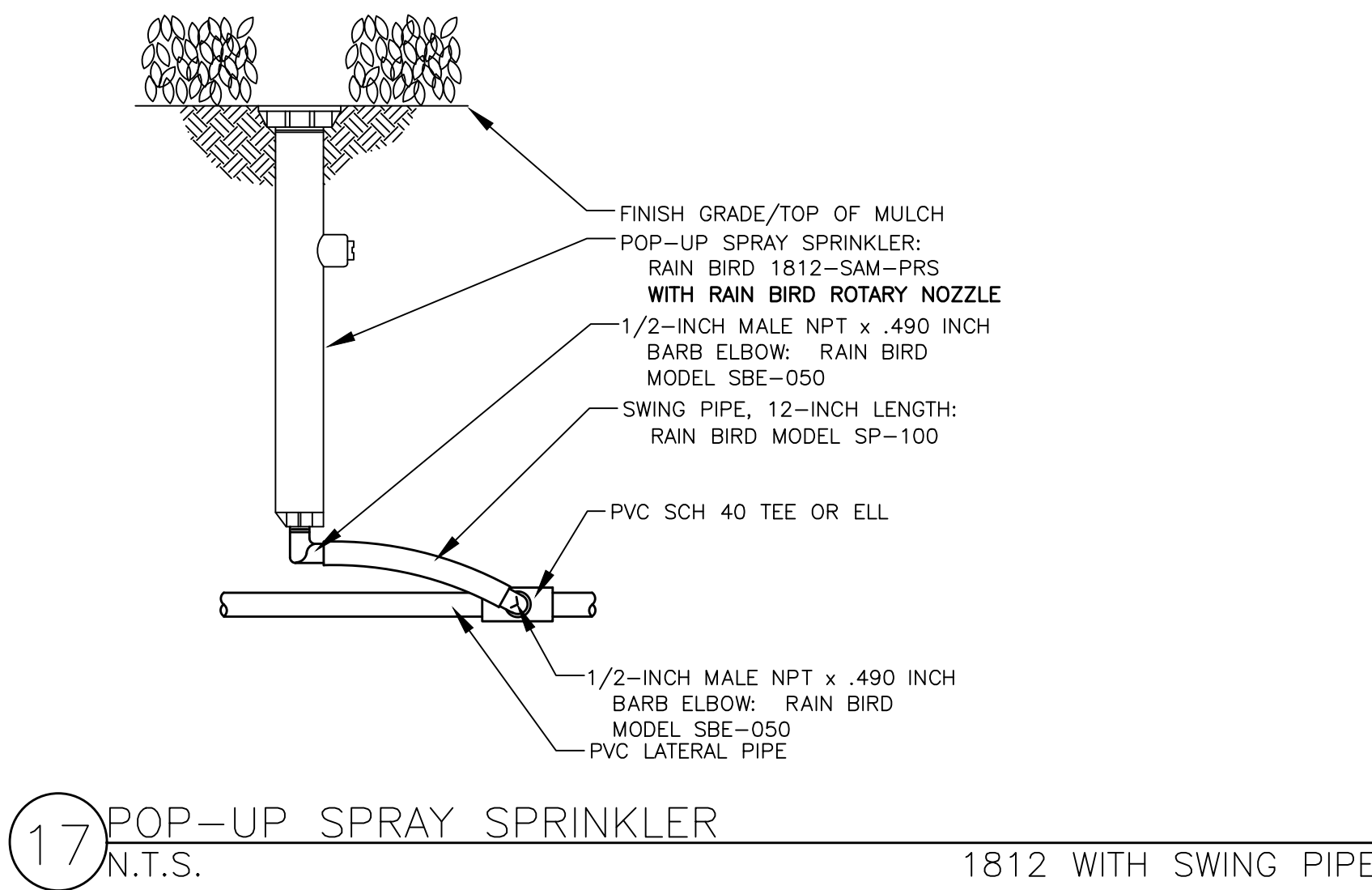
9 LANDSCAPE IRRIGATION SLEEVE
Scale: 1/2" = 1'-0"



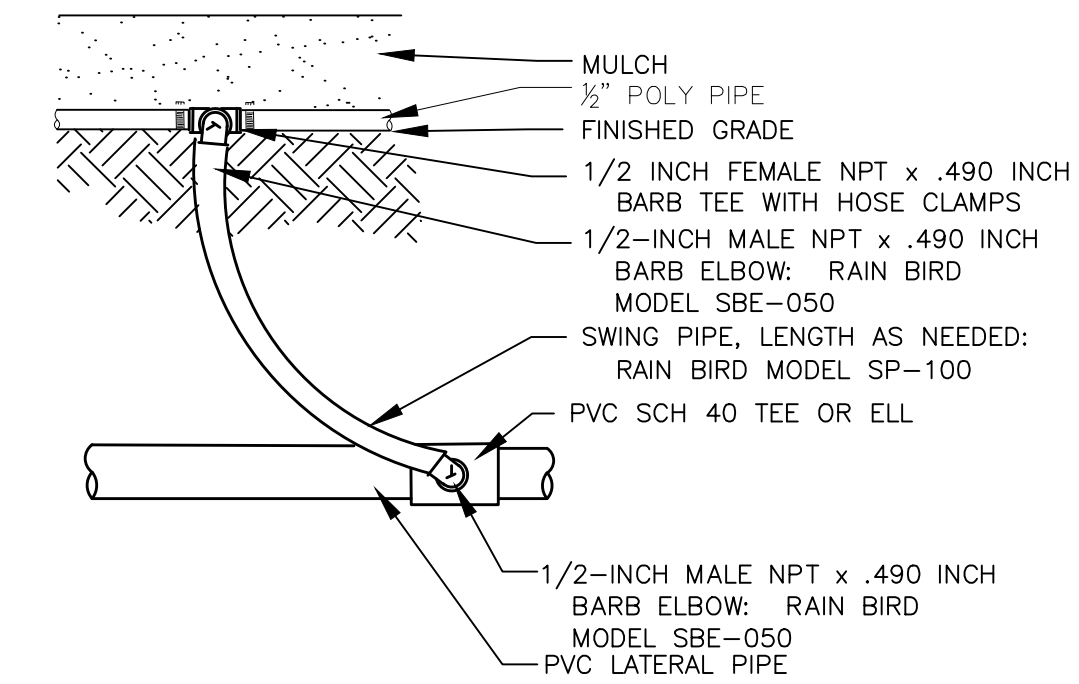
14 QUICK COUPLING VALVE
N.T.S.



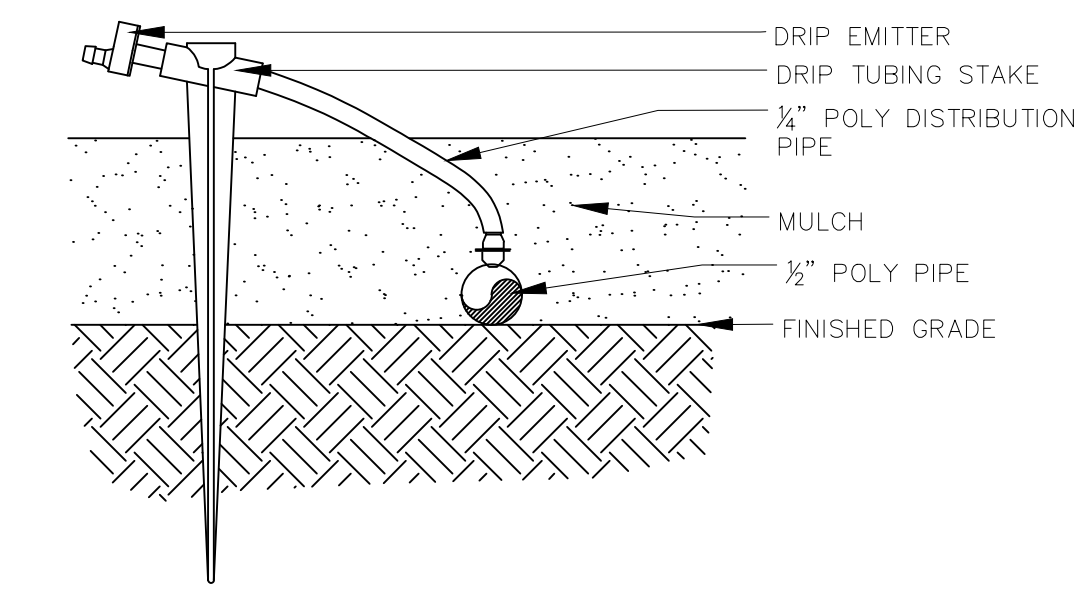
13 TYPICAL RPA INSTALLATION
N.T.S.



17 POP-UP SPRAY SPRINKLER
N.T.S.



16 DRIP RISER
N.T.S.



15 DRIP EMITTER INSTALLATION
N.T.S.

ANGELVIEW PARK PRELIMINARY COST ESTIMATE					
	ITEM DESCRIPTION (incl freight/del all items)	QTY	UNIT	UNIT COST	TOTAL
1b	Playstructure 2-5	1	EA	\$20,000.00	\$20,000.00
	Installation			\$8,000.00	\$8,000.00
1b	Playstructure 5-12	1	EA	\$40,000.00	\$40,000.00
	Installation			\$16,000.00	\$16,000.00
2	Eng. wood fiber surfacing (for both above) *		LS	\$6,000.00	\$6,000.00
	Installation			\$2,500.00	\$2,500.00
3	Benches (exp metal)	2	EA	\$1,500.00	\$3,000.00
4	Picnic shelter 10 x 12	1	EA	\$25,000.00	\$25,000.00
5	Installation (structure only)		LS	\$7,500.00	\$7,500.00
6	Picnic tables (1 ADA)	2	EA	\$2,500.00	\$5,000.00
	Installation			\$625.00	\$1,250.00
7	Pet waste stations	2	EA	\$300.00	\$600.00
8	Park sign	1	EA	\$1,000.00	\$1,000.00
9	Grading, topsoil, sod	3920	SYD	\$15.00	\$58,800.00
10	Trees (along sidewalks, around play area per plan)	30	EA	\$450.00	\$13,500.00
11	Irrigation	1	LS	\$15,000.00	\$15,000.00
12	ADA concrete sidewalk and picnic slab	2420	SF	\$8.00	\$19,360.00
	Subtotal				\$242,510.00
13	Design & engineering (5%)	1	LS	\$12,125.50	\$12,125.50
14	Mobilization & overhead (10%)	1	LS	\$24,251.00	\$24,251.00
	TOTAL				\$278,886.50

EXHIBIT I
OPEN RECORDS POLICY

Fee Schedule

Charges must be paid before service is provided.

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

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

The first hour of research and retrieval service is free.

Cost per hour for research, retrieval and related services after the first hour: \$33.58

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

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



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Public Works	David Lady - Public Works Director	April 15, 2025

AGENDA ITEM

Resolution 2025-13: A Resolution of the City Council of the City of Salida, Colorado, to enter into an Intergovernmental Agreement between the State of Colorado Department of Transportation and The City of Salida for the devolution of a portion of State Highway 291.

BACKGROUND

State Highway 291 (SH-291) is a key transportation corridor through Salida entering the City near the Arkansas River Bridge adjacent to Heart of the Rockies Medical Center (HRRMC) and ending at highway US-50. SH-291 is currently under the jurisdiction of the Colorado Department of Transportation (CDOT). Therefore, regulatory items such as vehicular types and use, access control, special use permits, maintenance of signals and related infrastructure, and other administrative components are under their control. CDOT has statewide policies that govern these functions and there is limited ability to modify them on a case-by-case basis.

City Council reviewed the feasibility of taking over the ownership of State Highway 291 within Salida through a process called devolution at a work session on November 4th 2024. This work session outlined the various infrastructure components of this section of highway, their condition, the status of grant funded improvements in the works, as well as fiscal components. Completion of the devolution process would enable the City to govern this section roadway under its own Municipal Code.

Colorado Department of Transportation officials engaged with City of Salida staff following Council's support of pursuing devolution of this section of highway. This process included survey work and drafting of IGA's to complete the process

RECOMMENDATION

Staff supports the devolution process as described and entering into an Intergovernmental Agreement with CDOT.

FISCAL IMPACT

CDOT would commit to the City of Salida funding to support road maintenance services estimated at a value of \$223,120.00.

MOTION

A City Councilmember should state "I move to _____ Resolution 2025-13: A Resolution of the City Council of the City of Salida, Colorado, to enter into an Intergovernmental Agreement between the State of Colorado Department of Transportation and The City of Salida for the devolution of a portion of State Highway 291," followed by a second and a roll call vote.

**City of Salida, Colorado
Resolution No. 13
(Series of 2025)**

A Resolution of the City Council of the City of Salida, Colorado, to enter into an Intergovernmental Agreement between the State of Colorado Department of Transportation and the City of Salida for the Devolution of a Portion of S.H. 291.

WHEREAS, The City of Salida has engaged with the Colorado Department of Transportation (CDOT) regarding the devolution of a portion of the CDOT owned and maintained S.H. 291, from milepost 0.15 to milepost 2.07, and

WHEREAS, CDOT would relinquish all Right of Way along this highway segment, and the City of Salida would accept ownership through an Intergovernmental Agreement (IGA); and

WHEREAS, CDOT would commit to the City of Salida funding to support road maintenance services estimated at a value of \$223,120.00; and

WHEREAS, the City understands that the devolution of this portion of S.H. 291 from CDOT means that all future maintenance will be the responsibility of the City. In addition to the one-time distribution of \$223,120.00 provided by CDOT, the City will also collect HUTF dollars each year beginning that will help offset costs of future maintenance; and

AND WHEREAS, the transfer of this portion of S.H. 291 will allow the City to maintain minor road maintenance issues that adversely affect the businesses and their patrons having to access this roadway.

Now, therefore, be it resolved by the City Council of the City of Salida, Colorado that:

That the City of Salida to enter into an Intergovernmental Agreement between the State of Colorado Department of Transportation and the City of Salida for the devolution of S.H. 291 from milepost 0.15 to milepost 2.07.

RESOLVED, APPROVED AND ADOPTED this 15th day of April, 2025.

CITY OF SALIDA, COLORADO

By _____

Mayor

[SEAL]

[ATTEST] _____
City Clerk/Deputy City Clerk

COLORADO DEPARTMENT OF TRANSPORTATION
ABANDONMENT OF A PORTION OF STATE HIGHWAY NUMBER 291
FROM THE SOUTHERLY RIGHT OF WAY OF ILLINOIS STREET (+/- MP 0.15)
TO THE WESTERLY LINE OF SECTION 32, T. 50 N., R. 9 E., N.M.P.M. (+/- MP 2.07)
CITY OF SALIDA, CHAFFEE COUNTY COLORADO
DATE: MARCH 5, 2025

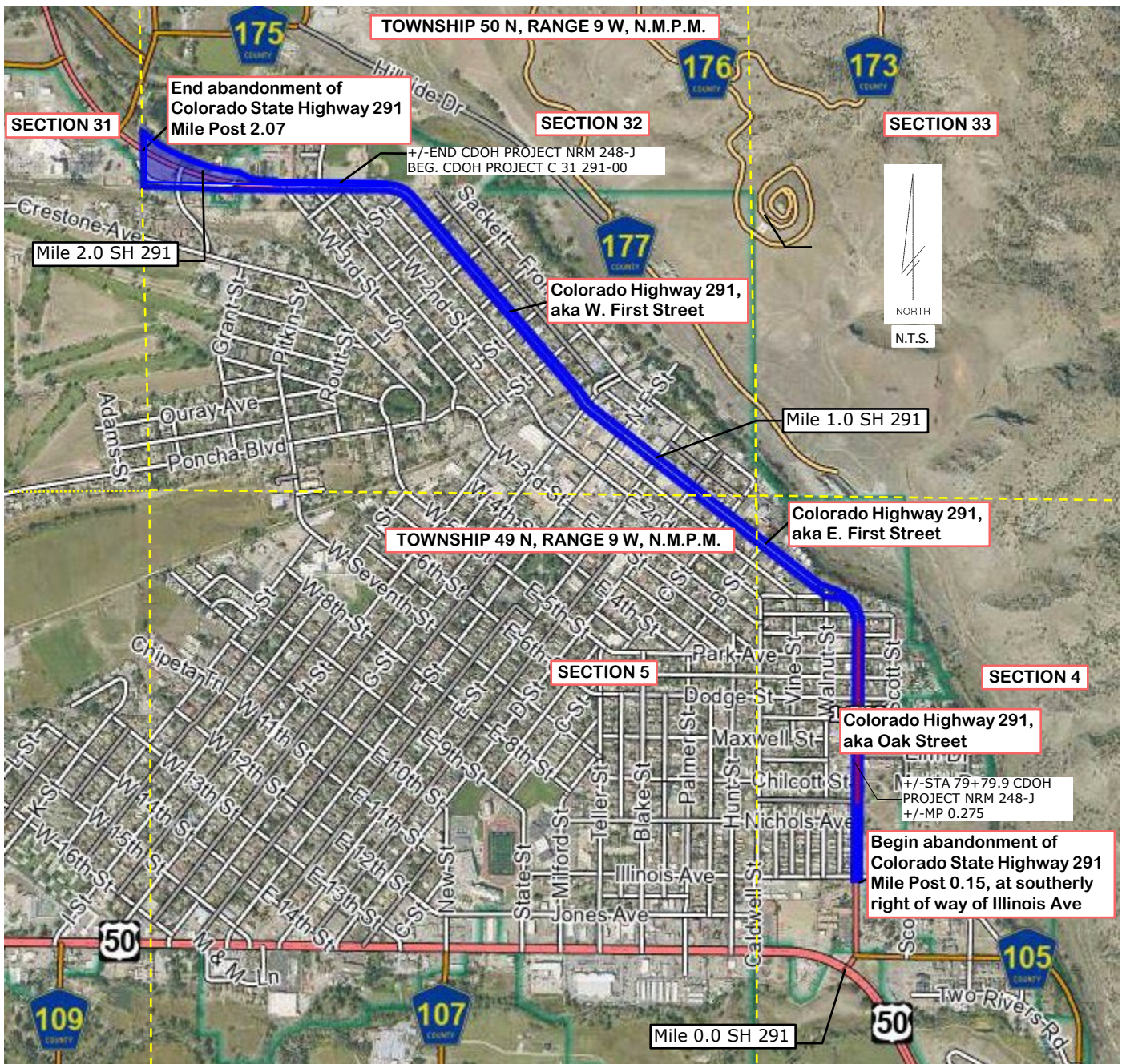


EXHIBIT “B”

**COLORADO DEPARTMENT OF TRANSPORTATION
ABANDONMENT OF A PORTION OF STATE HIGHWAY NUMBER 291
FROM TO THE SOUTHERLY RIGHT OF WAY OF ILLINOIS STREET,
SECTION 4, T. 49 N., R. 9 E., N.M.P.M.
TO THE WESTERLY LINE OF SECTION 32, T. 50 N., R. 9 E., N.M.P.M.
PER PROJECT NUMBERS NRM 248 J and C31-291-00
CITY OF SALIDA
CHAFFEE COUNTY
DATE: MARCH 5, 2025**

TO BE CONVEYED

A portion of State Highway 291
MP 0.15 to MP 2.07
City of Salida
Chaffee County, Colorado

FROM

Colorado Department of Transportation
4201 East Arkansas Avenue
Denver, CO 80222

TO

The City of Salida

FOR

Intergovernmental Agreement

EXHIBIT "B"

Chaffee County
Date: March 5, 2025

DESCRIPTION

A tract or parcel of land of the Department of Transportation, State of Colorado, being a portion of Colorado State Highway 291 right of way in Section 32, Township 50 North, Range 9 West of the New Mexico Principal Meridian, and Sections 4 and 5 Township 49 North, Range 9 West of the New Mexico Principal Meridian, City of Salida, Chaffee County, Colorado, said tract or parcel being more particularly described as follows:

All that area for right of way of Colorado State Highway 291 beginning at the southerly right of way of Illinois Street at approximate milepost 0.15 of said Colorado State Highway 291, thence northerly to Station 79+79.9 on the Department of Highways Project N.R.M. 248-J, continuing all that area for right of way as shown on said N.R.M. 248-J, to that area for right of way as shown on the Department of Highways Project C 31-0291-00 and terminating on the westerly line of said Section 32 of said Township 50 North, Range 9 West of the New Mexico Principal Meridian.

The above-described parcel is approximately 1.92 linier miles.

For and on behalf of the
Colorado Department of Transportation
David A. Seiler, PLS #27274
3803 North Main Avenue, Suite 300
Durango, Colorado 81301





CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	April 15, 2025

AGENDA ITEM

Resolution 2025-14 – A Resolution of the City Council of the City of Salida, Colorado, Reauthorizing the Temporary Closure of a Portion of F Street and Providing for a Revised Procedure for Liquor Licensees To Obtain Proper Authorization for Outdoor Expansion

BACKGROUND

For 4 out of the last 5 years, the City has turned a portion of F Street downtown into a pedestrian mall/plaza during the summertime, closing it to vehicular traffic (the street remained open to vehicles in summer 2024). Council has stated that they would like to provide the public and downtown businesses with a conclusive answer as to the status for the street going into the summer of 2025, especially in light of a streetscape improvement project between 2nd and 3rd Streets from F to G, which is anticipated to continue through part of the summer. This project will include the installation of new crosswalks, ADA-compliant ramps, upgraded landscaping, bike parking, and other pedestrian-friendly enhancements. The work will also include paving improvements and water service line replacements adjacent to the affected intersections.

