



City Council Regular Meeting

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

July 1, 2025 at 6:00 PM

Agenda

Please register for Regular City Council Meeting

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Civility Invocation

Call to Order

Pledge of Allegiance

Roll Call

Consent Agenda

1. Approve Agenda
2. Approve June 17, 2025 Minutes
3. **Ordinance 2025-09** An Ordinance of the Salida City Council Amending Chapter 16 of the City's Municipal Code by Amending Section 16-4-190 Regarding Natural Medicine and Amending Section 16-4-150(d) Regarding Table of Permitted Uses. Approve on first reading and set second reading and public hearing for July 15, 2025.
4. **Ordinance 2025-10** An Ordinance of the City Council of the City of Salida, Colorado Annexing to the City of Salida a Certain Tract of Land in Unincorporated Chaffee County known as 7305 County Road 160 – Mesa Ridge Annexation. Approve on first reading and set second reading and public hearing for July 15, 2025.
5. **Ordinance 2025-11** An Ordinance of the City Council of the City of Salida, Colorado Zoning Certain Real Property known as the 7305 County Road 160 – Mesa Ridge Annexation as Medium Density Residential (R-2) Zone District. Approve on first reading and set second reading and public hearing for July 15, 2025.
6. **Ordinance 2025-12** An Ordinance of the City Council of the City of Salida, Colorado Annexing to the City of Salida a Certain Tract of Land in Unincorporated Chaffee County Known as 507 and 547 Scott Street – Granzella-City of Salida Annexation. Approve on first reading and set second reading and public hearing for July 15, 2025
7. **Ordinance 2025-13** An Ordinance of the City Council of the City of Salida, Colorado Zoning Certain Real Property Known as the 507 and 547 Scott Street – Granzella-City of Salida Annexation as High Density Residential (R-3) Zone District. Approve on first

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reading and set second reading and public hearing for July 15, 2025.

Amendment(s) to Agenda

Citizen Comment–Three (3) Minute Time Limit

Unfinished Business / Action Items

8. **Ordinance 2025-08** An Ordinance of the City Council of the City of Salida, Colorado Amending Chapter 1, Article IV of the Salida Municipal Code to Establish Procedures for the Entry of Default and Default Judgments, and the Collection of Unpaid Municipal Court Fines **(Second Reading and Public Hearing)**

New Business / Action Items

9. Conditional award of the US-50 Sewer Replacement Project
10. Consider award for construction contract with American Environmental Aviation for the completion of the Salida Airport Fuel Farm.
11. **Resolution 2025-26** A Resolution of the City Council of the City of Salida, Colorado, Approving a Coordinated Mail Ballot Election and Adopting the Uniform Election Code.
12. **Resolution 2025-27** A Resolution of the City Council of the City of Salida, Colorado, finding the 5-H LLC Annexation Petition to be in substantial compliance with state statutes and setting a public hearing on said petition.
13. **Resolution 2025-28** A Resolution of the City Council of the City of Salida, Colorado, A Resolution of the City Council of the City of Salida, Colorado, Approving an Amendment to the Intergovernmental Agreement with the South Arkansas Fire Protection District to Establish a Division Chief of Wildfire Position.
14. **Resolution 2025-29** A Resolution of the City Council of the City of Salida, Colorado, Approving an Amendment to the Intergovernmental Agreement Establishing the Chaffee County Intergovernmental Housing Authority.

Councilors, Mayor and City Treasurer Reports

Council Reports

Stephens - Airport Board and PROST

Fontana - Finance Committee and Greater Salida Recreation Corporation Board

Naccarato - CHA and Sustainability Board

Martin

Pappenfort - Finance Committee

Critelli

Mayor Report

Attorney Report

Treasurer Report

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Department Updates

Adjourn



City Clerk | Deputy City Clerk

Mayor

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City Council Regular Meeting

448 E 1st Street, Room 190 Salida, Colorado 81201
June 17, 2025 at 6:00 PM

Minutes

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Civility Invocation

Call to Order

Pledge of Allegiance

Roll Call

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

Amendment(s) to Agenda

Consent Agenda

Council Member Fontana moved to combine and approve items on the consent agenda, seconded by Council Member Pappenfort.

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

Approve Agenda

Approve June 3, 2025 Minutes

Ordinance 2025-08 An Ordinance of the City Council of the City of Salida, Colorado Amending Chapter 1, Article IV of the Salida Municipal Code to Establish Procedures for the Entry of Default and Default Judgments, and the Collection of Unpaid Municipal Court Fines. Approve on first reading and set second reading and public hearing for July 1, 2025.

MOTION PASSED

Citizen Comment–Three (3) Minute Time Limit

Adam Martinez spoke during citizen comment.

Unfinished Business / Action Items

New Business / Action Items

Approve the 2024 Annual Comprehensive Financial Report

Council Member Fontana moved to approve the 2024 Annual Comprehensive Financial Report, seconded by Council Member Martin.

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

MOTION PASSED

Resolution 2025-24 A Resolution of the City Council of the City of Salida, Colorado, Adopting 2025 Inclusionary Housing Maximum Sales And Rental Prices.

Council Member Critelli moved to approve Resolution 2025-24, seconded by Council Member Pappenfort.

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

Voting Nay: Council Member Martin

MOTION PASSED

Resolution 2025-25 A Resolution of the City Council of the City of Salida, Colorado, Amending the 2025 Fee Schedules.

Council Member Pappenfort moved to approve Resolution 2025-25, seconded by Council Member Martin.

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

MOTION PASSED

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

Reports were given.

Mayor Report

Report was given.

Attorney Report

Report was given.

Treasurer Report

Report was given

Department Updates

Updates were given

Adjourn Meeting adjourned at 7:36 pm



City Clerk | Deputy City Clerk

Mayor



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
City Attorney	Nina P. Williams - City Attorney	June 24, 2025

AGENDA ITEM

Ordinance No. 2025-09: An Ordinance of the Salida City Council Amending Chapter 16 of the City's Municipal Code by Amending Section 16-4-190 Regarding Natural Medicine and Amending Section 16-4-150(d) Regarding Table of Permitted Uses.

BACKGROUND

Please see the attached Memo re: Local Regulation of Natural Medicine for an overview of the laws and regulations surrounding natural medicine in Colorado. The following work sessions, meetings, and public hearings have occurred since January 7, 2025:

- **January 7, 2025:** The Salida City Council (Council) adopted an *Emergency Ordinance Imposing a Temporary Moratorium on the Submission, Acceptance, Processing, and Approval of Applications for the Establishment of a Business that Cultivates, Processes, or Dispenses Natural Medicine and the Establishment of any Business, Occupation, or Operation for Healing Centers in the City of Salida, Colorado*. This *Emergency Ordinance* was set to expire on July 7, 2025.
- **March 3, 2025:** Council held a work session in which it provided policy guidance to the City Attorney's Office in the drafting of an Ordinance re: local regulation of natural medicine.
- **May 13, 2025:** Planning Commission held a work session in which it provided policy guidance to the City Attorney's Office re: revisions to the proposed Ordinance re: local regulation of natural medicine.
- **June 3, 2025:** Council extended the temporary moratorium on natural medicine businesses and healing centers until August 18, 2025 via *Emergency Ordinance*.
- **June 10, 2025:** Planning Commission held a Public Hearing on the proposed Ordinance re: local regulation of natural medicine and recommended adoption by Council with the following amendments:
 - Section 16-4-190(u)(2) – Permitted location for natural medicine healing centers: While Council provided policy guidance to permit the operation of natural medicine healing centers in the Central Business District (C-2), the Commercial Zone District (C-1), and the Industrial District (I) as a use permitted by right, **Planning Commission recommended permitting such use subject to administrative review.**
 - Section 16-4-190(u)(3) – Permitted location for natural medicine businesses other than healing centers: While Council provided policy guidance to permit the operation of natural medicine healing centers in the Industrial District (I) as a use permitted by right, **Planning Commission recommended permitting such use subject to administrative review.**

- Section 16-4-190(u)(7) – Lighting of natural medicine businesses: **Planning Commission recommended removing the requirement that “all exterior lighting shall be downcast and shielded with a temperature of 3,000 Kelvin or warmer” from this section of the ordinance.**
- **July 1, 2025:** First Reading before City Council regarding the attached Ordinance pertaining to local regulation of natural medicine.
- **July 15, 2025:** Second Reading and Public Hearing before City Council regarding the Ordinance pertaining to local regulation of natural medicine.

RECOMMENDATION

- While the City Attorney’s Office appreciates the Planning Commission’s thoughtful debate and recommended amendments, we **do not recommend** requiring an additional step of an internal administrative review pursuant to S.M.C. § 16-3-60 prior to the opening of a natural medicine healing center or business for the following reasons:
 - State law requires the City to permit the establishment and operation of natural medicine healing centers and businesses within the confines of local time, place, and manner restrictions that do not conflict with state law and regulation.
 - Colorado Department of Revenue (CDOR) is required to review local ordinances re: the operation of natural medicine healing centers and businesses prior to the time in which it issues such businesses a license to operate in Salida. This means that CDOR not only ensures that such businesses comply with state law and regulations but local regulation of natural medicine as well before permitting such businesses to operate.
 - Some of the main benefits of enacting local regulations is that they allow the City to declare violations of such regulations a nuisance and demand abatement to continue operations and assess penalties against non-complying businesses. As a result, if, for example, a business opened up less than 1,000 feet from a school, the City could demand that it cease operations in that location without relying on the state government to step in since distance restrictions are codified locally in addition to being codified in C.R.S.
 - Requiring an administrative review before a natural medicine healing center or business can operate will result in unnecessary paperwork, backlog, and workload for Staff when State law and regulations, in combination with local regulations, contain very strict and clear time, place, and manner restrictions to operate such businesses.
- The City Attorney’s Office **has no opinion** regarding the recommended removal of the requirement that “all exterior lighting [outside of a natural medicine business] shall be downcast and shielded with a temperature of 3,000 Kelvin or warmer.”

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 setting second reading and the public hearing for Ordinance 2025-09 for July 15, 2025,” followed by a second and a roll call vote.

MEMORANDUM

To: Mayor Shore and City Council
From: City Attorney's Office – Betsy L. Stewart
Date: June 17, 2025
Re: Natural Medicine Ordinance

A. Introduction

This memo was previously provided to you in advance of the March 3, 2025 Work Session regarding Natural Medicine. It is included in your packet for first and second reading before Council as a refresher regarding the laws and regulations surrounding natural medicine and the manner in which it can be regulated by the City.

B. Historical Background of the Natural Medicine Act

In 2022 Colorado voters adopted Proposition 122 which is now codified as the Natural Medicine Act (NMA). *See* C.R.S. § 12-170-101, *et seq.* In 2023, the legislature adopted the Natural Medicine Code (NMC) which sets forth additional guidelines for the use and cultivation of natural medicine in C.R.S. § 44-50-101, *et seq.*¹

In short, Colorado voters determined that natural medicine should be utilized as an additional tool to address mental health issues in the state.² As a result, the purpose of the NMA is to establish a “new, compassionate, and effective approach to natural medicine” by (1) removing criminal penalties for personal use of natural medicine for adults 21 years of age and older; (2) developing and promoting public education regarding the use of natural medicine and appropriate training for first responders; and (3) establishing regulated access by adults 21 years of age and older to natural medicines that show promise in improving well-being, life satisfaction, and overall health.³ The legislature also recognized that the NMA and its regulations must balance the health and safety risks to consumers and the cultural harms it could cause to American tribes and Indigenous and traditional communities with connections to natural medicine.⁴

The Department of Regulatory Agencies (DORA) recently issued licensure and training regulations for natural medicine facilitators.⁵ Meanwhile, the Colorado Department of Revenue's (CDOR) regulations address all regulated natural medicine and natural medicine product businesses for the purposes of the cultivation, manufacturing, testing, storage, distribution, transport, transfer, dispensation, and licensure fees.⁶

¹ See <https://www.cpr.org/2023/06/21/colorado-psychedelic-law-for-psilocybin-mushrooms/> for a Colorado Public Radio News Article re: the historical background of Proposition 122.

² C.R.S. § 12-170-102(1).

³ C.R.S. § 12-170-102(1)(j).

⁴ C.R.S. § 12-170-102(2)(d).

⁵ 4 CCR 755-1.

⁶ 1 CCR 213-1.

C. Analysis of the NMA, NMC, and Regulations

1. What is natural medicine?

The term “natural medicine” currently applies to the hallucinogenic compounds of psilocybin and psilocin found in psychedelic mushrooms.⁷

2. How can natural medicine be used?

a. Personal Cultivation and Personal Possession

Personal cultivation of natural medicine is permitted on private property in an enclosed and locked space in an area of no more than 12 feet x 12 feet. Such cultivation area can be non-contiguous, i.e. in one 12' x 12' plot or twelve 1' x 1' plots, etc. Municipalities are permitted to exceed the space limitation by ordinance or resolution.

Unlike the state’s personal possession limit of 2 ounces for marijuana, there is no limit on personal possession of natural medicine in the state for adults 21 years of age and older (21+). 21+ adults can share natural medicine with other 21+ adults in the context of counseling, spiritual guidance, community based use, supported use, or related services so long as no remuneration is received except in bona fide harm reduction or support services used concurrently with sharing. It is important to note that the open and public display or consumption is prohibited as is the unlawful distribution and possession of natural medicine by or to individuals under the age of 21.⁸

b. Natural Medicine Healing Centers

A Natural Medicine Healing Center is a state licensed facility in which a facilitator can provide and supervise natural medicine services to a participant. Participants must be 21+ to receive natural medicine services by and under a facilitator’s services and a facilitator is a 21+ licensed individual with necessary qualifications, training, experience, and knowledge required by law to perform and supervise natural medicine services for a participant.⁹ The administration of natural medicine in a Healing Center consists of the following three phases:

- A “preparation session” meeting between a participant and facilitator that occurs before an administration session;
- An “administration session” at a healing center or other permitted location where a participant consumes and experiences the effects of regulated natural medicine under the supervision of a facilitator; and

⁷ C.R.S. § 12-170-104(12)(a)(I)-(II). However, C.R.S. §§ 12-170-104(12)(b)(I)-(III) and (d) permit the state licensing authority to extend this definition to include dimethyltryptamine (DMT) and mescaline (excluding peyote) on or after June 1, 2026 and ibogaine at any time.

⁸ See C.R.S. § 18-18-434 regarding *Offenses relating to natural medicine and natural medicine products*.

⁹ C.R.S. §§ 12-170-104 and 44-50-103 and 4 CCR 755-1-1.4

- An “integration session” between a participant and a facilitator after the administration session is completed.

DORA’s regulations establish time frames that a participant must remain in an administration session under a facilitator’s care based on dosage administered as a way to prevent impaired driving.¹⁰ Natural medicine product is not permitted to leave a licensed Healing Center except in narrow circumstances when a facilitator is traveling to another location for an administrative session and any unconsumed product must be returned to a Natural Medicine business.¹¹ Finally, as a general rule, Healing Centers must be at least 1,000 feet from a licensed childcare center, preschool, elementary, middle, junior, or high school, or a residential child care facility.¹²

3. What does the NMA mean for municipalities?

a. What is prohibited?

The NMA and Regulatory Act establish that a municipality cannot prohibit the establishment or operation of a business with the purpose of cultivating, manufacturing, testing, storing, distributing, transporting, transferring, or dispensing natural medicine within its boundaries nor can it prohibit a properly licensed facilitator from providing natural medicine services in a Healing Center within its boundaries.¹³ Municipalities also cannot prohibit the transportation of natural medicine or natural medicine product within its boundaries on public roads by a person licensed to exercise such privileges nor can it adopt ordinances or regulations that are unreasonable or conflict with the NMA or the NMC.¹⁴ However, it is important to note that state laws and regulations do not allow natural medicine dispensaries where an individual can purchase natural medicine over the counter (as they can do with marijuana in a marijuana dispensary) and take it home for personal use off premises.

b. What is permitted?

The City may enact ordinances or regulations governing the time, place, and manner of the operation of natural medicine related licenses within its boundaries.¹⁵ Practically speaking, this means the City can restrict hours of operation, enact zoning ordinances to locate the area where cultivation, manufacturing, testing, storage, distribution, transfer, and dispensation of natural medicine and natural medicine product occurs, and set additional distance requirements within the vicinity of a child care center, preschool, elementary, middle, junior, or high school, or a residential child care facility.

¹⁰ 4 CCR 755-1 § 6.17(F).

¹¹ 4 CCR 755-1 § 6.18.

¹² 1 CCR 213-1 § 2125(A)(2).

¹³ C.R.S. § 12-170-112; C.R.S. §§ 44-50-104(1) and (5).

¹⁴ C.R.S. § 44-50-104(5)(c)-(d).

¹⁵ C.R.S. § 44-50-104(5)(a); C.R.S. § 12-170-112; 4 CCR 755-1; 1 CCR 213-1.

c. State Licensure Timeline and Notification to Municipalities

CDOR was required to begin accepting licensure applications as of December 31, 2024 and began issuing licenses this year. CDOR will notify a municipality when it receives a licensure application in its jurisdiction in order to ensure that the license application conforms with locally enacted ordinances regarding natural medicine. Meanwhile, DORA's applications for facilitator licenses were available at the end of 2024.

d. What are the effects of decriminalization?

Natural medicine actions and conduct permitted pursuant to a license, registration, permit, or certificate, or those who allow property to be used for such items, are lawful and not an offense under state or local law. Also, as stated in more detail above, personal cultivation and possession for adults 21+ is now legal in Colorado, subject to a few restrictions. Criminal penalties for the unlawful operation of natural medicine businesses and natural medicine use or possession for those under the age of 21 are set forth in C.R.S. § 18-18-434. Local law enforcement has the authority to make arrests or issue citations within the parameters of this statute.

4. What can the City do?

City Council must decide whether or not it wants to adopt the attached natural medicine Ordinance as is or with amendments.

CITY OF SALIDA, COLORADO
ORDINANCE NO. 2025-09
(Series of 2025)

**An Ordinance of the Salida City Council Amending Chapter 16 of the City's
Municipal Code by Amending Section 16-4-190 Regarding Natural Medicine and
Amending Section 16-4-150(d) Regarding Table of Permitted Uses**

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, pursuant to C.R.S. § 31-15-401, the City, by and through its City Council (Council), possesses the authority to adopt laws and ordinances within its police power in furtherance of the public health, safety, and welfare; and

WHEREAS, C.R.S. § 29-20-101, *et seq.*, provides the City with the broad authority to plan for and regulate the use of land to best protect and promote the health, safety, and general welfare of the present and future inhabitants of the City and to guide future growth, development, and distribution of land uses within the City; and

WHEREAS, pursuant to C.R.S. § 31-23-301, *et seq.* the Council has authority to adopt and enforce zoning regulations; and

WHEREAS, Colorado voters adopted citizen initiated Proposition 122 which amended Title 12 of the Colorado Revised Statutes to include Article 170, which is titled the "Natural Medicine Health Act of 2022" (NMHA); and

WHEREAS, the Colorado Natural Medicine Code (Regulatory Act), codified in C.R.S. §§ 44-50-101 through 904 authorizes Council to enact ordinances regulating the time, place, and manner of the operation of licenses issued pursuant to the Regulatory Act; and

WHEREAS, C.R.S. §§ 12-170-115 and 44-50-104 establish that the City shall not adopt, enact, or enforce any ordinance, rule, regulation, or resolution that is otherwise in conflict with the provisions of the NMHA or the Regulatory Act.; and

WHEREAS, C.R.S. §§ 12-170-104(8) and 44-50-103(6) define "healing center" as a facility licensed by the state licensing authority that permits a facilitator to provide and supervise natural medicine services for a participant; and

WHEREAS, C.R.S. § 44-50-103(14) defines "natural medicine business" as "a natural medicine healing center, a natural medicine cultivation facility, a natural medicine products manufacturer, a natural medicine testing facility, or another licensed entity created by the state licensing authority;" and

WHEREAS, the Regulatory Act authorizes Council to enact zoning ordinances identifying the area where cultivation, manufacturing, testing, storage, distribution, transfer, and dispensation of natural medicine and natural medicine product as defined by the Regulatory Act may be permitted in the City; and

WHEREAS, the Regulatory Act authorizes Council to enact ordinances to establish the distance restrictions for buildings where natural medicine services are provided within the vicinity of a child care center, preschool, elementary school, middle school, junior high school, or high school, and a residential child care facility; and

WHEREAS, the City's Municipal Code (Code) contains land use and development standards enacted to protect the health, safety, and welfare of residents of the City; and

WHEREAS, under the City's current land use and development standards, the operation of natural medicine healing centers and natural medicine businesses are not permitted land uses and the City has not approved any such land use; and

WHEREAS, the City does not currently have any zoning regulations addressing natural medicine healing centers and natural medicine businesses; and

WHEREAS, the Council finds that it is in the best interest of the health, safety, and welfare of the City and its residents to adopt a new Chapter 6, Article IX titled *Natural Medicine* to encompass local regulations surrounding natural medicine in the City; and

WHEREAS, the Council finds that it is in the best interest of the health, safety, and welfare of the City and its residents to amend Chapter 16, Article IV, Section 150, Table 16-D regarding Schedule of Uses to identify the areas where natural medicine healing centers and natural medicine businesses may operate within the City; and

WHEREAS, on June 3, 2025, Council adopted Ordinance No. 2025-07, Series 2025, titled *An Emergency Ordinance Extending the Temporary Moratorium on the Submission, Acceptance, Processing, and Approval of Applications for the Establishment of a Business that Cultivates, Processes, or Dispenses Natural Medicine and the Establishment of any Business, Occupation, or Operation for Healing Centers in the City of Salida, Colorado* (Temporary Moratorium); and

WHEREAS, Section 2(b) of the Temporary Moratorium established that it shall terminate on the 18th day of August, 2025 unless terminated at an earlier date or extended by further Ordinance by Salida City Council; and

WHEREAS, the Temporary Moratorium shall expire upon the effective date of the adoption of this Ordinance.

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

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

Section 2. Section 16-4-190 of the Salida Municipal Code is hereby amended by adopting a new Subsection 16-4-190(u) concerning review standards applicable to particular uses - *Local Regulation of Natural Medicine* to read in its entirety as follows:

Section 16-4-190(u) – Local Regulation of Natural Medicine

(1) Definitions.

For purposes of this Section, the following words, terms, and phrases shall have the following meanings:

- (a) *Natural Medicine* means psilocybin or psilocyn and other substances described in the Regulatory Act as "natural medicine."
- (b) *Natural Medicine Business* means any of the following entities licensed under the Regulatory Act and includes a natural medicine healing center, a natural medicine cultivation facility, a natural medicine products manufacturer, or a natural medicine testing facility, or another licensed entity created by the state licensing authority.
- (c) *Natural medicine healing center* means a facility where an entity is licensed by the state licensing authority that permits a facilitator as defined by the Regulatory Act, to provide and supervise natural medicine services for a participant as defined by the Regulatory Act, which includes a participant consuming and experiencing the effects of regulated natural medicine or regulated natural medicine product under the supervision of a facilitator.
- (d) *Natural medicine product* means a product infused with natural medicine that is intended for consumption, as provided by the Regulatory Act.
- (e) *Natural medicine services* mean a preparation session, administrative session, and integration session, as provided by the Regulatory Act.
- (f) *Participant* means an individual who is twenty-one (21) years of age or older who receives natural medicine services prescribed by and under the supervision of a facilitator, as provided by the Regulatory Act.
- (g) *Regulated natural medicine* means natural medicine that is cultivated, manufactured, tested, stored, distributed, transported, or dispensed, as provided by the Regulatory Act.

- (h) *Regulated natural medicine product* means a natural medicine product that is cultivated, manufactured, tested, stored, distributed, transported, or dispensed, as provided by the Regulatory Act.
- (i) *Regulatory Act* means the Colorado Natural Medicine Code codified in Colorado Revised Statutes.
- (j) *State licensing authority* means the authority created under the Regulatory Act for the purpose of regulating and controlling the licensing of the cultivation, manufacturing, testing, storing, distribution, transfer, and dispensation of regulated natural medicine and regulated natural medicine product, as provided by the Regulatory Act.