During the work session on March 31, 2025, the Council considered the following questions and provided the noted responses:

1. Does Council want a portion of F Street downtown closed to vehicles this summer? Yes/No? **Yes**

If Yes...

- a. Staff would recommend that businesses from Sackett to 2nd be allowed to expand beginning May 1st. Would that be acceptable to Council? **Yes**
- b. Does Council also want to close the portion of F Street between 2nd and 3rd Streets? (Due to the need for construction staging in that area, expansion would only be available to businesses there after the 3rd Street intersection is complete—anticipated early June). **Yes**
- c. Does Council want to limit the expansion space of semi-permanent street furniture to 8 feet (i.e. the width of a parking space) plus potential for an additional 5 feet of easily removed seating so as to allow for safe passage of parades with larger floats and vehicles OR would Council prefer to allow semi-permanent street furniture up to 13 feet from the curb and therefore require that parades with larger floats and vehicles be relocated (such as Sackett Ave) during the months of the closure. (Due to the intended location of the FIBArk carnival, some or all of the expansions between Sackett and 1st would need to be removed during the festival regardless). **Council would like F Street available to vehicular parades during the summer months. Thus, expansion of semi-permanent street furniture is limited to 8 feet, with an additional 5 feet of easily removable seating allowed.**
- d. Is there anything else that Council would like to see to enhance the pedestrian mall/plaza experience and make it a success? **The currently underway improvements will enhance the pedestrian experience.**

- e. What date would Council want such a closure to end? In the past, the closed portion of F Street has been reopened to vehicles sometime after Labor Day (as late as the final weekend of September). If Council decides to re-create the pedestrian mall/plaza, staff recommends a similar timeframe for reopening.
September 15, 2025

STAFF RECOMMENDATION

Staff recommend Council approve Resolution 2025-14

FISCAL IMPACT

The fiscal impact to the City is unknown at this time, any spending needs that arise will need to be weighed against savings identified in other areas of the budget as funds are tight.

MOTION

A City Councilmember should state "I move to _____ Resolution 2025-14 – A Resolution of the City Council of the City of Salida, Colorado, Reauthorizing the Temporary Closure of a Portion of F Street and Providing for a Revised Procedure for Liquor Licensees To Obtain Proper Authorization for Outdoor Expansion", followed by a second and a roll call vote.

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 14
(Series of 2025)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,
REAUTHORIZING THE TEMPORARY CLOSURE OF A PORTION OF F STREET
AND PROVIDING FOR A REVISED PROCEDURE FOR LIQUOR LICENSEES TO
OBTAIN PROPER AUTHORIZATION FOR OUTDOOR EXPANSION**

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

WHEREAS, previous closures of F Street, initiated by the negative health effects of the COVID-19 pandemic, were received positively by many residents and members of the local business community. The City also recognizes that the closure of the street creates hardship for some in the community by removing parking spots; and

WHEREAS, improvements being made to intersections in the downtown area during the Summer of 2025 necessitates closure for a portion of the summer, thus creating a pedestrian plaza; and

WHEREAS, during a Work Session held on March 31, 2025, City Council directed staff to take steps to close F Street to vehicular traffic based on construction timelines and taking into consideration the ability for parades to utilize F Street, the intended location of the FIBArk Carnival, and the evaluation of drop-off or temporary parking locations for the mobility challenged; and

WHEREAS, Section 10-7-30 of the Salida Municipal Code generally prohibits the possession and consumption of alcoholic beverages in public places, but provides an exemption for places duly licensed for sale of alcoholic beverages, and

WHEREAS, on September 28, 2021, the Colorado Liquor Enforcement Division published Bulletin 21-05, which provides guidance regarding the service area premises extension option available to liquor licenses in municipalities which permit such an expansion and the LED’s guidance identifies a sidewalk service area as authorized by Regulation 47-302(A)(4), 1 CCR 203 – 2 as a permanent alternative; and

WHEREAS, the City will continue to utilize its temporary outdoor expansion applications form and issue, in the City’s discretion, revocable licenses for the use of public rights-of-way and public places to provide liquor licensees the legal right to use these spaces; and

WHEREAS, the “Requirements and Policies for Expanding Business Activity Into Parking Lots, Parking Spaces and Streets”, previously adopted in conjunction with

Resolution 2022 – 23, functioned effectively and applicable portions of said document ought to be continued with this closure of F Street; and

WHEREAS, pursuant to C.R.S 31-15-702(1)(a)(I), the governing body of each municipality has the power “[t]o lay out, establish, open, alter, widen, extend, grade, pave or otherwise improve streets, parks, and public grounds and vacate the same and ... to regulate the use of the same”; and

WHEREAS, the City Council finds it desirable and prudent, and in the best interest of the community as a whole, to reauthorize the temporary closure of a portion of F Street and to provide for a revised procedure for liquor licensees to obtain proper authorization for outdoor expansion.

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

1. The foregoing recitals are hereby incorporated as conclusions, facts, determinations and findings of the City Council.
2. The City Council hereby reauthorizes the temporary closure of the blocks on F Street between Sackett Avenue and 2nd Street, effective May 1, 2025 through September 15, 2025, and closure of F Street from 2nd to the alley between 2nd and 3rd Streets as determined by the downtown improvements construction schedule..
3. The City Council hereby adopts the updated “Requirements and Policies for Expanding Business Activity Into Parking Lots, Parking Spaces and Streets” annexed hereto as **Exhibit A**.
4. The City Administrator or designee is hereby authorized to take any further action reasonably necessary or prudent to carry out the effect of this Resolution.

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

CITY OF SALIDA, COLORADO

By _____

Mayor

[SEAL]

[ATTEST] _____
City Clerk/Deputy City Clerk



REQUIREMENTS AND POLICIES FOR EXPANDING BUSINESS ACTIVITY INTO PARKING LOTS, PARKING SPACES AND STREETS

The City of Salida desires to work with businesses throughout our community to provide unique outdoor experiences for our residents and guests. On Tuesday, April 1, 2025, the Salida City Council approved Resolution 2025-14, which directed City staff to facilitate the expansion of outdoor dining and retail spaces into parking lots, parking spaces, and even public streets.

In order to proceed with expansion, there are a few rules that businesses must apply as part of an application process:

For Restaurants and Bars with a Liquor License

Any bar or restaurant wishing to expand their existing licensed premise into parking lots or streets must apply for a Temporary Modification of Premise (MOP) with the City of Salida. The City will review, and if approved, will send the application, signed lease, the applicant's drafted map of the expansion (including barriers and access points) and the check to the Colorado Liquor Enforcement Division (LED) for final approval. The application form, DR 8442, can be found at:

www.sbg.colorado.gov/liquor-forms-by-number

Applicants will fill out Section C. Instructions are on page 2 (Section C) for more information. There is a \$150 processing fee payable to the State of Colorado (written to the Department of Revenue) for the Temporary Modification and the form will need to be filled out again, submitted, and remitted to the City with a \$150 check (written to the Department of Revenue) to end the Temporary Modification. There is no fee for the City of Salida.

Private Parking Lots

A maximum of fifty percent (50%) or half of existing private parking lots may be utilized for a restaurant patio extension for a currently-permitted restaurant, subject to the written approval of the owner of the parking lot.

Public Sidewalks

A clear travel path of five feet (5') in width and meeting Americans with Disabilities Act (ADA) accessible path requirements must be maintained and is subject to a revocable license agreement approved by the City. The business owner must provide the City an ADA plan if they wish to close or alter a sidewalk space.

Public Streets

Expansion into public streets and rights-of-way shall be at the sole discretion of the City, subject to any additional terms deemed necessary. Use of public streets shall only occur where streets are restricted to pedestrian traffic only for an entire block. The City will pre-determine four (4) areas, two (2) on each block, as sites for a City-installed pergola with seating. The City will work with adjacent business owners to minimize encroachment into outdoor space being utilized by that business.

A clear travel path of six feet (6') in width must be maintained along the center of the street, three feet (3') on each side of the street centerline. The City will put up metal fencing or other temporary means to

delineate between the business expansion space and the six-foot clear travel path. Bicycles, skateboards, scooters and similar devices must be walked or carried in any area where vehicle traffic is not allowed. In addition to no physical objects, no performance will be allowed to encroach into this travel path.

The remaining area, extending from the curb to within three feet (3') from the centerline of the public street, at a width equal to the street frontage of the individual physical business, shall be available for expansion by that individual business. A business must have a plan for security (including overnight), trash maintenance and removal, and rehabilitation for any damage or mess that may occur.

Public Parking Spaces

For businesses in the Downtown C-2 district on streets that are not closed to vehicle traffic, the use of the existing public parking spaces adjacent to and in front of the business may be used with the exception of State Highway right-of-way (similar to the City's existing program for patio spaces). In order to use public parking spaces, the business must complete the TOE application with required attachments. In addition, the business must provide a safety plan for patrons utilizing this space, including barriers and fencing, protection from vehicles by physical means, security (including overnight), trash maintenance and removal, and rehabilitation for any damage or mess that may occur due to business activity. The City may have barriers and fencing available for the business if needed.

Temporary Structures and Fences

Any proposed structure or fence shall be secured utilizing weights. Anchors involving drilling or fastening to the roadway infrastructure shall be reviewed on a case-by-case basis.

- Small Tents (<400 s.f.): Small tents of 400 square feet or less are permitted on a temporary basis. Where tents are proposed, the City encourages the use of tents having a total area of 400 square feet or less to streamline review and approval.
- Large Tents (>400 s.f.): Tents that are larger than 400 square feet are subject to additional building and fire code requirements, greater submittal requirements, and a review process that is more extensive than that used for small tents less than 400 square feet in area.
- Temporary Fences: Fences of a temporary nature with a maximum height of six feet (6') may be installed in connection with a patio extension, subject to the written approval of the property owner. All fencing, if installed, shall meet building and fire code access requirements, including for egress.

Temporary Lighting

Lighting of a temporary nature may be permitted in connection with a patio extension, subject to City approval and in compliance with the Salida Municipal Code's dark sky provisions.

Hours of Operation

Temporary patio extensions and all activities authorized under this Resolution are required to close or cease by 10:00 p.m.

Music, Performance Art, and Outdoor Entertainment

Businesses may host live performances including but not limited to musicians, artists, buskers, and speakers as well as outdoor games and entertainment outside of their business. A business must obtain an amplified sound permit from the City for any amplified sound over 65 dB. In no case can the activity or performance area, or audience, encroach upon the six-foot (6') clear travel path down the center of the street, the five-foot (5') clear travel path required on the sidewalks, or any ADA designated paths or appurtenances.

Required Approval and Permits:

In order to take advantage of this program, the business owner will have to use the Administrative Review of Temporary Outdoor Expansion application form and provide the City with the following:

- Applicants must file a signed Revocable License for Use of Public Right Of Way or Public Place.

- A conceptual site plan of the proposed expansion area showing existing and proposed features, such as buildings, fences, roads, alleys, sidewalks and parking lots which are relevant to the application. The business must provide the City an ADA accessibility plan for their space.
- For Businesses with an Approved Liquor License: In addition to the conceptual site plan, the plan must include information related to access to and egress from the patio by both patrons and staff; a layout of tables, chairs, and serving stations; spacing required for social distancing; and sanitation plans and programs.

For Food Trucks and Mobile Vendors

Businesses along the F Street closure may have a food truck or mobile food vending operation in their allocated outdoor area. However the business owner or property owner must own and operate the food truck or mobile food vending operation. The business must provide a plan for their food truck, cart, etc. which would include hook-ups for power and water as well as whether the food truck, cart, etc. would be able to remain in place for the duration of the F Street closure. Only smaller equipment that can be moved by hand will be allowed to be removed on a regular basis. Generators will not be allowed. Power must be sourced from the adjacent business, and power cords must have appropriate ADA compliant coverings. All food vendors must have required Health Department permits.

These measures are subject to change at the sole discretion of the City of Salida and may be terminated at any time.

Regulation 47-302. Changing, Altering, or Modifying Licensed Premises.

Basis and Purpose. The statutory authority for this regulation includes, but is not limited to, subsections 44-3-202(1)(b), 44-3-202(2)(a)(I)(A), and 44-3-202(2)(a)(I)(D), C.R.S. The purpose of this regulation is to establish procedures for a licensee seeking to make material or substantial alterations to the licensed premises, and provide factors the licensing authority must consider when evaluating such alterations for approval or rejection.

- A. After issuance of a license, the licensee shall make no physical change, alteration or modification of the licensed premises that materially or substantially alters the licensed premises or the usage of the licensed premises from the latest approved plans and specifications on file with the state and local licensing authorities without application to, and the approval of, the respective licensing authorities.

For purposes of this regulation, physical changes, alterations or modifications of the licensed premises, or in the usage of the premises requiring prior approval, shall include, but not be limited to, the following:

1. Any increase or decrease in the total size or capacity of the licensed premises.
2. The sealing off, creation of or relocation of a common entryway, doorway, passage or other such means of public ingress and/or egress, when such common entryway, doorway or passage alters or changes the sale or distribution of alcohol beverages within the licensed premises.
3. Any substantial or material enlargement of a bar, relocation of a bar, or addition of a separate bar. However, the temporary addition of bars or service areas to accommodate seasonal operations shall not require prior approval unless the additional service areas are accompanied by an enlargement of the licensed premises.
4. A temporary outside service area located on a sidewalk owned by a municipality, and that the licensee possesses in accordance with subsection (B)(2) of this regulation, may be approved by the state and local licensing authorities upon the annual filing of a temporary modification of premises application, due at the time of initial application or at the time of renewal, on a form approved by the State Licensing Authority, and payment of the associated fee as set forth in Regulation 47-506, provided that:
 - a. the proposed temporary outside service area located on a sidewalk is immediately adjacent to the licensed premises;
 - b. The licensed premises, as temporarily modified, will comprise a definite contiguous area; and
 - c. Plans and specifications identifying the temporary outside service area located on a sidewalk accompany the form and fee.

5. Any material change in the interior of the premises that would affect the basic character of the premises or the physical structure detailed in the latest approved plans and specifications on file with the state and local licensing authorities. However, the following types of modifications will not require prior approval, even if a local building permit is required: painting and redecorating of premises; the installation or replacement of electric fixtures or equipment, plumbing, refrigeration, air conditioning or heating fixtures and equipment; the lowering of ceilings; the installation and replacement of floor coverings; the replacement of furniture and equipment; and any non-structural remodeling where the remodel does not expand or reduce the existing area designed for the display or sale of alcohol beverage products.
 6. The destruction or demolition, and subsequent reconstruction, of a building that contained the retailer's licensed premises shall require the filing of new building plans with the local licensing authority, or in the case of manufacturers and wholesalers, with the state licensing authority. However, reconstruction shall not require an application to modify the premises unless the proposed plan for the newly-constructed premises materially or substantially alters the licensed premises or the usage of the licensed premises from the plans and specifications detailed in the latest approved plans and specifications on file with the state and local licensing authorities.
 7. Nothing herein shall prohibit a licensee, who is otherwise not eligible for an optional premises permit or optional premises license, from modifying its licensed premises to include in the licensed premises a public thoroughfare, if the following conditions are met:
 - a. The licensee has been granted an easement for the public thoroughfare for the purpose of transporting alcohol beverages.
 - b. The public thoroughfare is authorized solely for pedestrian and non-motorized traffic.
 - c. The inclusion of the public thoroughfare is solely for the purpose of transporting alcohol beverages between licensed areas, and no sale or consumption will occur on or within the public thoroughfare.
 - d. Any other conditions as established by the local licensing authority.
 8. The addition of a noncontiguous location to the licensed premises of a winery licensed pursuant to sections 44-3-402 or 44-3-403, C.R.S.
 9. Modification of the licensed premises to include a communal outdoor dining area, subject to the requirements of section 44-3-912, C.R.S., and Regulation 47-1103.
- B. In making its decision with respect to any proposed changes, alterations or modifications, the licensing authority must consider whether the premises, as changed, altered or modified, will meet all of the pertinent requirements of the Colorado Liquor or Beer Codes and related regulations. Factors to be taken into account by the licensing authority shall include, but not be limited to, the following:
1. The reasonable requirements of the neighborhood and the desires of the adult inhabitants.
 2. The possession, by the licensee, of the changed premises by ownership, lease, rental or other arrangement.
 3. Compliance with the applicable zoning laws of the municipality, city and county or county.

4. Compliance with the distance prohibition in regard to any public or parochial school or the principal campus of any college, university, or seminary.
 5. The legislative declaration that the Colorado Liquor and Beer Codes are an exercise of the police powers of the state for the protection of the economic and social welfare and the health, peace, and morals of the people of this state.
- C. If permission to change, alter or modify the licensed premises is denied, the licensing authority shall give notice in writing and shall state grounds upon which the application was denied. The licensee shall be entitled to a hearing on the denial if a request in writing is made to the licensing authority within fifteen (15) days after the date of notice.
- D. This regulation shall be applicable to the holder of a manufacturer's license as specifically defined in Section 44-3-402, C.R.S., or a limited winery defined in section 44-3-403, C.R.S., only if the physical change, alteration, or modification involves any increase or decrease in the total size of the licensed premises, including the addition of a noncontiguous location to the licensed premises of a winery licensed pursuant to sections 44-3-402 or 44-3-403, C.R.S. Except, any change, alteration, or modification of a sales room, shall be reported in accordance with subsection (A).
- E. The state licensing authority shall not impose any additional fees for the processing or review of an application for a modification of premises for the holder of a manufacturer's license, except for applications to modify the premises through the addition of a noncontiguous location to the licensed premises of a winery licensed pursuant to sections 44-3-402 or 44-3-403, C.R.S.
- F. Due to public health concerns raised by the presence COVID-19 in Colorado, a licensee may apply to temporarily modify its licensed premises to facilitate social distancing by employees and customers and to facilitate compliance with the requirements of applicable public health orders (See Regulation 47-1102).
1. If permitted by the relevant local licensing authority, the temporary premises modification may include expansion of the licensed premises into outside areas that the licensee possesses in accordance with subsection (B)(2) of this regulation, provided that:
 - a. Any outside area proposed to be included in the licensed premises, as temporarily modified, is contiguous or adjacent to the licensed premises and appropriately monitored by the licensee;
 - b. The licensed premises, as temporarily modified, will comprise a definite contiguous area;
 - c. The licensee will designate the boundaries of the licensed premises, as temporarily modified, using barriers approved by the local licensing authority and state licensing authority and post warning signs in areas visible to the public, including all points of ingress and egress, regarding laws against public consumption of alcohol beverages;
 - d. The licensed premises, as temporarily modified, will not encroach upon or overlap with the licensed premises of any other licensee;
 - e. The licensed premises, as temporarily modified, complies with local building and zoning laws; and
 - f. The licensed premises, as temporarily modified, complies with all other restrictions and requirements imposed by the Colorado Liquor Code and Rules.

2. A temporary modification of a licensed premises pursuant to this paragraph (F) may be approved by the state and local licensing authorities after the filing of a temporary modification of premises application on a form approved by the State Licensing Authority, including plans and specifications of the licensed premises, as temporarily modified, and a one-time payment of the modification of licensed premises fee set forth in Regulation 47-506.
3. Any temporary modification approved pursuant to this paragraph (F) shall expire on May 31, 2022, unless the relevant local licensing authority imposes an earlier expiration date. A licensee is not required to pay an additional modification of licensed premises fee or obtain approval to remove a temporary modification to the licensed premises upon expiration of this paragraph (F).
4. Nothing in this regulation requires a local licensing authority to allow temporary premises modifications in response to COVID-19. A local licensing authority that allows temporary premises modifications may establish an earlier expiration date for any temporary modifications issued in the relevant jurisdiction and may establish additional requirements for temporary modifications that are at least as restrictive as the requirements in this paragraph (F).
5. This subsection (F) is effective until May 31, 2022 and is repealed effective June 1, 2022.

Regulation 47-303. License Renewal.

Basis and Purpose. The statutory authority for this regulation includes, but is not limited to, subsections 44-3-202(1)(b), 44-3-202(2)(a)(I)(C), 44-3-202(2)(a)(I)(D), 44-3-202(2)(a)(I)(R), 44-3-302, 44-3-501, and 44-4-105, C.R.S. The purpose of this regulation is to clarify and establish procedures and deadlines for a licensee that is applying to renew its license in accordance with section 44-3-302, C.R.S.

- A. No one other than the license holder, or their duly-authorized representative, may file an application to renew the license with local and state licensing authorities.
- B. At least ninety (90) days before the expiration date of an existing license, the State Licensing Authority shall notify the licensee of the expiration date by sending notice to the most recently provided email address and/or mailing address for the licensee.
- C. A complete renewal application shall include evidence that the licensee remains in possession of the licensed premises by ownership, lease, rental, or other arrangement at the time of application. An agreement that may lapse within the new license year neither automatically disqualifies the licensee from renewing, nor automatically invalidates the license. However, this provision does not preclude the state or local licensing authority from initiating any action as provided by law to suspend or revoke a license for loss of possession of the licensed premises.
- D. Nothing herein authorizes a licensee to purchase, sell, or serve alcohol beverages with an expired license, except as authorized in subparagraphs E, F(2), and G(3) of this regulation. Licensed privileges are not restored until and unless the applicable requirements of subparagraph F(2) and/or G(3) of this regulation are met.
- E. Application for the renewal of an existing license shall be made to the local licensing authority not less than forty-five (45) days prior to the date of expiration and to the state licensing authority not less than thirty (30) days prior to the date of expiration. The state or local licensing authority may waive these requirements for good cause. Once an application for renewal has been filed with the local licensing authority, or the state licensing authority for state only licenses, the licensee may continue to operate until final agency action.



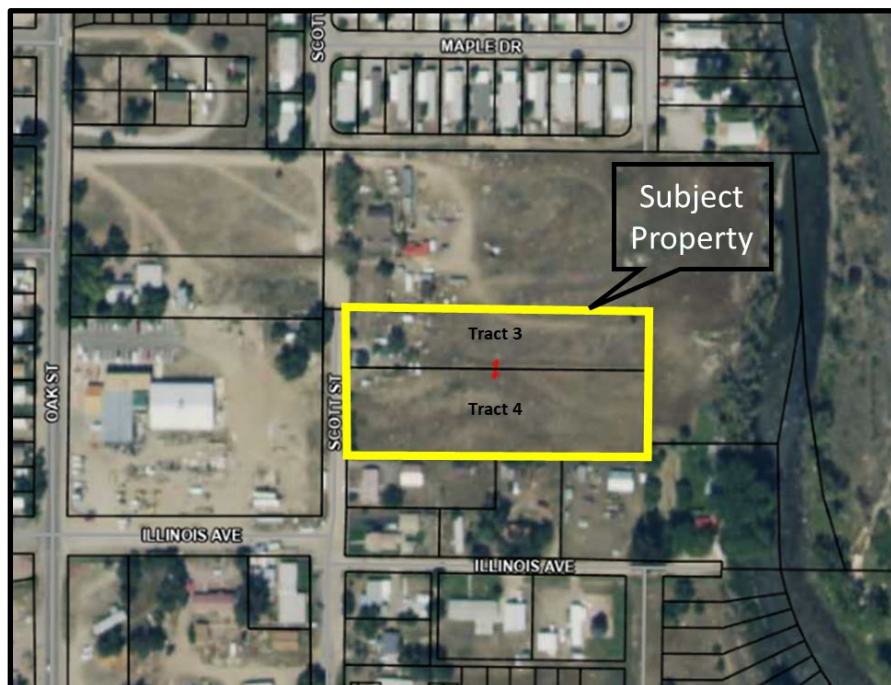
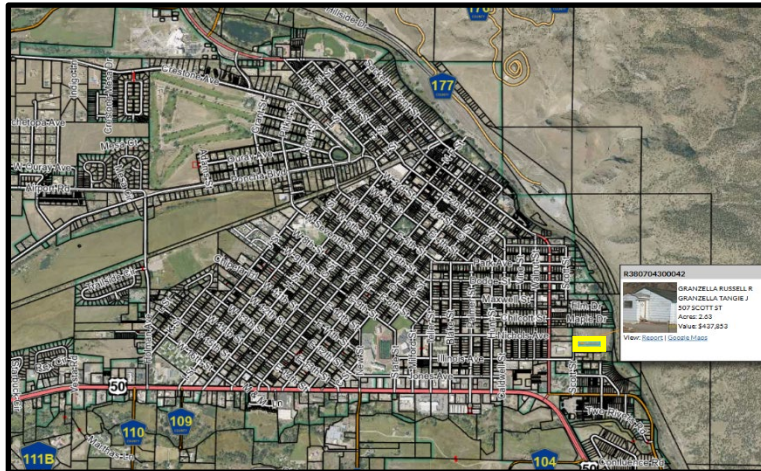
CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Bill Almquist - Community Development Director	April 15, 2025

ITEM

Resolution 2025-15: A Resolution of the City Council of the City of Salida, Colorado, Authorizing the Purchase of Real Property and Approving a Contract to Buy and Sell Real Estate

SUBJECT PROPERTY LOCATION





CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Bill Almquist - Community Development Director	April 15, 2025

BACKGROUND

In fall of 2023, the City of Salida applied for a match-free grant via the Proposition 123 Land Banking Program administered by the Colorado Housing and Finance Authority in order to purchase the 1.6-acre Tract 4 of the subject property shown above to be used for future affordable senior living facilities. As a Proposition 123 “committed jurisdiction” the City is eligible for such funds, and housing for our low-income senior population has been identified as a priority. The property is located in an excellent location for both residential and park uses—within close distance to downtown and surrounded by a mix of other residential and commercial uses. In addition to Tract 4, City staff and the owners also discussed the acquisition of the 1.0-acre Tract 3, for a total of 2.6 acres. The addition of Tract 3 would allow for both a better-designed senior living development and a minimum 1-acre neighborhood park, which is lacking in that part of town. The park will provide an excellent amenity for residents of the senior living development as well as for students of the nearby schools and others in the neighborhood.

Following a formal offer and an appraisal, the City submitted the application and, in January 2024, was awarded \$750,000 for the purchase of Tract 4. (Tract 3 was ineligible for the grant due to the fact that it is technically “improved” with a few structures, inc. a former home in poor condition that will all be removed at a later date). The additional \$325,000 budgeted for Tract 3 will come from the Housing Fund. The intention is to build approximately 36-40 lower-income rental apartments, specifically for seniors, through the Low-Income Housing Tax Credit (LIHTC) program which serves households earning between 30% - 60% area median income (AMI) (the grant requires that the project must serve households at 60% AMI and below). The grant also requires that proper zoning and a development plan are applied to the property within a maximum of 5 years and that the project be permitted and funded for development within 10 years.

City staff intends to pursue a development plan and developer for the project sometime in 2025. Such a development, if chosen through LIHTC, should come at little-to-no additional cost to the City. A developer will be chosen via an RFQ or RFP process with the hope of applying for LIHTC funds (applications are generally released annually) sometime in 2026. The park will be developed as funds become available, possibly as early as 2026, though details are still to be determined.

The property is technically outside of City limits and will require annexation, however, the sales agreement stipulates that the City will initiate annexation of the property along with the sellers’ adjacent 5-acre property soon after the sale. The agreement also includes language for public right-



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Bill Almquist - Community Development Director	April 15, 2025

of-way that will be dedicated partly at closing and partly at time of annexation. These dedications will allow access to the properties, and will also provide enhanced rear access to/from the new Fire Station being constructed to the west. Given that the owners have agreed to sell Tract 3 and provide additional dedication in order to allow for the inclusion of a neighborhood park, the sales agreement acknowledges that the future open space requirement for the remaining adjacent property will have been satisfied via the sale.

SUGGESTED MOTION

A council person should make the motion to “approve Resolution 2025-15: A Resolution of the City Council of the City of Salida, Colorado, Authorizing the Purchase of Real Property and Approving a Contract to Buy and Sell Real Estate”

Attachments:

Resolution 2025-15

Purchase and Sales Agreement

Rough Concept Plan for Property

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 15
(Series of 2025)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO
AUTHORIZING THE PURCHASE OF REAL PROPERTY AND APPROVING A
CONTRACT TO BUY AND SELL REAL ESTATE**

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

WHEREAS, the City desires to acquire approximately 2.63 acres of real property comprised of two tracts of land located at 507 Scott Street, Salida, Colorado 81201 (collectively, the “Property”); and

WHEREAS, the Property will be developed so as to provide primarily affordable housing and a minimum one (1) acre public park for the community, both in a part of the City where such uses are desperately needed; and

WHEREAS, the City will use a grant received through the Proposition 123 Land Banking Program, administered by the Colorado Housing and Finance Authority, to fund a portion of the purchase price for the Property; and

WHEREAS, the City Council (“Council”) authorizes the purchase of the Property; and

WHEREAS, the Council likewise approves the execution of the Contract to Buy and Sell Real Estate, attached hereto as Exhibit A, and authorizes the execution of all necessary documents associated with the purchase and closing of the Property.

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

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

Section 2. The Salida City Council hereby authorizes the City to purchase the Property and authorizes the Mayor to sign the Contract to Buy and Sell Real Estate, attached hereto as Exhibit A.

Section 3. The Salida City Council additionally authorizes the Mayor to execute all necessary documents associated with the conveyance and closing of the Property pursuant to the Contract to Buy and Sell Real Estate, attached hereto as Exhibit A.

RESOLVED, APPROVED, AND ADOPTED this 15th day of April, 2025.

CITY OF SALIDA

By: _____
Dan Shore, Mayor

[SEAL]

ATTEST: _____
Kristi Jefferson, City Clerk

Exhibit A
Contract to Buy and Sell Real Estate
See Attached

CONTRACT TO BUY AND SELL REAL ESTATE

PARTIES AND PROPERTY.

Buyer: **City of Salida, Colorado**, a statutory municipal corporation
448 E. First Street
Salida, CO 81201

Sellers: **Russell R. Granzella**
Tangie J. Granzella
P.O. Box 75
Salida, CO 81201

Whereas, Buyer desires to acquire Property to develop senior living housing units through LIHTC grant funds for the community, parking for the development, and other related uses including an approximately 1-acre public park; and,

Whereas, Sellers desire to sell two (2) tracts of Property on Scott Street, Salida in Unincorporated Chaffee County to Buyer; and,

Whereas, Buyer desires to purchase said Property; and,

Whereas, Parties also desire to memorialize the Sellers' covenant to: (1) dedicate a portion of nearby property to extend the Scott Street right-of-way; (2) dedicate a 70-foot right-of-way adjacent to the Tract 3 and Tract 4 of Property to be improved primarily by the City for the future East Nichols Road; (3) dedicate a 40-foot strip of land immediately east of Tract 3 and Tract 4 to be included in a future right-of-way extension of River Road; and (4) convey a 15-foot wide drainage easement from near the SE corner of Tract 4 of the Property to Arkansas River that future developments will be able to utilize for drainage, which covenants shall survive closing; and,

Whereas, City Council has authorized the purchase of said Property pursuant to Resolution 2025- on , 2025.

Now, Therefore, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

Buyer agrees to buy and Sellers agree to sell, contingent upon the terms and conditions set forth in this Contract, approximately 1.05 acres of improved real property in the County of Chaffee, State of Colorado as further described as Tract 3 in "Exhibit A," and approximately 1.58 acres of unimproved real property in the County of Chaffee, State of Colorado as further described as Tract 4 in "Exhibit B," both attached hereto and incorporated herein and collectively referred to as the "Property."

Sellers also agree to the three dedications and one conveyance as provided herein, and as further described in “Exhibit C,” “Exhibit D,” “Exhibit E” and “Exhibit F,” attached hereto and incorporated herein.

TOGETHER, with all interest of the Sellers in all applicable vacated streets and alleys adjacent thereto, all applicable easements and appurtenances thereto, all improvements thereon and all attached fixtures thereto, except as herein excluded (collectively referred to hereinafter as the “Property”).

1. CONTINGENCIES: Parties acknowledge and agree that the entirety of this Contract shall be void and without effect unless and until the successful completion of the following:

(a) Buyer shall have thirty (30) days from the execution of this Contract for a due diligence period, or such shorter period of time as the parties may mutually agree, in which Buyer may, without limitation, accept clear title and prepare/conduct any feasibility analysis for Buyer’s intended use of the property.

(b) In the event that clear title or any other due diligence conducted by Buyer are unacceptable to Buyer, in the sole subjective discretion of the Buyer, then Buyer shall have the right to terminate this Contract by delivering written notice to Seller not later than the due diligence period contemplated in 1(a) above. In the event that Buyer terminates the Contract pursuant to this subparagraph, all payments and things of value received hereunder, including Earnest Money, shall be returned in accordance with Paragraph 17 and the parties shall be relieved of any further obligations hereunder.

(c) The Parties acknowledge that Buyer is seeking to obtain a grant for purposes of funding the purchase of Tract 4 under this Contract (the “Grant”). In connection with the Grant process, the Colorado Housing and Finance Authority (the “Authority”) will require an Environmental Transaction Screen (at Buyer’s expense) of the Property and may require a Phase I environmental report for the Property (at Buyer’s expense) (collectively, the “Environmental Assessments”). Based on the foregoing, and notwithstanding anything to the contrary set forth in this Contract, if the time to obtain the Environmental Assessments extends beyond the due diligence period set forth in Section 1(a) above, then it is agreed that the due diligence period shall be extended for a period of five (5) business days following Buyer’s receipt of the Environmental Assessments. During such five (5) business day extension of the due diligence period, Buyer shall have all of the rights set forth in Section 1(b) above.

2. INCLUSIONS / EXCLUSIONS. Sellers certify that the Property includes miscellaneous structures, and therefore, the Purchase Price includes the following items:

(a) if attached to the Property on the date of this Contract: miscellaneous structures, fences, and any ancillary improvements, except as noted in Paragraph 21(m), which items will be removed by Sellers on or before May 30, 2025.

(b) if on the Property whether attached or not on the date of this Contract: Personal Property belonging to Sellers on the Property shall be excluded; specifically, one walk-in freezer currently located on Tract 3 of the Property, to be removed by the Sellers no later than May 30, 2025.

(c) **Water Rights.** Sellers cannot guarantee any surface water rights or seepage rights.

(d) the well located on the Property. Sellers agree to supply information to Buyer about the well. The Well Permit # is 268923.

(e) **Environmental Studies.** A phase I was not conducted on the property when it was purchased by seller. The Buyer may at its own cost cause a phase I environmental report to be prepared.

The above-described included items (Inclusions) are to be conveyed to Buyer by Sellers by bill of sale, Warranty Deed or other applicable legal instrument(s) at the Closing, free and clear of all taxes, liens and encumbrances. The following items are excluded from this sale: Those items set forth in Paragraph 21(m) of this Contract shall be removed from the Property by Sellers on or before May 30, 2025.

3. PURCHASE PRICE AND TERMS. The Purchase Price shall be Seven Hundred Fifty Thousand Dollars (\$750,000.00) for Tract 4, and Three Hundred Twenty-Five Thousand Dollars (\$325,000.00) for Tract 3, for a total of One Million Seventy-Five Thousand Dollars (\$1,075,000.00), payable in U.S. dollars by Buyer as follows:

(a) **Earnest Money.** Earnest money of Fifty Thousand Dollars (\$50,000) shall be required by the Buyer upon the signing of this Contract, to be credited to the total purchase price at Closing.

(b) **Consideration at Closing.** One Million Twenty-Five Thousand Dollars (\$1,025,000) shall be due at Closing, which may consist of cash, electronic transfer funds, certified check, or Cashier's Check (Good Funds), as agreed upon by the Parties.

4. COST OF APPRAISAL. The Buyer may request an appraisal and/or a survey of the Property. The cost of any appraisal or survey to be obtained after the date of this Contract shall be ordered and timely paid by the Buyer. Sellers shall provide Buyer any previously obtained appraisals or surveys in the possession of Sellers.

5. NOT ASSIGNABLE. This Contract shall not be assignable by either party without prior written consent of both parties. Except as so restricted, this Contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.

6. EVIDENCE OF TITLE. Buyer will obtain, at Buyer's expense, a current commitment for Owner's Title Insurance Policy in an amount equal to the Purchase Price within thirty (30) days from the execution of this Contract (Title Deadline). Sellers shall also deliver to Buyer any Abstract(s) of Title in their possession, certified to the last date of any previous certification. The Title Insurance Commitment, together with any copies or abstracts of instruments furnished pursuant to this Section, constitutes the title documents (Title Documents). Buyer, or Buyer's designee, must request Sellers, in writing, to furnish copies or abstracts of instruments in their possession listed in the Schedule of Exceptions no later than ten (10) calendar days after Title Deadline.

7. TITLE.

(a) Title Review. Buyer shall have the right to inspect the Title Documents. Written notice by Buyer of unmerchantability of title or of any other unsatisfactory title condition shown by the Title Documents shall be signed by or on behalf of Buyer and given to Sellers on or before ten (10) calendar days after Buyer's receipt of the Title Insurance Commitment, or within five (5) calendar days after receipt by Buyer of any Title Document(s) or endorsement(s) adding new Exception(s) to the Title Commitment together with a copy of the Title Document adding new Exception(s) to title. If Sellers do not receive Buyer's notice by the date(s) specified above, Buyer accepts the condition of title as disclosed by the Title Documents as satisfactory.

(b) Matters Not Shown by the Public Records. Sellers shall deliver to Buyer, on or before the Title Deadline set forth in Section 6, true copies of all lease(s) and survey(s) in Sellers' possession pertaining to the Property and shall disclose to Buyer all easements, liens or other title matters not shown by the public records of which Sellers have actual knowledge. Buyer shall have the right to inspect the Property to determine if any third party(s) has any right in the Property not shown by the public records (such as an unrecorded easement, unrecorded lease, or boundary line discrepancy). Written notice of any unsatisfactory condition(s) disclosed by Sellers or revealed by such inspection shall be signed by or on behalf of Buyer and given to Sellers on or before Buyer acquires the property. If Sellers do not receive Buyer's notice by said date, Buyer accepts title subject to such rights, if any, of third parties of which Buyer has actual knowledge.

(c) Right to Cure. If Sellers receive notice of unmerchantability of title or any other unsatisfactory title condition(s) as provided in subsection (a) or (b) above, Sellers shall use reasonable effort to correct said unsatisfactory title condition(s) prior to the date of closing. If Sellers fail to correct said unsatisfactory title condition(s) on or before the

date of closing, this Contract shall then terminate; provided, however, Buyer may, by written notice received by Sellers, on or before closing, waive objection to said unsatisfactory title condition(s).

8. INSPECTION. Buyer or any designee shall have the right to have inspection(s) of the physical condition of the Property and Inclusions, at Buyer's expense. If written notice of any unsatisfactory condition, signed by or on behalf of Buyer, is not received by Sellers on or before thirty (30) days after execution of this Contract (Objection Deadline), the physical condition of the Property and Inclusions shall be deemed to be satisfactory to Buyer. If such notice is received by Sellers as set forth above, and if Buyer and Sellers have not agreed, in writing, to a settlement thereof on or before five (5) days after Sellers' Receipt of the Objection from Buyer (Resolution Deadline), this Contract shall terminate three (3) calendar days following Resolution Deadline; unless, within the three (3) calendar days, Sellers receive written notice from Buyer waiving objection to any unsatisfactory condition. Buyer is responsible for and shall pay for any damage which occurs to the Property and Inclusions as a result of such inspection.

9. DATE OF CLOSING.

(a) The date of closing shall be within forty (40) days following execution of this Contract, or by mutual agreement at an earlier or later date. The location of the closing shall be at Central Colorado Title & Escrow, 129 E. Hwy 50, Salida, Colorado 81201.

(b) Notwithstanding anything to the contrary set forth in this Contract, the obligation of Buyer to consummate the transactions contemplated by this Contract are subject to the closing of the Grant, prior to or contemporaneously with the closing of the transactions set forth in this Contract. If the Grant does not close prior to or contemporaneously with the closing of the transactions set forth in this Contract, Buyer may terminate this Contract. In the event Buyer terminates the Contract pursuant to this subparagraph, all payments and things of value received hereunder, including Earnest Money, shall be returned in accordance with Paragraph 17 and the Parties shall be relieved of any further obligations hereunder.

10. TRANSFER OF TITLE. Subject to the terms of payment at, and after, Closing, as required and specified herein, and compliance by Buyer with the other terms and provisions hereof, Sellers shall execute and deliver a good and sufficient Warranty Deed to Buyer, on Closing, conveying the Property free and clear of all taxes, liens and encumbrances. Further, title shall be conveyed free and clear of all liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not; except: (i) distribution utility easements (including cable TV); (ii) those matters reflected by the Title Documents accepted by Buyer in accordance with subsection 7(a); (iii) those rights, if any, of third parties in the Property not shown by the public records in accordance with subsection 7(b); and (iv) subject to building and zoning regulations.

11. PAYMENT OF ENCUMBRANCES. Any encumbrance required to be paid by Sellers shall be paid at or before closing from the proceeds of this transaction or from any other source.

12. CLOSING COSTS, DOCUMENTS AND SERVICES. Buyer and Sellers shall pay their respective closing costs and all other items required to be paid at closing. Buyer and Sellers shall sign and complete all customary or required documents at or before closing. Fees for real estate closing services shall be paid at closing by Sellers (1/2) and Buyer (1/2).

13. PRORATIONS. Buyer shall be solely responsible for and shall pay all of the general property taxes that accrue on and after the date of closing, and that are due in the subsequent year, after the date the property is added from the tax rolls by the Chaffee County Assessor. The rental amounts that have accrued to the date of Closing under the Lease (hereafter defined) shall be prorated between the Sellers and Buyer as of the day of Closing. Further, at Closing, Sellers will transfer or credit to Buyer the security deposit for the Lease assigned and notify all tenants in writing of such transfer.