(2) Permitted location for natural medicine healing centers.

Natural medicine healing centers are a permitted use in the Central Business District (C-2), the Commercial Zone District (C-1), and the Industrial District (I) subject to administrative review and the distance, time, manner, and place requirements contained in this Section 16-4-190(u). Natural medicine healing centers are prohibited in all other zoning districts in the City.

(3) Permitted location for natural medicine businesses.

Natural medicine businesses - other than natural medicine healing centers - including, but not limited to, cultivation facilities, natural medicine products manufacturers, natural medicine testing facilities, and other licensed natural medicine business entities created by the state licensing authority are permitted uses in the Industrial District (I) subject to administrative review and the distance, time, manner, and place requirements contained in this Section 16-4-190(u). Such natural medicine businesses – other than natural medicine healing centers - are prohibited in all other zoning districts of the City.

(4) Distance from schools.

- (a) No natural medicine healing center or natural medicine business shall operate out of a building that is within one thousand (1,000) feet of a child care center, preschool, elementary, middle, junior, or high school, or a residential child care facility (collectively “School”).
- (b) Subsection (a) does not apply to a properly licensed natural medicine healing center or natural medicine business that was actively doing business before a School was established and/or constructed within one thousand (1,000) feet of such natural medicine healing center or natural medicine business.
- (c) The distances referred to in this Section shall be computed by direct measurement from the nearest property line of the land used for a School to the nearest portion of

the building in which the natural medicine healing center or natural medicine business exists or services are provided using a route of direct pedestrian access.

(5) Hours of operation – Natural Medicine Services.

Natural medicine healing centers and natural medicine businesses that provide natural medicine services shall be permitted to operate any day of the week between 7:00 a.m. to 7:00 p.m.

(6) Public view of natural medicine businesses and natural medicine services.

All doorways, windows, and other openings of natural medicine business buildings shall be located, covered, or screened in such a manner to prevent a view into the interior from any exterior public or semipublic area. All activities of natural medicine businesses and natural medicine services shall occur indoors.

(7) Lighting of natural medicine businesses.

Primary entrances, parking lots, and exterior walkways of natural medicine businesses shall be clearly illuminated with downward facing security lights to provide after-dark visibility for facilitators, participants, and employees, subject to all applicable City lighting standards.

(8) Storage of natural medicine businesses.

All storage for natural medicine businesses shall be located within a permanent building and may not be located within a trailer, tent, or motor vehicle.

(9) Odor from natural medicine businesses.

Natural medicine businesses shall use an air filtration and ventilation system designed to ensure that the odors from natural medicine and natural medicine products are confined to the premises and are not detectable beyond the property boundaries on which the facility is located.

(10) Natural medicine businesses secure disposal.

Natural medicine businesses shall provide secure disposal of natural medicine and natural medicine product remnants or by-products. Natural medicine and natural medicine product remnants or by-products shall not be placed within the facilities' exterior refuse container.

(11) Processing of natural medicine.

- (a) The processing of natural medicine that includes the use of hazardous materials, including, without limitation, and by way of example, flammable and combustible liquids, carbon dioxide, and liquified petroleum gases, such as butane, is prohibited.

- (b) Nonhazardous materials used to process natural medicine shall be stored in a manner so as to mitigate and ensure odors are not detectable beyond the property boundaries on which the processing facility is located or the exterior walls of the processing facility associated with the processing of natural medicine.
- (c) The processing of natural medicine shall meet the requirements of all adopted City building and life/safety codes.
- (d) The processing of natural medicine shall meet all of the requirements of all adopted water and sewer regulations promulgated by the applicable water and sewer provider.

(12) Nuisance.

- (a) It is unlawful and deemed a nuisance to:
 - (1) Operate a natural medicine business in violation of any of the requirements set forth in state law or regulation or this Section 16-4-190(u).
 - (2) Dispose of, discharge out of or from, or permit to flow from any facility associated with natural medicine any foul or noxious liquid or substance of any kind whatsoever including, without limitation, by-products of the natural medicine process into or upon any adjacent ground or lot, into any street, alley, or public place or into any municipal storm sewer and/or system in the City.
- (b) Any such violation of this Chapter is subject to the General Penalty for Violations provisions of Salida Municipal Code Section 1-4-20.

Section 3. Section 16-4-150(d) of the Salida Municipal Code contains Table 16-D – Schedule of Uses - for businesses, industrial, and residential districts and is hereby amended to read as follows:

TABLE 16-D Schedule of Uses
N = Not Permitted P = Permitted AC = Administrative Conditional Use C = Conditional Use AR = Administrative Review LR = Limited Impact Review MR = Major Impact Review

Commercial, Personal Service, and Office Uses	R- 1	R- 2	R- 3	R- 4	RMU	C- 2	C-1	I	Standards¹
...									
Medical marijuana centers	N	N	N	N	N	N	AR	N	Sec. 16-4-190(k)
Marijuana cultivation facilities	N	N	N	N	N	N	LR	LR	Sec. 16-4-190(p)
<u>Natural Medicine Healing Centers</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>AR</u>	<u>AR</u>	<u>AR</u>	<u>Sec. 16-4-190(u)</u>
Professional offices	N	N	N	N	P	P	P	LR	
Industrial Uses	R- 1	R- 2	R- 3	R- 4	RMU	C- 2	C-1	I	Standards¹
...									
<u>Natural Medicine Businesses other than Healing Centers</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>AR</u>	<u>Sec. 16-4-190(u)</u>

Section 4. Termination of Temporary Moratorium. Ordinance No. 2025-02, Series 2025, titled *An Emergency Ordinance Imposing a Temporary Moratorium on the Submission, Acceptance, Processing, and Approval of Applications for the Establishment of a Business that Cultivates, Processes, or Dispenses Natural Medicine and the Establishment of any Business, Occupation, or Operation for Healing Centers in the City of Salida, Colorado* shall terminate upon the effective date of this Ordinance.

Section 5. Severability. The provisions of this Ordinance are severable and the invalidity of any section, phrase, clause, or portion of the Ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the ordinance.

INTRODUCED ON FIRST READING, on the 1st day of July, 2025, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the City of Salida by the City Council on the 4th day of July, 2025, and set for second reading and public hearing on the 15th day of July, 2025.

INTRODUCED ON SECOND READING, FINALLY ADOPTED, and ORDERED PUBLISHED BY TITLE ONLY by the City Council on the 15th day of July, 2025.

CITY OF SALIDA, COLORADO

Mayor Dan Shore

[SEAL]

ATTEST:

City Clerk Kristi Jefferson



City Council Action Form

Department	Presented By	Date
Community Development	Kristen Hodges - Associate Planner	July 1, 2025

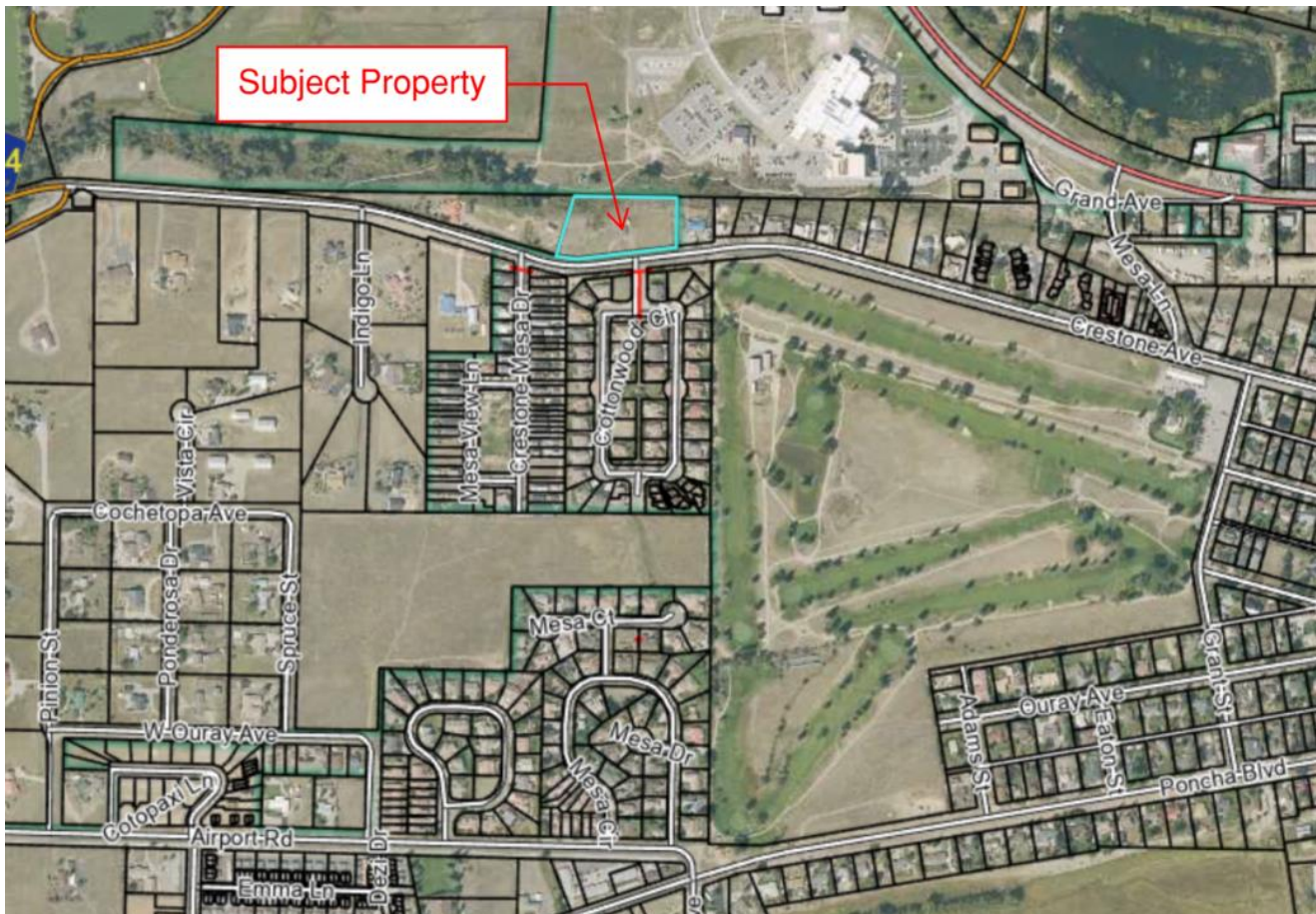
Agenda Item

Ordinance 2025-10: First reading on the proposed Mesa Ridge Annexation for a 2.3-acre property.

Background

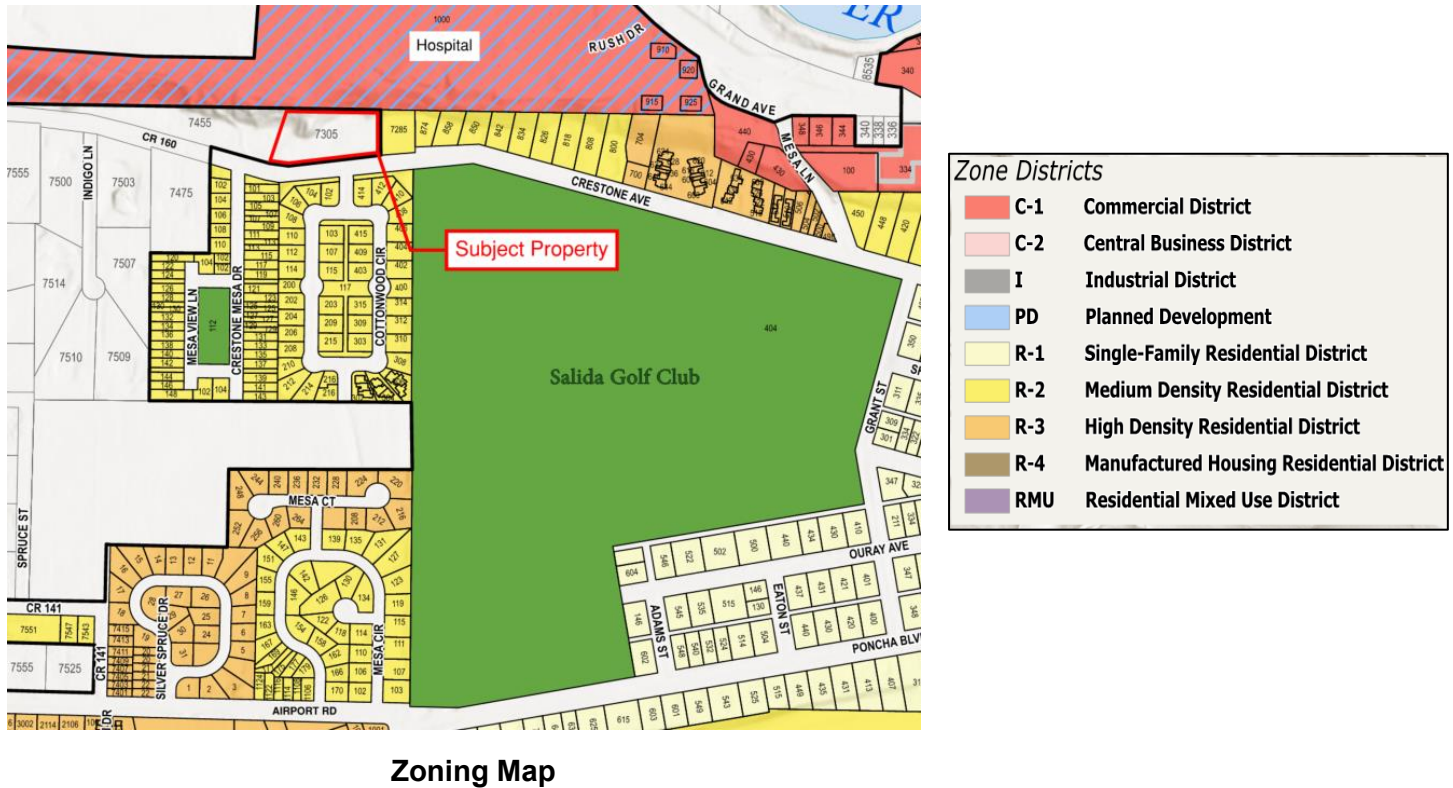
On May 14, 2025, staff received an application from High Desert Development, represented by Kenny Layton, to annex a 2.3 - acre property located at 7305 County Road 160 (Parcel Number 368131400014). There are no Pre-Annexation Agreements for this property. The adjacent right-of-way was annexed as a part of previous annexations.

Presentations were given to City Council on February 3, 2025 for the concept review and on June 3, 2025 for resolution of the substantial compliance.



Vicinity Map

Surrounding Land Use and Zoning: Surrounding properties within city limits include C-1 Commercial to the north (with a Planned Development Overlay), and R-2 Medium-Density Residential to the south, southeast, and east. Surrounding properties within the county to the west and southwest are zoned RS Residential Suburban.



Process:

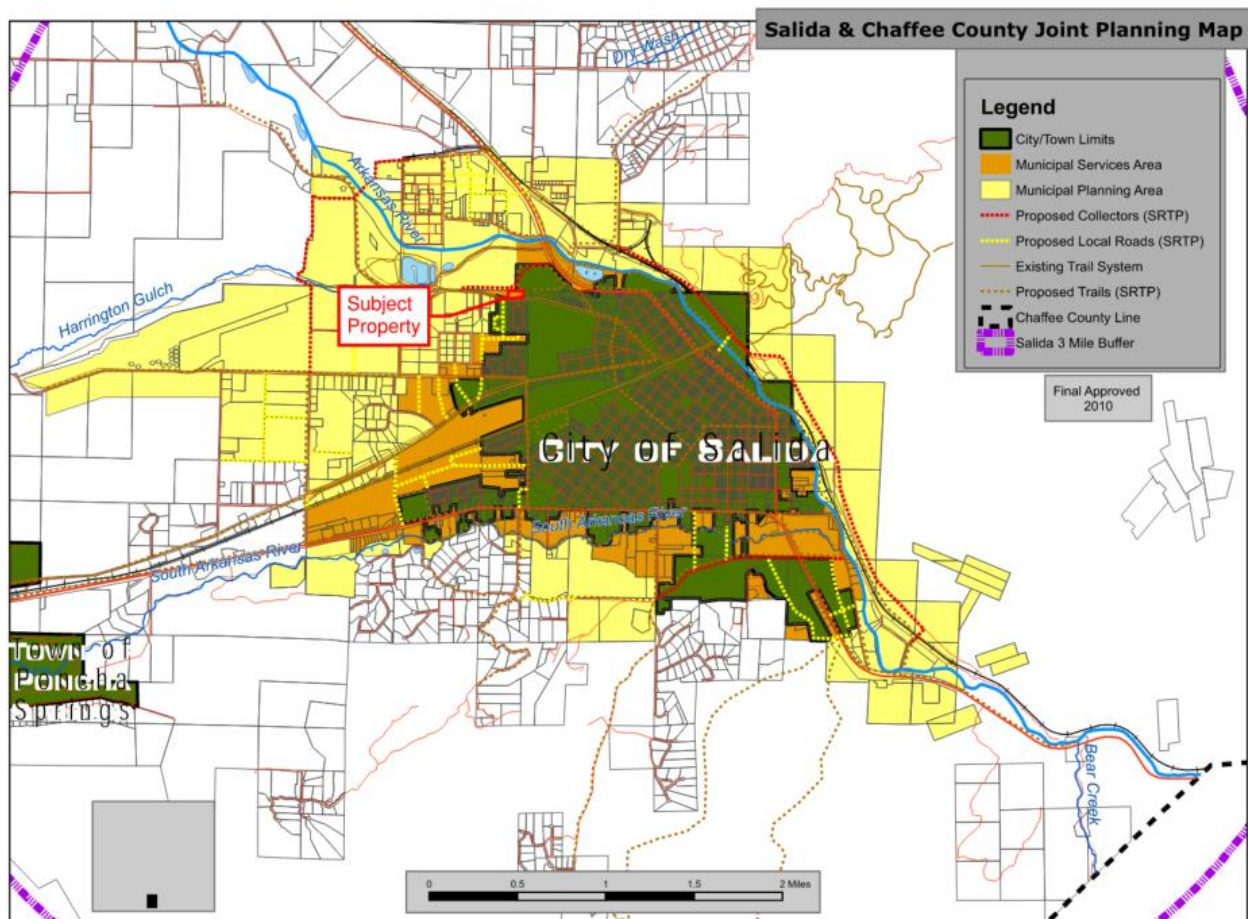
An application for annexation is a multi-step process. When annexing a property, the city must follow state statutes for contiguity and procedural requirements. The steps and standards include:

- A minimum of 1/6th (16.67%) of the perimeter of the proposed annexation must be contiguous with the City of Salida city limits.
- Staff reviews the petition for compliance with city and state statutes.
- City Council adopts a resolution stating the petition is valid and sets a public hearing date that is no less than 30 days and no greater than 60 days from the resolution date.
 - On June 3, 2025, City Council adopted Resolution 2025-23 finding the Annexation petition in compliance with city and state statutes and set the public hearing date for July 15, 2025.
- The City Council public hearing is advertised in the newspaper for four consecutive weeks.
- Planning Commission holds a public hearing to review the annexation and recommend the zoning designation of the property.
- City Council holds a public hearing on the annexation petition.
- City Council reviews and acts on an annexation agreement.
- City Council holds a public hearing to review and act on the proposed zoning.

Findings Of Fact:

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

1. The proposed annexation meets the required 1/6th contiguity with the municipal boundary of the City of Salida as shown on the annexation plat.
2. All applicable owners of the property are party to the annexation.
3. The annexation property is within the Municipal Services Area (MSA) of the City of Salida, as defined in the City's Comprehensive Plan and its intergovernmental agreement (IGA) with Chaffee County approved in 2010. According to the IGA, the MSA "encompasses properties which are eligible for annexation and extension of municipal utilities and infrastructure, within the parameters set forth in the Salida Municipal Code and Salida Comprehensive Plan, which may be amended from time to time."



Salida & Chaffee County Joint Planning Map

4. The annexation of the property is consistent with the vision and goals set forth in the Comprehensive Land Use Plan, specifically, to promote new development projects that contain a variety of housing, including affordable units. In addition, the proposal will provide for a logical extension of the City boundary to support the demand for residentially zoned land, which will provide for a variety of housing opportunities.
5. The property may be efficiently served by City Fire and Police Departments.
6. The property is a natural extension of the City's municipal boundary and meets the legal requirements for annexation.

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

Proposed Action	Planning Commission Recommendation	City Council First Reading	City Council Final Action
Findings of Fact Resolution 2025-Annexation Ordinance 2025-10	6/23/2025	7/1/2025	7/15/2025
Annexation Agreement Resolution 2025-Zoning Ordinance 2025-11	6/23/2025	7/1/2025	7/15/2025

Annexation Agreement: On July 15, 2025, staff will propose an annexation agreement that will incorporate the inclusionary housing, park and open space dedication / fees In-lieu, and fair contributions to public school site requirements.

Response From Referral Departments And Agencies:

- Salida Fire Department: No concerns at this time.
- Salida Police Department: No concerns at this time.
- Public Works Department and City Engineering Consultants: Ensure that the other utilities have their plans and easements defined before platting gets approved.
- Salida Finance Department: The property, located at 7305 County Road 160, does not have city water or sewer services. Upon development the required system development fees will need to be paid.
- Chaffee County Public Health: No concerns at this time.
- US Postal Service: No response was received.
- Salida School District: The schools will accept fees in lieu of land.
- Xcel Energy: See attached.
- ATMOS Energy: No response was received.
- Visionary Broadband: An easement to connect the existing pole line to the front lot utility easement may be beneficial. It might exist on the east side of the project.
- Chaffee County Planning Department: No response was received.
- Chaffee County Road and Bridge: No response was received.

Planning Commission Recommendation

A public hearing with the Planning Commission was held June 23, 2025. The Commission recommended Council approve the proposed Mesa Ridge Annexation with conditions recommended by staff with the following modifications:

1. The condition (number 6 below) regarding the conceptual development of the open space and trail shall be eliminated from the conditions as there are existing trail connections in place within ½ mile.
2. A new condition shall be added to limit the number of total dwelling units within the subdivision to a maximum of 17 total dwelling units.

Staff Recommendation

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

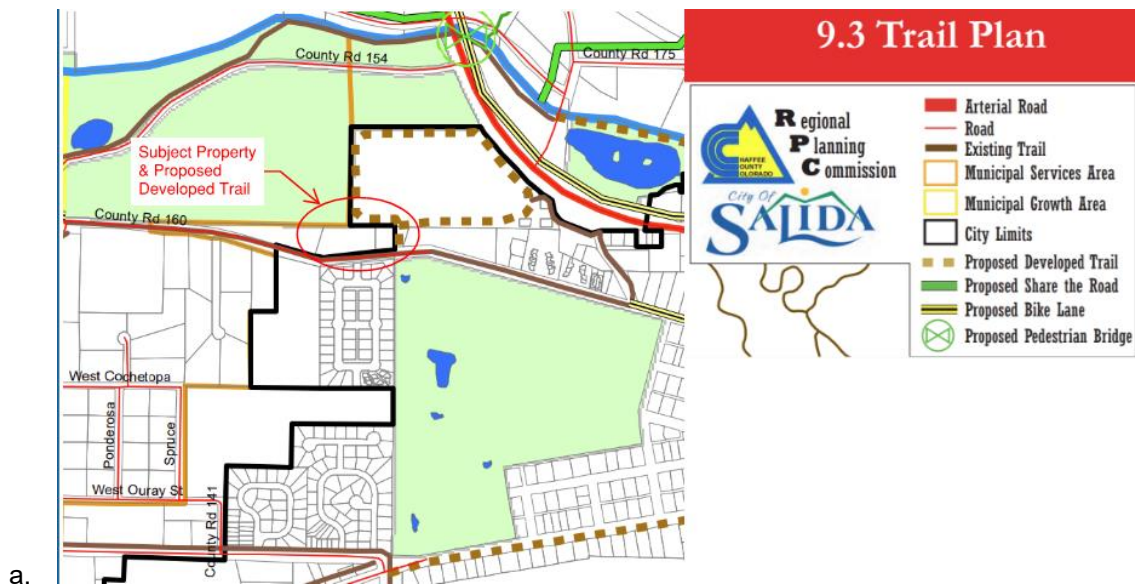
1. Based on the applicant's request and proposal of between a minimum of 11 (two dwelling units on Lot 1 and one on Lots 2 – 10) and a maximum of 17 primary dwelling units, in order to satisfy the inclusionary housing requirements, the developer may choose either A or B below:
 - A. Follow basic application of the code:
 - i. At minimum, provide two (2) for-sale units averaging no more than 130% AMI, and meet all other applicable Inclusionary Housing Standards. Any required fractional inclusionary housing units may utilize fee-in-lieu.
 - ii. The two inclusionary housing units shall receive certificate of occupancy (CO) prior to CO of the 6th market-rate unit. A fee-in-lieu deposit shall be required on all market-rate units prior to CO until the inclusionary housing requirements have been satisfied. Once the inclusionary units have received CO, such fee-in-lieu deposits shall be returned to the developer.
 - B. If the developer chooses to deviate from strict application of the code (i.e. by providing rental units in an otherwise for-sale project):
 - i. At minimum, provide two (2) rental units at a maximum of 80% AMI. If a third rental unit is provided, it shall be at a maximum of 100% AMI. All rental units must be rented out by the developer or a qualified non-profit housing developer such as Chaffee Housing Trust (CHT).
 - ii. If in the future, the rental units were to sell, they would remain as inclusionary housing for-sale units subject to Inclusionary Housing requirements. The first inclusionary housing for-sale unit to sell shall be a minimum of the lower of the provided AMI percentages to maintain an average lower than 130%.
 - iii. The lot on which the inclusionary units are built shall meet the dimensional standards to accommodate all required units.
 - iv. Two of the inclusionary housing units shall receive certificate of occupancy (CO) prior to CO of the 6th market-rate unit. If a third inclusionary housing unit is provided, it shall receive CO prior to the CO of the 12th market-rate unit. A fee-in-lieu deposit shall be required on all market-rate units prior to CO until the inclusionary housing requirements have been satisfied. Once the inclusionary units have received CO, such fee-in-lieu deposits shall be returned to the developer in line with the timing described above.
2. Units on any lots dedicated to a qualified non-profit housing developer shall be exempt from the Inclusionary Housing fee-in-lieu deposits.
3. The development of the lots shall be limited in total number of allowed dwelling units per lot so the Inclusionary Housing units provided satisfy the code requirements. Dwelling units in excess of the allotted amount shall pay the Inclusionary Housing fee-in-lieu for each additional unit built. The fee-in-lieu shall be per the fee schedule in place at the time of building permit at the .9 (5 new unit/lot) rate and paid prior to certificate of occupancy.
4. Owners agree to pay at the time of building permit all applicable fees for the properties in the amounts set forth pursuant to the Salida Municipal Code, or as hereafter amended, namely the building plan review; water and sewer system development fees; and the Fair Contribution to School Sites per Section 16-6-140 of the Salida Municipal Code (SMC), among other fees.
5. The owner/developer will be required complete the curb, gutter, and sidewalk for the north side of CR-160 at time of development along the street frontage of the property.
6. The conceptual development of the subdivision anticipates between a minimum of 11 (two dwelling units on Lot 1 and one on Lots 2 – 10) and a maximum of 17 dwelling units. The following calculation will be used for open space:

- A. The minimum anticipated number of dwelling units shall be used for this calculation. 11 units at .02 acres per unit results in .22 acres required for dedication.
 - B. The space required to construct the trail is estimated to be .28 acres. This will satisfy up to 14 dwelling units built in the subdivision.
 - C. Any additional primary dwelling units in excess of 14 within the subdivision shall be required to pay the open space fee-in-lieu in place at the time of building permit application, due at that time.
 - D. Additionally, the City will require an easement of the area of the trail itself and sufficient area for maintenance, excluding additional construction areas and other land not associated with the trail.
7. The total number of primary residential dwelling units on the annexed property shall not exceed three (3) on Lot 1, one (1) on Lots 2-5, and two (2) on Lots 6-10 and with no more than a total for seventeen (17) for the annexed property.
 8. Driveways shall be shared between lots or in locations approved by staff. Driveways shall follow Sec. 16-8-20-e-4: No two (2) driveways connecting to a public street, alley or highway shall be within thirty (30) feet of one another measured from edge of driveway to edge of driveway.

Additional Staff Comment:

Staff is recommending keeping condition number 6 regarding the open space within the agreement for the following reasons:

1. The request for a trail on this property predates the current application. Staff has record of conversations with a previous owner of this same property dating back to 2020/2021. This correspondence is attached. This record also comes after in-person discussions originally requesting the trail connection and dedication.
2. Two sections within the Comprehensive plan support the creation of this trail:
 - a. Action R&OS-V.1.c – Utilize the Salida Regional Transportation Plan in reviewing land use applications in the Municipal Planning Area to ensure trails are created with new development.
 - b. Action RO&S-V.1.d – The logical extension of existing or proposed bicycle/pedestrian trails across a property proposed for annexation shall be a condition of the annexation.
3. The Regional Transportation Plan shows a trail connection in very close proximity to this location



4. The applicant does not object to this trail connection or dedication.

Staff is also recommending the addition of language to include “Primary” Dwelling Units to the new condition added by Planning Commission. Please note that this is different from the Planning Commission’s request. This is suggested for the following reasons:

1. This provides clarity on the types of units which can be built within the subdivision. Specifying “Primary” would allow for Accessory Dwelling Units (ADU’s) to be built within the subdivision in addition to primary units.
2. Due to the administrative challenges and in consultation with legal staff, staff is recommending the language specific to primary units allowed per lots.
3. There are currently no prohibitions on ADU’s on lots anywhere within City of Salida limits. Creating such an anomaly would burden staff, making it a challenge to enforce and track.
4. ADU’s support Salida’s goal to create affordable housing, as ADU’s are often found to be “naturally occurring affordable housing.”
5. Limiting the number to all dwelling units, (Primary + ADU’s) would create an added challenge for the developer as the lots are built and ownership changes occur.

Staff’s final condition 8 above is regarding driveway layout. This was a request made in the original concept meeting form the Public Works Director and is further supported by the code and Comprehensive Plan. This is also supported by public comment.

Fiscal Impact

There is no fiscal impact.

Motion

A Councilmember should make a motion to “combine and approve the items on the consent agenda setting second reading and the public hearing for Ordinance 2025-10 for July 15, 2025”, followed by a second and a roll call vote.

Attachments:

Proof of Publishing
Ordinance 2025-10
Annexation Petition and Annexation Plat
Email correspondence

**PUBLIC NOTICE
NOTICE OF PUBLIC HEARINGS BEFORE
THE PLANNING COMMISSION & CITY
COUNCIL FOR THE CITY OF SALIDA
CONCERNING ANNEXATION, ZONING,
AND MAJOR SUBDIVISION APPLICA-
TIONS**

**TO ALL MEMBERS OF THE PUBLIC AND
INTERESTED PERSONS: PLEASE TAKE
NOTICE** that on **June 23, 2025** at or about
the hour of 6:00 p.m., a public hearing will
be conducted by the **City of Salida Plan-
ning Commission** at City Council Cham-
bers, 448 East First Street, Suite 190, Sali-
da, Colorado and online at the following link:
https://zoom.us/webinar/register/WN_xjx49vp6TRKd4wWX5LzyUw

The hearing is regarding applications for
the Mesa Ridge Annexation, Zoning, and
Major Subdivision submitted by High Desert
Development, represented by Kenny Lay-
ton, for the property known as 7305 County
Road 160, containing 2.3 acres.

The City is currently considering the petition
to annex and zone the subject property and
simultaneously considering the application
to subdivide the subject property. The gen-
eral purpose of the hearings is to:

A. Review the annexation map and sup-
portive information and consider the request
to annex the land and zone the property as
Medium Density Residential (R-2) per 16-4
and 16-9 of the Salida Municipal Code.

B. Review the Major Subdivision to subdi-
vide the property into 10 residential lots and
1 outlot per 16-6 of the Salida Municipal
Code.

Any recommendation by the Planning Com-
mission for the Annexation and Zoning
shall be forwarded to the **City Council for
review and a public hearing** scheduled
for **July 15th, 2025**, at or about the hour
of 6:00 p.m. at City Council Chambers and
online at the following link: [https://zoom.us/
webinar/register/WN_UJzcmIQTgqcTEDom-
hRz5A](https://zoom.us/webinar/register/WN_UJzcmIQTgqcTEDomhRz5A)

Interested persons are encouraged to
attend the public hearings. Further informa-
tion on the applications may be obtained
from the Community Development Depart-
ment by contacting [Kristen.Hodges@cityof-
salida.com](mailto:Kristen.Hodges@cityof-salida.com) or (719) 530-2625.

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

Published in The Mountain Mail June 6,
2025.

**City Of Salida, Colorado
Ordinance No. 10
(Series of 2025)**

**An Ordinance of the City Council of the City of Salida, Colorado
Annexing to the City of Salida a Certain Tract of Land in Unincorporated Chaffee
County known as 7305 County Road 160 – Mesa Ridge Annexation**

WHEREAS, on May 14, 2025, High Desert Development, represented by Kenny Layton, filed a General Development Application (the “Petition”) to commence proceedings to annex to the City of Salida (the “City”) a certain unincorporated tract of land comprised of 2.3 acres located at located at 7305 C.R. 160, in the County of Chaffee, State of Colorado (the “Property”), and being more particularly described on **Exhibit A**, attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to C.R.S. §31-12-108, the City Council by Resolution No. 23, Series of 2025 specified that the City Council would hold a hearing on the proposed annexation at its regular meeting on July 15, 2025 commencing at the hour of 6 p.m. in the City Council Chambers, 448 East First Street, Salida, Colorado; and

WHEREAS, pursuant to C.R.S. §31-12-108 to -110, the City Council on July 15, 2025 held a duly-noticed public hearing to consider the proposed annexation; and

WHEREAS, notice of such hearing was published on June 6, 2025, June 13, 2025, June 20, 2025, and June 27, 2025 in The Mountain Mail newspaper; and.

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

WHEREAS, the City hereby sets forth its Findings of Fact, Determinations, and Conclusions with regard to annexation to the Mesa Ridge Annexation; and

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

Now, therefore, be it ordained by the City Council of the City of Salida, Colorado, that:

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

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

1. Based on the applicant's request and proposal of between a minimum of 11 (two dwelling units on Lot 1 and one on Lots 2 – 10) and a maximum of 17 primary dwelling units, in order to satisfy the inclusionary housing requirements, the developer may choose either A or B below:

A. Follow basic application of the code:

- i. At minimum, provide two (2) for-sale units averaging no more than 130% AMI, and meet all other applicable Inclusionary Housing Standards. Any required fractional inclusionary housing units may utilize fee-in-lieu.
- ii. The two inclusionary housing units shall receive certificate of occupancy (CO) prior to CO of the 6th market-rate unit. A fee-in-lieu deposit shall be required on all market-rate units prior to CO until the inclusionary housing requirements have been satisfied. Once the inclusionary units have received CO, such fee-in-lieu deposits shall be returned to the developer.

B. If the developer chooses to deviate from strict application of the code (i.e. by providing rental units in an otherwise for-sale project):

- i. At minimum, provide two (2) rental units at a maximum of 80% AMI. If a third rental unit is provided, it shall be at a maximum of 100% AMI. All rental units must be rented out by the developer or a qualified non-profit housing developer such as Chaffee Housing Trust (CHT).
- ii. If in the future, the rental units were to sell, they would remain as inclusionary housing for-sale units subject to Inclusionary Housing requirements. The first inclusionary housing for-sale unit to sell shall be a minimum of the lower of the provided AMI percentages to maintain an average lower than 130%.
- iii. The lot on which the inclusionary units are built shall meet the dimensional standards to accommodate all required units.
- iv. Two of the inclusionary housing units shall receive certificate of occupancy (CO) prior to CO of the 6th market-rate unit. If a third inclusionary housing unit is provided, it shall receive CO prior to the CO of the 12th market-rate unit. A fee-in-lieu deposit shall be required on all market-rate units prior to CO until the inclusionary housing requirements have been satisfied. Once the inclusionary units have received CO, such fee-in-lieu deposits shall be returned to the developer in line with the timing described above.

2. Units on any lots dedicated to a qualified non-profit housing developer shall be exempt from the Inclusionary Housing fee-in-lieu deposits.
3. The development of the lots shall be limited in total number of allowed dwelling units per lot so the Inclusionary Housing units provided satisfy the code requirements. Dwelling units in excess of the allotted amount shall pay the Inclusionary Housing fee-in-lieu for each additional unit built. The fee-in-lieu shall be per the fee schedule in place at the time of building permit at the .9 (5 new unit/lot) rate and paid prior to certificate of occupancy.
4. Owners agree to pay at the time of building permit all applicable fees for the properties in the amounts set forth pursuant to the Salida Municipal Code, or as hereafter amended, namely the building plan review; water and sewer system development fees; and the Fair Contribution to School Sites per Section 16-6-140 of the Salida Municipal Code (SMC), among other fees.
5. The owner/developer will be required complete the curb, gutter, and sidewalk for the north side of CR-160 at time of development along the street frontage of the property.
6. The conceptual development of the subdivision anticipates between a minimum of 11 (two dwelling units on Lot 1 and one on Lots 2 – 10) and a maximum of 17 dwelling units. The following calculation will be used for open space:
 - The minimum anticipated number of dwelling units shall be used for this calculation. 11 units at .02 acres per unit results in .22 acres required for dedication.
 - The space required to construct the trail is estimated to be .28 acres. This will satisfy up to 14 dwelling units built in the subdivision.
 - Any additional primary dwelling units in excess of 14 within the subdivision shall be required to pay the open space fee-in-lieu in place at the time of building permit application, due at that time.
 - Additionally, the City will require an easement of the area of the trail itself and sufficient area for maintenance, excluding additional construction areas and other land not associated with the trail.
7. The total number of primary residential dwelling units on the annexed property shall not exceed three (3) on Lot 1, one (1) on Lots 2-5, and two (2) on Lots 6-10 and with no more than a total for seventeen (17) for the annexed property.
8. Driveways shall be shared between lots or in locations approved by staff. Driveways shall follow Sec. 16-8-20-e-4: No two (2) driveways connecting to a public street, alley or highway shall be within thirty (30) feet of one another measured from edge of driveway to edge of driveway.

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

1. File one (1) copy of the Annexation Plat and the original of this Annexation Ordinance in the office of the City Clerk of the City of Salida, Colorado;
2. File for recording three (3) certified copies of this Annexation Ordinance and three (3) copies of the Annexation Plat, containing a legal description of the annexation parcel, with the County Clerk and Recorder of Chaffee County, Colorado, with directions to the Chaffee County Clerk and Recorder to file one certified copy of this Annexation Ordinance and one copy of the Annexation Map with the Division of Local Government of the Department of Local Affairs of the State of Colorado and one certified copy of this Annexation Ordinance and one copy of the Annexation Map with the Colorado Department of Revenue; and
3. File one certified copy of this Annexation Ordinance and one copy of the Annexation Map in the office of the County Assessor of Chaffee County, Colorado.

Section 4. Severability: The provisions of this Ordinance are severable and the invalidity of any section, phrase, clause, or portion of this 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 1st day of July, 2025, adopted and ordered published in full in a newspaper of general circulation in the City of Salida by the City Council on the 4th day of July, 2025, and set for Second Reading and Public Hearing on the 15th day of July, 2025.

Introduced on Second Reading, finally adopted and ordered published by Title only, by the City Council on the ____ day of _____, 20__.

City Of Salida, Colorado

Mayor

[SEAL]

ATTEST:

City Clerk/Deputy Clerk

Published in Full in the Mountain Mail after First Reading on the ____ day of _____, 20__, and by Title only, after final adoption on the ____ day of _____, 20__.

City Clerk/Deputy City Clerk

EXHIBIT A

A tract of land in the Northwest Quarter of the Southeast Quarter (NW¼ SE¼) of Section 31,
Township 50 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County,
Colorado, described as follows: Beginning at a point on the north line of the said NW¼ SE¼
from whence the east quarter comer (brass cap) bears East 1456 feet; thence from said point of
beginning West along the said north line of the NW¼ SE¼ as fenced 410.4 feet; thence South
15°49' West 251.0 feet to a point on the north side of County Road No. 160; thence along
County Road No. 160 as fenced South 83°04' East 82.5 feet; thence North 82°26' East 400.5 feet;
thence having the said County Road No. 160 North 198.7 feet to the point of beginning.

Also known by the following address:

7305 County Road 160, Salida, CO 81201

And assessor's schedule or parcel number: 368131400014

ANNEXATION PETITION

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

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

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

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

1. That it is desirable and necessary that the above-described territory be annexed to the City of Salida.
2. That petitioners are landowners of one hundred percent (100%) of the territory, excluding streets and alleys, herein proposed for annexation to the City of Salida.
3. That no less than one-sixth of the aggregate external boundaries of the above-described territory hereby petitioned to the City of Salida is contiguous to the City limits of the City of Salida.
4. Accompanying this petition are two mylars and twenty copies of the annexation map.
5. That a community of interest exists between the above-described territory and the City of Salida, and that the same is urban, or will be urbanized in the near future, and further that the said territory is integrated or is capable of being integrated in the City of Salida.
6. That the above-described territory does not include any area which is the same or substantially the same area in which an election for an annexation to the City of Salida, was held within the twelve months preceding the filing of this petition.
7. That the above-described territory does not include any area included in another annexation proceeding involving city other than the City of Salida.
8. That the above-described territory is not presently a part of any incorporated city, city and county, or town.
9. That the above area described will (not) result in the detachment of the area from any school district and the attachment of the same to another school district.

ANNEXATION PETITION

"INSERT A"

(Description of territory proposed for annexation)

See attached

RECORD DESCRIPTION: A TRACT OF LAND IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW1/4 SE1/4) OF SECTION 31, TOWNSHIP 50 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE NORTH BOUNDARY LINE OF THE SAID NW1/4 SE1/4 FROM WHENCE THE EAST QUARTER CORNER (BRASS CAP) BEARS EAST 1456 FEET; THENCE FROM SAID POINT OF BEGINNING WEST ALONG THE NORTH LINE OF THE NW1/4 SE1/4 AS FENCED 410.4 FEET; THENCE SOUTH 15°49' WEST 251.0 FEET TO A POINT ON THE NORTH SIDE OF COUNTY ROAD NO. 160; THENCE ALONG COUNTY ROAD NO. 160 AS FENCED SOUTH 83°04' EAST 82.5 FEET; THENCE NORTH 82°26' EAST 400.5 FEET; THENCE LEAVING SAID COUNTY ROAD NO. 160 NORTH 198.7 FEET TO THE POINT OF BEGINNING.

MORE CORRECTLY DESCRIBED AS FOLLOWS: A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW1/4 SE1/4) OF SECTION 31, TOWNSHIP 50 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
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THENCE SOUTH 15°49'00" WEST 246.46 TO A 5/8-INCH REBAR WITH A 1 1/2-INCH ALUMINUM CAP STAMPED '487' ON THE NORTHERLY BOUNDARY OF CHAFFEE COUNTY ROAD NO. 160;
THENCE ALONG SAID NORTHERLY COUNTY ROAD BOUNDARY, ALSO BEING THE NORTHERLY BOUNDARY OF THE CHAFFEE COUNTY ROAD 160 ANNEXATION DESCRIBED IN CITY OF SALIDA ORDINANCE NO. 2008-27, THE FOLLOWING THREE (3) COURSES AND DISTANCES:
FIRST SOUTH 82°05'51" EAST 79.26 FEET; THENCE NORTH 84°03'36" EAST 94.92 FEET;
AND THENCE NORTH 83°23'32" EAST 307.09 FEET TO A 5/8-INCH REBAR WITH A 1 1/2-INCH ALUMINUM CAP STAMPED 'PLS 36575' AT THE SOUTHWEST CORNER OF THE GROOVER ANNEXATION AS DESCRIBED IN CITY OF SALIDA ORDINANCE NO. 2023-07;
THENCE NORTH 00°11'58" EAST ALONG THE WEST BOUNDARY OF SAID GROOVER ANNEXATION A DISTANCE OF 197.87 FEET TO THE POINT OF BEGINNING. CONTAINING 2.30 ACRES.

ANNEXATION PETITION

CIRCULATOR'S AFFIDAVIT

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

Kenneth Layton

being first duly sworn, upon oath deposes and says that she/he was the circulator of the above and foregoing petition and that the signatures on said petition are the signatures of the persons whose names they purport to be.



Circulator

Subscribed and sworn to before me this 14 day of May, A. D. 2025.

Witness my hand and official seal. My commission expires: July 21, 2024.



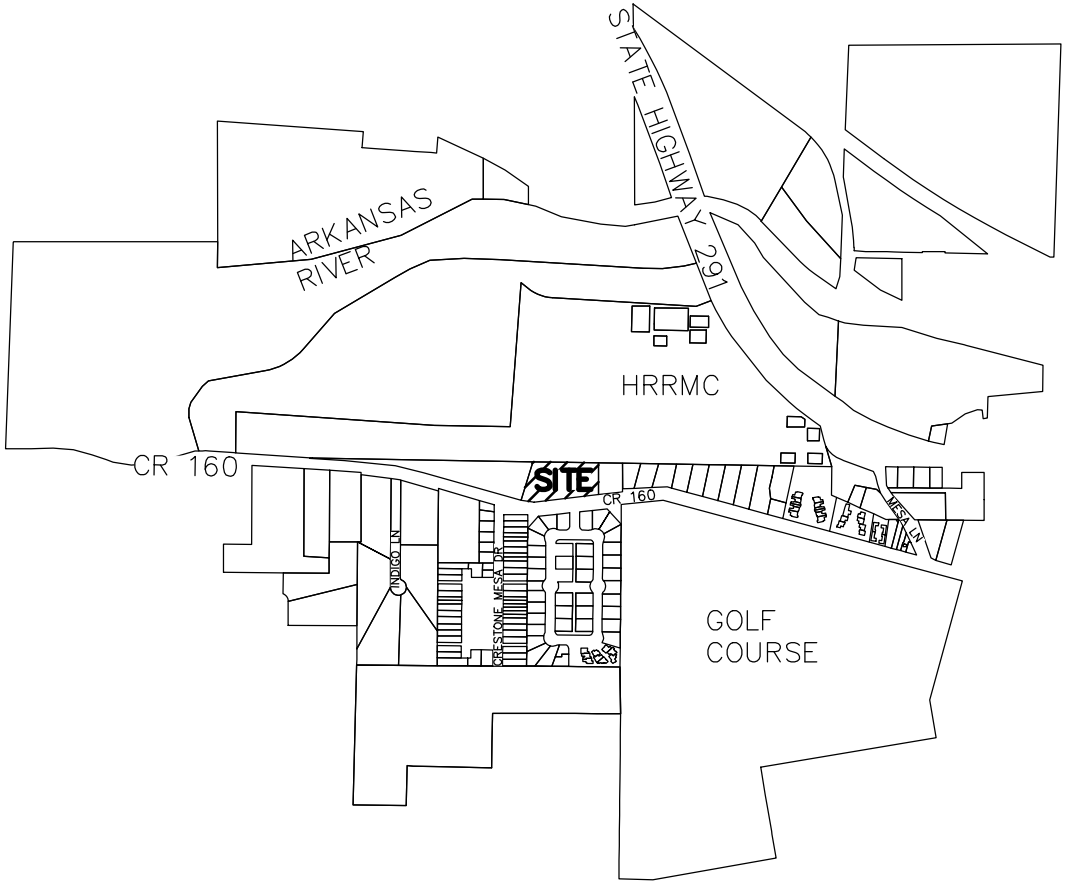
Notary Public



MESA RIDGE ANNEXATION PLAT

FOR A TRACT IN THE

NW 1/4 SE 1/4 of SECTION 31, TOWNSHIP 50 NORTH, RANGE 9 EAST, N.M.P.M.
CHAFFEE COUNTY, COLORADO



VICINITY MAP
NOT TO SCALE

MESA RIDGE ANNEXATION TO THE CITY OF SALIDA CERTIFICATION:
WHEREAS THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO HAS BEEN PRESENTED WITH AN APPLICATION TO ANNEX THE TERRITORY DESCRIBED HEREIN BY BLOCK 7 DEVELOPMENT LLC, A COLORADO LIMITED LIABILITY COMPANY, THE OWNER OF 100% OF THE AREA TO BE ANNEXED; AND
WHEREAS, THE CITY COUNCIL BY RESOLUTION ADOPTED _____, 2025, DETERMINED THAT THE ANNEXATION APPLICATION SUBSTANTIALLY COMPLIED WITH THE REQUIREMENTS OF SECTION 38-12-107(1) C.R.S.; AND
WHEREAS, AFTER PUBLISHED NOTICE AND PUBLIC HEARING ON _____, 2025, AS REQUIRED BY SECTION 31-12-108, C.R.S., THE CITY COUNCIL ADOPTED RESOLUTION NUMBER _____ (SERIES OF 2025) DETERMINING THAT THE ANNEXATION SATISFIED THE REQUIREMENTS OF SECTION 31-12-104 AND 105, C.R.S. AND THAT AN ANNEXATION ELECTION WAS NOT REQUIRED; AND
WHEREAS, ON _____, 2025, THE CITY COUNCIL ADOPTED ORDINANCE NUMBER _____ (SERIES OF 2025), APPROVING AND ANNEXING THE MESA RIDGE ANNEXATION TO THE CITY OF SALIDA.
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, DOES HEREBY APPROVE AND ACCEPT THE MESA RIDGE ANNEXATION DESCRIBED HEREIN; TO WIT, THE TERRITORY COMPRISING 2.30 ACRES, AND BEING DESCRIBED AS FOLLOWS.