14. POSSESSION. Possession of the Property shall be delivered to Buyer immediately upon Closing. In addition, and at Closing, Sellers shall assign to Buyer, if applicable, that certain Lease Agreement for Commercial Property dated July 1, 2021 between the Sellers and G&G Wild Game Processing (the "Lease"). Sellers state that the Lease to be assigned to Buyer at the time of Closing does not contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer. Sellers will not amend, alter, modify, extend or cancel the Lease nor will Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed. Sellers must obtain and deliver to Buyer within fifteen (15) days following the execution of this Contract, a statement in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease stating: (1) The commencement date of the Lease and the scheduled termination date of the Lease; (2) That said Lease is in full force and effect and that there have been no subsequent modifications or amendments; (3) The amount of any advance rentals paid, rent concessions given, and deposits paid to Sellers; (4) The amount of monthly (or other applicable period) rental paid to Sellers; (5) That there is no default under the terms of said Lease by landlord or occupant; and (6) That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease demising the premises it describes.

15. CONDITION OF AND DAMAGE TO PROPERTY. Except as otherwise provided in this Contract, the Property and Inclusions shall be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted. Since it is the intent and understanding between the Buyer and Sellers that all structures on the "Property" are to be demolished after closing and after May 30, 2025, any damage in any form to any structures shall not require repair or replacement or reflect any changes to values agreed upon.

16. TIME OF ESSENCE / REMEDIES. Time is of the essence hereof. If any note or check received as the Earnest Money Deposit hereunder or any other payment due hereunder is not paid, honored or tendered when due, or if any other obligation hereunder is not performed or waived as herein provided, there shall be the following remedies:

(a) IF BUYER IS IN DEFAULT: Sellers may elect to treat this Contract as cancelled, in which case all payments and things of value received hereunder shall be forfeited and retained on behalf of Sellers, and Sellers may recover such damages as may be proper, or Sellers may elect to treat this Contract as being in full force and effect and Sellers shall have the right to specific performance or damages, or both.

(b) IF SELLERS ARE IN DEFAULT: Buyer may elect to treat this Contract as cancelled, in which case all payments and things of value received hereunder, including Earnest Money, shall be returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this Contract as being in full force and effect and Buyer shall have the right to specific performance or damages, or both. Buyer shall not have any recovery rights to any costs incurred before contract signing date.

(c) COSTS AND EXPENSES: Anything to the contrary herein notwithstanding, in the event of any litigation arising out of this Contract, the court shall award to the prevailing party all reasonable costs and expenses, including attorney fees.

17. TERMINATION. In the event this Contract is terminated at or before closing, all payments and things of value received hereunder shall be returned and the parties shall be relieved of all obligations hereunder, subject to Section 16.

18. MODIFICATION OF THIS CONTRACT. No subsequent modification of any of the terms of this Contract shall be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties.

19. ENTIRE AGREEMENT. This Contract constitutes the entire contact between the parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract.

20. NOTICE OF ACCEPTANCE; COUNTERPARTS. If accepted, this document shall become a contract between Sellers and Buyer. A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between the parties.

21. COVENANTS SURVIVING CLOSING. Upon Closing of this contract, the following covenants shall be enforceable until conditions surrounding the covenants are met. Failure to enforce any provision contained herein shall not be considered a waiver of that provision or any other provision contained herein.

- a. Sellers shall remove the walk-in freezer from Tract 3 of the Property no later than May 30, 2025. Buyer permits Sellers, and their lawful agents, representatives, and designees, to enter and access the Property as needed to utilize and subsequently remove the walk-in freezer, the items listed in paragraph 21(m) of this Contract, and any and all Personal Property on the Property on or before May 30, 2025. Sellers hereby agree to carry and maintain liability insurance on the Property and to pay for all applicable utilities regarding or related to any improvements on the Property through May 30, 2025.
- b. Sellers agree to dedicate a portion of nearby property (approximately 39 feet) to extend the Scott Street right-of-way, as will be described in "Exhibit C" to be attached hereto on or before Closing, and with such dedication to run with the land, and be recorded. Such dedication shall be made at Closing by deed from Sellers to Buyer. This dedication replaces and eliminates any and all current easement boundaries on Sellers' side of Scott Street.
- c. Buyer agrees to coordinate and take lead on improvements to Scott Street from Illinois Avenue to East Nichols Road, including intersection improvements, which Buyer deems necessary, and which may include, for City street design, improvement to, opening of, completion of, utility work requirements, and to be financially responsible for this City Street development work done. The Buyer anticipates that these improvements will be completed by December 31, 2028.
- d. Sellers agree to dedicate a 70-foot right-of-way adjacent to Tract 3 and Tract 4 of the Property to be improved by the City for the future East Nichols Road, as will be described in "Exhibit D" to be attached hereto on or before Closing, and with such dedication to run with the land, and be recorded. Such dedication shall be made at the time of annexation by deed from Sellers to Buyer.
- e. Buyer agrees to build the future East Nichols Road as part of future senior living project or residential type project, with exceptions to required curb, gutter, and sidewalks on the north side of said road.
- f. Sellers and their successors and assigns agree to provide cost reimbursements to Buyer for utility installation (water and sewer) within East Nichols Road to be further detailed in an Annexation Agreement; provided, however, Sellers' obligation for such cost reimbursements shall not exceed fifty percent (50%). Should Sellers make the aforementioned utility installations (water and sewer) within East Nichols Road to be further detailed in an Annexation Agreement, Buyer shall reimburse Sellers for such cost at the time Buyer completes its development; provided, however, Buyer's obligation for such cost reimbursement shall not exceed fifty percent (50%). Notwithstanding the foregoing, the aforementioned cost reimbursement obligations shall expire ten (10) years following recordation of the aforementioned Annexation Agreement with the Chaffee County Clerk and Recorder in accordance with applicable law.
- g. Buyer further agrees that the 70-foot right-of-way dedication as will be described in "Exhibit D" to be attached hereto on or before Closing, will satisfy the Sellers' future open space requirements related to the development of Sellers' remaining adjacent property. This Exhibit D dedication shall not be for public use until Buyer's project(s) for Tract 3 and/or Tract 4 begin normal approved construction development or, until Sellers begin a development project on Sellers' remaining adjacent property.
- h. Sellers agree to dedicate a minimum 40-foot strip of land immediately east of Tract 3 and Tract 4 to be included in a future right-of-way extension of River Road to 1040 Illinois

Avenue (to serve as a future connection to Treat Lane), as generally described in red on "Exhibit E" attached hereto, and with such dedication to run with the land, and be recorded. Such dedication shall be made at the time of annexation by deed from Sellers to Buyer.

- i. Sellers agree to convey a 15-foot-wide drainage easement from near the SE corner of Tract 4 of the Property to Arkansas River that future developments will be able to utilize for drainage, as will be described in "Exhibit F" to be attached hereto on or before Closing, and with such conveyance to run with the land, and be recorded. Such conveyance shall be made at the time of annexation by Sellers executing an easement agreement. This 15-foot-wide easement will not be for general public use or recreation and is the responsibility of the Buyer to secure the safety of the easement.
- j. Buyer agrees to pay for the application, surveying, and platting fees and costs relating to the annexation and zoning of Tracts 3 and 4, the application, surveying, and platting fees and costs relating to the annexation and zoning of Sellers' remaining adjacent property (not including Seller's subdivision), and the application, surveying, and platting fees and costs for recording the dedications and conveyance described in "Exhibit C," "Exhibit D," "Exhibit E" and "Exhibit F," respectively.
- k. Buyer acknowledges that the fence south of Tract 4 is not on the property line but rather 8 to 10 feet south of the property line. It is the Buyer's responsibility to locate this property line and accept its results.
- l. For the safety of Buyer, it is disclosed that there is a hollow well about 15 to 25 feet deep located under a slab of cement between the 507 Scott Street structure and its front utility building.
- m. The following items will be removed from the Property by Sellers on or before May 30, 2025:
 1. Previously mentioned walk-in freezer.
 2. Railroad ties and fencing surrounding 507 Scott Street
 3. White metal roofing on 507 Scott Street structures.
 4. Stainless Steel Fixtures in 507 Scott Street Structures.
 5. Fixtures used as part of G & G Wild Game Processing business.
 6. White windows in 507 Scott Street Structures.
 7. White Door in front structure at 507 Scott Street.
 8. Steel Building pieces on land (not attached).
 9. Chicken house.
 10. Pile of Road Base material.

22. BROKERS, COMMISSIONS, AND OTHER THIRD-PARTY FEES. Buyer and Sellers shall be responsible for their own respective costs and fees for attorney reviews, brokerage arrangements, agent arrangements, or other commissions as the case may be. Such arrangements shall be handled in separate contracts as this Contract is not intended to create any third party rights.

BUYER: CITY OF SALIDA, COLORADO

By: _____
Dan Shore, Mayor Date

Attest:

By: _____
Kristi Jefferson, City Clerk

SELLERS: RUSSELL AND TANGIE GRANZELLA

By: _____
Russell R. Granzella, Owner Date

By: _____
Tangie J. Granzella, Owner Date

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Russell R. Granzella.

Witness my hand and official seal:

[SEAL]

Notary Public, State of Colorado

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Tangie J. Granzella.

Witness my hand and official seal:

[SEAL]

Notary Public, State of Colorado

EXHIBIT A

LEGAL DESCRIPTION OF TRACT 3

Tract No. 3, per the Lowry/Cooper Boundary Line Adjustment Plat recorded June 16, 2003, as Reception No. 335781, Chaffee County, Colorado

EXHIBIT B

LEGAL DESCRIPTION OF TRACT 4

Tract No. 4, per the Lowry/Cooper Boundary Line Adjustment Plat recorded June 16, 2003, as
Reception No. 335781, Chaffee County, Colorado

EXHIBIT C

LEGAL DESCRIPTION OF DEDICATED ROW ALONG SCOTT STREET

(SEE ATTACHED)



Sheet 1 of 2

EXHIBIT C – TRACT 1
PARCEL A – NON-EXCLUSIVE RIGHT-OF-WAY FOR ROADWAY PURPOSES

A parcel of land lying in the southwest one-quarter (SW1/4) of Section 4, Township 49 North, Range 9 East, of the New Mexico Principal Meridian, County of Chaffee, State of Colorado, being a portion of Tract 1, LOWRY/COOPER BOUNDARY LINE ADJUSTMENT, Chaffee County Records, described as follows:

Beginning at the northwest corner of said Tract 1;

thence S00°04'03"E, 259.00 feet, along the west line of said Tract 1 to the southwest corner thereof;
thence S89°47'00"E, 39.00 feet, along the south line of said Tract 1;
thence N00°04'03"W, 259.00 feet, to the north line of said Tract 1;
thence N89°47'00"W, 39.00 feet, along said north line to the Point of Beginning.

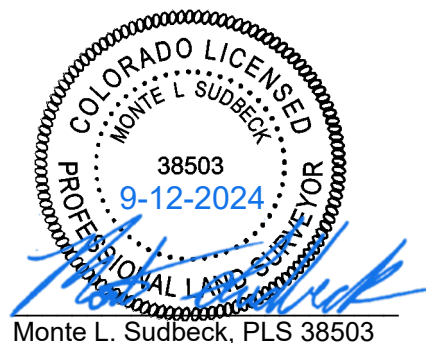
Containing 10,101 square feet (0.23 acres) more or less.

As shown and described on Exhibit A, Sheet 2 of 2, attached hereto and made a part hereof.

For the purpose of this description, bearings are based on said plat of LOWRY/COOPER BOUNDARY LINE ADJUSTMENT.

All lineal distances shown hereon are in U.S. Survey Feet.

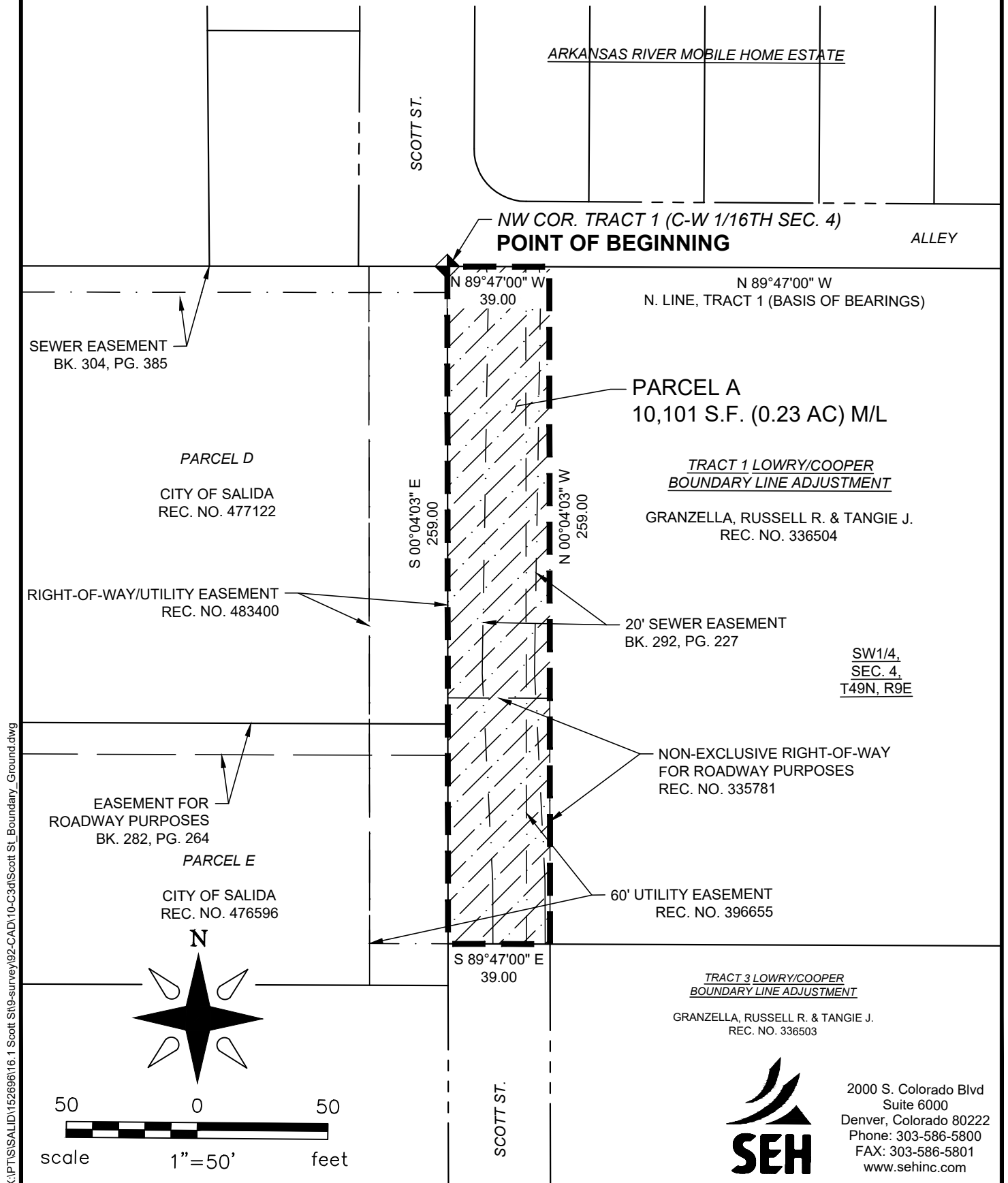
The author of this description is Monte L. Sudbeck, PLS 38503, prepared on behalf of SEH Inc., 2000 S. Colorado Blvd, Suite 6000, Denver, CO 80222, on September 12, 2024, under Job No. 152696-16.1, and is not to be construed as representing a monumented land survey.



Monte L. Sudbeck, PLS 38503

EXHIBIT C - TRACT 1 PARCEL A - NON-EXCLUSIVE RIGHT-OF-WAY FOR ROADWAY PURPOSES

SHEET 2 OF 2



X:\PT\S\SALID\152696\16.1 Scott St\9-survey\02-CAD\10-C3d\Scott St. Boundary. Ground.dwg



2000 S. Colorado Blvd
Suite 6000
Denver, Colorado 80222
Phone: 303-586-5800
FAX: 303-586-5801
www.sehinc.com

EXHIBIT D

LEGAL DESCRIPTION OF DEDICATED ROW, FUTURE EAST NICHOLS ROAD

(SEE ATTACHED)

**LEGAL DESCRIPTION
OF A
RIGHT-OF-WAY**

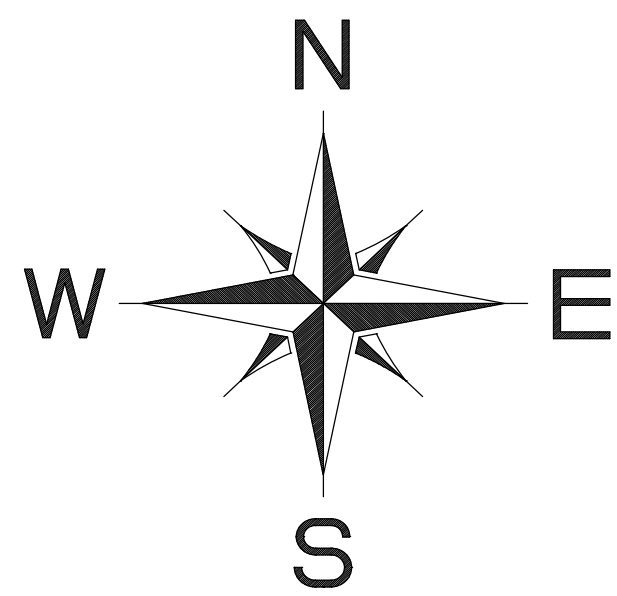
A STRIP OF LAND LOCATED WITHIN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, ALSO BEING WITHIN TRACT 1 OF THE LOWRY/COOPER BOUNDARY LINE ADJUSTMENT AS RECORDED AT RECEPTION NO. 335781, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TRACT 3 OF THE SAID LOWRY/COOPER BOUNDARY LINE ADJUSTMENT, FROM WHENCE THE CENTER QUARTER CORNER OF SAID SECTION 4, BEING MARKED BY A 2 ½" ALUMINUM CAP STAMPED LS 16117, BEARS NORTH 78°41'06" EAST, A DISTANCE OF 1249.31 FEET;
THENCE SOUTH 89°21'39" EAST, ALONG THE NORTH LINE OF SAID TRACT 3, A DISTANCE OF 485.41 FEET TO THE NORTHEAST CORNER OF SAID TRACT 3;
THENCE NORTH 00°57'24" EAST, A DISTANCE OF 70.00 FEET;
THENCE NORTH 89°21'39" WEST, A DISTANCE OF 486.14 FEET TO THE EAST BOUNDARY OF A NON-EXCLUSIVE RIGHT-OF-WAY FOR ROADWAY PURPOSES PER SAID PLAT OF THE LOWRY/COOPER BOUNDARY LINE ADJUSTMENT;
THENCE SOUTH 00°21'20" WEST, ALONG SAID EAST BOUNDARY OF A NON-EXCLUSIVE RIGHT-OF-WAY FOR ROADWAY PURPOSES, A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.78 ACRES

PREPARED BY:





0 30 60 90
SCALE
1" = 30'

GRANZELLA IMPROVEMENT SURVEY PLAT

LOCATED WITHIN THE NORTH HALF OF THE SOUTHWEST
QUARTER OF SECTION 4, TOWNSHIP 49 NORTH, RANGE 9 EAST
OF THE NEW MEXICO PRINCIPAL MERIDIAN
CHAFFEE COUNTY, COLORADO