RECORD DESCRIPTION: A TRACT OF LAND IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW1/4 SE1/4) OF SECTION 31, TOWNSHIP 50 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE NORTH BOUNDARY LINE OF THE SAID NW1/4 SE1/4 FROM WHENCE THE EAST QUARTER CORNER (BRASS CAP) BEARS EAST 1456 FEET; THENCE FROM SAID POINT OF BEGINNING WEST ALONG THE NORTH LINE OF THE NW1/4 SE1/4 AS FENCED 410.4 FEET; THENCE SOUTH 15°49' WEST 251.0 FEET TO A POINT ON THE NORTH SIDE OF COUNTY ROAD NO. 160; THENCE ALONG COUNTY ROAD NO. 160 AS FENCED SOUTH 83°04' EAST 82.5 FEET; THENCE NORTH 82°26' EAST 400.5 FEET; THENCE LEAVING SAID COUNTY ROAD NO. 160 NORTH 198.7 FEET TO THE POINT OF BEGINNING.

MORE CORRECTLY DESCRIBED AS FOLLOWS: A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW1/4 SE1/4) OF SECTION 31, TOWNSHIP 50 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE NORTH BOUNDARY OF THE SAID NW1/4 SE1/4, SAID POINT BEING MARKED BY A 5/8-INCH REBAR WITH A 1 1/2-INCH ALUMINUM CAP STAMPED 'PLS 36575', FROM WHENCE THE EAST 1/4 CORNER (BRASS CAP) OF SAID SECTION 31 BEARS SOUTH 89°18'19" EAST 1454.91 FEET; THENCE PROCEEDING AROUND THE TRACT, NORTH 89°18'19" WEST ALONG THE NORTH BOUNDARY OF THE SAID NW 1/4 SE 1/4, ALSO BEING THE SOUTH BOUNDARY OF THE HEART OF THE ROCKIES REGIONAL MEDICAL CENTER ANNEXATION AS DESCRIBED IN CITY OF SALIDA ORDINANCE 2008-17, A DISTANCE OF 411.52 FEET TO A 5/8-INCH REBAR WITH A 1 1/2-INCH ALUMINUM CAP STAMPED 'LS 16117'; THENCE SOUTH 15°49'00" WEST 246.46 TO A 5/8-INCH REBAR WITH A 1 1/2-INCH ALUMINUM CAP STAMPED '487' ON THE NORTHERLY BOUNDARY OF CHAFFEE COUNTY ROAD NO. 160; THENCE ALONG SAID NORTHERLY COUNTY ROAD BOUNDARY, ALSO BEING THE NORTHERLY BOUNDARY OF THE CHAFFEE COUNTY ROAD 160 ANNEXATION DESCRIBED IN CITY OF SALIDA ORDINANCE NO. 2008-27, THE FOLLOWING THREE (3) COURSES AND DISTANCES:
FIRST SOUTH 82°05'51" EAST 79.26 FEET; THENCE NORTH 84°03'36" EAST 94.92 FEET;
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THENCE NORTH 00°11'58" EAST ALONG THE WEST BOUNDARY OF SAID GROOVER ANNEXATION A DISTANCE OF 197.87 FEET TO THE POINT OF BEGINNING. CONTAINING 2.30 ACRES.

OWNERS:
BLOCK 7 DEVELOPMENT, LLC, a Colorado Limited Liability Company
9996 W HWY 50, PMB 1055
SALIDA, CO 81201

OWNERS CERTIFICATE:
THIS IS TO CERTIFY THAT BLOCK 7 DEVELOPMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY, BEING THE OWNER OF 100% OF THE PROPERTY DESCRIBED AND SHOWN HEREON DESIRES AND APPROVES THE ANNEXATION OF SAID PROPERTY TO THE CITY OF SALIDA.

BLOCK 7 DEVELOPMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY

KENNY LAYTON, MEMBER

STATE OF COLORADO }
COUNTY OF CHAFFEE }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2025

BY: _____, WHOSE NAME IS SUBSCRIBED ABOVE
WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES _____

CITY OF SALIDA APPROVAL:

APPROVED THIS _____ DAY OF _____, 2025

BY: _____
MAYOR OF THE CITY OF SALIDA

ATTEST: _____
CITY CLERK

SALIDA PLANNING COMMISSION APPROVAL:
THIS ANNEXATION PLAT IS HEREBY APPROVED ON THIS _____ DAY OF _____, 2025, BY THE CITY OF SALIDA PLANNING COMMISSION

CHAIRMAN OF PLANNING COMMISSION _____ ATTEST: CITY CLERK _____

CITY OF SALIDA CLERK'S CERTIFICATE:
I HEREBY CERTIFY THAT THIS EXECUTED ANNEXATION MAP, ALONG WITH THE ORIGINAL ANNEXATION ORDINANCE FOR THE MESA RIDGE ANNEXATION WAS ACCEPTED FOR FILING IN MY OFFICE ON THE _____ DAY OF _____, 2025.

CITY CLERK

CHAFFEE COUNTY CLERK & RECORDER'S CERTIFICATE:
I HEREBY CERTIFY THAT A CERTIFIED COPY OF THIS ANNEXATION MAP AND A CERTIFIED COPY OF THE ANNEXATION ORDINANCE FOR THE MESA RIDGE ANNEXATION TO THE CITY OF SALIDA, CHAFFEE COUNTY, COLORADO, WERE ACCEPTED AND FILED IN MY OFFICE ON THIS _____ DAY OF _____, 2025, UNDER RECEPTION NUMBER(S) _____.

CHAFFEE COUNTY CLERK AND RECORDER

LAND SURVEYOR'S CERTIFICATE:
I, MICHAEL K. HENDERSON, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS PERFORMED UNDER MY DIRECT SUPERVISION AND THE MONUMENTS SHOWN HEREON WERE RECOVERED AS INDICATED, AND THIS PLAT ACCURATELY REPRESENTS THE RESULTS OF SAID SURVEY TO THE BEST OF MY KNOWLEDGE. I FURTHER CERTIFY THAT AT LEAST ONE-SIXTH OF THE PERIMETER BOUNDARIES OF THE TRACT TO BE ANNEXED ARE ADJACENT TO THE PRESENT CITY OF SALIDA CORPORATION LINE DATED THIS _____ DAY OF _____, 2025.

MICHAEL K. HENDERSON
REG. L.S. NO. 18117
STATE OF COLORADO

ANNEXATION BOUNDARY SUMMARY

PERIMETER OF LAND TO BE ANNEXED: 1,337.12 FT
ADJOINS PRESENT CORPORATION LINE: 1,090.66 FT
REQUIRED ADJOINING 1/6TH: 222.85 FT

GENERAL LAND SURVEYOR'S NOTES:
1. PROPERTY DESCRIPTION & RECORD EASEMENT RESEARCH BASED ON FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. 24-24418 ISSUED BY CENTRAL COLORADO TITLE & ESCROW, EFFECTIVE DECEMBER 2, 2024.
2. DEED LINES ARE BASED ON AFOREMENTIONED PROPERTY DESCRIPTION, ON THE CHAFFEE COUNTY ROAD 160 ANNEXATION PLAT, ON THE LOCATIONS OF THE RECOVERED SURVEY MONUMENTS SHOWN AND DESCRIBED HEREON, AND ON THE RGY LAND SURVEY PLAT DEPOSITED IN THE LAND SURVEY RECORDS OF CHAFFEE COUNTY AS SUR-1031.
3. THE PROPERTY IS SUBJECT TO A 5.0 FOOT WIDE PERPETUAL EASEMENT GRANTED TO U.S. WEST COMMUNICATIONS, INC. FOR TELECOMMUNICATIONS FACILITIES IN BOOK 522 AT PAGE 233 OF THE CHAFFEE COUNTY RECORDS.
4. PLAT REFERS TO THE COUNT ROAD 160 ANNEXATION TO THE CITY OF SALIDA PLAT
5. MORE CORRECTLY DESCRIBED ANNEXATION DESCRIPTION PREPARED BY MICHAEL K. HENDERSON, 203 G STREET, SALIDA, CO 81201

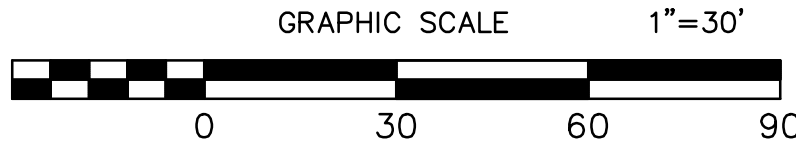
ASSISTED BY BILL HUSSEY, PE, SHREDGNAR, LLC

MESA RIDGE ANNEXATION PLAT
in the NW 1/4 SE 1/4 of SECTION 31,
TOWNSHIP 50 NORTH, RANGE 9 EAST, N.M.P.M.

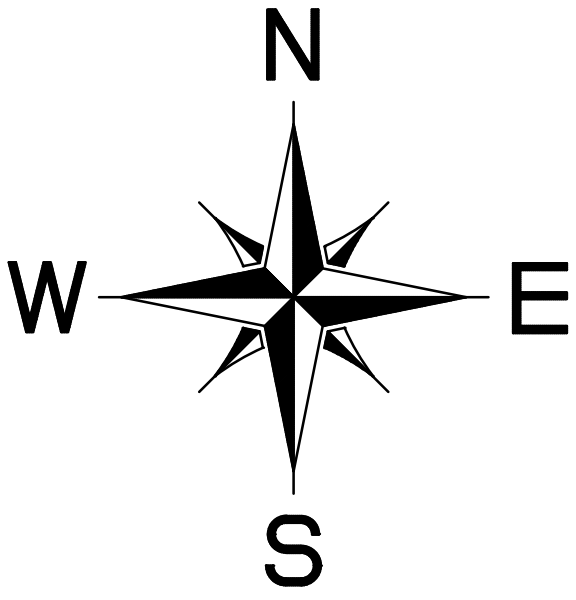
CHAFFEE COUNTY _____ COLORADO

Job Number: J-25-063
DESIGNED: W.B.H. HENDERSON LAND SURVEYING CO., INC.
DRAWN BY: W.B.H. 203 G STREET SALIDA, COLORADO

CHECKED: _____
Field Book: 5327 PGS. 3&4
DATE: 5/19/2025
DRAWING NO. L-25-14



DIRECTIONS ARE BASED ON THE BEARING S89°18'19"E BETWEEN RECOVERED SURVEY MONUMENTS AT THE NE CORNER OF THE TRACT AND THE E1/4 CORNER OF SECTION 31, AS SHOWN AND/OR DESCRIBED ON THIS PLAT.



LOT 1-RA, HEART OF THE ROCKIES MEDICAL CAMPUS -
PHASES 3 & 4, PLANNED DEVELOPMENT REVISION
REC. NO. 447451

HRRMC ANNEXATION
ORDINANCE 2008-17

CITY OF SALIDA CORPORATION LINE

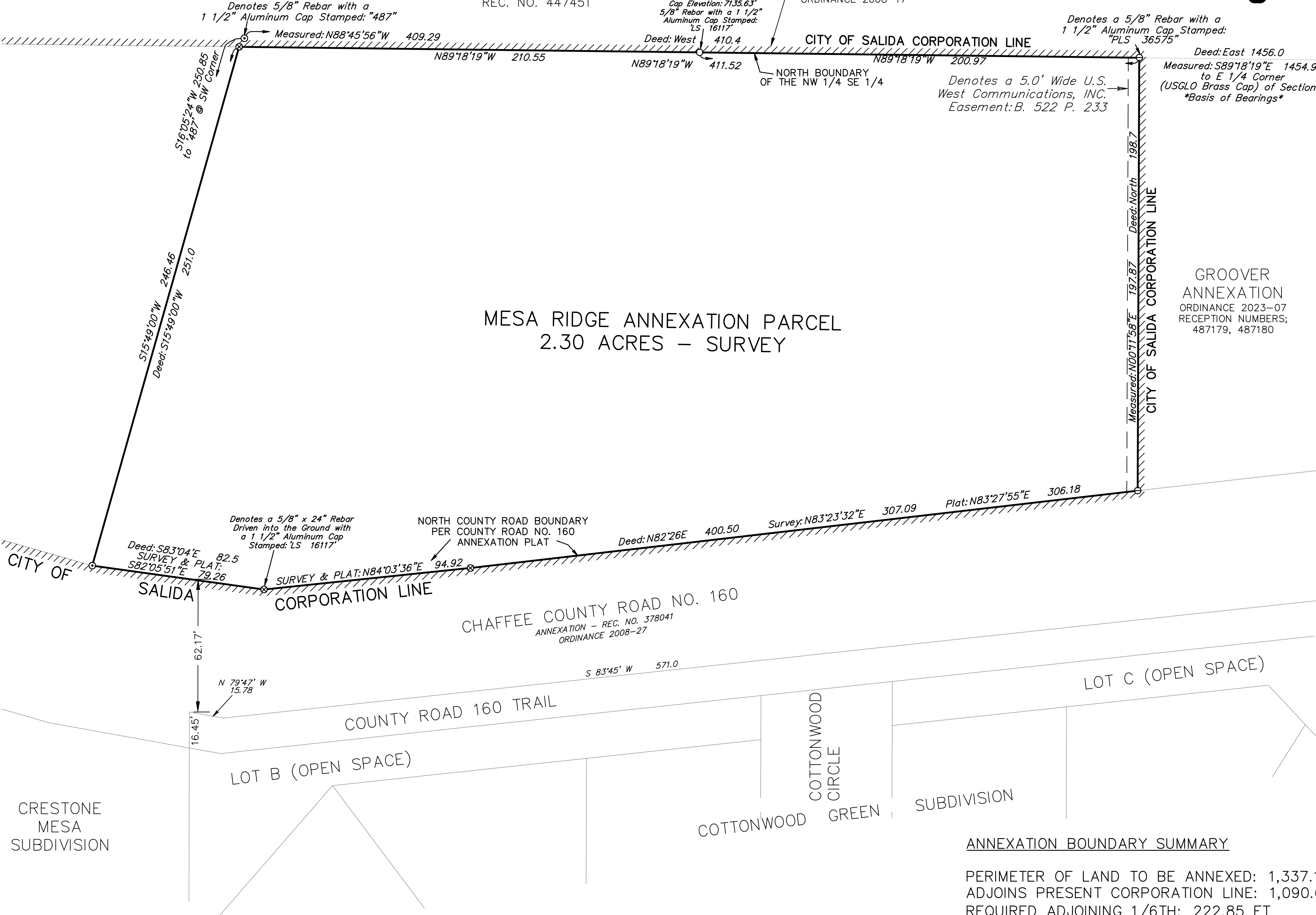
NORTH BOUNDARY
OF THE NW 1/4 SE 1/4

Denotes a 5.0' Wide U.S.
West Communications, INC.
Easement: B. 522 P. 233

Deed: East 1456.0
Measured: S89°18'19"E 1454.91
to E 1/4 Corner
(USQLO Brass Cap) of Section 31
Basis of Bearings

MESA RIDGE ANNEXATION PARCEL
2.30 ACRES - SURVEY

GROOVER
ANNEXATION
ORDINANCE 2023-07
RECEPTION NUMBERS:
487179, 487180



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.

From: Donna Rhoads <information hidden>

Sent: Sunday, March 7, 2021 7:42 AM

To: Nathan Young <information hidden> Bill Almquist <bill.almquist@cityofsalida.com>; William Taliaferro <william.taliaferro@cityofsalida.com>; Diesel Post <diesel.post@cityofsalida.com>

Subject: Re: Update

Ok, sure. This is exciting,

It was Mike Smith and Paul Magg from SMT who went out with the GPS.

Mike Smith <information hidden>

Paul Maag <information hidden>

We need to still determine where the trail joins the hospital trail. Maybe meet with David Colarelli, the hrrmc grounds manager, first?

<information hidden>

I am around this coming week Tuesday, Wednesday or Thursday mid day, if you need me. (I will be gone March 13 to 22)

Donna

On Friday, March 5, 2021, 04:32:48 PM MST, Diesel Post <diesel.post@cityofsalida.com> wrote:

All right team,

sounds like we are at a place that we can start developing a legal description of the land that Nathan plans on dedicating. We should get out there to flag it and then Henderson could do a quick survey. I know Bill is laid up after his surgery.

Donna - who went out already and GPS the line? We should coordinate to get out there with some flags and really solidify this.

-Diesel

Director of Parks and Recreation

City of Salida
(719)966-9378

On Fri, Mar 5, 2021, 3:18 PM Nathan Young <information hidden> wrote:
Once we agree on the size/scope of it, I suppose Henderson (surveyor) can come up with the legal description.

Nathan Young

From: Diesel Post <diesel.post@cityofsalida.com>
Sent: Friday, March 5, 2021 3:15 PM
To: Nathan Young <information hidden>
Subject: Re: Update

I met with the lawyer this week to start getting the legal documents drawn up. our next step is to come up with a legal description so you Bill and I should probably meet out there We might want to get some GPS points.

-Diesel
Director of Parks and Recreation
City of Salida
(719)966-9378

On Fri, Mar 5, 2021, 3:09 PM Nathan Young <information hidden> wrote:
Diesel, just checking back in with you on this....

Thanks,

Nathan Young

From: Diesel Post <diesel.post@cityofsalida.com>
Sent: Tuesday, February 16, 2021 3:55 PM
To: Nathan Young <information hidden>
Subject: Re: Update

I did get your message. I talked to Planning about it. Glad that you are getting it worked out. I will try to get us together.

-Diesel
Director of Parks and Recreation
City of Salida
(719)966-9378

On Tue, Feb 16, 2021, 1:55 PM Nathan Young <information hidden> wrote:
Diesel, I assume you received my phone message after you emailed me last. I spoke to my neighbor about the encroaching fence and it does not seem to be a problem. So, I am ready to meet with you whenever you are available.

Thanks,

Nathan Young

From: Diesel Post <diesel.post@cityofsalida.com>
Sent: Monday, February 8, 2021 11:55 AM
To: Nathan Young <information hidden>
Cc: Andy Riemenschneider - Land & Water Concepts <information hidden>
Subject: Re: Update

How does 2:00 on Tuesday or Wednesday work for you?

-Diesel
Director of Parks and Recreation
City of Salida
(719)966-9378

On Thu, Feb 4, 2021, 3:40 PM Nathan Young <information hidden> wrote:

Hey Diesel, thanks for the follow up. I have been told by my surveyor, Mike Henderson, that he is finalizing the additional work that I need to forward to my engineer, Andy Riemenschneider, for him to complete my development pan. So, it looks like we are close. I am tied up tomorrow but am available next week if that works.

Thanks,

Nathan Young

From: Diesel Post <diesel.post@cityofsalida.com>
Sent: Wednesday, February 3, 2021 1:35 PM
To: Nathan Young <information hidden>
Subject: Update

Hey Nathan,
I am checking in to see what your progress has been. We are probably ready to discuss our access agreement so that we can get the lawyer to write something up. When might you have time to talk with a few of us?

Mike 'Diesel' Post
Director of Parks and Recreation
City of Salida
719-966-9378



City Council Action Form

Department	Presented By	Date
Community Development	Kristen Hodges - Associate Planner	July 1, 2025

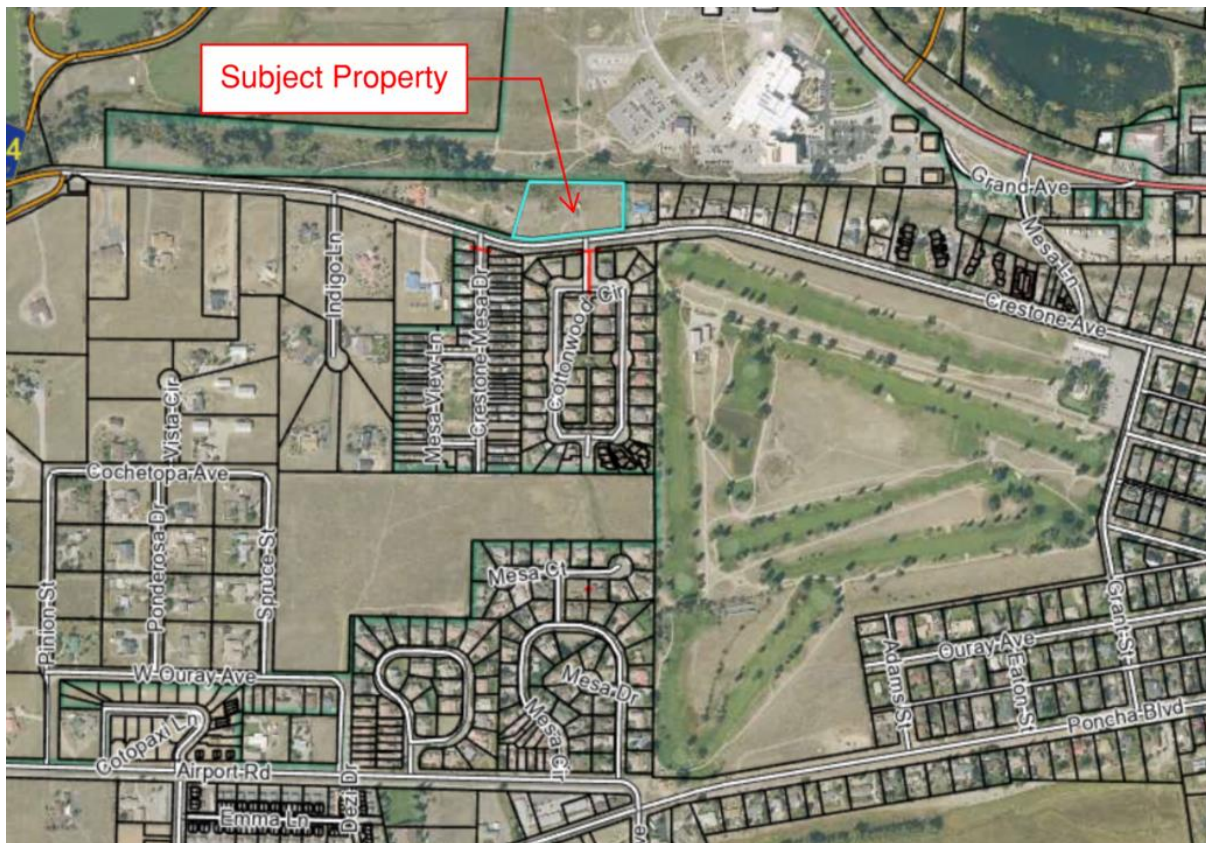
Agenda Item

Ordinance 2025-11: First reading on the proposed zoning of Medium-Density Residential (R-2) for the Mesa Ridge Annexation.

Background

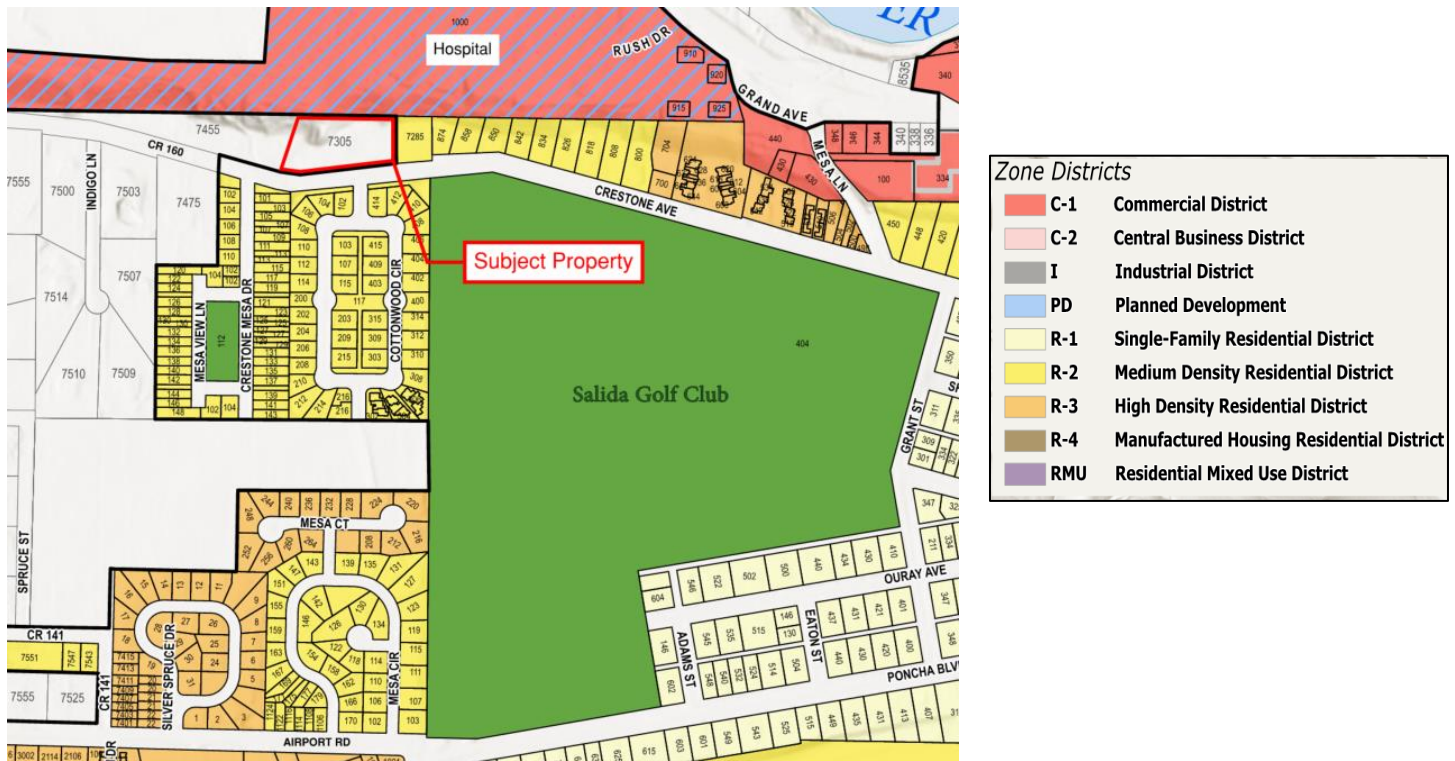
Following approval of the Mesa Ridge Annexation of 2.3 acres located at 7305 County Road 160 into the City of Salida, the applicant, High Desert Development, represented by Kenny Layton, has requested a designation of R-2 Medium-Density Residential zone district for the property. Per statute, the area annexed must be brought under the municipality's zoning ordinance within 90 days from the effective date of the annexation ordinance.

A complete legal description of the parcel is included as Exhibit A with the annexation application.



Vicinity Map

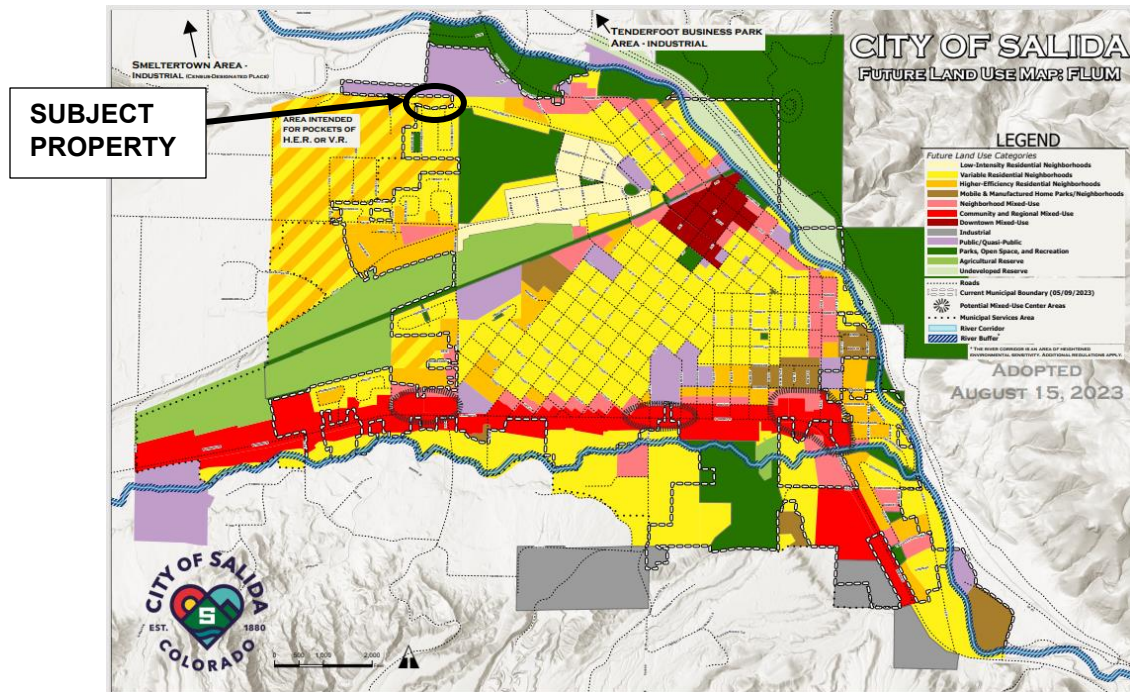
Surrounding Land Use and Zoning: Surrounding properties within city limits include C-1 Commercial to the north (with a Planned Development Overlay), and R-2 Medium-Density Residential to the south, southeast, and east. Surrounding properties within the county to the west and southwest are zoned RS Residential Suburban.



Zoning Map

Review Standards for Zoning Map Amendments (Section 16-4-210):

1. **Consistency with the Comprehensive Plan.** The proposed amendment shall be consistent with the Comprehensive Plan.
 - The Comprehensive Plan indicates:
 - New development shall be within the Municipal Services Area (MSA) and be developed at maximum densities to make the best use of available infrastructure.
 - The proposed annexation lies within the MSA and will accommodate urban densities.
 - Proposals should include connections to pedestrian and bicycle corridors, have sufficient water, and promote innovative and energy efficient design.
 - The proposed Major Subdivision Plat indicates the provision of a local trail dedication and connection.
 - Zoning should continue existing patterns of development.
 - Zoning of R-2 Medium-Density Residential would be consistent with the zoning found in the adjacent properties and would continue the regular pattern of development for the area.
 - The proposed zoning conforms with the city's Future Land Use Map, which calls for Variable Residential and Higher-Efficiency Residential Neighborhoods and Parks, Open Space, and Recreation zone districts.



Future Land Use Map

2. **Consistency with Purpose of Zone District.** The proposed amendment shall be consistent with the purpose of the zone district to which the property is to be designated.
 - Per the land use code, the purpose of the Medium-Density Residential (R-2) zone district is to provide for residential neighborhoods comprised of detached single-family dwellings, duplex dwellings and multi-family residences on smaller lots than are permitted in the Single-Family Residential (R-1) zone district, allowing for slightly greater overall densities. Complementary land uses for both R-2 may also include such supporting land uses as parks, schools, churches, home occupations or day care, among other uses.
 - The proposed zoning has the capability for providing a mix of single family and duplex dwellings. A trail dedication is also indicated. Therefore, staff supports the request to zone the property as R-2 Medium-Density Residential.
3. **Compatibility with Surrounding Zone Districts and Uses.** The development permitted by the proposed amendment shall be compatible with surrounding zone districts, land uses and neighborhood character.
 - The proposed zoning classification of R-2 is consistent and compatible with the zoning of the adjacent properties within city limits.
4. **Changed Conditions or Errors.** The applicant shall demonstrate that conditions affecting the subject parcel or the surrounding neighborhood have changed, or that due to incorrect assumptions or conclusions about the property, one (1) or more errors in the boundaries shown on the Official Zoning Map have occurred.
 - The proposed zoning is occurring because of the requirement to zone the property when annexed into the City in accordance with Section 16-4-50 of the Land Use and Development Code. This standard is not applicable.

Planning Commission Recommendation

A public hearing with the Planning Commission was held June 23, 2025. The Commission recommended (in a 5-1 vote) that Council approve the proposed zoning of Mesa Ridge Annexation to Medium-Density Residential (R-2) as it meets the applicable review standards.

Staff Recommendation

Staff recommends approval of the proposed zoning to Medium-Density Residential (R-2) as it complies with intent of the Comprehensive Plan and Future Land Use Map.

Fiscal Impact

There is no fiscal impact.

Motion

A Councilmember should make a motion to “combine and approve the items on the consent agenda setting second reading and the public hearing for Ordinance 2025-11 for July 15, 2025”, followed by a second and a roll call vote.

Attachments:

Ordinance 2025-11
Application Materials

**City Of Salida, Colorado
Ordinance No. 11
(Series of 2025)**

**An Ordinance of the City Council of the City of Salida, Colorado
Zoning Certain Real Property known as the 7305 County Road 160 – Mesa Ridge
Annexation as Medium Density Residential (R-2) Zone District**

WHEREAS, on May 14, 2025, High Desert Development, represented by Kenny Layton, filed a General Development Application (the “Petition”) to commence proceedings to annex to the City of Salida (the “City”) a certain unincorporated tract of land comprised of 2.3 acres located at located at 7305 C.R. 160, in the County of Chaffee, State of Colorado (the “Property”), and being more particularly described on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, by Ordinance No. 10, Series of 2025, the City of Salida annexed the Mesa Ridge Annexation to the City; and

WHEREAS, Petitioner has filed an application to zone the Property within the Medium-Density Residential (R-2) zone district, and on June 23, 2025 the City of Salida Planning Commission considered the zoning application for the Property at a duly noticed public hearing and recommended that the City Council zone it as Medium-Density Residential (R-2); and

WHEREAS, as required by the Salida Municipal Code, the public hearing on the zoning application for the Mesa Ridge Annexation was held on July 15, 2025 at a regularly scheduled meeting of the Salida City Council.

Now, therefore, be it ordained by the City Council of the City of Salida, Colorado, that:

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

Section 2. The Property described on Exhibit A is hereby zoned R-2 Medium-Density Residential.

Section 3. Promptly following adoption of this Ordinance, the City Administrator shall cause the terms of this Ordinance to be incorporated into the Official Zoning Map of the City pursuant to Section 16-4-210 of the Salida Municipal Code. The signed original copy of the Zoning Map shall be filed with the City Clerk. The Clerk shall also record a certified copy of this Ordinance with the Chaffee County Clerk and Recorder. The City staff is further directed to comply with all provisions of the Salida Land Use Regulations, SMC §16-1-10, et seq., to implement the provisions of this Ordinance.

Section 4. Severability: The provisions of this Ordinance are severable and the

invalidity of any section, phrase, clause, or portion of this 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 1st day of July, 2025, adopted and ordered published in full in a newspaper of general circulation in the City of Salida by the City Council on the 4th day of July, 2025, and set for Second Reading and Public Hearing on the 15th day of July, 2025.

Introduced on Second Reading, finally adopted and ordered published by Title only, by the City Council on the ____ day of _____, 20__.

City Of Salida, Colorado

Mayor

[SEAL]

ATTEST:

City Clerk/Deputy Clerk

Published in Full in the Mountain Mail after First Reading on the ____ day of _____, 20__, and by Title only, after final adoption on the ____ day of _____, 20__.

City Clerk/Deputy City Clerk

EXHIBIT A

A tract of land in the Northwest Quarter of the Southeast Quarter (NW¼ SE¼) of Section 31,
Township 50 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County,
Colorado, described as follows: Beginning at a point on the north line of the said NW¼ SE¼
from whence the east quarter comer (brass cap) bears East 1456 feet; thence from said point of
beginning West along the said north line of the NW¼ SE¼ as fenced 410.4 feet; thence South
15°49' West 251.0 feet to a point on the north side of County Road No. 160; thence along
County Road No. 160 as fenced South 83°04' East 82.5 feet; thence North 82°26' East 400.5 feet;
thence having the said County Road No. 160 North 198.7 feet to the point of beginning.

Also known by the following address:

7305 County Road 160, Salida, CO 81201

And assessor's schedule or parcel number: 368131400014



GENERAL DEVELOPMENT APPLICATION

448 East First Street, Suite 112

Salida, CO 81201

Phone: 719-539-4555 Fax: 719-539-5271

Email: planning@cityofsalida.com

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

- | | |
|--|--|
| ☒ Annexation | ☐ Administrative Review:
(Type) _____ |
| ☐ Pre-Annexation Agreement | |
| ☐ Appeal Application (Interpretation) | |
| ☐ Certificate of Approval | ☐ Limited Impact Review:
(Type) _____ |
| ☐ Creative Sign Permit | |
| ☐ Historic Landmark/District | ☒ Major Impact Review: <u>ZONING-R-2</u> |
| ☐ License to Encroach | (Type) <u>Major Subdivision</u> |
| ☐ Text Amendment to Land Use Code | |
| ☐ Watershed Protection Permit | ☐ Other: _____ |
| ☐ Conditional Use | |

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

A. Applicant Information

Name of Applicant: High Desert Development

Mailing Address: 9996 Hwy 50 PMB 1055, Salida, CO 81201

Telephone Number: 970-590-3201 FAX: _____

Email Address: Kenny@headwaterconstruction.com

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

B. Site Data

Name of Development: Mesa Ridge (proposed name)

Street Address: 7305 CR 160, Salida, CO 81201

Legal Description: Lot _____ Block _____ Subdivision _____ (attach description)

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

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

Signature of applicant/agent _____ Date 5/6/25

Signature of property owner _____ Date 5/6/25

High Desert Development
9996 Hwy 50 PMB 1055
Salida, CO 81201

Date: 5/14/2025

City of Salida Planning Department
448 E 1st Street, Suite 112
Salida, CO 81201

RE: Letter of Intent to Annex Property at 7305 County Road 160, Salida, CO 81201

To Whom It May Concern,

This letter is to formally express our intent to initiate the annexation of the property located at **7305 County Road 160, Salida, CO 81201** into the City of Salida.

We are the current owner of this approximately **2.3-acre** parcel and are concurrently working on a proposed major subdivision application of 10 lots that we believe aligns with the City's goals for responsible and sustainable growth. To this aim, we are requesting R2 zoning.

We understand the City's annexation policies and are prepared to comply with all relevant requirements under the City of Salida Land Use Code. We believe this property is a logical and appropriate extension of city boundaries due to its proximity to existing municipal services and infrastructure, and it is consistent with the City's Comprehensive Plan and future land use goals.

We respectfully request that the City of Salida initiate the necessary procedures to review and process this annexation. We look forward to engaging with City staff and leadership to move this process forward and welcome any initial feedback or direction the City may have.

Please let us know if there are additional steps we should take at this time or if any additional documentation is needed to proceed.

Sincerely,



Kenny Layton
Managing Member
Block 7 Development LLC dba High Desert Development
970-590-3201

STATEMENT OF AUTHORITY

1. This Statement of Authority relates to an entity named Block 7 Development LLC and is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.
2. The type of entity is a:

☐ corporation	☐ registered limited liability partnership
☐ nonprofit corporation	☐ registered limited liability limited partnership
☒ limited liability company	☐ limited partnership association
☐ general partnership	☐ government or governmental subdivision or agency
☐ limited partnership	☐ trust (Section 38-30-108.5, C.R.S.)
3. The entity is formed under the laws of: Colorado
4. The mailing address for the entity is: 9996 Hwy 50 PMB 1055, Salida, CO 81201
5. The ☒ name ☒ position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is: Kenneth Layton, Managing Member
- 6.² The authority of the foregoing person(s) to bind the entity is ☒ not limited ☐ limited as follows:
7. Other matters concerning the manner in which the entity deals with interests in real property:

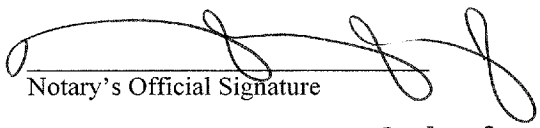
Block 7 Development LLC, a Colorado Limited Liability Company

By: 

Kenneth Layton, Managing Member

STATE OF COLORADO
COUNTY OF CHAFFEE

The foregoing instrument was acknowledged before me this 14th day of March, 2025, by Kenneth Layton, Managing Member of Block 7 Development LLC, a Colorado Limited Liability Company.


Notary's Official Signature

My Commission Expires: 09/13/28

JENNIFER S. LEIGHTON SCANGA NOTARY PUBLIC - STATE OF COLORADO Notary ID #20004024197 My Commission Expires 9/13/2028

Review Standards

Proposed Mesa Ridge Subdivision

- 1) **CONSISTENCY WITH COMPREHENSIVE PLAN** *The use shall be consistent with the City's Comprehensive Plan.*
 - a) Action LU&G-I. 1.b. – New development should complement the neighborhood's mass and scale.
 - i) Larger and smaller lot sizes can be found in the adjacent neighborhoods.
 - b) Action LU&G-I.2.a - Encourage projects to use maximum density allowances to make the best use of the available infrastructure.
 - i) Our lot sizes offer options for both single-family and two-family dwellings(paired-homes).
 - c) Action LU&G-I.2.c –Focus new development in the Salida area within the Municipal Services Area to ensure adequate provision of services and limit sprawl development around the city.
 - i) This development falls within the MSA
 - d) Located inside the Salida Municipal Services Area
 - i) Water and Sewer are already present along the western border of the property.
This development does not require the extension of new city services.
 - e) This development supports multiple key components identified by Salida residents as priorities for the direction of growth in Salida found in the Comprehensive Plan.
 - i) An appropriate range of housing types will be available to serve the varied lifestyles, ages, and income levels of residents. This is achieved through the creation of multiple sizes of lots that can support single-family homes, paired homes, as well as inclusionary housing.
 - ii) A system of interconnected parks, open spaces and trails will protect important natural areas and open spaces around Salida and serve the recreational needs of residents and visitors. This is a key component of our open space contribution through the dedication and creation of a trail system connector between the Crestone Ave and HRRMC trails below.
 - iii) New development will be focused within or adjacent to the city to preserve the rural, scenic character of the surrounding area's open spaces and agricultural lands. The subject property proposed is bordered by City property on 3 sides.
 - iv) Community gateways along major roadway corridors will create a positive and unique identity. Although not a major roadway, Crestone Ave has been improved and developed with attractive landscaping, sidewalks, and roadways that help support this goal. This development would help extend this principle through

the addition of sidewalk, curb/gutter, and an attractively landscaped bio-swale utilizing multiple landscape materials, natural grasses, plants, and trees.

- f) This development is congruent with the surrounding zoning. This property is bordered by R-2 zoned properties and is shown on the Future Land Use Map as having potential for either R-2 or R-3 zoning.

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

a) Zoning District Standards.

- i) The proposed development shall consist of 10 lots all meeting the Zone district dimensional standards (Sec. 16-4-200) for R-2 zoning.

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

- i) Mesa Ridge will meet or exceed all parking, landscaping, sign, and improvement standards specified in the Land Use Code

3) USE APPROPRIATE AND COMPATIBLE *The use shall be appropriate to its proposed location and be compatible with the character of neighboring uses, or enhance the mixture of complementary uses and activities in the immediate vicinity.*

- a) The Mesa Ridge site is requesting R2 zoning. The Future Land Use Map shows a desire for this parcel to be zoned either R3 or R2. R3 zoning would provide for a maximum of 49 units on this 2.45 acre site. R2 zoning would provide for a maximum of 39 units. We are proposing lots that would provide a maximum of 16 or 17 units. (depending on 2 versus 3 IH units)
- b) The neighboring uses consist of other single-family and townhomes that are larger and smaller than the Mesa Ridge lots. These can be found most notably in the Mesa View Subdivision, triplexes found in Cottonwood Greens and multiple groups of townhomes found nearby on Crestone Ave to the east.

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

- a) All proposed uses in Mesa Ridge are residential and will not negatively impact noise, odor, glare, or other similar conditions to the surroundings.