VICINITY MAP
NOT TO SCALE

GENERAL NOTES

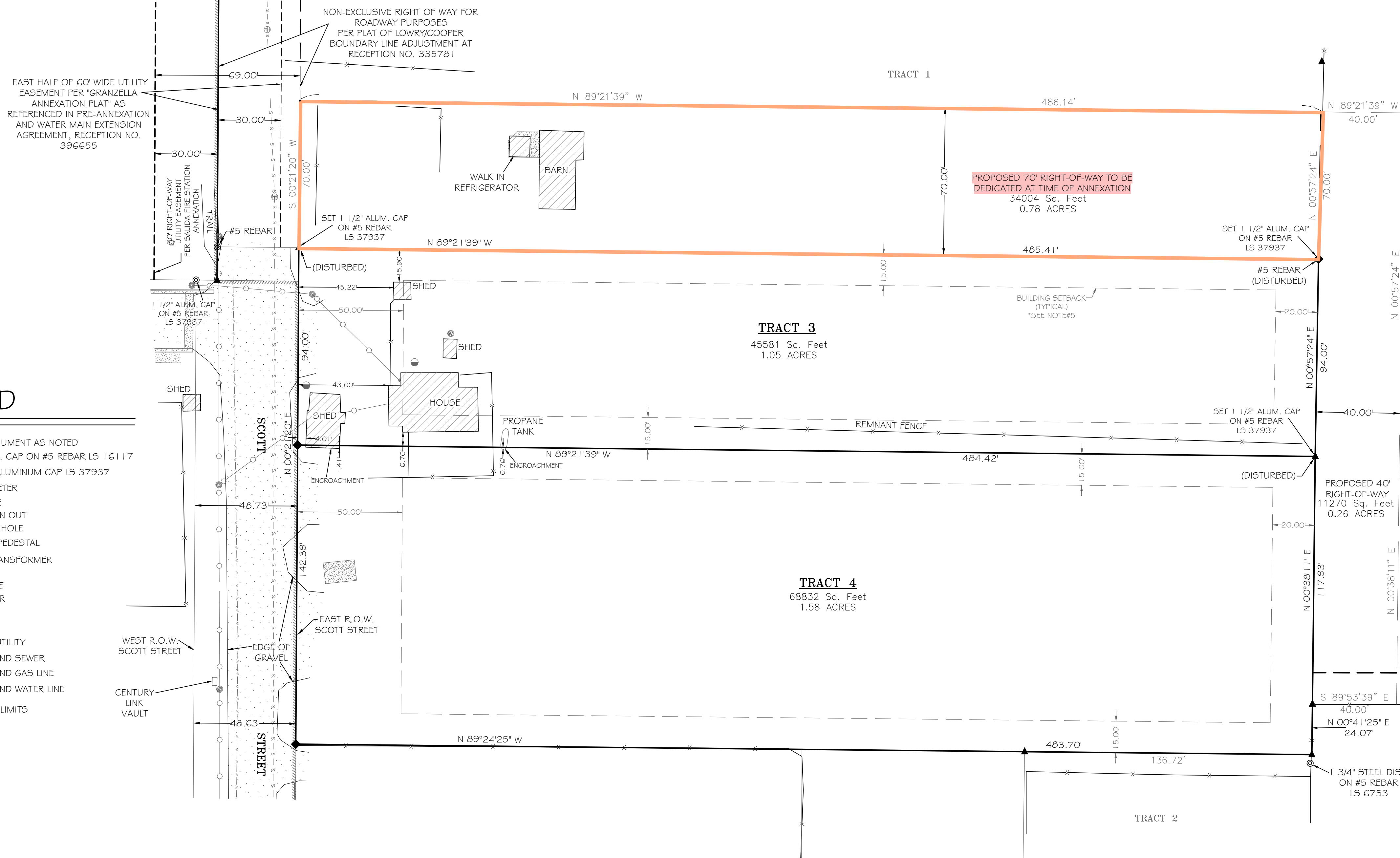
- 1) BASIS OF BEARING FOR THIS SURVEY IS GRID NORTH FROM COLORADO STATE PLANE COORDINATE SYSTEM CENTRAL ZONE, BASED ON G.P.S. OBSERVATIONS ALONG THE SOUTH BOUNDARY OF TRACT 4 BETWEEN A 1 1/2" ALUMINUM CAP STAMPED LS 16117 AND A 1 1/2" ALUMINUM CAP STAMPED LS 37937 HAVING A BEARING OF NORTH 89°24'25" WEST
- 2) UNDERGROUND UTILITIES SHOWN AS MARKED ON THE SURFACE BY UTILITY NOTIFICATION CENTER OF COLORADO AND OTHERS. LANDMARK SURVEYING AND MAPPING ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF ANY UNDERGROUND UTILITIES DEPICTED HEREON.
- 3) THIS SURVEY WAS PERFORMED IN CONJUNCTION WITH CENTRAL COLORADO TITLE AND ESCROW, COMMITMENT NO. 24-24188, DATED OCTOBER 3, 2024
- 4) CHAFFEE COUNTY ZONE: RESIDENTIAL MIXED (RM)
- 5) BUILDING SETBACKS SHOWN PER PLAT OF LOWRY/COOPER BOUNDARY LINE ADJUSTMENT AS RECORDED AT RECEPTION NO. 335781
- 6) BUILDINGS SHOWN ARE TO THE EAVES

LEGAL DESCRIPTION

TRACT NO. 3 AND TRACT NO. 4, PER THE LOWRY/COOPER BOUNDARY LINE
ADJUSTMENT PLAT RECORDED JUNE 16, 2003, AS RECEPTION NO. 335781,
CHAFFEE COUNTY, COLORADO

LEGEND

- FOUND MONUMENT AS NOTED
- ▲ 1 1/2" ALUM. CAP ON #5 REBAR LS 16117
- ◆ SET 1 1/2" ALUMINUM CAP LS 37937
- ⊕ ELECTRIC METER
- ⊙ POWER POLE
- ⊙ SEWER CLEAN OUT
- ⊙ SEWER MAN HOLE
- ⊙ TELEPHONE PEDESTAL
- ⊕ ELECTRIC TRANSFORMER
- ⊙ GAS METER
- ⊙ WATER VALVE
- ⊙ WATER METER
- ⊙ WELL
- FENCE
- OVERHEAD UTILITY
- S — S — UNDERGROUND SEWER
- G — G — UNDERGROUND GAS LINE
- W — W — UNDERGROUND WATER LINE
- ▨ SALIDA CITY LIMITS
- ▨ CONCRETE



LAND SURVEYOR'S CERTIFICATE

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

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

REVISED:	GRANZELLA IMPROVEMENT SURVEY PLAT LOCATED WITHIN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN CHAFFEE COUNTY, COLORADO
DATE: MARCH 31, 2025	
DATE: APRIL 1, 2025	
JOB # 24092	LANDMARK SURVEYING & MAPPING P.O. BOX 668 SALIDA, CO 81201 PH 719.539.4021 FAX 719.539.4031
DATE: OCTOBER 23, 2024	
SHEET 1 OF 1	

EXHIBIT E

DESCRIPTION OF FUTURE ROW EXTENSION OF RIVER ROAD (OUTLINED IN RED)



EXHIBIT F

LEGAL DESCRIPTION OF PROPOSED DRAINAGE EASEMENT

(SEE ATTACHED)

**LEGAL DESCRIPTION
OF A
DRAINAGE EASEMENT**

A 15.00 FOOT WIDE STRIP OF LAND LOCATED WITHIN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, ALSO BEING WITHIN TRACT 1 OF THE LOWRY/COOPER BOUNDARY LINE ADJUSTMENT AS RECORDED AT RECEPTION NO. 335781, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

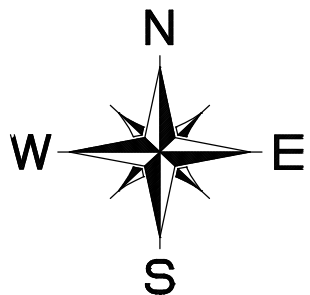
COMMENCING AT THE SOUTHEAST CORNER OF TRACT 4 OF THE SAID LOWRY/COOPER BOUNDARY LINE ADJUSTMENT, FROM WHENCE THE CENTER QUARTER OF SAID SECTION 4 BEARS NORTH 56°46'37" EAST, A DISTANCE OF 887.96 FEET;
THENCE NORTH 00°41'25" EAST, ALONG THE EAST BOUNDARY OF SAID TRACT 4, A DISTANCE OF 24.07 FEET TO THE COMMON CORNER OF TRACT 1 AND TRACT 2 OF SAID LOWRY/COOPER BOUNDARY LINE ADJUSTMENT AND THE POINT OF BEGINNING;
THENCE SOUTH 89°53'39" EAST, ALONG THE SOUTH BOUNDARY OF SAID TRACT 1, A DISTANCE OF 151 FEET, MORE OR LESS TO THE HIGH WATER LINE OF THE ARKANSAS RIVER;
THENCE NORTHERLY ALONG THE SAID HIGH WATER LINE, A DISTANCE OF 15 FEET, MORE OR LESS;
THENCE NORTH 89°53'39" WEST, A DISTANCE OF 151 FEET, MORE OR LESS, TO THE SAID EAST BOUNDARY OF TRACT 4
THENCE SOUTH 00°38'11" WEST, ALONG SAID EAST BOUNDARY OF TRACT 4, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

PREPARED BY:

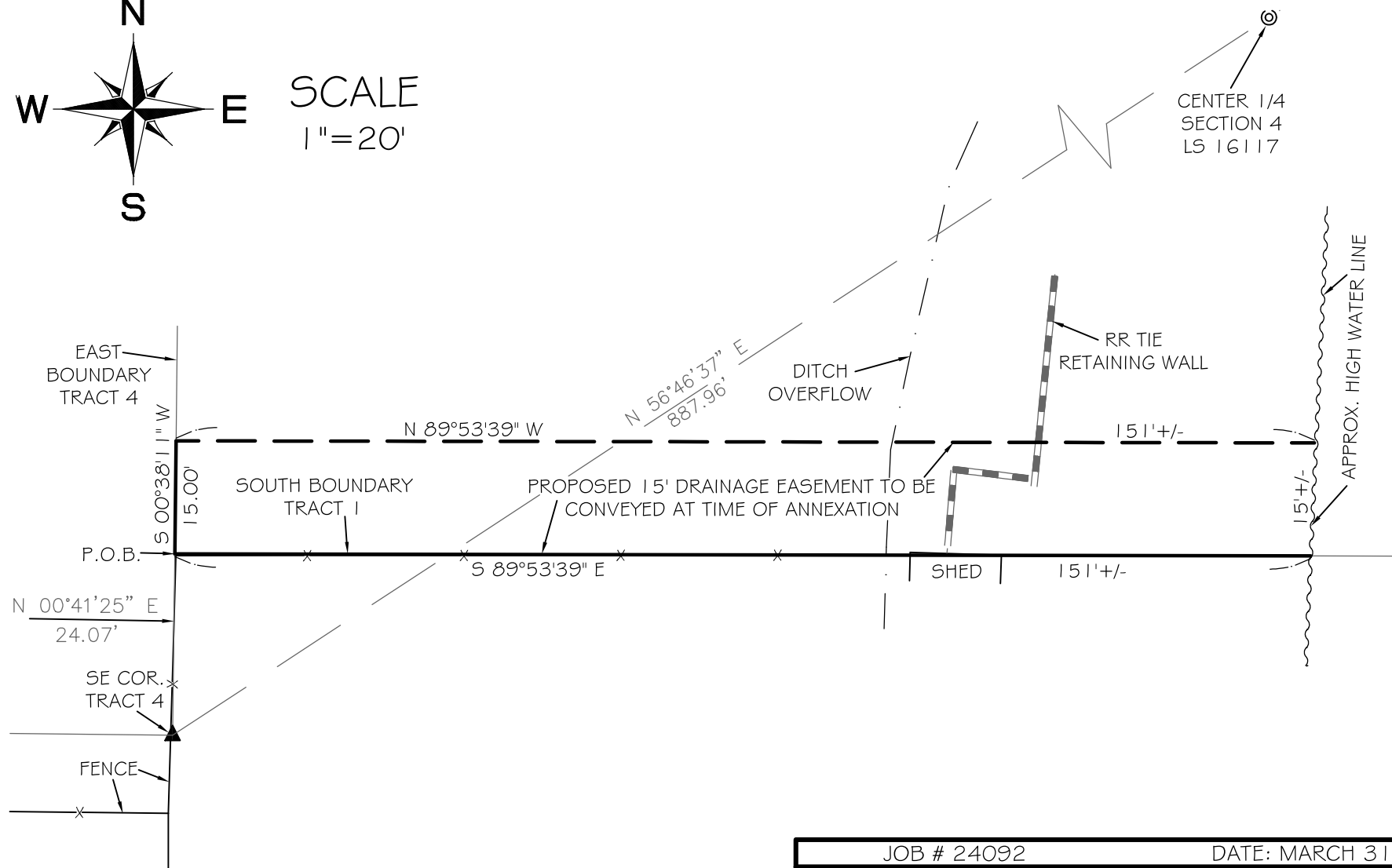


DRAINAGE EASEMENT EXHIBIT

LOCATED WITHIN THE N 1/2, SW 1/4,
SECTION 4, T49N, R9E, N.M.P.M.
CHAFFEE COUNTY, COLORADO



SCALE
1"=20'



JOB # 24092

DATE: MARCH 31, 2025



LANDMARK
SURVEYING & MAPPING

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

Rough Concept Sketch of Future Build-out of Subject Property and Related Right-of-Ways





CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Bill Almquist - Community Development Director	April 15, 2025

ITEM

Resolution 2025-16: A Resolution of the City Council of the City of Salida, Colorado Authorizing the Mayor, City Administrator, and Community Development Director as the Authorized Officers to Negotiate and Execute All Documents on Behalf of the City of Salida for the Eastside Senior Living Apartments Project

BACKGROUND

This resolution allows for the Mayor, City Administrator, and Community Development Director to negotiate with Colorado Housing and Finance Authority (CHFA) the terms, and approve the related documents in their final form, of the \$750,000 Proposition 123 Landbanking Grant that will assist with the purchase of 2.6 acres on the eastside of town (Tracts 3 & 4 of the Lowry/Cooper Boundary Line Adjustment Plat) planned to be used for an affordable senior living housing development and a public park. Those grant documents (attached for reference herein) include: the Grant Agreement, Declaration of Restrictive Covenants, Closing Certificate of Grantee, and Certification Regarding Environmental Conditions. The grant has no matching requirements on the part of the City, however some additional funding (\$325,000) will be used from the Housing Fund to help pay for purchase of the property to provide for a better layout of the project and the minimum 1-acre park.

Among the terms that CHFA will require are that the property be zoned for the proposed use and have a development plan in place within 5 years, and that the project has all necessary permits and have received funding to complete the project within 10 years. The project will also be required to provide housing to households at 60% of the area median income (AMI) or less for a minimum of 40 years. Each of these requirements are anticipated by staff to be quite feasible—the zoning will take place via the standard annexation and zoning process to be initiated this spring/summer, and staff will soon solicit a Low-Income Housing Tax Credit (LIHTC) developer who will coordinate the design and solicit funds for the project via yearly funding opportunities (as soon as 2026).

This Landbanking Grant provides the City with a very unique opportunity to acquire property large enough to accommodate both an affordable senior living project and a public park in the same vicinity, close to downtown and various other amenities.

SUGGESTED MOTION

A council person should make the motion to “approve Resolution 2025-16: A Resolution of the City Council of the City of Salida, Colorado Authorizing the Mayor, City Administrator, and Community Development Director as the Authorized Officers to Negotiate and Execute All Documents on Behalf of the City of Salida for the Eastside Senior Living Apartments Project”



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Bill Almquist - Community Development Director	April 15, 2025

Attachments:
Resolution 2025-16
Entity Documents (Articles of Incorporation)
Grant Documents

RESOLUTION NO. 2025-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, AUTHORIZING THE MAYOR, CITY ADMINISTRATOR, AND COMMUNITY DEVELOPMENT DIRECTOR AS THE AUTHORIZED OFFICERS TO NEGOTIATE AND EXECUTE ALL DOCUMENTS ON BEHALF OF THE CITY OF SALIDA FOR THE EASTSIDE SENIOR LIVING APARTMENTS PROJECT

The undersigned hereby certifies that he is the Mayor of the City of Salida, a Colorado statutory city (“**Grantee**”), duly organized and validly existing under the laws of the State of Colorado, and as such, on behalf of the City Council of the City of Salida, Colorado (“**City Council**”) does hereby certify, authorize, and designate as follows effective as of April 15, 2025:

1. Grantee has engaged in discussions with the COLORADO HOUSING AND FINANCE AUTHORITY, a body corporate and political subdivision of the State of Colorado (“**CHFA**”), solely in its capacity as the Program Administrator for the AFFORDABLE HOUSING FINANCING FUND, managed by the Colorado Office of Economic Development and International Trade, a Colorado state agency (the “**Grantor**”), concerning proposals to have the Grantor make a grant in the amount of \$750,000.00 (the “**Grant**”). Grantee will use the Grant to acquire and preserve land for the development of affordable housing, homeownership, and/or mixed use, the predominate use of which is affordable housing, for the project known as Salida Eastside Senior Living Apartments (the “**Project**”).

2. The Grant funds will be disbursed by CHFA on behalf of the Grantor pursuant to the terms of that certain Grant Agreement (the “**Grant Agreement**”) between the Grantee and the Grantor.

3. The undersigned hereby certify that attached to this Resolution as Exhibit A are true, correct, and complete copies of the Grantee’s Articles of Incorporation and all amendments thereto, if any (the “**Entity Documents**”), and that the Entity Documents are in full force and effect.

4. The City Council authorizes Dan Shore, Mayor; Christy Doon, City Administrator; and Bill Almquist, Community Development Director (the “**Authorized Officers**”), whether acting together or separately, to negotiate on behalf of Grantee the Grant Agreement, Declaration of Restrictive Covenants, Closing Certificate of Grantee, Certification Regarding Environmental Conditions, and any other document, certificate, instrument, or agreement required in connection with the Grant (collectively, the “**Grant Documents**”) in their discretion and hereby approve the final form of Grant Documents.

5. The City Council authorizes the Authorized Officers, in the name and on behalf of the Grantee, to execute and deliver the Grant Documents required to obtain the Grant on behalf of Grantee. Notwithstanding any other provisions of this resolution, the person executing the Grant Documents is hereby authorized to assent to such changes, insertions, omissions, and modifications of the Grant Documents as he, she, or they may approve. The execution of the Grant Documents by any such person shall be deemed to be complete and full approval of any such changes, insertions, omissions and modifications.

6. The Authorized Officers are hereby authorized and directed to do or cause to be done all such other acts and things, to execute all such documents, certificates, and instruments, relating to the Project Grant or contemplated by the Grant Documents, or as required by Grantor, as in his, her, or their judgment may be necessary or advisable in order to carry out the Grant Documents; and all actions heretofore taken by the Authorized Officers on behalf of Grantee in connection with the subject of this Resolution are hereby approved, ratified, and confirmed in all respects. Any document or undertaking executed in accordance with and pursuant to this Resolution shall be binding on Grantee.

7. The City Council, acting on behalf of Grantee, authorizes the recording of the Declaration of Restrictive Covenants against the Project in connection with obtaining the Grant.

8. The undersigned acknowledge that Grantor is relying on this Resolution and will accept the Grant Documents from Grantee, on the basis of the representations, agreements, appointments, and certifications contained herein.

9. The undersigned certify that there are no provisions in the Entity Documents or any other agreement to which Grantee is a party, limiting the power of the City Council to make the foregoing Resolution or obtain the Grant described above and that the same are in conformity with the provisions of the Entity Documents. In the event the terms and provisions of this Resolution conflict with the terms and provisions of the Entity Documents or other governing documents, the terms of this Resolution shall control.

10. This Resolution may be executed in several counterparts, all of which are identical, and all of which counterparts together shall constitute one and the same instrument. To facilitate execution of this Resolution, the parties may execute and exchange counterparts of the signature pages by electronic mail. The electronic signatures of the parties included in this Resolution, in any form, are intended to authenticate this writing, bind the parties hereto, and to otherwise have the same force and effect as manual signatures. Delivery of a copy of this Resolution bearing an original or electronic signature by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original form of the document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

11. In adopting these resolutions, the City Council acknowledge they received due notice and hereby consent to the holding of the regular meeting of the City Council on April 15, 2025.

IN WITNESS WHEREOF, the undersigned, being the Mayor of the City of Salida, Colorado, has executed and acknowledged this Resolution on behalf of the City Council, effective as of the date first set forth above.

CITY OF SALIDA,
a Colorado statutory city

By: _____
Dan Shore, Mayor

CERTIFICATE OF RESOLUTION

I, Kristi Jefferson, certify that I am the City Clerk of the City of Salida, Colorado. The City Council of the City of Salida, Colorado approved the foregoing resolutions at a duly noticed regular meeting held on April 15, 2025.

Kristi Jefferson, City Clerk

EXHIBIT A

ENTITY DOCUMENTS

DISTRICT COURT, CHAFFEE COUNTY, STATE OF COLORADO

CLERK'S CERTIFICATE OF TRUE COPY

IN THE MATTER OF

THE INCORPORATION OF THE TOWN OF SALIDA

I, Lenna Finck, Clerk of the District Court of Chaffee County, Colorado, do hereby certify that the following three pages are full, true, and correct copies of pages 139, 140, and 141 in Book D of the County Court Records of Chaffee County which records have been transferred to my care and custody and that said records are and remain records of the District Court of Chaffee County, Colorado.

Witness my hand and the seal of said Court this 21st day of March, 1986 at my office in Salida, Colorado.


Lenna Finck
Clerk of the District Court

In the Matter of the
Incorporation
of
The Town of Salina

Now on this 24th day of July A.D., 1894 it satisfactorily appearing that on the 27th day of July A.D., 1880 an order in the matter of the Incorporation of the Town of Salida in this County was duly made by this Court and signed by the then judge thereof but through oversight or neglect was not entered in the records of said Court.

Therefore on motion of R. Hinderman attorney for said town it is ordered and adjudged that the said order of July 27th A.D. 1880 be and the same is now entered of record nunc pro tunc, said order being in the words, letters and figures following to-wit:

State of Colorado,
County of Chaffee) In the County Court
July 27th 1880.

In the Matter of the Application of
Certain Citizens of Chaffee County
to Incorporate the Town of Salida.

On this day is presented to the court a petition signed by over thirty citizens stating that they wish to become an incorporated town and that they are residents and duly qualified electors of the State of Colorado and of the following territory to wit:
Beginning at the south east corner of the S.E. quarter of section 32 Township 50 North Range 9-E. of N. M.M. and running thence south Twenty $\frac{00}{100}$ 20 chains to the south east corner of the N.E. quarter of the N.E. quarter of section 5- of T-49 N. R-9-E of New Mexico meridian, thence west sixty $\frac{00}{100}$ 60 chains to the S.W. Cor of N.E. quarter of the N.W. quarter of section 5- T-49 N. R-9-E of New Mexico Meridian. Thence north 60 chains to North west corner of the N.E. quarter of the S.W. quarter of Sec. 32-T-50-N of R. 9-E. New Mexico Meridian, thence East sixty chains $\frac{00}{100}$ 60 chains to N.E. corner of S.E. corner of Sec. 32-T-50 N. R-9-E of New Mexico Meridian, thence south Forty $\frac{00}{100}$ 40 chains to S.E. corner of S.E. quarter of section 32-T-50 N. R-9-E of New Mexico Meridian.