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

- a) Existing public facilities are already in place. Water, Sewer, Gas, and Electric.
- b) A new trail connector will be built to connect Crestone Ave with HRRMC trails
- c) Curb/gutter/sidewalks will be created to provide pedestrian access

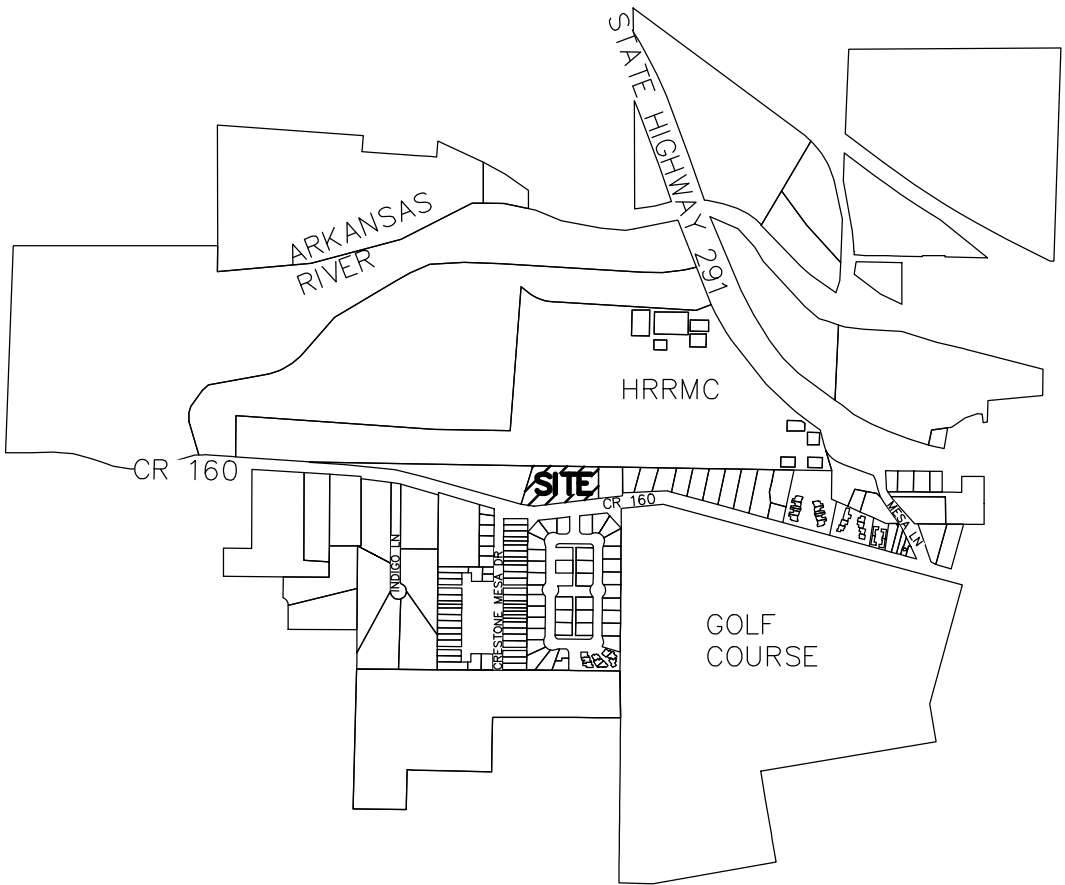
6) ENVIRONMENT. The use shall not cause significant deterioration to water resources, wetlands, wildlife habitat, scenic characteristics, or other natural features. As applicable, the proposed use shall mitigate its adverse impacts on the environment.

- a) No significant environmental impacts will be caused due to this issue. The site is not located in any high quality wildlife areas as shown on the Chaffee County Habitat Map.
- b) The setbacks and wide nature of Crestone Ave provide for structures to be located away from the roadway to allow the preservation of views and open space.
- c) The creation of a soft-surface trail connector from Crestone Ave to HRRMC trails allows the community increased access to open space and scenic views that are not currently accessible.
- d) The addition of the trail connector is strongly supported by both SMT and SPOT.

MESA RIDGE ANNEXATION PLAT

FOR A TRACT IN THE

NW 1/4 SE 1/4 of SECTION 31, TOWNSHIP 50 NORTH, RANGE 9 EAST, N.M.P.M.
CHAFFEE COUNTY, COLORADO



VICINITY MAP
NOT TO SCALE

MESA RIDGE ANNEXATION TO THE CITY OF SALIDA CERTIFICATION:
WHEREAS THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO HAS BEEN PRESENTED WITH AN APPLICATION TO ANNEX THE TERRITORY DESCRIBED HEREIN BY BLOCK 7 DEVELOPMENT LLC, A COLORADO LIMITED LIABILITY COMPANY, THE OWNER OF 100% OF THE AREA TO BE ANNEXED; AND
WHEREAS, THE CITY COUNCIL BY RESOLUTION ADOPTED _____, 2025, DETERMINED THAT THE ANNEXATION APPLICATION SUBSTANTIALLY COMPLIED WITH THE REQUIREMENTS OF SECTION 38-12-107(1) C.R.S.; AND
WHEREAS, AFTER PUBLISHED NOTICE AND PUBLIC HEARING ON _____, 2025, AS REQUIRED BY SECTION 31-12-108, C.R.S., THE CITY COUNCIL ADOPTED RESOLUTION NUMBER _____ (SERIES OF 2025) DETERMINING THAT THE ANNEXATION SATISFIED THE REQUIREMENTS OF SECTION 31-12-104 AND 105, C.R.S. AND THAT AN ANNEXATION ELECTION WAS NOT REQUIRED; AND
WHEREAS, ON _____, 2025, THE CITY COUNCIL ADOPTED ORDINANCE NUMBER _____ (SERIES OF 2025), APPROVING AND ANNEXING THE MESA RIDGE ANNEXATION TO THE CITY OF SALIDA.
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, DOES HEREBY APPROVE AND ACCEPT THE MESA RIDGE ANNEXATION DESCRIBED HEREIN; TO WIT, THE TERRITORY COMPRISING 2.30 ACRES, AND BEING DESCRIBED AS FOLLOWS.

RECORD DESCRIPTION: A TRACT OF LAND IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW1/4 SE1/4) OF SECTION 31, TOWNSHIP 50 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE NORTH BOUNDARY LINE OF THE SAID NW1/4 SE1/4 FROM WHENCE THE EAST QUARTER CORNER (BRASS CAP) BEARS EAST 1456 FEET; THENCE FROM SAID POINT OF BEGINNING WEST ALONG THE NORTH LINE OF THE NW1/4 SE1/4 AS FENCED 410.4 FEET; THENCE SOUTH 15°49' WEST 251.0 FEET TO A POINT ON THE NORTH SIDE OF COUNTY ROAD NO. 160; THENCE ALONG COUNTY ROAD NO. 160 AS FENCED SOUTH 83°04' EAST 82.5 FEET; THENCE NORTH 82°26' EAST 400.5 FEET; THENCE LEAVING SAID COUNTY ROAD NO. 160 NORTH 198.7 FEET TO THE POINT OF BEGINNING.

MORE CORRECTLY DESCRIBED AS FOLLOWS: A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW1/4 SE1/4) OF SECTION 31, TOWNSHIP 50 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE NORTH BOUNDARY OF THE SAID NW1/4 SE1/4, SAID POINT BEING MARKED BY A 5/8-INCH REBAR WITH A 1 1/2-INCH ALUMINUM CAP STAMPED 'PLS 36575', FROM WHENCE THE EAST 1/4 CORNER (BRASS CAP) OF SAID SECTION 31 BEARS SOUTH 89°18'19" EAST 1454.91 FEET; THENCE PROCEEDING AROUND THE TRACT, NORTH 89°18'19" WEST ALONG THE NORTH BOUNDARY OF THE SAID NW 1/4 SE 1/4, ALSO BEING THE SOUTH BOUNDARY OF THE HEART OF THE ROCKIES REGIONAL MEDICAL CENTER ANNEXATION AS DESCRIBED IN CITY OF SALIDA ORDINANCE 2008-17, A DISTANCE OF 411.52 FEET TO A 5/8-INCH REBAR WITH A 1 1/2-INCH ALUMINUM CAP STAMPED 'LS 16117'; THENCE SOUTH 15°49'00" WEST 246.46 TO A 5/8-INCH REBAR WITH A 1 1/2-INCH ALUMINUM CAP STAMPED '487' ON THE NORTHERLY BOUNDARY OF CHAFFEE COUNTY ROAD NO. 160; THENCE ALONG SAID NORTHERLY COUNTY ROAD BOUNDARY, ALSO BEING THE NORTHERLY BOUNDARY OF THE CHAFFEE COUNTY ROAD 160 ANNEXATION DESCRIBED IN CITY OF SALIDA ORDINANCE NO. 2008-27, THE FOLLOWING THREE (3) COURSES AND DISTANCES:
FIRST SOUTH 82°05'51" EAST 79.26 FEET; THENCE NORTH 84°03'36" EAST 94.92 FEET;
AND THENCE NORTH 83°23'32" EAST 307.09 FEET TO A 5/8-INCH REBAR WITH A 1 1/2-INCH ALUMINUM CAP STAMPED 'PLS 36575' AT THE SOUTHWEST CORNER OF THE GROOVER ANNEXATION AS DESCRIBED IN CITY OF SALIDA ORDINANCE NO. 2023-07;
THENCE NORTH 00°11'58" EAST ALONG THE WEST BOUNDARY OF SAID GROOVER ANNEXATION A DISTANCE OF 197.87 FEET TO THE POINT OF BEGINNING. CONTAINING 2.30 ACRES.

OWNERS:
BLOCK 7 DEVELOPMENT, LLC, a Colorado Limited Liability Company
9996 W HWY 50, PMB 1055
SALIDA, CO 81201

OWNERS CERTIFICATE:
THIS IS TO CERTIFY THAT BLOCK 7 DEVELOPMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY, BEING THE OWNER OF 100% OF THE PROPERTY DESCRIBED AND SHOWN HEREON DESIRES AND APPROVES THE ANNEXATION OF SAID PROPERTY TO THE CITY OF SALIDA.

BLOCK 7 DEVELOPMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY

KENNY LAYTON, MEMBER

STATE OF COLORADO
COUNTY OF CHAFFEE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2025

BY: _____, WHOSE NAME IS SUBSCRIBED ABOVE
WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES _____

CITY OF SALIDA APPROVAL:

APPROVED THIS _____ DAY OF _____, 2025

BY: _____
MAYOR OF THE CITY OF SALIDA

ATTEST: _____
CITY CLERK

SALIDA PLANNING COMMISSION APPROVAL:
THIS ANNEXATION PLAT IS HEREBY APPROVED ON THIS _____ DAY OF _____, 2025, BY THE CITY OF SALIDA PLANNING COMMISSION

CHAIRMAN OF PLANNING COMMISSION _____ ATTEST: CITY CLERK _____

CITY OF SALIDA CLERK'S CERTIFICATE:
I HEREBY CERTIFY THAT THIS EXECUTED ANNEXATION MAP, ALONG WITH THE ORIGINAL ANNEXATION ORDINANCE FOR THE MESA RIDGE ANNEXATION WAS ACCEPTED FOR FILING IN MY OFFICE ON THE _____ DAY OF _____, 2025.

CITY CLERK

CHAFFEE COUNTY CLERK & RECORDER'S CERTIFICATE:
I HEREBY CERTIFY THAT A CERTIFIED COPY OF THIS ANNEXATION MAP AND A CERTIFIED COPY OF THE ANNEXATION ORDINANCE FOR THE MESA RIDGE ANNEXATION TO THE CITY OF SALIDA, CHAFFEE COUNTY, COLORADO, WERE ACCEPTED AND FILED IN MY OFFICE ON THIS _____ DAY OF _____, 2025, UNDER RECEPTION NUMBER(S) _____.

CHAFFEE COUNTY CLERK AND RECORDER

LAND SURVEYOR'S CERTIFICATE:
I, MICHAEL K. HENDERSON, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS PERFORMED UNDER MY DIRECT SUPERVISION AND THE MONUMENTS SHOWN HEREON WERE RECOVERED AS INDICATED, AND THIS PLAT ACCURATELY REPRESENTS THE RESULTS OF SAID SURVEY TO THE BEST OF MY KNOWLEDGE. I FURTHER CERTIFY THAT AT LEAST ONE-SIXTH OF THE PERIMETER BOUNDARIES OF THE TRACT TO BE ANNEXED ARE ADJACENT TO THE PRESENT CITY OF SALIDA CORPORATION LINE DATED THIS _____ DAY OF _____, 2025.

MICHAEL K. HENDERSON
REG. L.S. NO. 18117
STATE OF COLORADO

ANNEXATION BOUNDARY SUMMARY

PERIMETER OF LAND TO BE ANNEXED: 1,337.12 FT
ADJOINS PRESENT CORPORATION LINE: 1,090.66 FT
REQUIRED ADJOINING 1/6TH: 222.85 FT

GENERAL LAND SURVEYOR'S NOTES:

- PROPERTY DESCRIPTION & RECORD EASEMENT RESEARCH BASED ON FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. 24-24418 ISSUED BY CENTRAL COLORADO TITLE & ESCROW, EFFECTIVE DECEMBER 2, 2024.
- DEED LINES ARE BASED ON AFOREMENTIONED PROPERTY DESCRIPTION, ON THE CHAFFEE COUNTY ROAD 160 ANNEXATION PLAT, ON THE LOCATIONS OF THE RECOVERED SURVEY MONUMENTS SHOWN AND DESCRIBED HEREON, AND ON THE RGY LAND SURVEY PLAT DEPOSITED IN THE LAND SURVEY RECORDS OF CHAFFEE COUNTY AS SUR-1031.
- THE PROPERTY IS SUBJECT TO A 5.0 FOOT WIDE PERPETUAL EASEMENT GRANTED TO U.S. WEST COMMUNICATIONS, INC. FOR TELECOMMUNICATIONS FACILITIES IN BOOK 522 AT PAGE 233 OF THE CHAFFEE COUNTY RECORDS.
- PLAT REFERS TO THE COUNT ROAD 160 ANNEXATION TO THE CITY OF SALIDA PLAT
- MORE CORRECTLY DESCRIBED ANNEXATION DESCRIPTION PREPARED BY MICHAEL K. HENDERSON, 203 G STREET, SALIDA, CO 81201

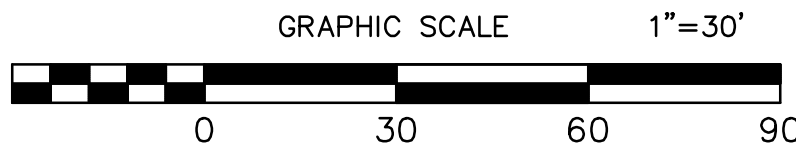
ASSISTED BY BILL HUSSEY, PE, SHREDGNAR, LLC

MESA RIDGE ANNEXATION PLAT
in the NW 1/4 SE 1/4 of SECTION 31,
TOWNSHIP 50 NORTH, RANGE 9 EAST, N.M.P.M.

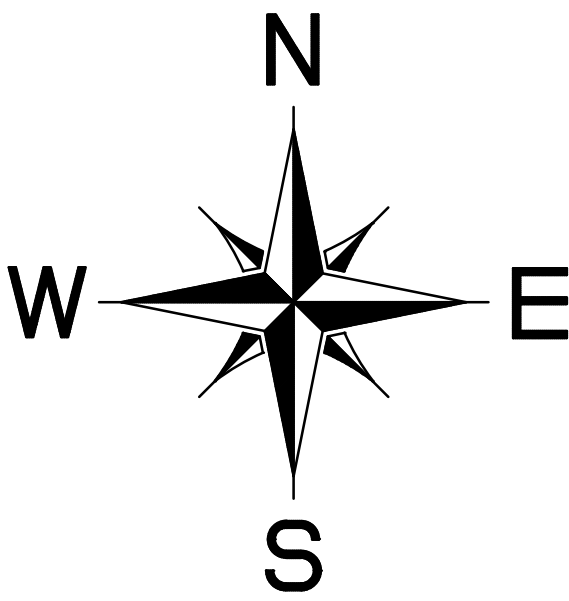
CHAFFEE COUNTY COLORADO

Job Number: J-25-063
DESIGNED: W.B.H.
DRAWN BY: W.B.H.
HENDERSON LAND SURVEYING CO., INC.
203 G STREET
SALIDA, COLORADO

CHECKED: Field Book: 5327 PGS. 3&4
DATE: 5/19/2025
DRAWING NO. L-25-14



DIRECTIONS ARE BASED ON THE BEARING S89°18'19"E BETWEEN RECOVERED SURVEY MONUMENTS AT THE NE CORNER OF THE TRACT AND THE E1/4 CORNER OF SECTION 31, AS SHOWN AND/OR DESCRIBED ON THIS PLAT.



LOT 1-RA, HEART OF THE ROCKIES MEDICAL CAMPUS -
PHASES 3 & 4, PLANNED DEVELOPMENT REVISION
REC. NO. 447451

HRRMC ANNEXATION
ORDINANCE 2008-17

CITY OF SALIDA CORPORATION LINE

NORTH BOUNDARY
OF THE NW 1/4 SE 1/4

Denotes a 5/8" Rebar with a
1 1/2" Aluminum Cap Stamped:
'PLS 36575'

Deed: East 1456.0
Measured: S89°18'19"E 1454.91
to E 1/4 Corner
(USQLO Brass Cap) of Section 31
Basis of Bearings

Denotes a 5.0' Wide U.S.
West Communications, INC.
Easement: B. 522 P. 233

MESA RIDGE ANNEXATION PARCEL
2.30 ACRES - SURVEY

GROOVER
ANNEXATION
ORDINANCE 2023-07
RECEPTION NUMBERS:
487179, 487180

Deed: S83°04'E
SURVEY & PLAT:
S82°05'51"E 79.26

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S82°05'51"E 79.26

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Deed: S83°04'E
SURVEY & PLAT:
S82°05'51"E 79.26

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



City Council Action Form

Department	Presented By	Date
Community Development	Kristen Hodges - Associate Planner	July 1, 2025

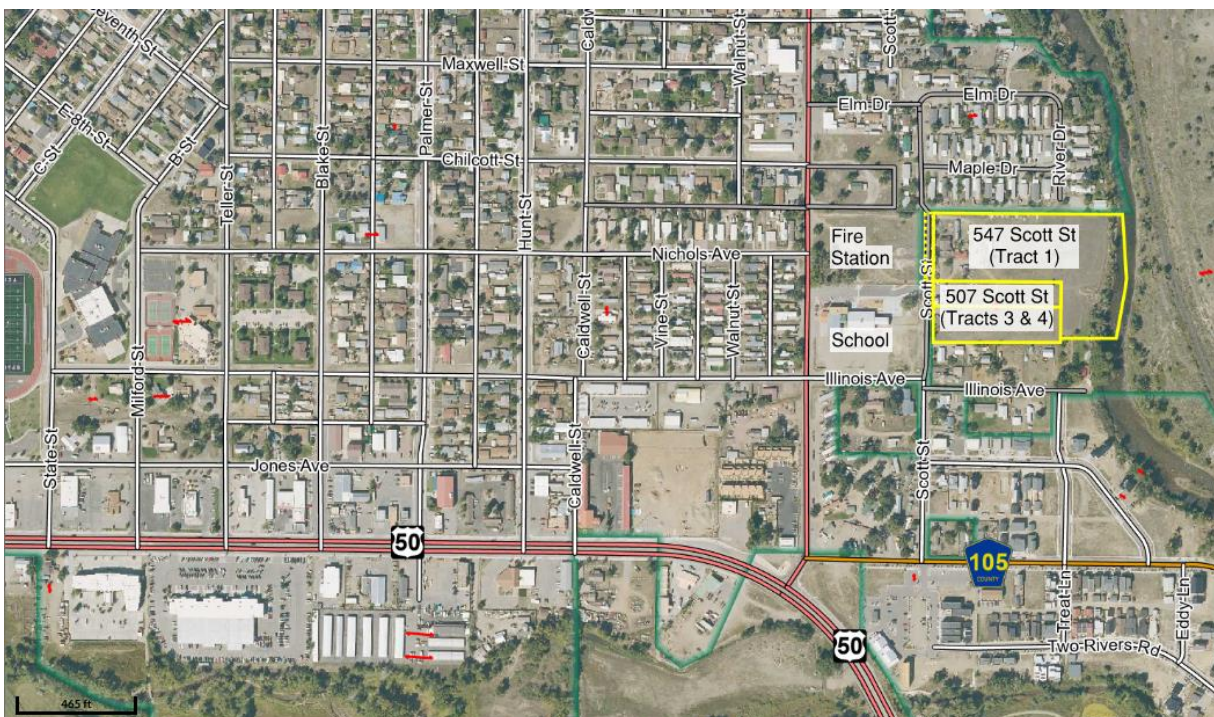
Agenda Item

Ordinance 2025-12: First reading on the proposed Granzella-City of Salida Annexation for an 8.2-acre property.

Background

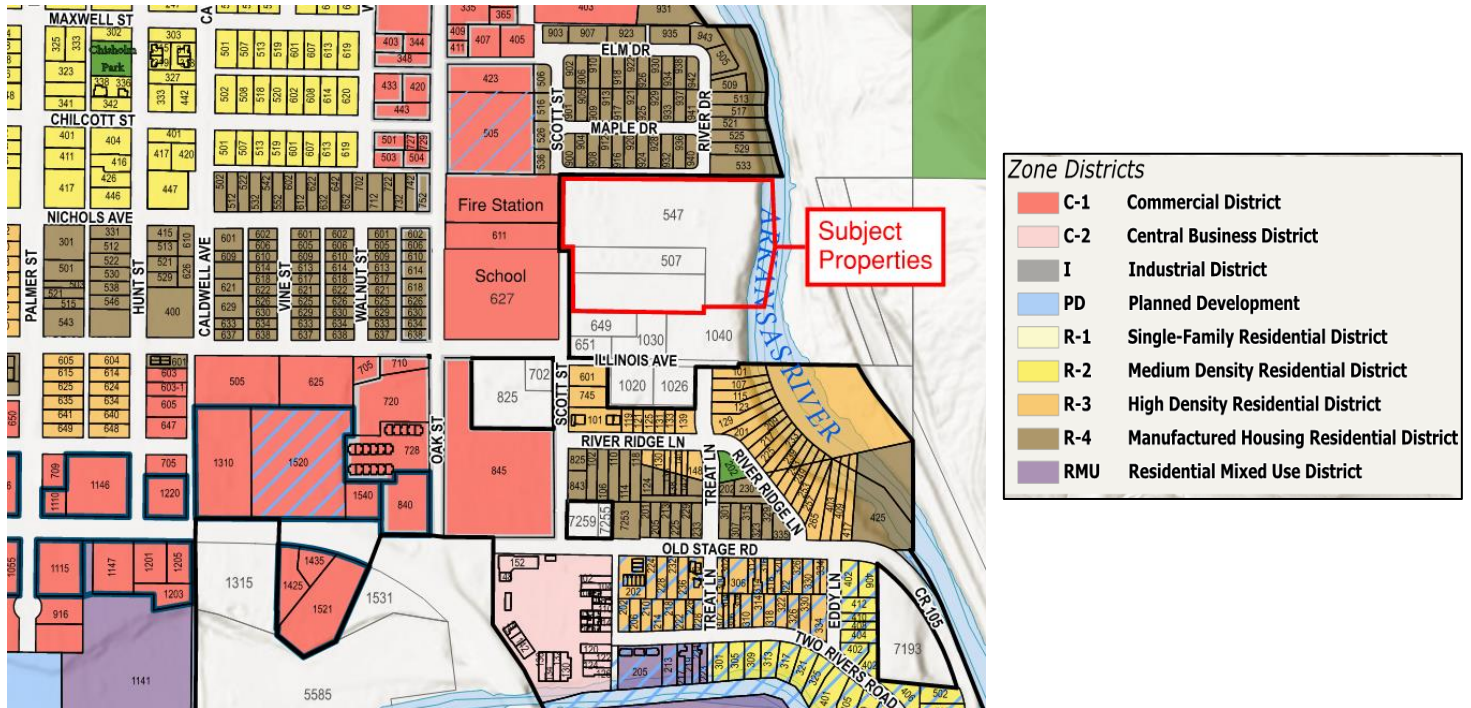
In May 2025, City staff generated an application to annex Tract 1 of the Lowry/Cooper Boundary Line Adjustment comprised of 5.6 acres located at located at 547 Scott Street (Parcel Number 380704300168) and Tracts 3 and 4 of the Lowry/Cooper Boundary Line Adjustment comprised of 2.6 acres located at located at 507 Scott Street (Parcel Number 380704300042). The City purchased the 507 Scott Street property from the Granzella's for the purpose of building affordable senior housing and a public park via a Sales Agreement. This agreement for these properties also stipulates that the City will initiate the annexation of the properties. The Sales Agreement includes the since-completed dedication of Scott Street which allows access to the properties and provides enhanced rear access to/from the Fire Station. The annexation includes dedication of a 70' tract for right-of way (Nelson Way), north of Tract 3, a 40' tract for right-of way east of Tracts 3 & 4, and a 15' stormwater easement south of Tract 1.

Presentations were given to City Council on June 2, 2025 for the concept review and on June 3, 2025 for the resolution of substantial compliance.



Vicinity Map

Surrounding Land Use and Zoning: Surrounding properties within city limits include C-1 Commercial to the west, R-3 High Density Residential to the south, and R-4 Manufactured Housing Residential immediately to the north. Surrounding properties within the county to the east (across the Arkansas River) are zoned PCR Conservation/Recreation.



Zoning Map

Process:

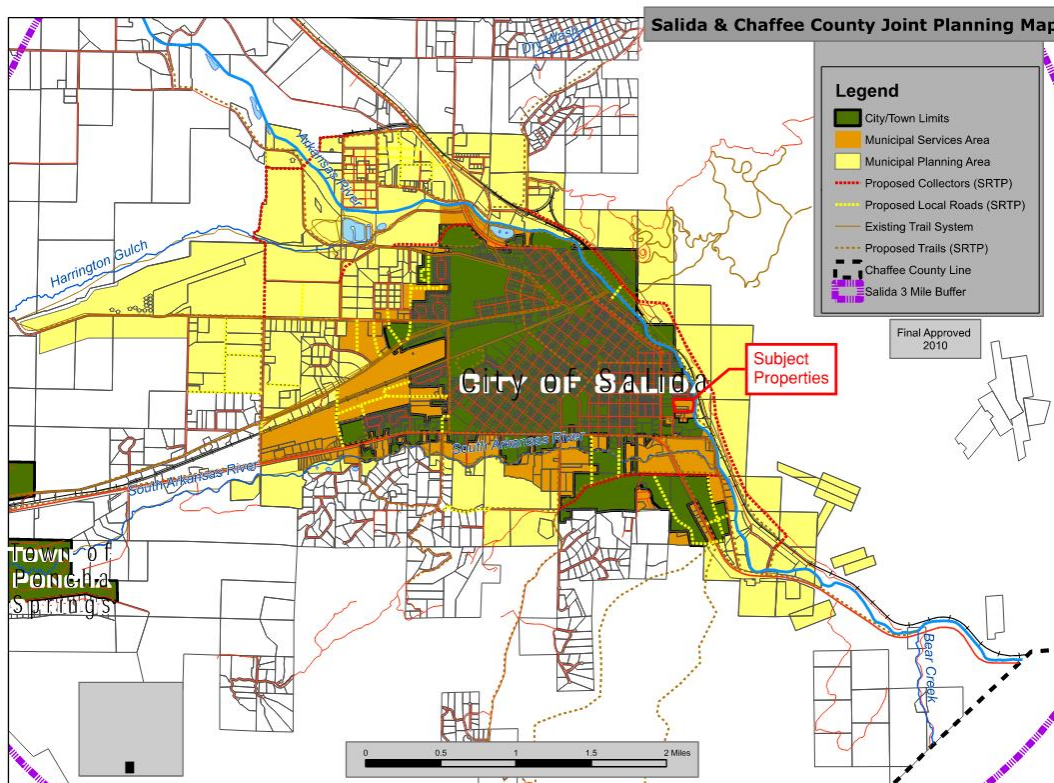
An application for annexation is a multi-step process. When annexing a property, the city must follow state statutes for contiguity and procedural requirements. The steps and standards include:

- A minimum of 1/6th (16.67%) of the perimeter of the proposed annexation must be contiguous with the City of Salida city limits.
- Staff reviews the petition for compliance with city and state statutes.
- City Council adopts a resolution stating the petition is valid and sets a public hearing date that is no less than 30 days and no greater than 60 days from the resolution date.
 - On June 3, 2025, City Council adopted Resolution 2025-22 finding the Annexation petition in compliance with city and state statutes and set the public hearing date for July 15, 2025.
- The City Council public hearing is advertised in the newspaper for four consecutive weeks.
- Planning Commission holds a public hearing to review the annexation and recommend the zoning designation of the property.
- City Council holds a public hearing on the annexation petition.
- City Council reviews and acts on an annexation agreement.
- City Council holds a public hearing to review and act on the proposed zoning.

Findings Of Fact:

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

1. The proposed annexation meets the required 1/6th contiguity with the municipal boundary of the City of Salida as shown on the annexation plat.
2. All applicable owners of the property are party to the annexation.
3. The annexation property is within the Municipal Services Area (MSA) of the City of Salida, as defined in the City's Comprehensive Plan and its intergovernmental agreement (IGA) with Chaffee County approved in 2010. According to the IGA, the MSA "encompasses properties which are eligible for annexation and extension of municipal utilities and infrastructure, within the parameters set forth in the Salida Municipal Code and Salida Comprehensive Plan, which may be amended from time to time."



Salida & Chaffee County Joint Planning Map

4. The annexation of the property is consistent with the vision and goals set forth in the Comprehensive Land Use Plan, specifically, to promote new development projects that contain a variety of housing, including affordable units. In addition, the proposal will provide for a logical extension of the City boundary to support the demand for residentially zoned land, which will provide for a variety of housing opportunities.
 5. The property may be efficiently served by City Fire and Police Departments.
 6. The property is a natural extension of the City's municipal boundary and meets the legal requirements for annexation.
- The timeline for the requests related to the annexation is as follows:

Proposed Action	Planning Commission Recommendation	City Council First Reading	City Council Final Action
Findings of Fact Resolution 2025-			7/15/2025
Annexation Ordinance 2025-12	6/10/2025	7/1/2025	7/15/2025
Annexation Agreement Resolution 2025-			7/15/2025
Zoning Ordinance 2025-13	6/10/2025	7/1/2025	7/15/2025

Annexation Agreement: On July 15, 2025, staff will propose an annexation agreement that will incorporate the inclusionary housing, and fair contributions to public school site requirements. The park and open space dedication / fees In-lieu was met via the Sales Agreement with the City.

Response From Referral Departments And Agencies:

- Salida Fire Department: No concerns at this time.
- Salida Police Department: No comments at this time.
- Public Works Department and City Engineering Consultants: Comments have been addressed.
- Salida Finance Department: 547 Scott Street is listed as a residential property in the City system. This property is a "sewer only in the City" utility account and it has two sewer taps on it. 507 Scott Street is listed as a commercial property in the City system. This property is a "sewer only in the City" utility account and it has one sewer tap on it. Upon development the appropriate system development fees will need to be paid.
- Chaffee County Public Health: No response was received.
- US Postal Service: No response was received.
- Salida School District: [Hopefully] the City and School can work collaboratively on the shared community needs for this area, most notably park space, parking, etc. That collaboration can be limited to just communicating plans and timing so [all parties are] aware.
- Xcel Energy: No response was received.
- ATMOS Energy: This subdivision is subject to Atmos Energy's main extension policy & process, if the desire is to have it served by Natural Gas.
- Visionary Broadband: No comments at this time.
- Chaffee County Planning Department: No issues or notes, proposal seems appropriate.
- Chaffee County Road and Bridge: No response was received.

Planning Commission Recommendation

A public hearing with the Planning Commission was held June 10, 2025. The Commission unanimously (7-0) recommended Council approve the proposed Granzella-City of Salida Annexation with conditions recommended by staff.

Staff Recommendation

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

1. Owners shall meet the inclusionary housing requirements of Article XIII of Chapter 16 of the Salida Municipal Code at the time of development.

2. Owners agree to pay at the time of building permit all applicable fees for the properties in the amounts set forth pursuant to the Salida Municipal Code, or as hereafter amended, namely the building plan review; applicable water and sewer system development fees; and the Fair Contribution to School Sites per Section 16-6-140 of the Salida Municipal Code (SMC), among other fees.
3. It is acknowledged that all public open space requirements for Tract 1 have been satisfied via the sales agreement for Tracts 3 & 4 which are anticipated to allow for the provision of adequate open space.
4. The owner/developer of Tract 1 will be required complete the curb, gutter, and sidewalk for the north side of the future Nelson Way (70' right-of-way) at time of development.
5. The owner/developer of Tract 1 will be required to connect and dedicate the undedicated portion of River Drive at time of development.
6. The City agrees to coordinate and take lead on improvements to Scott Street from Illinois Avenue to the future Nelson Way, including intersection improvements, which the City deems necessary, and which may include, for City street design, improvement to, opening of, completion of, utility work requirements, and to be financially responsible for this City Street development work done.
7. Owners of Tract 1 and successors and assigns agree to provide cost reimbursements to the City of Salida for utility installation (water and sewer) within Nelson Way; provided, however, owners' obligation for such cost reimbursements shall not exceed fifty percent (50%). Should owners of Tract 1 make the aforementioned utility installations (water and sewer) within Nelson Way, the City of Salida shall reimburse owners of Tract 1 for such cost at the time the City completes its development; provided, however, owners of Tract 1 obligation for such cost reimbursement shall not exceed fifty percent (50%). Notwithstanding the foregoing, the aforementioned cost reimbursement obligations shall expire ten (10) years following recordation of the Annexation Agreement with the Chaffee County Clerk and Recorder in accordance with applicable law.

Fiscal Impact

There is no fiscal impact.

Motion

A Councilmember should make a motion to "combine and approve the items on the consent agenda setting second reading and the public hearing for Ordinance 2025-12 for July 15, 2025", followed by a second and a roll call vote.

Attachments:

Ordinance 2025-12
Annexation Petition and Annexation Plat
Draft Minutes from June 10, 2025 Planning Commission Meeting
Sales Agreement

**City Of Salida, Colorado
Ordinance No. 12
(Series of 2025)**

**An Ordinance of the City Council of the City of Salida, Colorado
Annexing to the City of Salida a Certain Tract of Land in Unincorporated Chaffee
County Known as 507 and 547 Scott Street – Granzella-City of Salida Annexation**

WHEREAS, in May of 2025, the City of Salida filed a General Development Application (the “Petition”) to commence proceedings to annex to the City of Salida (the “City”) a certain unincorporated tract of land known as Tract 1 of the Lowry/Cooper Boundary Line Adjustment comprised of 5.6 acres located at located at 547 Scott Street and Tracts 3 and 4 of the Lowry/Cooper Boundary Line Adjustment comprised of 2.6 acres located at located at 507 Scott Street, in the County of Chaffee, State of Colorado (the “Property”), and being more particularly described on **Exhibit A**, attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to C.R.S. §31-12-108, the City Council by Resolution No. 22, Series of 2025 specified that the City Council would hold a hearing on the proposed annexation at its regular meeting on June 3, 2025 commencing at the hour of 6 p.m. in the City Council Chambers, 448 East First Street, Salida, Colorado; and

WHEREAS, pursuant to C.R.S. §31-12-108 to -110, the City Council on July 15, 2025 held a duly-noticed public hearing to consider the proposed annexation; and

WHEREAS, notice of such hearing was published on June 6, 2025, June 13, 2025, June 20, 2025, and June 27, 2025 in The Mountain Mail newspaper; and.

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

WHEREAS, the City hereby sets forth its Findings of Fact, Determinations, and Conclusions with regard to annexation to the Granzella-City of Salida Annexation; and

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

Now, therefore, be it ordained by the City Council of the City of Salida, Colorado, that:

Section 1. The foregoing recitals are incorporated herein as conclusions, facts,

determinations, and findings by Council.

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

1. Owners shall meet the inclusionary housing requirements of Article XIII of Chapter 16 of the Salida Municipal Code at the time of development.
2. Owners agree to pay at the time of building permit all applicable fees for the properties in the amounts set forth pursuant to the Salida Municipal Code, or as hereafter amended, namely the building plan review; applicable water and sewer system development fees; and the Fair Contribution to School Sites per Section 16-6-140 of the Salida Municipal Code (SMC), among other fees.
3. It is acknowledged that all public open space requirements for Tract 1 have been satisfied via the sales agreement for Tracts 3 & 4 which are anticipated to allow for the provision of adequate open space.
4. The owner/developer of Tract 1 will be required complete the curb, gutter, and sidewalk for the north side of the future Nelson Way (70' right-of-way) at time of development.
5. The owner/developer of Tract 1 will be required to connect and dedicate the undedicated portion of River Drive at time of development.
6. The City agrees to coordinate and take lead on improvements to Scott Street from Illinois Avenue to the future Nelson Way, including intersection improvements, which the City deems necessary, and which may include, for City street design, improvement to, opening of, completion of, utility work requirements, and to be financially responsible for this City Street development work done.
7. Owners of Tract 1 and successors and assigns agree to provide cost reimbursements to the City of Salida for utility installation (water and sewer) within Nelson Way; provided, however, owners' obligation for such cost reimbursements shall not exceed fifty percent (50%). Should owners of Tract 1 make the aforementioned utility installations (water and sewer) within Nelson Way, the City of Salida shall reimburse owners of Tract 1 for such cost at the time the City completes its development; provided, however, owners of Tract 1 obligation for such cost reimbursement shall not exceed fifty percent (50%). Notwithstanding the foregoing, the aforementioned cost reimbursement obligations shall expire ten (10) years following recordation of the Annexation Agreement with the Chaffee County Clerk and Recorder in accordance with applicable law.

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

1. File one (1) copy of the Annexation Plat and the original of this Annexation Ordinance in the office of the City Clerk of the City of Salida, Colorado;
2. File for recording three (3) certified copies of this Annexation Ordinance and three (3) copies of the Annexation Plat, containing a legal description of the annexation parcel, with the County Clerk and Recorder of Chaffee County, Colorado, with directions to the Chaffee County Clerk and Recorder to file one certified copy of this Annexation Ordinance and one copy of the Annexation Map with the Division of Local Government of the Department of Local Affairs of the State of Colorado and one certified copy of this Annexation Ordinance and one copy of the Annexation Map with the Colorado Department of Revenue; and
3. File one certified copy of this Annexation Ordinance and one copy of the Annexation Map in the office of the County Assessor of Chaffee County, Colorado.

Section 4. Severability: The provisions of this Ordinance are severable and the invalidity of any section, phrase, clause, or portion of this 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 1st day of July, 2025, adopted and ordered published in full in a newspaper of general circulation in the City of Salida by the City Council on the 4th day of July, 2025, and set for Second Reading and Public Hearing on the 15th day of July, 2025.

Introduced on Second Reading, finally adopted and ordered published by Title only, by the City Council on the ____ day of _____, 20__.

City Of Salida, Colorado

Mayor

[SEAL]

ATTEST:

City Clerk/Deputy Clerk

Published in Full in the Mountain Mail after First Reading on the ____ day of _____, 20__, and by Title only, after final adoption on the ____ day of _____, 20__.

City Clerk/Deputy City Clerk

EXHIBIT A

Tracts 1, 3, and 4 of the Lowry/Cooper Boundary Line Adjustment

A TRACT 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, INCLUDING TRACTS 1, 3 AND 4 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 CENTER-WEST 1/16TH CORNER OF SAID SECTION 4, SAID POINT BEING THE NORTHWEST CORNER OF SAID TRACT 1, BEING MARKED BY A 1 ½" ALUMINUM CAP STAMPED LS 16117, FROM WHENCE THE CENTER QUARTER CORNER OF SAID SECTION 4, BEING MARKED BY A 2 ½" ALUMINUM CAP STAMPED LS 16117, BEARS SOUTH 89°21'21" EAST, A DISTANCE OF 1262.48 FEET;
THENCE SOUTH 89°21'55" EAST, ALONG THE NORTH BOUNDARY OF SAID TRACT 1, A DISTANCE OF 755.13 FEET TO THE WESTERLY RAILROAD RIGHT-OF-WAY BOUNDARY AS SHOWN ON SAID PLAT OF LOWRY/COOPER BOUNDARY LINE ADJUSTMENT;
THENCE SOUTH 03°20'39" EAST, ALONG SAID RAILROAD RIGHT-OF-WAY, A DISTANCE OF 223.94 FEET TO A POINT ON THE CENTER THREAD OF THE ARKANSAS RIVER;
THENCE SOUTHWESTERLY ALONG THE CENTER THREAD OF THE ARKANSAS RIVER, A DISTANCE OF 249 FEET, MORE OR LESS, TO THE SOUTH BOUNDARY OF SAID TRACT 1;
THENCE NORTH 89°53'39" WEST, ALONG SAID SOUTH BOUNDARY OF TRACT 1, A DISTANCE OF 213 FEET, MORE OR LESS, TO THE EAST BOUNDARY OF SAID TRACT 4;
THENCE SOUTH 00°41'25" WEST, ALONG SAID EAST BOUNDARY OF TRACT 4, A DISTANCE OF 24.07 FEET;
THENCE NORTH 89°24'25" WEST, ALONG THE SOUTH BOUNDARY OF SAID TRACT 4, A DISTANCE OF 483.70 FEET TO THE EAST RIGHT-OF-WAY OF SCOTT STREET;
THENCE NORTH 00°21'20" EAST, ALONG THE SAID EAST RIGHT-OF-WAY OF SCOTT STREET, A DISTANCE OF 220.41 FEET;
THENCE NORTH 89°21'33" WEST, A DISTANCE OF 38.81 FEET TO THE WESTERLY LINE OF A 30 FOOT RIGHT-OF-WAY AND UTILITY EASEMENT;
THENCE NORTH 00°19'13" EAST, ALONG SAID WESTERLY LINE OF A 30 FOOT RIGHT-OF-WAY AND UTILITY EASEMENT, A DISTANCE OF 274.86 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.25 ACRES

Also known by the following addresses:

507 Scott Street, Salida, CO 81201

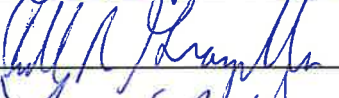
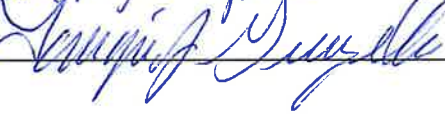
And assessor's schedule or parcel number: 380704300042

547 Scott Street, Salida CO 81201

And assessor's schedule or parcel number: 380704300168

ANNEXATION PETITION

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

Signature of Petitioners Requesting Annexation to the City of Salida, Colorado	Date of Signature of Each Petitioner	Mailing Address of each Petitioner	Description of Property Included the Area Proposed for Annexation Owned by Each person Signing this Petition. (Attach separate sheet, if necessary)
	5/22/25	Christy Doon, City Administrator, 448 E 1st Street, Salida CO 81201	TRACTS 3 & 4 LOWRY/COOPER BLA PLAT
	05-20-25	Rusty Granzella, PO Box 75 Salida, CO 81201	TRACT 1 LOWRY/COOPER BOUNDARY LINE ADJ MAP
	5/20/2025	Tangie Granzella, PO Box 75 Salida, CO 81201	TRACT 1 LOWRY/COOPER BOUNDARY LINE ADJ MAP

GRANZELLA—CITY OF SALIDA
ANNEXATION TO THE CITY OF SALIDA

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

CERTIFICATE OF DEDICATION AND OWNERSHIP

THIS IS TO CERTIFY THAT RUSSELL R. GRANZELLA, TANGIE J. GRANZELLA AND THE CITY OF SALIDA ARE THE OWNERS OF 100% OF THE LAND DESCRIBED AND SET FORTH HEREIN, EXCEPT PUBLIC STREETS, THAT SUCH OWNERS DESIRES AND APPROVES THE ANNEXATION OF THE TERRITORY DESCRIBED HEREIN TO THE CITY OF SALIDA, COLORADO AND DOES HEREBY DEDICATE TO THE CITY OF SALIDA THAT PORTION OF PROPERTY TO BECOME THE RIGHT-OF-WAYS OF NELSON WAY AND RIVER DRIVE AND THE 15' DRAINAGE EASEMENT AS SHOWN HEREON.

EXECUTED THIS ____ DAY OF _____, 2025.

OWNERS:

RUSSELL R. GRANZELLA TANGIE J. GRANZELLA

CITY OF SALIDA (MAYOR)

COUNTY OF CHAFFEE)
STATE OF COLORADO) ss.

THE FORGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____ 2025, BY RUSSELL R. GRANZELLA. WITNESS MY HAND AND SEAL.

MY COMMISSION EXPIRES _____.

NOTARY PUBLIC

COUNTY OF CHAFFEE)
STATE OF COLORADO) ss.

THE FORGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____ 2025, BY TANGIE J. GRANZELLA. WITNESS MY HAND AND SEAL.

MY COMMISSION EXPIRES _____.

NOTARY PUBLIC

COUNTY OF CHAFFEE)
STATE OF COLORADO) ss.

THE FORGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____ 2025, BY CITY OF SALIDA (MAYOR). WITNESS MY HAND AND SEAL.

MY COMMISSION EXPIRES _____.

NOTARY PUBLIC

CITY CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THIS ANNEXATION MAP ALONG WITH THE ORIGINAL ANNEXATION ORDINANCE FOR GRANZELLA-CITY OF SALIDA ANNEXATION TO THE CITY OF SALIDA WERE ACCEPTED FOR FILING IN MY OFFICE ON THIS ____ DAY OF _____, 2025, AND IS DULY RECORDED.

CITY CLERK

CLERK AND RECORDER'S CERTIFICATE

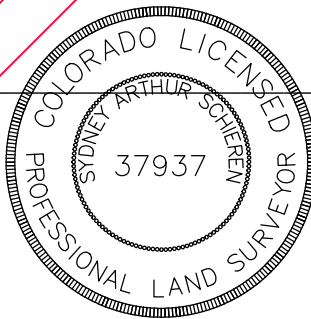
THIS PLAT WAS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF CHAFFEE COUNTY, COLORADO, AT _____, M. ON THIS ____ DAY OF _____, 2025 UNDER RECEPTION NUMBER _____.

CHAFFEE COUNTY CLERK AND RECORDER

LAND SURVEYOR'S CERTIFICATE

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

SYDNEY A. SCHIEREN
COLORADO REG. 37937



CERTIFICATION OF TITLE

I _____, A LICENSED TITLE INSURANCE AGENT IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE PROPERTY HEREBY DEDICATED AND AS SHOWN AND DESCRIBED ON THIS PLAT AND FOUND TITLE VESTED IN RUSSELL R. GRANZELLA, TANGIE J. GRANZELLA AND THE CITY OF SALIDA, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES EXCEPT AS LISTED BELOW:

DATED THIS ____ DAY OF _____, 2025.