The intention being to include S.E. $\frac{1}{4}$ of Sec. 32-T-50 N-R-9-E. and the N.E. $\frac{1}{4}$ of Sec. 5-T-49-N-R-9-E and E. $\frac{1}{2}$ of S.W. $\frac{1}{4}$ quarter Sec. 32-T-50 N. R-9-E - That as such citizens and residents they desire to be organized as an incorporated town in accordance with the statutes made and provided. Such town to be known by the name of Salida and to embrace and include the whole of the territory above described which petition is accompanied with an accurate plat of the territory proposed to be incorporated, and satisfactory proof having been made to the Court that within said territory there are more than thirty duly qualified electors and more than three hundred inhabitants, It is Ordered John T. Blake, E.B. Jones, O.V. Wilson, Geo A. Thayer R.B. Hallack be and the same are hereby appointed Commissioners whose duty it shall be to at once call an election of all the qualified electors residing within the territory embraced within the limits above described, said election to be held at some convenient place within said territory and only to be held after a notice of the same shall be given by publication in some newspaper published in the County for three successive weeks and by posting for that length of time notices of said election in five of the most public places within the limits of the territory herein described, said notices to conform to the Statutes in such cases made and provided, and the said Commissioners are hereby instructed to make due return of their acts and doings under this order.

Julius C. Hughes
County Judge.

In the matter of the
Incorporation

of
The Town of Salida

Now on this 24th day of July A.D. 1894. it satisfactorily appearing that on October 15th A.D. 1880 an order in the Matter of the Incorporation of the Town of Salida in this County was duly made by this Court and signed by the then judge thereof and through oversight or neglect was never placed on the records of said Court

Wherefore, On motion of R. Linderman Esq, Attorney for said town, it is ordered and adjudged that the said Order of October 15th A.D. 1880 be and the

Said order being in the words letters and figures as follows, to-wit:

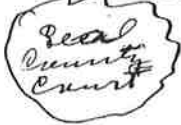
State of Colorado }
County of Chaffee } ss

In the Matter of the Incorporation
of the Town of Salida

Notice is hereby given that at an election duly held on the 4th day of October A.D. 1880, for or against the Incorporation of the Town Salida there were seventy two (72) ballots cast for said Incorporation and no ballots cast against said incorporation.

A majority of the ballots cast at said election being in favor of such incorporation said town is hereby declared incorporated and designated as an incorporated town.

Witness my hand and the official seal of the County Court this October the 15th A.D. 1880



Julius C. Hughes
County Judge
Acting Clerk

Adjournment.

Ordered that court do now adjourn until to-morrow at 10 o'clock, a.m., on the 25th day of July A.D. 1894.

L. A. Hallenbeck,
County Judge.

July 25th A.D. 1894.

Court Met Pursuant to Adjournment
Present, L. A. Hallenbeck, County Judge,

J. E. Gallup Sheriff

Attest, L. A. Hallenbeck, Acting Clerk.

Whereupon the following proceedings were had inter alia and duly entered of record, to-wit:

In the Matter of
Reese Williams alleged
to be Insane

The People of the State of Colorado
To J. E. Gallup Sheriff, Greeting

Whereas a complaint, duly verified has been filed in the County Court of said County asking

AFFORDABLE HOUSING FINANCING FUND LAND BANKING PROGRAM

GRANT AGREEMENT

THIS GRANT AGREEMENT (“Agreement”) is made and dated as of _____, 2025 (the “Effective Date”), by and between the COLORADO HOUSING AND FINANCE AUTHORITY, a body corporate and political subdivision of the State of Colorado, solely in its capacity as the Program Administrator for the AFFORDABLE HOUSING FINANCING FUND, managed by the Colorado Office of Economic Development and International Trade, a Colorado state agency (the “Grantor”) and the City of Salida, a Colorado statutory city whose address is 448 E. First Street, Suite 112, Salida, CO 81201 (the “Grantee”).

RECITALS

WHEREAS, Colorado Housing and Finance Authority (the “Authority”) has been retained by the Colorado Office of Economic Development and International Trade (“OEDIT”) as the program administrator of the Affordable Housing Financing Fund (“Fund”). The Fund was created by the Affordable Housing Statute (CRS 29-32-101 et seq) (“Statute”) which was voted on and approved by Colorado voters in a November 2022 ballot measure commonly known as Proposition 123 (“Proposition 123”). The Land Banking Program (the “Program”), as part of Proposition 123, provides funding for the acquisition and preservation of land for the development of affordable rental housing, affordable homeownership, and/or mixed commercial use (if the predominate use is affordable housing).

WHEREAS, Grantee wishes to receive grant funds to acquire and preserve as affordable housing that certain property known as the Salida Eastside Senior Living Apartments Project, to be located at 507 Scott Street, Salida, Colorado 81201, consisting of approximately 2.6 acres (the “Project”).

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

1. Grant and Purpose. Grantor agrees to grant and Grantee agrees to receive an amount up to Seven Hundred Fifty Thousand and no/100 Dollars (\$750,000.00) pursuant to the terms provided herein (the “Grant”) for the Project. The Grant will be disbursed to the Grantee subject to all of the terms, provisions, conditions, covenants, and agreements contained in this Agreement. This Agreement, and any other document evidencing or executed in connection with the Grant are hereinafter collectively referred to as the “Grant Documents.”

2. Milestones. As a condition of the Grant, Grantee must meet the following milestones:

a. Initial Milestones. Within five (5) years of the Grant closing (the “Initial Deadline”), the Project must be properly zoned for the proposed Project use, and a development plan for the Project must be submitted to and approved by the Authority (collectively, the “Initial Milestones”); and

b. Final Milestones. Within ten (10) years of the Grant closing (the “Final Deadline”), the Project must obtain all necessary permits, and the Grantee must close and receive funding on one or more construction loans, grant funds, or other financing sources in an amount needed to complete the Project must be closed and funded (collectively, the “Final Milestones”). The Initial Milestones and Final Milestones are collectively referred to herein as the “Milestones.”

Grantee acknowledges that failure to meet the Initial Milestones or Final Milestones could impact future award(s) under the Program.

3. Grant Repayment. Grantee must repay the Grant in full if the Grantor determines that Grantee failed to timely and properly meet each of the Milestones. If the Initial Milestones are not timely or properly met, then repayment is due within six (6) months of the Initial Deadline. If the Final Milestones are not timely or properly met, then repayment is due within six (6) months of the Final Deadline. If the Grant is repaid in full prior to the Final Deadline, the Restrictive Covenant (defined below) will be released and the Program’s restrictions on Project use will terminate.

4. Grant Fees. The Grantee shall pay any and all of the Authority’s and OEDIT’s third-party costs, including but not limited to title insurance premiums, appraisal fees, attorneys’ fees and costs, title company closing fees, environmental search charges, recording costs, and UCC/entity search charges, as applicable (the “Closing Costs”).

5. Program Requirements. Grantee must meet all Program requirements including, but not limited to the following.

a. Reporting. Grantee must comply with the Program reporting requirements described on Exhibit A.

b. Grantee Eligibility. Grantee must be either a local or tribal government.

c. Project Eligibility. The Project must be developed as affordable rental housing, affordable for sale housing, or commercial mixed use with a residential component. If the Project is commercial mixed use, then the Predominate Use (as hereinafter defined) must be affordable housing though market rate or non-restricted housing or rent restricted housing above 60% area median income (“AMI”) may be included in the allowable residential mixed-use square footage. “Predominate Use” as used herein means at least 70% of the Project’s improved square footage or units, unless otherwise agreed to in writing by the Grantor. The commercial use of a

mixed-use project must be compatible with the affordable housing use and must be approved by the Grantor in advance in the Grantor's sole discretion.

d. Environmental Sustainability Requirements. Each of the following is required to meet the Environmental Sustainability Standards for the Project and the Project shall be designed to meet the requirements as follows:

- i. Certification from one of the following:
 - 1. 2020 Enterprise Green Communities (EGC)
 - 2. Leadership in Energy and Environmental Design LEED v.4.1 (LEED)
 - 3. National Green Building Standards NGBS ICC-700-2020 (NGBS)
 - 4. Zero Energy Ready Homes standard (US DOE)
- ii. All-electric building using high efficiency electric appliances such as heat pumps and heat pump water heaters, or a mixed-fuel building that includes pre-wiring for efficient electric heating and appliances and includes pre-wiring to enable future installation of EV charging station(s) for at least 10% of parking spots or greater if required under local codes.

*Developments that achieve all-electric construction with high-efficiency electric appliances may opt-out of a formal green building certification.

- iii. Utilize water-efficient design inside and outside. Full guidance can be found at coloradowaterwise.org.
- iv. Developments must be located within a half mile of existing or planned transit corridors.

e. Restrictive Covenant. A restrictive covenant as set forth in Paragraph 6 (the "Restrictive Covenant") shall be recorded against the Project at the closing of the Grant.

6. Restrictive Covenant. A Restrictive Covenant shall be recorded against the Project in the official records of the county where the Project is located at the closing of the Grant. All covenants and payment liens shall be subordinate to the Grantor's Restrictive Covenant. The Restrictive Covenant shall include, but not be limited to, the following provisions:

- a. Affordability Term.
 - i. The Restrictive Covenant will be required to remain of record so long as the Grant remains outstanding. The Restrictive Covenant will be released if the Grant is repaid.

- ii. If the Project as developed includes rental units, the Restrictive Covenant shall restrict the affordability of such rental housing units as set forth in paragraph 6.b below for at least 40 years after the final improvements are constructed and occupied, unless otherwise agreed to by the Grantor.
 - iii. If the Project as developed includes homeowner units, the Restrictive Covenant will restrict the homeowner units to remain affordable as set forth in paragraph 6.b below for at least 40 years after the final improvements are constructed and occupied, through a ground lease or similar structure each as approved by the Grantor, unless otherwise agreed to by the Grantor.
 - iv. If the Project site has pre-existing improvements, then it must comply with each of the foregoing affordability requirements as more fully set forth in the Restrictive Covenant.
 - v. The Project may request a reduction to the term of the Covenant as stated in paragraph 6.a.ii. and/or paragraph 6.a.iii. to twenty (20) years by providing the Grantor a market analysis that supports such reduction. The Grantor may grant or deny this request in the Grantor's sole discretion.
- a. AMI. If the Project includes rental units, then the annual income of such households may not exceed 60% AMI. If the Project includes homeowner units, then the annual income of such households may not exceed 100% AMI.
- b. Other Conditions. If the Project will be a commercial/mixed-use project, the Predominate Use must be affordable housing, and the commercial use must be approved in advance of development by the Grantor in its sole discretion. The affordable housing component of the commercial/mixed-use project shall be more than seventy percent (70%) of the improved space/units of the Project.
7. Conditions Precedent to Funding Grant. Prior to the advance of any Grant proceeds to Grantee, all of the following conditions shall have been satisfied, which satisfaction shall be determined by the Authority, in its sole discretion, on behalf of Grantor:
- a. The conditions established by Grantor in the Second Amended and Restated Grant Commitment for the funding of the Grant shall be satisfied, including the Grantee's satisfactory compliance with the terms and conditions of this Agreement.
 - b. Grantee shall have submitted, and the Authority on Grantor's behalf shall have approved, all of the reports required under this Agreement.
 - c. All leases, if any, shall be in form and substance satisfactory to the Grantor.

d. Grantee shall have provided a satisfactory appraisal of the Project to the Grantor (in accordance with the Grantor's appraisal guidelines).

e. Grantee shall have provided evidence satisfactory to the Grantor that the Grantee and the Project are and will be in compliance with applicable environmental laws, regulations, permits, orders, or other environmental requirements and that the real and personal property, if any, comprising the Project do not contain hazardous wastes or other adverse environmental conditions.

f. All representations made by or on behalf of the Grantee to the Authority in connection with its application for the Grant and in connection with the closing shall be true and correct as of the date of funding of the Grant.

g. As of the date of funding of the Grant, no change shall have occurred in the financial condition of the Grantee or in any other aspect of the financing proposal of which the Grant is a part which, in the judgment of the Grantor, materially adversely affects the ability of the Grantee to repay the Grant in the event of a default or makes unreasonable or unreliable any of the financing assumptions upon which such repayment is predicated.

h. No litigation shall be pending or threatened calling into question or which, if adversely determined, would affect (i) the creation, organization, or existence of the Grantee; (ii) the validity of the Grant documents; or (iii) the authority of the Grantee to enter into the Restrictive Covenant against the Project's real property or to otherwise make or perform the Grant documents. No proceedings shall be pending or threatened against or affecting the Grantee which involve the possibility of materially and adversely affecting the properties, business, prospects, profits, or condition (financial or otherwise) of the Grantee, nor shall the Grantee be in default with respect to any order of any court, governmental authority, arbitration board, or tribunal or any prior grant or loan made to it by the Grantor.

8. Agreements of Grantee. Grantee covenants and agrees with Grantor as follows:

a. Grantee shall only have the right to use the Grant proceeds if Grantee is not in default under any of the terms of this Agreement.

b. Upon request, Grantee shall provide the Authority on Grantor's behalf with evidence of expenditure of the Grant funds for purposes permitted under this Agreement.

c. Grantee shall not discriminate against any person on the basis of race, color, religion or creed, sex, marital status, national origin, familial status, disability, age, veteran status, sexual or gender preference, political opinion or affiliation, or any other basis prohibited by law in the operation of the Project or in connection with the employment or application for employment of any person performing any work related to the Project or related to the management of the Project.

d. Grantee shall not assign or attempt to assign, directly or indirectly, any of its rights under this Agreement or under any instrument referred to herein without the prior written consent of Grantor. Grantee shall not permit any transfer, conveyance, sale, assignment, or lease, whether voluntary or involuntary or by action of law, of all or any portion of the Project without the prior written consent of the Authority on Grantor's behalf.

e. Grantee shall use the proceeds of the Grant in compliance with all applicable U.S. anti-terrorist financing and asset control laws, regulations, rules and executive orders, including, but not limited to, the USA Patriot Act of 2001 and Executive Order No. 13224.

f. Except as otherwise set forth herein, any reports required under this Agreement shall be provided within ninety (90) days after the end of Grantee's fiscal year. Grantee shall provide Grantor with impact statements reporting on the requirements as set forth in Exhibit A in a form acceptable to Grantor.

g. Grantee has not defaulted on any monetary obligation.

9. Representations and Warranties of Grantee. Grantee represents and warrants to the Grantor as follows:

a. Grantee is a local or tribal government located in Colorado and has the necessary power, authority, and licenses to operate its properties and transact business including in Colorado.

b. There is no default on the part of Grantee under any agreement or document pertaining to the Project to which it is a party and no event has occurred that with notice or the passage of time or both would constitute a default under any such document.

c. Grantee has the full power and authority to accept the Grant, enter into and perform its obligations under this Agreement and the Grant Documents, and execute and deliver this Agreement and the Grant Documents. The execution and delivery of this Agreement and the Grant Documents and the performance and observance of their terms, conditions, and obligations have been duly authorized by all necessary action on the part of Grantee. This Agreement and the Grant Documents constitute, and any other agreement required hereby will constitute, when executed and delivered by the Grantee to the Grantor, valid and binding obligations of the Grantee enforceable in accordance with their terms.

d. There is no action, suit, or proceeding at law or in equity, or by or before any governmental instrumentality or agency, or to the knowledge of Grantee, threatened against or affecting it, which, if adversely determined, would materially impair its right or ability to carry on business substantially as now conducted, or as contemplated to be conducted under this Agreement and the Grant Documents, or that would materially adversely affect Grantee's financial condition.

e. To the best of Grantee's current knowledge, the transactions contemplated herein will not cause a default under any other agreement and will not conflict with or violate any organizational document or agreement to which Grantee is a party or by which Grantee is bound.

f. To the best of Grantee's current knowledge, Grantee has not executed and will not execute any agreements with provisions contradictory or in opposition to, the provisions of this Agreement and the Grant Documents.

g. The Project is located in a jurisdiction that has filed a commitment to increase affordable housing and opted into Proposition 123 funding.

h. Grantee acknowledges and agrees that the following uses and activities shall not be conducted in or on the Project: (i) activities which are illegal under federal, state, or local laws; (ii) selling, producing, or displaying sexually oriented material (e.g., adult book stores, adult video stores, adult theaters, etc.); (iii) non-medical massage services; (iv) a business generating greater than twenty-five percent (25%) of its revenues from the sale of alcoholic beverages not manufactured on-site or from selling alcoholic beverages for consumption off premises; (v) a business or organization that discriminates in its membership or facility usage on the basis of race, color, national origin, religion, gender, age, disability, citizenship status, marital status, sexual orientation, or any other status protected by law; (vi) gambling activities (not including sale of state sanctioned lottery tickets); (vii) selling or dispensing products illegal under federal, state or local laws; (ix) religious services, instruction or overtly sectarian activities; x) pawn brokering; (xi) making "payday" or short term loans by an entity that is not a bank, credit union, or savings and loan or other banking institution; (xii) escort services; and (xiv) department stores that specialize in many different types of goods of which groceries are but one department, restaurants, cafes, businesses with alcohol or tobacco retail sales as the primary source of revenue, or convenience stores.

10. Events of Default. The occurrence of any one or more of the following events or existence of one or more of the following conditions, with respect to the Grantee, shall constitute an Event of Default under this Agreement:

a. Grantee shall fail to perform any term, covenant or condition to be performed hereunder and such failure is not remedied within thirty (30) days, unless a longer period of time is reasonably required to cure such failure, from and after written notice from the Grantor to Grantee, specifying said failure.

b. Any representation or warranty made in writing to Grantor or Authority in connection with the making of the Grant, or any certificate, statement or report made pursuant to this Agreement by Grantee shall prove at any time to have been incorrect in any material respect when made.

c. This Agreement or any Grant Document shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void, or the validity or the enforceability thereof shall be contested by Grantee, or Grantee shall deny that it has any or further liability or obligation hereunder or thereunder.

d. The Project fails to be located at Closing in a committed area that has opted into Proposition 123.

e. Any transfer, sale, encumbrance, or other disposition of all or any portion of the Project, without the prior written approval of Grantor.

f. Grantee shall default or fail to perform any obligation under any document recorded in the real property records of Chaffee County, Colorado, against the Project.

11. Remedies.

a. Upon the occurrence of an Event of Default, the Authority may on Grantor's behalf recover the amount of the Grant from Grantee and pursue all other rights and remedies provided by law or in equity.

b. No delay or failure of Grantor in the exercise of any right or remedy provided for hereunder shall be deemed a waiver of the right by Grantor and no exercise or partial exercise or waiver of any right or remedy shall be deemed a waiver of any further exercise of such right or remedy or of any other right or remedy that Grantor may have. The enforcement of any rights of Grantor as to the Grant shall not affect the rights of Grantor to enforce repayment of the Grant and to recover judgment for any portion thereof remaining unpaid. The rights and remedies herein expressed are cumulative and not exclusive of any right or remedy that the Grantor shall otherwise have.

12. Rights of the Grantor. Grantor may assign, negotiate, pledge, or otherwise hypothecate this Agreement and the other documents executed by Grantee in connection therewith or any of its rights and security hereunder or thereunder, in whole or in part. In case of such assignment, Grantee will accord full recognition thereto and hereby agrees that all rights and remedies of the Grantor in connection with the interests so assigned shall be enforceable against Grantee by the assignee thereof.

13. Miscellaneous Provisions.

a. This Agreement contains the entire agreement between the parties and supersedes all prior discussions, understandings and agreements whatsoever. Neither this Agreement nor any provision hereof may be changed, waived, discharged, or terminated orally and may only be modified or amended by an instrument in writing, signed by the parties hereto.

b. Inspections and approval of the Project impose no responsibility or liability of any nature or kind whatsoever on Grantor to Grantee and/or any third parties. The parties hereby expressly agree and acknowledge that their relationship is that of Grantor and Grantee and that no other relationship, including that of joint venture, partnership, or other common enterprise is created by this Agreement or the other Grant Documents.

c. All rights, powers, and remedies herein given to Grantor or the Authority on Grantor's behalf are cumulative and not alternative, and are in addition to all other statutes or rules of law. Any forbearance or delay by Grantor in exercising the same shall not be deemed to be a waiver thereof and the exercise of any right or partial exercise thereof shall not preclude the further exercise thereof and the same shall continue in full force and effect until specifically waived by an instrument in writing executed by Grantor or the Authority on Grantor's behalf. All representations, warranties and covenants by Grantee shall survive the making of the advances of the Grant and the provisions hereof shall be binding upon Grantee and its successors and assigns and inure to the benefit of the Grantor and its successors and assigns.

d. All notices shall be in writing and shall be deemed to have been sufficiently given or served when presented personally or when deposited in the United States mail, by registered or certified mail, addressed to the parties at the addresses set forth below. Such addresses may be changed by notice to the other party given in the same manner.

If to Grantor at:

Affordable Housing Financing Fund
c/o Colorado Housing and Finance Authority
Program Administrator
1981 Blake Street
Denver, Colorado 80202
Attention: Legal Operations

If to Grantee at:

City of Salida, Colorado
448 E. First Street, Suite 112
Salida, CO 81201
Attn: City Administrator
Email: christy.doon@cityofsalida.com

e. This Agreement and all covenants, agreements, representations, and warranties made herein shall survive the execution of this Agreement and shall continue in full force and effect so long as the Grant is outstanding and unpaid.

f. If any provision of this Agreement is held invalid, such invalidity shall not affect other provisions of this Agreement which can be given effect without the invalid provisions and, to this end, the provisions of this Agreement are hereby declared severable.

g. Grantee hereby authorizes Grantor and the Authority to use information regarding or relating to the Project to publicize and/or report on their financing activities in any manner of communication or media including, but not limited to, in press releases, websites, social media, flyers, advertisements, community reports, etc. without further authorization or consent of the Grantee, *provided* that confidential or other proprietary information is not shared. Grantee agrees to obtain prior written approval from Grantor and the Authority before using the name or logo of Grantor or the Authority in any press release, media events, website, social media, or any other public communication.

h. This Agreement and all matters of performance relating thereto shall be governed by and construed and interpreted in accordance with the laws of the State of Colorado.

i. This Agreement may be executed in several counterparts.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

GRANTOR:

COLORADO HOUSING AND FINANCE
AUTHORITY, a body corporate and political
subdivision of the State of Colorado, solely in its
capacity as the Program Administrator for the
AFFORDABLE HOUSING FINANCING
FUND, managed by the Colorado Office of
Economic Development and International Trade,
a Colorado state agency

By: _____
Name: _____
Title: _____

1981 Blake Street
Denver, Colorado 80202

GRANTEE:

CITY OF SALIDA, COLORADO
a Colorado statutory city

By: _____
Mayor Dan Shore

448 E. First Street, Suite 112
Salida, CO 81201

EXHIBIT A

PROGRAM REPORTING REQUIREMENTS

Quarterly Reports are due the end of the first month after the end of each quarter, with the first report due on or before July 31, 2025.

The quarterly report will include:

1. Project Level Details for each funding award:
 - a. Grantee/Recipient Name
 - b. The following Property Information, to the extent applicable:
 - i. Project Name (At the time of application & upon completion, if changed)
 - ii. Project Street Address
 - iii. City and county location
 - iv. Housing type (homeownership and/or rental)
 - v. Unit count and bedroom count for deed-restricted units. Unit count will be used to determine anticipated or actual households served.
 - vi. Unit count and bedroom count for market-rate units.
 - vii. Proposed units in each AMI Level and average AMI of the project. Land Banking projects - indicate the proposed percentage of mixed-use.
 - viii. Mixed-use properties provide a category of non-residential uses.
 - ix. Environmental Sustainability Certification
 - x. Electrification Level
 - xi. Meets the transit-oriented development (TOD) definition. *[Definition to be provided by OEDIT.]*
 - xii. Meets the walkable neighborhood definition. *[Definition to be provided by OEDIT.]*

2. Project Funding Details: Statutory priorities satisfied by the project - high density, mixed-income, and/or environmentally sustainable.

**AFFORDABLE HOUSING FINANCING FUND
LAND BANKING PROGRAM**

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (“**Declaration**”) is dated as of this _____ day of _____, 2025 (“**Effective Date**”), by the City of Salida, a Colorado statutory city whose address is 448 E. First Street, Suite 112, Salida, CO 81201 (the “**Declarant**”), for the benefit of the COLORADO HOUSING AND FINANCE AUTHORITY, a body corporate and political subdivision of the State of Colorado, solely in its capacity as the Program Administrator for the AFFORDABLE HOUSING FINANCING FUND, managed by the Colorado Office of Economic Development and International Trade, a Colorado state agency, whose address is 1981 Blake Street, Denver, CO 80202 (“**Grantor**”).

RECITALS

A. Declarant owns fee simple title to that certain real property located in Salida, Chaffee County, Colorado, legally described on Exhibit A attached hereto and incorporated herein (the “**Property**”).

B. Declarant intends to use the Property to develop affordable rental housing, affordable for sale housing, and/or a mixed-use development (with the predominate use being affordable housing) (the “**Project**”).

C. In connection with the Project, Declarant has applied to the Grantor for a grant in the amount of \$750,000.00.

D. As an inducement to and condition of making the grant, Declarant has agreed to enter into certain restrictive covenants on the Project for the benefit of the Grantor as more fully set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the grant and the mutual covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated herein and made a part hereof to the same extent as if set forth herein in full.

2. **Use Restrictive Covenant.** From and after the Effective Date, Declarant covenants and agrees that the Project shall be developed as affordable rental housing, affordable for sale housing, and/or commercial mixed use. If the Project is developed as commercial mixed use, then the Predominate Use must be affordable housing, although market rate or non-restricted housing or rent restricted housing above 60% area median income (“**AMI**”) may be included in

the allowable residential mixed-use space. “Predominate Use” as used in this paragraph means at least 70% of the Project’s improved square footage or units, must be affordable housing, unless a different percentage is agreed to in writing by the Grantor. The commercial use of a mixed-use project shall be complementary to the affordable housing use and must be approved by the Grantor, in the Grantor’s sole discretion, in advance of any development activity.

3. **Affordability Restrictive Covenant.** Declarant covenants and agrees that, within the portion of the Property used for the Predominate Use, (i) all rental units developed on the Property will be restricted to households with annual incomes at or below sixty percent (60%) of AMI, and (ii) all for sale homes (or for sale units, as applicable) developed on the Property will be restricted to households with annual incomes at or below one hundred percent (100%) of AMI through a ground lease or similar structure as approved by the Grantor in its sole discretion.

The Affordability Restrictive Covenant pursuant to this Paragraph 3 shall commence, as applicable: (i) upon construction completion of the rental housing units and continue for at least forty (40) years after construction completion of the last rental housing unit and/or (ii) upon construction completion of the for sale homes (or for sale units, as applicable) and shall continue for at least forty (40) years after construction completion of the final for sale home (or unit, as applicable). If the Project has pre-existing rental housing or for sale housing improvements as of the Effective Date hereof then the Affordability Restrictive Covenant set forth herein shall commence as of the Effective Date and continue for forty (40) years thereafter.

4. **Release.** This Declaration may be released by mutual agreement of Declarant and the Grantor, or per the terms of a separate agreement.

5. **Injunctive Relief.** Any breach of the terms and conditions of this Declaration shall cause irreparable harm to the Grantor. As such, upon a violation or threatened violation of the terms of this Declaration, the Grantor shall have the right to enforce the terms and conditions of this Declaration and shall have the right to seek and obtain temporary and/or permanent injunctive relief against the then owner, occupant or tenant of the Property. All of the remedies permitted or available under this Declaration shall be cumulative and not alternative to any other remedies available at law or in equity, and an invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

6. **Transfers.** The Declarant shall not permit any transfer, conveyance, sale, assignment, or lease, whether voluntary or involuntary or by action of law, of all or any portion of the Property or the Project, without the prior written consent of Grantor.

7. **Covenant Running with Land; Binding on Successors and Assigns.** This Declaration and the restrictions contained herein shall burden the Property and be appurtenant to and benefit the Grantor. The restrictions and provisions herein shall run with the Property and shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

8. **Superiority.** The burdens of this Declaration are, and will at all times be, prior and therefore superior to the lien or charge of any mortgage or deed of trust hereafter made affecting

the Property or any part thereof, including any improvements now or hereafter placed thereon, and notwithstanding a foreclosure or other voluntary or involuntary transfer of title pursuant to such instrument, will remain in full force and effect.

9. **Severability.** If any clause, sentence or other portion of this Declaration shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portion hereof shall remain in full force and effect and the court shall construe this Declaration as much as possible to give rise to the intent to the language hereof.

10. **Attorneys' Fees.** In the event of any action at law or in equity to enforce any of the provisions and/or rights under this Declaration, the prevailing party in such action shall be awarded reasonable attorneys' fees and court costs incurred therein.

11. **Governing Law.** This Declaration shall be governed by and construed in accordance with the laws of the State of Colorado.

12. **Consent to Jurisdiction and Venue.** DECLARANT AGREES THAT ANY CONTROVERSY ARISING UNDER OR IN RELATION TO THIS DECLARATION SHALL BE LITIGATED EXCLUSIVELY IN COLORADO. THE STATE AND FEDERAL COURTS AND AUTHORITIES SITTING IN THE CITY AND COUNTY OF DENVER, COLORADO, SHALL HAVE EXCLUSIVE JURISDICTION OVER ALL CONTROVERSIES WHICH SHALL ARISE UNDER OR IN RELATION TO THIS DECLARATION. DECLARANT IRREVOCABLY CONSENTS TO SERVICE, JURISDICTION, AND VENUE OF SUCH COURTS FOR ANY SUCH LITIGATION AND WAIVES ANY OTHER VENUE TO WHICH IT MIGHT BE ENTITLED BY VIRTUE OF DOMICILE, HABITUAL RESIDENCE OR OTHERWISE. HOWEVER, NOTHING HEREIN IS INTENDED TO LIMIT GRANTOR'S RIGHT TO BRING ANY SUIT, ACTION OR PROCEEDING RELATING TO MATTERS ARISING UNDER THIS DECLARATION AGAINST DECLARANT OR ANY OF DECLARANT'S ASSETS IN ANY COURT OF ANY OTHER JURISDICTION.

13. **Counterparts.** This Declaration may be executed in one or more counterparts.

[SIGNATURES ON THE FOLLOWING PAGE]

In witness whereof, Declarant and Grantor have executed this Declaration as of the Effective Date.

DECLARANT:

CITY OF SALIDA, COLORADO,
a Colorado statutory city

By: _____
Mayor Dan Shore

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2025, by Dan Shore, as the Mayor of the City of Salida, a Colorado statutory city.

Witness my hand and official seal.

My commission expires: _____

Notary Public

[S E A L]

GRANTOR:

COLORADO HOUSING AND FINANCE
AUTHORITY, a body corporate and political
subdivision of the State of Colorado, solely in its
capacity as the Program Administrator for the
AFFORDABLE HOUSING FINANCING FUND,
managed by the Colorado Office of Economic
Development and International Trade, a Colorado
state agency

By: _____

Name: _____

Title: _____

Colorado Housing and Finance Authority

STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ____ day of _____ 2025, by _____, as _____ of the Colorado Housing and Finance Authority, a body corporate and political subdivision of the State of Colorado, program administrator on behalf of the Colorado Office of Economic Development and International Trade, a Colorado state agency, manager of the Affordable Housing Financing Fund.

Witness my hand and official seal.

My commission expires: _____

Notary Public

[S E A L]

EXHIBIT A

(To Declaration of Restrictive Covenant)

Legal Description of the Property

Tract No. 3 and Tract No. 4, per the Lowry/Cooper Boundary Line Adjustment Plat recorded June 16, 2003, as Reception No. 335781, Chaffee County, Colorado.

Also known as 507 Scott Street, Salida, CO 81201, APN 380704300042.

**AFFORDABLE HOUSING FINANCING FUND
LAND BANKING PROGRAM**

CERTIFICATION REGARDING ENVIRONMENTAL CONDITIONS

SALIDA EASTSIDE SENIOR LIVING APARTMENTS

With regard to development of the Salida Eastside Senior Living Apartments Project, to be located at 507 Scott Street, Salida, Colorado 81201 and consisting of approximately 2.6 acres (the “**Project**”), the undersigned authorized representative of the City of Salida, a Colorado statutory city (the “**Grantee**”), states, to the best of his or her knowledge and belief, that:

Grantee and the Project are in compliance with applicable environmental laws, regulations, permits, orders, or other environmental requirements and that the real and personal property comprising the Project do not contain hazardous wastes or other adverse environmental conditions or such conditions have been resolved or mitigated in accordance with applicable law.

Dated as of: _____, 2025.

GRANTEE:

CITY OF SALIDA, COLORADO,
a Colorado statutory city

By: _____
Mayor Dan Shore

**AFFORDABLE HOUSING FINANCING FUND
LAND BANKING PROGRAM**

**CLOSING CERTIFICATE OF GRANTEE
CITY OF SALIDA, COLORADO**

The City of Salida, a Colorado statutory city (the “Grantee”), in connection with the Grantee’s request for a grant in the amount of Seven Hundred Fifty Thousand and no/100 Dollars (\$750,000.00) (the “Grant”) from the COLORADO HOUSING AND FINANCE AUTHORITY, a body corporate and political subdivision of the State of Colorado, solely in its capacity as the Program Administrator for the AFFORDABLE HOUSING FINANCING FUND, managed by the Colorado Office of Economic Development and International Trade, a Colorado state agency (“Grantor”) for Grantee’s acquisition and preservation of land for the development of affordable rental housing and homeownership, and/or mixed use (the predominate use of which is affordable housing) known as the Salida Eastside Senior Living Apartments Project, to be located at 507 Scott Street, Salida, Colorado 81201, consisting of approximately 2.6 acres (the “Project”), hereby certifies through the undersigned that:

1. Dan Shore is the Grantee’s Mayor, and in such capacity, has the full power and authority to act on behalf of Grantee, and the power to execute and deliver documents, instruments, agreements, and certificates on behalf of the Grantee in connection with the Grant.

2. The attached Exhibit A is a true and complete copy of the local government formation document of the Grantee, duly adopted, with all amendments, if any, attached and incorporated (the “Articles of Incorporation”). Except for any amendments attached to or incorporated in Exhibit A, such documents have not been amended, terminated, or canceled, and they remain in effect as of the date of this Closing Certificate.

3. The Grantee is a statutory city, duly organized, validly existing, and in good standing under the laws of the State of Colorado. Grantee has the necessary power, authority, and licenses to operate its properties and transact business. No proceedings looking toward the dissolution or liquidation of the Grantee have been commenced, and no such proceedings are contemplated, and no petition in bankruptcy or similar proceedings have been filed by or, to the knowledge of the Grantee, against the Grantee.

4. The attached Exhibit B is a true and complete copy of the resolution or resolutions (the “Resolution”) authorizing the Grant and all aspects of the transaction, which Resolution has not been amended, rescinded, or modified, remains in effect, and does not violate or conflict with Grantee’s Articles of Incorporation. Exhibits A through B are referred to herein as the “Entity Documents.”

5. Each of the following documents, as executed, is in the form approved by the Resolution adopted by and on behalf of the Grantee:

- a. Resolution;
- b. Grant Agreement;

- c. Declaration of Restrictive Covenants;
- d. Certification Regarding Environmental Conditions, if applicable;
- e. This Closing Certificate of the Grantee (the “Closing Certificate”).

Collectively, these documents are referred to as the “Grant Documents,” all of which were duly approved by, and authorized to be executed, sealed and delivered on behalf of the Grantee.

6. The Grantee has the full power and authority to execute, deliver and perform the Grant Documents and this Closing Certificate on behalf of the Grantee, and the execution, delivery and performance of all agreements, certificates and documents required to be executed, delivered and performed by the Grantee, in order to carry out, give effect to and consummate the transactions contemplated by the Grant Documents have been duly authorized by all necessary action by the Grantee; each of the Grant Documents is in full force and effect on and as of the date hereof; and no authority for the execution, delivery or performance of any Grant Document has been repealed, revoked or rescinded to and including the date of this certificate.

7. The execution, delivery and performance of each of the Grant Documents, the consummation of the transactions therein contemplated and compliance with the provisions of each do not and will not (i) conflict with, violate or result in a breach of any of the terms or the provisions of, or constitute a default under any existing rule, regulation, ordinance, writ or injunction, or the Entity Documents; (ii) require consent under (which has not heretofore been received), or result in a breach or default of, any credit agreement, indenture, purchase agreement, mortgage, deed of trust, commitment, guaranty, agreement or any other instrument to which the Grantee is a party or by which the Grantee may be bound or affected, or (iii) conflict with or violate any existing law, rule, regulation, judgment, order or decree of any government, governmental instrumentality or court, domestic or foreign, having jurisdiction over the Grantee or any of its properties.

8. No event of default specified in the Grant Documents and no event, which with notice or lapse of time or both would become such an event of default, has occurred and is continuing.

9. The representations and warranties of the Grantee in the Grant Documents are true and correct on and as of the date hereof with the same force and effect as though such representations and warranties were made on and as of the date hereof.

10. The Project is located in a jurisdiction that has filed a commitment to increase affordable housing and opted into funding under Proposition 123 (as such term is defined in the Grant Documents).

11. No litigation is pending or threatened calling into question or which, if adversely determined, would affect (i) the creation, organization or existence of the Grantee; (ii) the validity of the Grant Documents; or (iii) the authority of the Grantee to make or perform the Grant Documents. No proceedings are pending or threatened against or affecting the Grantee which

involves the possibility of materially and adversely affecting the business, prospects, profits or condition (financial or otherwise) of the Grantee, nor is the Grantee in default with respect to any order of any court, governmental authority or arbitration board or tribunal or any prior Grant made to it by the Grantor.

12. The Project is currently in compliance with and will be operated in compliance with all federal, state, and local laws and ordinances, including rules and regulations, relating to zoning, building, safety, parking, open space, accessibility, and environmental quality. Specifically, the Grantee confirms that the Project meets or will meet, as applicable, the design and construction requirements of all applicable federal, state, or local accessibility requirements. Further, Grantee represents that the Project is not a pre-existing non-conforming use under the current zoning ordinances. Finally, Grantee and the Project are in compliance with applicable environmental laws, regulations, permits, orders or other environmental requirements, and the real property comprising the Project does not contain hazardous wastes or other adverse environmental conditions, except as otherwise disclosed in writing to Grantor.

13. No change has occurred in the financial condition of the Grantee or in any other aspect of the financing proposal of which the Grant is a part which, in the judgment of Grantor, materially, adversely affects the Grantee's ability to repay the Grant in the event of default or makes unreasonable or unreliable any of the financing assumptions upon which such repayment is predicated.

14. The Grantee certifies that the Project has been, or will be, designed to meet each of the following environmental sustainability standards:

- a. Certification from one of the following:*
 - i. 2020 Enterprise Green Communities (EGC)
 - ii. Leadership in Energy and Environmental Design LEED v.4.1 (LEED)
 - iii. National Green Building Standards NGBS ICC-700-2020 (NGBS)
 - iv. Zero Energy Ready Homes standard (US DOE)
- b. All-electric building using high efficiency electric appliances such as heat pumps and heat pump water heaters, or a mixed-fuel building that includes pre-wiring for efficient electric heating and appliances and includes pre-wiring to enable future installation of EV charging station(s) for at least 10% of parking spots or greater if required under local codes.
*Developments that achieve all-electric construction with high-efficiency electric appliances may opt-out of a formal green building certification.
- c. Utilize water-efficient design inside and outside. Full guidance can be found at coloradowaterwise.org.
- d. Located within a half mile of existing or planned transit corridors.

15. All information given to the Grantor is accurate, and the Grantee has not omitted any material facts. All representations made by, or on behalf of, the Grantee to the Grantor in connection with the Grant shall be true and correct, to the best of the Grantee's actual knowledge, after due diligence, as of the date of funding of the Grant.

[SIGNATURES ON THE FOLLOWING PAGES]

By: _____
Mayor Dan Shore

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025,
by Dan Shore, as Mayor of the City of Salida, a Colorado statutory city.

(S E A L)

Notary Public

EXHIBIT A
Grantee's Articles of Incorporation

EXHIBIT B
Grantee's Resolution



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	April 15, 2025

AGENDA ITEM

Resolution 2025-27, A Resolution of the City Council of the City of Salida Colorado, Accepting a Grant from the Colorado Aeronautical Board in the Amount of \$450,000

BACKGROUND

Salida Airport received supplemental funding, In the amount of \$450,000 for the fuel farm construction. Chaffee County accepted this funding via Resolution 2025-14, Accepting a Grant from the Colorado Aeronautical Board in the Amount of \$450,000 on April 1, 2025.

STAFF RECOMMENDATION

Staff recommend City Council accept the additional funding.

FISCAL IMPACT

The award of this funding will assist in the construction of the project and will, hopefully ensure Salida's budget is less negatively impacted.

MOTION

A City Councilmember should state "I move to _____ Resolution 2025-27, A Resolution of the City Council of the City of Salida Colorado, Accepting a Grant from the Colorado Aeronautical Board in the Amount of \$450,000", followed by a second and a roll call vote.

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 17
(Series of 2025)**

A Resolution of the City Council of the City of Salida Colorado, Accepting a Grant from the Colorado Aeronautical Board in the Amount of \$450,000

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

WHEREAS, The General Assembly of the State of Colorado declared in Title 43 of the Colorado Revised Statutes, Article 10, 1991 in CRS §43-10-101 (the Act) “... that there exists a need to promote the safe operations and accessibility of general aviation in this state; that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of this state is crucial in the event of a medical or other type of emergency...”; and

WHEREAS, The Act created the Colorado Aeronautical Board (“the Board”) to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics (“the Division”) to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. SEE CRS §43-10-103 and C.R.S. §43-10-105 and CRS §43-10-108.5 of the Act; and

WHEREAS, Any eligible entity operating a public-accessible airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports as request assistance by means of a Resolution passed by the applicant’s duly-authorized governing body, which understands that all funds shall be used exclusively for aviation purposes and that it will comply with all grant procedures, grant assurances and requirements as defined in the Division’s Programs and Procedures Manual, (“the Manual”) and the Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding (“Grant Assurances”) attached hereto as Exhibit C.

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

1. The foregoing recitals are hereby incorporated as conclusions, facts, determinations and findings of the City Council.
2. The City of Salida, as a duly authorized governing body of the grant applicant, hereby formally requests assistance from the Colorado Aeronautical Board and the Division of Aeronautics in the form of a state aviation system grant.

3. The City of Salida states that such grant shall be used solely for aviation purposes, as determined by the State, and as generally described in the Application.
4. By signing this Grant Agreement, the applicant commits to keep open and accessible for public use all grant funded facilities, improvements and services for their useful life, as determined by the Division and stated in the Grant Agreement and Grant Assurances.
5. The City of Salida hereby designates the Project Director, as described in the Manual and authorizes the Project Director to act in all matters relating to the work project proposed in the Application on its behalf, including executions of the Grant Agreement and any amendments.
6. The City of Salida has appropriated or will otherwise make available in a timely manner all funds, if any, that are required to be provided by the Applicant under the terms and conditions of the Grant Agreement.
7. The City of Salida hereby accepts all guidelines, procedures, standards, and requirements described in the Manual as applicable to the performance of the grant work and hereby approves the Grant Agreement submitted by the State, including all terms and conditions contained therein.
8. The City Administrator or designee is hereby authorized to take any further action reasonably necessary or prudent to carry out the effect of this Resolution.

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

CITY OF SALIDA, COLORADO

By _____

Mayor

[SEAL]

[ATTEST] _____

City Clerk/Deputy City Clerk



DEPARTMENT UPDATES

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	March 18, 2025

Administration and Human Resources

- Colorado Energy Office released the EECBG funds to complete a County wide Greenhouse Gas emission inventory and hire a contractor for regional sustainability projects. We put out an RFQ and expect it to close on April 14th. Interviews for the contractor position will start that week.
- We are supporting the May 19th E-Waste Event at the Fairgrounds
- We are supporting a Residential Curbside Composting Program with Elements Composting starting on Earth Day, April 22nd
- We are partnering with Faricy Boys to put on an Electric Vehicle Ride and Drive event on May 10th from 1-3pm.
- Finalized signage to go downtown. The signage features message saying "Pardon our Dust". Please see an example below.
- Updated the City website with the new Agenda Management Software and our City projects page
- The City of Salida had a booth at the Home and Garden Show. We had 6 volunteers participate and three staff members to provide information and giveaway specialty LED lightbulbs and stickers.



Arts and Culture

- Steamplant & Scout Hut Operations:
 - Continuing new bar plan in Ballroom- beginning soon (TBD)
 - Ongoing purge of items
 - Lots of new paint.
 - Two new Events Staff hired- training beginning April 14th.
 - Steamplant event contract still under review
 - **Total Events: 43**
 - 16 Total Events were not paid rentals (this includes Boy/Girl/Cub Scout Mtgs, Creative Mixer, City Events/meetings, movie night). Of those events, 3 events had bar revenue and 2 events had ticket sale revenue (SP Films)
 - 30 different groups used the SteamPlant Facilities.
 - SteamPlant Events: 21
 - Scout Hut Events: 22



DEPARTMENT UPDATES

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	March 18, 2025

- Total Number of People Attending SteamPlant/Scout Hut Events: 2,846
- The highest attendance events in March: Wicked (297) and Sventastik (345)
- Public Art
 - The Public Art Commission held their retreat March 27. Diesel spoke about code, roles, and responsibilities with the members. Tina will follow up with additional items throughout the year.
 - Volunteers for the PAC hosted a reception for artist Ed Haddaway with a ribbon cutting, opportunity to meet the artist, view his work, and enjoy refreshments.
 - A Call for Art was released for designs for trash enclosures at the SteamPlant. Artists will apply on the artist website Call for Entry CaFE. Submissions are due April 16.
 - A Call for art was released for the 2nd annual Salida Chalk Festival to be held Saturday, June 28. Artists will apply on the artist website Call for Entry CaFE. Submissions are due May 2.
- Arts and Culture Programming
 - Arts & Culture hosted the artist reception for painter Andrew Dengate. About 100 attendees viewed the art and heard from the artist.
 - Movies at the SteamPlant- Arts & Culture hosted a successful Wizard of Oz and Wicked weekend. Over 400 people attended the weekend of movies, and many attendees posed in the SteamPlant's photo booth, dressed in costume, and enjoyed the preshow performances by all- student musical theatre group SnowCaps Theatre.
 - City staff are continuing to coordinate First Fridays to support the Creative District designation, and new businesses participate each month. Businesses stay open late and galleries host receptions and live music.
 - Arts & Culture is working on a marketing plan, including the transition to Constant Contact and aligning with City branding and discussing next steps with Civic Brand.
 - **Coming up- April:**
 - Salida Arts & Culture hosts artists from Community Arts at TRex Hall. A group show featuring painting, pastel, photography, and ink will be exhibited throughout the month of April.
 - The April Creative Mixer hosted by Salida Arts & Culture with Salida Council for the Arts will be held April 10.
 - Tina is prepping for Summer Art Camps including scheduling, training, planning activities, and ordering supplies.
 - Arts & Culture staff- Diesel and Tina will meet with artistic directors of Salida theatre and dance companies on Friday, April 11 and dialogue about the transition in Arts & Culture and the service category process, and the SteamPlant facility.
 - Tina and Diesel are planning to attend the Colorado Creative Industries Conference with 30+ creative districts from across the state in Grand Junction in May.
 - Movies at the SteamPlant- Arts & Culture hosts the 2025 Oscar nominated Live Action Shorts on April 10 and the Animation Shorts on April 24. The April 10 Shorts will follow the Creative Mixer. And the April 24 Live Action Shorts features a preshow talk by Salida illustrators Ryan O'Brien, Kat Been, and Nater Calderone.
 - Summer Concert Series- Arts & Culture in finalizing the schedule for the 2025 Summer Concert Series



DEPARTMENT UPDATES

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	March 18, 2025

- Public Art
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 - A Call for art was released for the 2nd annual Salida Chalk Festival to be held Saturday, June 28. Artists will apply on the artist website Call for Entry CaFE. Submissions are due May 2.
 - The Public Art Commission will meet April 17 to review and select designs for the trash enclosures. The PAC has called a special work session on April 16 to review policy and bylaws.

City Clerk

- We are now using the updated agenda/packet management software. If you have any questions about the Board Portal, please feel free to reach out to me.
- We have processed 25 CORA requests so far this year.
- Municipal Court had 25 cases in March and April has 37 cases.
- In March and April, we processed 5 amplified sound permits for public hearings.
- Processing one new liquor license, and several liquor license renewals.
- We are preparing for short-term rental renewals. While the deadline for renewal applications is June 1st, we begin receiving and reviewing the applications in mid-May.

Community Development

- Building Permits: We have received 43 building permits through April 8, including 16 primary units and 9 accessory dwelling unit.
- 1st and D Apartments Space-to-Create Project: Artspace has been busy applying for a few large grants that will be instrumental in getting this project off the ground. They anticipate learning about the grant awards sometime early summer. In the meanwhile, City staff has applied for an additional pre-development grant worth \$50K which could help supplement the City's contributions.
- Community Development recently welcomed the newest member of our team, Tommy Sherwood, who is our new Planning Technician. Tommy comes from an engineering and construction management background (both in Scotland and here in the US) and is drinking from the fire hose already. Come by and introduce yourself anytime!
- Staff and the City attorneys have been working diligently over the last few months on closing the deal for 2.6 acres on the east side of town for a future affordable senior living development and adjacent public park space. Once the property is secured and mostly paid for via a Colorado Housing and Finance Authority (CHFA) landbanking grant, staff will initiate annexation and zoning proceedings as well as issue an RFP/RFQ for a Low-Income Housing Tax Credit (LIHTC) developer to lead the project.
- Staff continue to work on finalization of the draft consolidated land use code. A public meeting will be held on April 22nd at the SteamPlant to unveil the draft code and proposed new zoning map, and to discuss the differences between current and future code/map.

Finance



DEPARTMENT UPDATES

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	March 18, 2025

- The auditor's fieldwork is mostly complete, we have not had our exit interview, but it appears that all went well and that we should once again obtain a clean audit opinion. The council can look forward to receiving a presentation from the auditors along with the audited financial report at a June meeting.
- The March water and wastewater bills have been mailed, marking the first billing period under the new rate structure developed in collaboration with Ehlers. Some utility customers have expressed confusion as the bills may look different, and in some cases, the amounts billed are higher or lower than usual due to the new rate adjustments. It's important to note that these changes were carefully considered, which is why we engaged professionals with expertise in rate-setting. The new rates are intended to address deferred maintenance at both plants and to ensure the City can continue to provide these essential services at a high standard.
- Staff's attention is turning away from the audit and looking forward to planning for the 2026 budget season. As was discussed at the retreat funds will be tight.
- After bid results are known for remodeling the police station, Council may be asked to approve a 2025 budget amendment to begin the remodeling efforts this year. Alternatively, Council may choose to postpone the project, staff will work on an analysis that details the pros and cons to help with the decision-making process. This discussion is anticipated to occur this summer.
- The following table shows some of the key daily accounting work that is accomplished in the office.

Finance Office - Key Operating Metrics	2024			2025		
	Oct	Nov	Dec	Jan	Feb	Mar
Number of front desk customers served	246	181	200	220	187	234
Number of invoices paid	415	409	315	375	350	359
Number of utility bills processed	4,335	4,331	4,354	4,362	4,367	4,368
Number of online utility payments received	2,773	2,811	2,798	2,890	2,939	2,907
Number of delinquent utility accounts processed	487	389	472	375	350	370
Number of journal entries prepared	56	22	63	58	66	23
Number of payroll checks processed	321	340	303	321	340	324
Number of utility service orders processed	116	56	53	35	255	124
Number of new construction utility accounts set up	4	6	1	5	5	1
Number of Accounts Receivable billings	40	37	44	33	32	32
Percent of Utilities customers paying via digital payment methods	64.0%	64.9%	64.3%	66.3%	67.3%	66.6%

Fire

- New Fire Station Open House & General Updates - We are excited to invite the community to the New Fire Station Open House, tentatively scheduled for Friday, May 23rd from 11:00am to 2:00pm. This will be a fantastic opportunity to tour our state-of-the-art facility and learn more about the services we provide to the Salida community. While we're in the final stages of construction, the fire station is rapidly nearing completion, with only minor repairs and warranty work remaining. We can't wait to officially open our doors to the public and show off the improvements that will help us serve the community even better.
- Salida Fire Department Takes Driver Operator Certifications to the Highest Standard - Under Chief Jonke's initiative to prioritize our department's driving capabilities, ensuring that all Salida Fire Department personnel are certified to the highest standard, our crews are currently undergoing training to obtain their Driver, Operator,



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Pumper certification. This certification is essential for ensuring that our team is well-equipped to operate the fire engines and other vehicles efficiently and safely during emergency responses. By achieving this certification, our department not only improves the safety of our team and the public but also reinforces the high standards and training that Chief Jonke continually promotes within our ranks. This certification aligns with our department's focus on professional development and readiness, setting a solid foundation for safer and more effective responses.

- Collaboration with REACH Air Medical Services: Helicopter Safety Training - Recently, Salida Firefighters participated in a critical training session alongside REACH Air Medical Services, focused on the safe and effective integration of helicopter transport during emergencies. This hands-on training, conducted over multiple shifts, was designed to ensure our team is prepared for high-stress situations where air medical transport could be necessary.
 - Key Training Objectives Included:
 - Securing Patients for Air Transport: Each shift was trained on how to safely secure a patient into the helicopter, ensuring their safety and comfort during air transport. This vital skill helps minimize risk and ensures a smooth transition from the ground to the helicopter.
 - Helicopter Approach and Maneuvering: Firefighters also learned the proper techniques for maneuvering around a helicopter during emergencies. Understanding how to approach the aircraft safely, especially in high-stress environments, is critical for the safety of both our personnel and the air medical crew.

The training emphasized the importance of communication and coordination between fire crews and REACH Air Medical Services, reinforcing our ability to respond swiftly and effectively to critical incidents. With this knowledge, our firefighters are better equipped to handle complex rescue scenarios, ensuring the best possible care for patients during transport.

We are grateful for the partnership with REACH and the opportunity to enhance our team's skills in this crucial area of emergency response.

- Mitigation Efforts: A Collaborative Approach to Community Safety - The Salida Fire Department, South Arkansas Fire Protection District (SAFPD), National Civilian Community Corps (NCCC), Southwest Conservation Corps (SCC), and Colorado Firecamp have come together to complete an impressive \$170,000 worth of mitigation work within our community. These efforts were part of a collaborative initiative to reduce wildfire risks and improve overall community safety. A major factor in making this mitigation work possible was a housing trade arrangement at the 124 E Street Station. This partnership has allowed organizations like NCCC, SCC, and Colorado Firecamp to work in the area and contribute their time and resources to the effort. By sharing resources and expertise, this collaborative approach has made a tangible impact on our community.
- Ranch Hand Mitigation Program: Assisting Local Ranchers with Controlled Burns: The Ranch Hand Mitigation Program, a collaborative effort between the South Arkansas Fire Protection District and the Salida Fire Department, continues to help local ranchers manage wildfire risks and enhance land stewardship through controlled burns. This program allows ranchers within the county to call the fire department and schedule a time for crews to assist with controlled burns, which can help reduce hazardous fuel loads and improve pastureland. The program has already seen great success, with many controlled burns completed. These burns are carefully planned and executed under the guidance of fire professionals to ensure they are safe, effective, and beneficial for the land.



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However, the program has faced a few delays due to ongoing drought conditions and high winds in the area, which can create challenges for safely conducting burns. We remain committed to working closely with ranchers to reschedule burns when conditions improve, ensuring both safety and effectiveness.



Parks and Recreation

- Parks
 - Cleora Park Construction Request for Proposals is live.
 - Riverside Park Climbing Wall – New holds and re-route in progress.
 - Springs Cleanup of River path.
 - Extending offer to new Municipal Parks Worker III
 - Review and approve events schedule.
 - Spring Cleanup
 - Looking to start turning on irrigation this month.
 - Skills park maintenance work
 - [City trail counter data Q1 2025.docx](#)
 - City Park counters have been steady
 - Ark hills trail counter significant increase over the years- 30% increase in 2 years
 - Skills park has seen 25k uses just the last 3 months
-
- Aquatics
 - Longfellow Lessons are off to a great start. Donna Rhoads is having a Water Safety Instructor class during the lessons which allows the new teachers to have hands-on training
 - Pool hours have changed for the month of April. Monday, Tuesday, Wednesday the pool is open 6am-1pm; Thursday 6am-1pm and 4pm-8pm; Friday 6am-8pm; Saturday 10:30am-6pm and Sunday 12pm-6pm
 - The Pool will be closed May 2 – 18 for deck and lobby resurfacing and spring maintenance



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- Jennifer Davisson will be attending the Hot Springs Conference in May in Glenwood Springs – The purpose of the event is to provide networking opportunities, seminars and workshops for commercial mineral pools, spas and resorts.
- Recreation
 - **FIBArk races**
 - Registration is going to open soon
 - **Youth Baseball and youth softball**
 - (Ages 5 – 18)
 - Registration is open, closing on May 11
 - **Adult Softball**
 - Registration is open, and team registration closes May 9.
 - **Adult Dodgeball**
 - wrapped up with 59 participants this year, 20% decrease from last year.
 - **Youth wrestling**
 - finished, and they wrapped up their season April 7.
 - We had 67 participants, which is a 8% growth from last year.
 - **Coed volleyball tournament**
 - The tournament was canceled due to low enrollment, and we'll reevaluate for next year.
 - **Youth volleyball league**
 - We have 57 participants signed up in it's first season
 - **Intro to kayaking**
 - April 1 – April 22, we have 9/14 spots filled.
 - **Scholarships are back up and running!**
 - We are offering \$100 scholarships quarterly. More info available on the city website
 - **Sponsorships**
 - We will be sharing our new Sponsorship document in the next couple of weeks.
 - **Volunteer appreciation party**
 - We're hosting our volunteer appreciation night April 29, at the Salida Arcade. We'll be serving moonlight pizza, and would love to have council members join us to support the amazing volunteers the city has. Please RSVP with Ryan @ Ryan.Wiegman@cityofsalida.com
 - **Field Trip Fridays**
 - Run Fridays April 11 - May 23.
 - Ages 5 – 12
 - **Mobile Recess**
 - will start June 4
 - **Women's volleyball League**
 - is running and has 9 teams playing
- Facilities
 - RFP sent out for City wide janitorial services. Submittal deadline is 4/21/25
 - Interviews for Toubert Maintenance Building and Grounds worker we conducted. We are waiting for approval from County to hire the qualified candidate to take over the Toubert maintenance.
 - Facilities Master Plan meeting with consultants happened on 3/24-25. They will update us on the best use of our facilities and department usage moving forward with our expected growth.
 - Christmas Mountain light bulb count. About 5000 light bulbs need to be removed and replaced every year if someone is to continue the tradition. ~100 worker-hours needed a year



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- Exploring options for new Steam plant Ballroom Bar
- Events
 - **Underwater Easter Egg Hunt**
 - **Date:** 4/17
 - **Time:** 4:00 – 8:00 PM
 - **Location:** Salida Hot Springs Aquatic Center
 - **Salida Enduro Series**
 - **Date:** 4/2, 4/9, 4/16, 4/23
 - **Time:** 5:30 – 7:00 PM
 - **Location:** on S Mountain with the start & finish line in the F St parking lot
 - **Pole, Pedal, Paddle**
 - **Date:** Sunday 4/13
 - **Time:** all day
 - **Location:** Racers exit the water and carry their boats from the river (just before the boat ramp) to the finish line at High Side
 - **Easter Egg Hunt**
 - **Date:** Saturday 4/19
 - **Time:** set-up starts at 7AM, bunny arrives at 9AM
 - **Location:** Thonhoff Park
 - **E Waste Event**
 - **Date:** Saturday 4/19
 - **Time:** 1:30 – 5:00 PM
 - **Location:** Marvin Park parking lot
 - **Salida Enduro Final Race**
 - **Date:** Saturday 4/26
 - **Time:** 8:00 AM – 3:00PM
 - **Location:** S Mountain
 - **Laxo de Mayo Lacrosse Tournament**
 - **Date:** Saturday 5/2 & Sunday 5/3
 - **Time:** all day
 - **Location:** Marvin Park
 - **Clean Up Green Up/Gear Up for Summer**
 - **Date:** Saturday 5/17
 - **Time:** 7:00AM – 3:00PM
 - **Location:** Riverside Park

Police

- Officer Michael Blais is on the shadow phase of FTO. If completed, he will be on his own in two weeks.
- Both students in the academy are doing well. They have six weeks until they take their Colorado POST examination.
- Our FLOCK cameras have been instrumental in several recent cases. I cannot speak enough about how good this tool is for our community.
- With it warming up, we are seeing more activity around the community in the evenings. I want to remind everybody to keep their vehicles locked when not in use.



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- You may have noticed by now, but the four-way stop has been installed over by the post office on D St. I've already had multiple citizens comment about that being long overdue.

Public Works

- Planning and Construction
 - Streets
 - Oak Street – Preplanning meetings with CDOT initiated for the 2025 start up (May/June/TBD)
 - Downtown Improvement Project – Water utility work completed, XCEL to start on their components, and streetscape concrete being initiated at 2nd and F Streets
 - SRTS CDOT Local Agency Project - Final FOR plans submitted to CDOT. To be bid after West SH-291 Improvements due to grant timelines.
 - 50-291 Intersection (CDOT Project) – Attended landscape design meeting with project team. CDOT contractors are underway on intersection design.
 - West 291 Entry (Mesa Ln to M St) – Attended final design review meetings with CDOT staff and engineers.
 - Utilities
 - Rate Study drafting by Ehlers completed. Working with Ehlers on commercial property ERU definitions and guidelines.
 - Updating Poncha Sewer line plans based on direction provided. Project anticipated to be ready to bid out this next month.
 - Other CIP Items
 - South Ark Neighborhood – Preliminary site plans being drafted as well as project coordination with river restoration project team members.
- Operations
 - Streets
 - Design, ordering, and planning for swapping out downtown signage to reflect 3-hr limits and snow plow regulations
 - Fabrication and install of new handrailing at Spur Trail ditch crossing at 1st Street
 - Clean-up work and grading at public parking lots
 - Grading and clean up of Spiral Drive
 - Utilities
 - Staff has re-focused efforts to continue smart meter swap out
 - Considerable maintenance underway at the gallery system with repair planning
 - The integration of WTP SCADA re-build is in progress
 - Staff celebrated the retirement of Steve Hersch after an impressive 38 years with the City!**