TITLE AGENT

GENERAL NOTES

- 1) BASIS OF BEARING FOR THIS SURVEY IS GRID NORTH FROM COLORADO STATE PLANE COORDINATE SYSTEM CENTRAL ZONE, BASED ON C.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) THIS ANNEXATION SUBJECT TO THE TERMS & CONDITIONS AS SET FORTH IN THE ANNEXATION AGREEMENT RECORDED AT RECEPTION NO. _____
- 5) BUILDING SETBACKS AND RAILROAD RIGHT-OF-WAY SHOWN PER PLAT OF LOWRY/COOPER BOUNDARY LINE ADJUSTMENT AS RECORDED AT RECEPTION NO. 335781
- 6) BUILDINGS SHOWN ARE TO THE EAVES

CITY COUNCIL APPROVAL

WHEREAS, THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO HAS BEEN PRESENTED WITH AN APPLICATION TO ANNEX TERRITORY AS DESCRIBED HEREIN BY RUSSELL R. GRANZELLA, TANGIE J. GRANZELLA AND THE CITY OF SALIDA AS OWNERS OF 100 PERCENT OF THE AREA TO BE ANNEXED, EXCEPT PUBLIC STREETS; AND WHEREAS, THE CITY COUNCIL BY RESOLUTION ADOPTED ON _____, 20____, DETERMINED THAT THE ANNEXATION APPLICATION SUBSTANTIALLY COMPLIES WITH THE REQUIREMENT OF SECTION 31-12-107(1), C.R.S.; AND WHEREAS, AFTER NOTICE AND PUBLIC HEARING ON _____ 20____, AS REQUIRED BY SECTION 31-12-108, C.R.S., THE CITY COUNCIL ADOPTED RESOLUTION NO. _____ (SERIES 20____). DETERMINING THAT THE ANNEXATION SATISFIED THE REQUIREMENTS OF SECTIONS 31-12-107 AND 105, C.R.S. AND THAT AN ANNEXATION ELECTION WAS NOT REQUIRED; AND WHEREAS, ON _____ 20____, THE CITY COUNCIL ADOPTED ORDINANCE NO. _____ (SERIES 20____) APPROVING AND ANNEXING **GRANZELLA—CITY OF SALIDA ANNEXATION**. NOW, THEREFORE, THE CITY COUNCIL OF SALIDA, COLORADO DOES HEREBY APPROVE AND ACCEPT THE **GRANZELLA—CITY OF SALIDA ANNEXATION** AS DESCRIBED HEREIN, TO WIT:

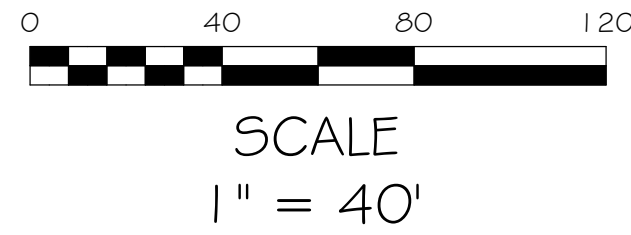
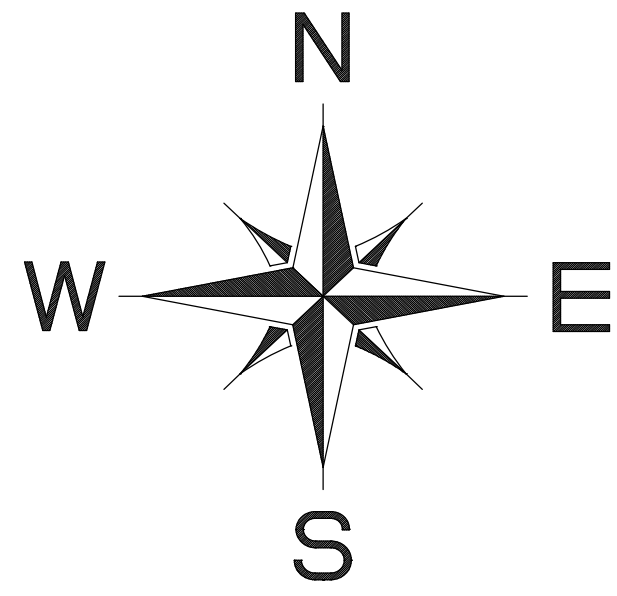
A TRACT OF LAND LOCATED WITHIN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, INCLUDING TRACTS 1, 3 AND 4 OF THE LOWRY/COOPER BOUNDARY LINE ADJUSTMENT AS RECORDED AT RECEPTION NO. 335781, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER-WEST 1/16TH CORNER OF SAID SECTION 4, SAID POINT BEING THE NORTHWEST CORNER OF SAID TRACT 1, BEING MARKED BY A 1 1/2" ALUMINUM CAP STAMPED LS 16117, FROM WHENCE THE CENTER QUARTER CORNER OF SAID SECTION 4, BEING MARKED BY A 2 1/2" ALUMINUM CAP STAMPED LS 16117, BEARS SOUTH 89°21'21" EAST, A DISTANCE OF 1262.48 FEET; THENCE SOUTH 89°21'55" EAST, ALONG THE NORTH BOUNDARY OF SAID TRACT 1, A DISTANCE OF 755.13 FEET TO THE WESTERLY RAILROAD RIGHT-OF-WAY BOUNDARY AS SHOWN ON SAID PLAT OF LOWRY/COOPER BOUNDARY LINE ADJUSTMENT; THENCE SOUTH 03°20'39" EAST, ALONG SAID RAILROAD RIGHT-OF-WAY, A DISTANCE OF 223.94 FEET TO A POINT ON THE CENTER THREAD OF THE ARKANSAS RIVER; THENCE SOUTHWESTERLY ALONG THE CENTER THREAD OF THE ARKANSAS RIVER, A DISTANCE OF 249 FEET, MORE OR LESS, TO THE SOUTH BOUNDARY OF SAID TRACT 1; THENCE NORTH 89°53'39" WEST, ALONG SAID SOUTH BOUNDARY OF TRACT 1, A DISTANCE OF 213 FEET, MORE OR LESS, TO THE EAST BOUNDARY OF SAID TRACT 4; THENCE SOUTH 00°41'25" WEST, ALONG SAID EAST BOUNDARY OF TRACT 4, A DISTANCE OF 24.07 FEET; THENCE NORTH 89°24'25" WEST, ALONG THE SOUTH BOUNDARY OF SAID TRACT 4, A DISTANCE OF 483.70 FEET TO THE EAST RIGHT-OF-WAY OF SCOTT STREET; THENCE NORTH 00°21'20" EAST, ALONG THE SAID EAST RIGHT-OF-WAY OF SCOTT STREET, A DISTANCE OF 220.41 FEET; THENCE NORTH 89°21'33" WEST, A DISTANCE OF 38.81 FEET TO THE WESTERLY LINE OF A 30 FOOT RIGHT-OF-WAY AND UTILITY EASEMENT; THENCE NORTH 00°19'13" EAST, ALONG SAID WESTERLY LINE OF A 30 FOOT RIGHT-OF-WAY AND UTILITY EASEMENT, A DISTANCE OF 274.86 FEET TO THE POINT OF BEGINNING. CONTAINING 8.25 ACRES

SIGNED THIS ____ DAY OF _____, 2025

MAYOR OF THE CITY OF SALIDA

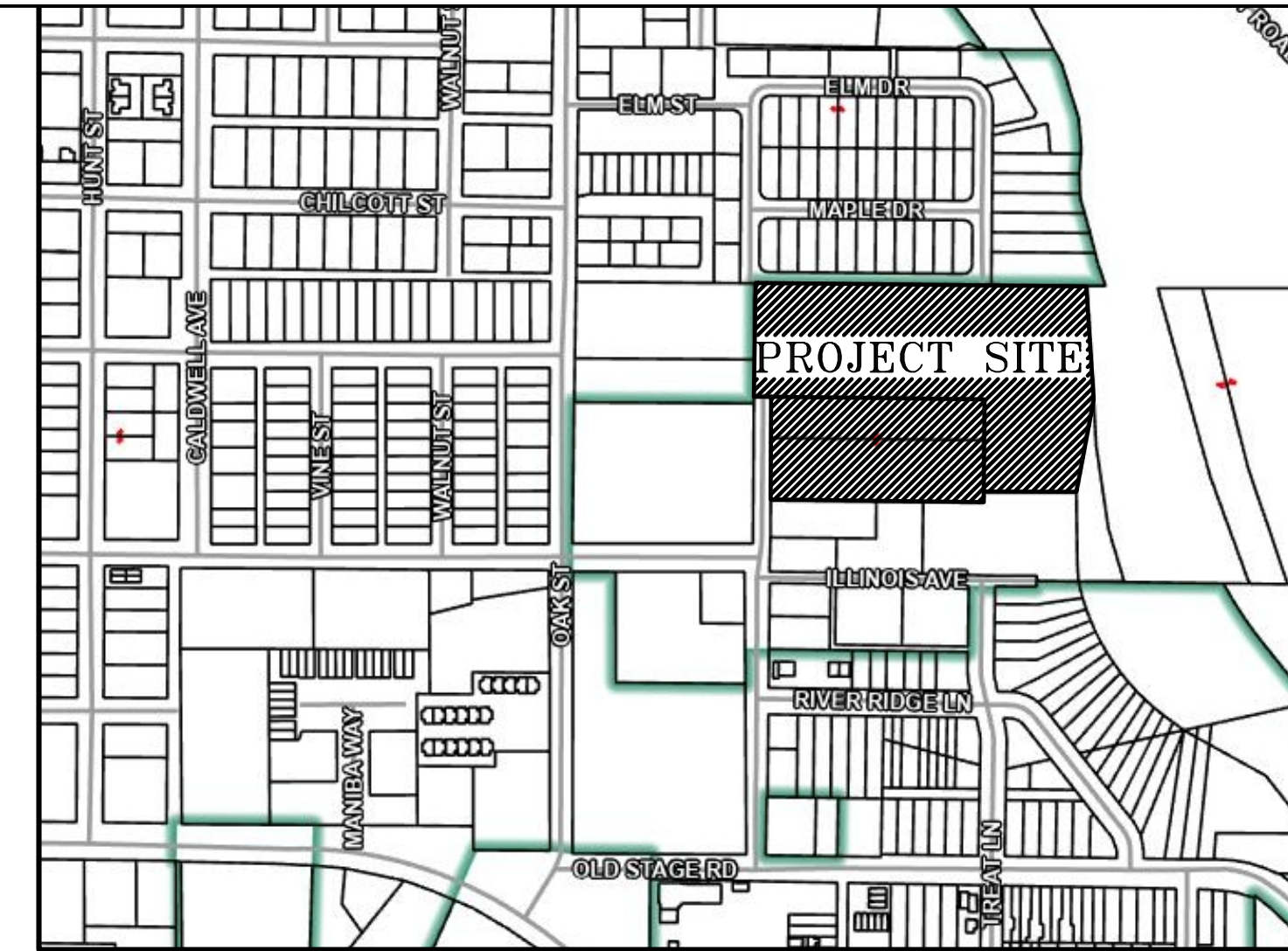
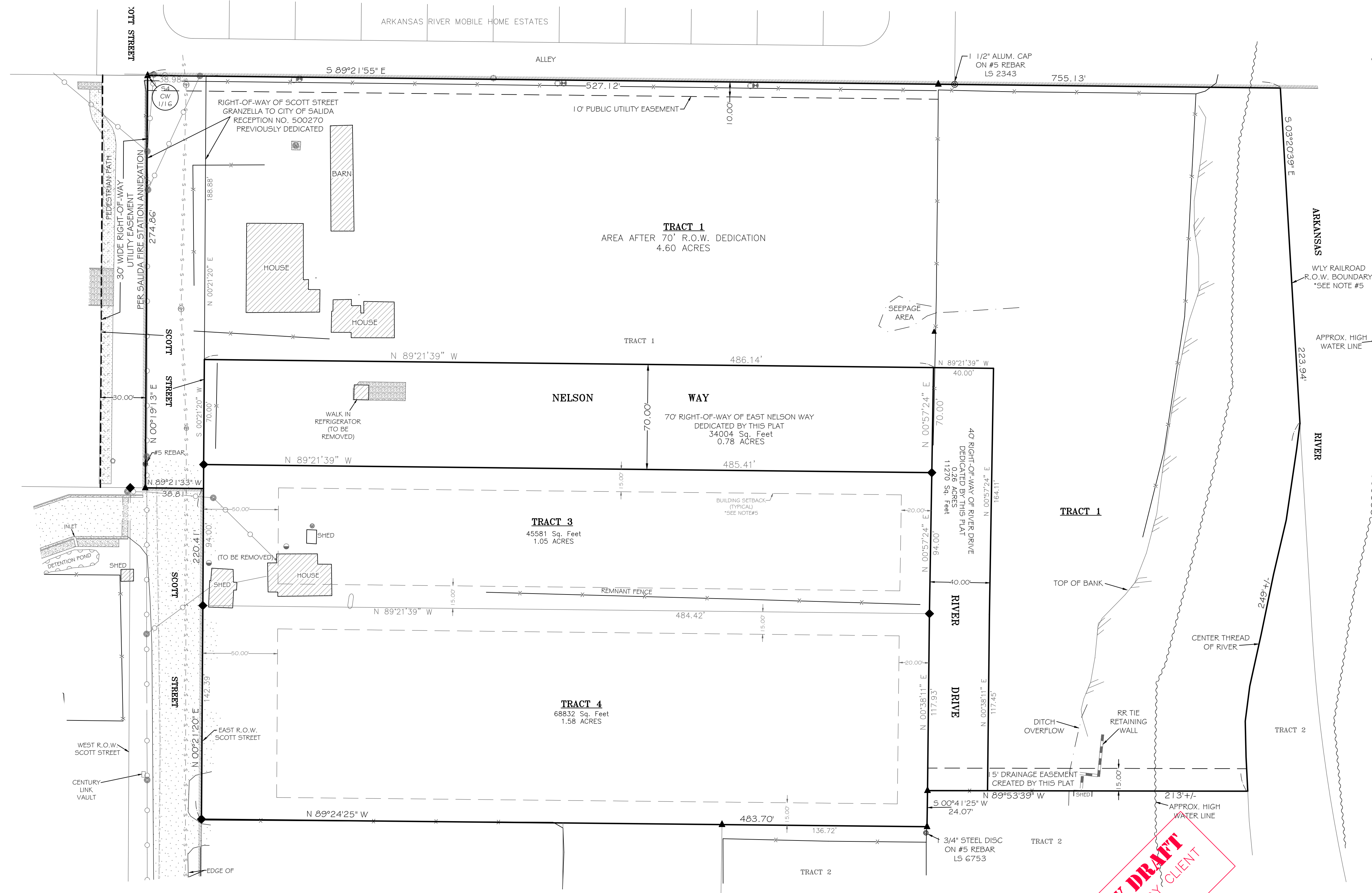
TOTAL PERIMETER OF LAND TO BE ANNEXED	2483.04'
CONTIGUOUS BOUNDARY WITH CITY OF SALIDA	1289.21'
CONTIGUOUS BOUNDARY REQUIREMENT 1/6=16.7%	51.9%

REVISED: DATE: MAY 21, 2025	GRANZELLA—CITY OF SALIDA ANNEXATION TO THE CITY OF SALIDA
	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
JOB # 24092	LANDMARK SURVEYING & MAPPING P.O. BOX 668 SALIDA, CO 81201 PH 719.539.4021 FAX 719.539.4031
DATE: MAY 20, 2025	
SHEET 1 OF 2	



GRANZELLA—CITY OF SALIDA ANNEXATION TO THE CITY OF SALIDA

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

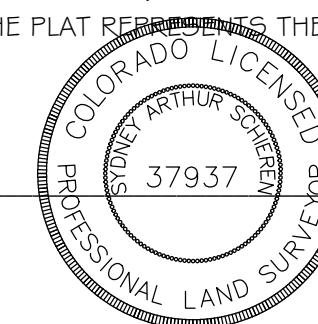
LEGEND

- FOUND MONUMENT AS NOTED
- ◆ 1 1/2" ALUMINUM CAP LS 37937
- ◆ 1 1/2" ALUMINUM CAP LS 16117
- ⊙ WATER VALVE
- ⊙ WATER METER
- ⊙ POWER POLE
- ⊙ SEWER CLEAN OUT
- ⊙ WELL
- ⊙ SEWER MAN HOLE
- ⊙ CATCH BASIN
- ⊙ FIRE HYDRANT
- ⊙ TELEPHONE PEDESTAL
- SALIDA CITY LIMITS
- FENCE
- OVERHEAD UTILITY
- UNDERGROUND SEWER
- UNDERGROUND WATER LINE
- 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:	
DATE: MAY 21, 2025	
DATE: MAY 27, 2025	
JOB # 24092	
DATE: MAY 20, 2025	
SHEET 2 OF 2	
GRANZELLA—CITY OF SALIDA ANNEXATION TO THE CITY OF SALIDA	
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	
LANDMARK SURVEYING & MAPPING	
P.O. BOX 668 SALIDA, CO 81201 PH 719.539.4021 FAX 719.539.4031	

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



Planning Commission Regular Meeting

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

June 10, 2025 at 6:00 PM

Meeting Minutes

Draft 6.23.25

Email public comments to: planning@cityofsalida.com

Please register for the Planning Commission

Meeting: https://zoom.us/webinar/register/WN_xjx49yp6TRKd4wWX5LzyUw

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

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

Call to Order by Chairman – 6:01 PM

Roll Call – Present: Follet, Bomer, Kriebel, Colby, Derwingson, Bush, Layton4

Amendment(s) to Agenda

Approval of the Minutes

1. A correction to the Minutes of March 24, 2025 was provided by Commissioner Bomer regarding the voting on Item No. 3 of the agenda concerning the Limited Impact Review approval for a Drive-In Food or Beverage Facility use at 1002 E HWY 50, Salida, CO 81201. It was noted and confirmed that Commissioner Layton voted “no.” As such, the Minutes of March 24, 2025 have been corrected to state: Motion Approved 6-1 with Commissioner Layton voting “no.”

Motion by Bomer, Second by Kriebel to amend the Minutes of March 24, 2025 as stated above.

MOITON APPROVED 7-0

Motion by Bomer, second by Bush to approve the Minutes of March 24, 2025 as amended.

MOTION APPROVED 7-0

Unscheduled Citizens - none

New Business - Action Items

Public Hearings

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

2. Natural Medicine Ordinance

Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting the Community Development Office at 448 E. 1st Street, Ste. 112, Salida, CO 81201, Ph.719-530-2628 at least 48 hours in advance.

It was pointed out by the City's legal consultant that the ordinance included in the packet was an earlier version and was incorrect. The necessary amendments to the draft ordinance were provided by the City's legal consultant to reflect Commissioner requests.

Motion by Bomer, second by Colby to amend the draft Ordinance regarding Natural Medicine contained in today's packet by removing the last sentence in Part 7 – Lighting of Natural Medicine Businesses, and changing Table 16-D Schedule of Uses for Natural Medicine Healing Centers and Natural Medicine Businesses other than Healing Centers from a Permitted Use to Administrative Review in the respective columns.

MOTION APPROVED 7-0

Motion by Bomer, second by Colby to recommend City Council approve the amended proposed text of the attached draft Ordinance of the City of Salida Amending Chapter 16 of the City's Municipal Code By Amending Section 16-4-190 Regarding Natural Medicine and Amending Section 16-4-150(d) Regarding Table of Permitted Uses, plus the amendment to Section 7 regarding Lighting, which was part of the draft amendment.

MOTION APPROVED 7-0

3. Major Impact Review for the Proposed Salida Quality Farms, LLC / Meadowlark Drive Major Subdivision

Motion by Bomer, second by Colby to recommend City Council approve the Salida Quality Farms, LLC / Meadowlark Drive Subdivision as it meets the intent of the applicable review standards for a subdivision, subject to the following conditions as amended by the Commission (**Note: items in bold provided by Commission members as requested to be subject to City Attorney review; items in *italics and bold* inserted by staff to reflect the requirements of the annexation agreement as discussed in the meeting**):

- (1)** The proposed subdivision includes a public park dedication of a minimum of 4 acres, as required by the annexation agreement. The first phase of development of the 4-acre park shall be required to be completed prior to the issuance of a certificate of occupancy for any structure within the subdivision **other than those developed by Places to Age.**
- (2)** The first phase of public park improvements shall include the entire 4 acres and shall consist of at a minimum: grading; irrigation; turfgrass; park signage; 8-ft wide concrete shared-use paths along the perimeter of the park and street trees at the required intervals; a path connection to the park in Angelview Neighborhood Subdivision extending across the entire park in the proposed subdivision to CR 120 (Poncha Boulevard); and 2 park benches with 2 shade trees near each bench along the path. **Any developer within the subdivision other than Places to Age shall be required to comply with this requirement.**
- (3) Places to Age shall be exempt from park development expenses as the 4-acre park dedication fulfills the park dedication requirement.**
- (4)** Future phases of park improvements shall be identified by the Director of Parks and Recreation to be consistent with the city's park development standards.

Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting the Community Development Office at 448 E. 1st Street, Ste. 112, Salida, CO 81201, Ph.719-530-2628 at least 48 hours in advance.

- (5) Construction documents for the first phase of park improvements complying with the City of Salida Park Development Manual and Park Construction Standards and Specifications shall be submitted to the Director of Parks and Recreation for review and approval as part of the Subdivision Improvements Agreement and prior to the issuance of any building permits in the subdivision **other than for the 8-acre parcel developed by Places to Age.**
- (6) A full set of civil engineering plans for all other public and right-of-way improvements **including the 8-ft wide shared-use path and associated parkway improvements** as illustrated on The Utility Plan - Phase 1 (Attachment C) shall be submitted to the Director of Public Works for review and approval **to be constructed** as part of the Subdivision Improvements Agreement and prior to the issuance of any building permits in the subdivision.

MOTION APPROVED 7-0 (UNANIMOUS)

4. Recommendation on Proposed Granzella-City of Salida Annexation

Motion by Bomer, second by Colby to recommend City Council approve the proposed Granzella-City of Salida Annexation as it meets the findings of fact for annexation, subject to specific conditions as outlined below as included in the staff report:

1. Owners shall meet the inclusionary housing requirements of Article XIII of Chapter 16 of the Salida Municipal Code at the time of building permit submittal for additional principal dwelling units constructed on the properties.
2. Owners agree to pay at the time of building permit all applicable fees for the properties in the amounts set forth pursuant to the Salida Municipal Code, or as hereafter amended, namely the5 Recommendation on Proposed Granzella-City of Salida Annexation Planning Commission Public Hearing Agenda June 10, 2025 Page 5 of 6 building plan review; water and sewer system development fees; and the Fair Contribution to School Sites per Section 16-6-140 of the Salida Municipal Code (SMC) among other fees.
3. It is acknowledged that all public open space requirements for Tract 1 have been satisfied via the sales agreement for Tracts 3 & 4 which are anticipated to allow for the provision of adequate open space.
4. The owner/developer of Tract 1 will be required complete the curb, gutter, and sidewalk for the north side of the future Nelson Way at time of development.
5. The owner/developer of Tract 1 will be required to connect and dedicate the undedicated portion of River Drive at time of development.
6. The City agrees to coordinate and take lead on improvements to Scott Street from Illinois Avenue to the future Nelson Way, including intersection improvements, which the City deems necessary, and which may include, for City street design, improvement to, opening of, completion of, utility work requirements, and to be financially responsible for this City Street development work done.

Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting the Community Development Office at 448 E. 1st Street, Ste. 112, Salida, CO 81201, Ph.719-530-2628 at least 48 hours in advance.

7. Owners of Tract 1 and successors and assigns agree to provide cost reimbursements to the City of Salida for utility installation (water and sewer) within Nelson Way; provided, however, owners' obligation for such cost reimbursements shall not exceed fifty percent (50%). Should owners of Tract 1 make the aforementioned utility installations (water and sewer) within Nelson Way, the City of Salida shall reimburse owners of Tract 1 for such cost at the time the City completes its development; provided, however, owners of Tract 1 obligation for such cost reimbursement shall not exceed fifty percent (50%). Notwithstanding the foregoing, the aforementioned cost reimbursement obligations shall expire ten (10) years following recordation of the Annexation Agreement with the Chaffee County Clerk and Recorder in accordance with applicable law.

5. Recommendation on Proposed Granzella-City of Salida Zoning

Motion by Bush, second by Bomer to recommend City Council approve the proposed zoning of the Granzella-City of Salida properties as proposed to be annexed: the 507 Scott Street property as R-3 High Density Residential Zone District and the 547 Scott Street Property as R-3 High Density Residential Zone District, as the requests meet the applicable review standards.

(Noted here that the 547 Scott Street property was recommended by staff to be zoned R-2, but changed by the Commission as per their motion.)

Updates – provided by Director Almquist

- Land Use Code Update
- Parking Issues

Commissioners' Comments

Adjourn

Motion by Bomer, second by Bush MOTION APPROVED 7-0

Alternate Notice

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

**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.

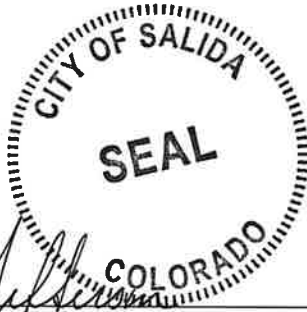
RESOLVED, APPROVED, AND ADOPTED this 15th day of April, 2025

CITY OF SALIDA

By: _____

Dan Shore, Mayor

[SEAL]



ATTEST: _____

Kristi Jefferson, City Clerk

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: [Signature]
Dan Shore, Mayor

4/15/25
Date

Attest:

By: [Signature]
Kristi Jefferson, City Clerk

SELLERS: RUSSELL AND TANGIE GRANZELLA

By: [Signature]
Russell R. Granzella, Owner

4-7-2025
Date

By: [Signature]
Tangie J. Granzella, Owner

4/7/2025
Date

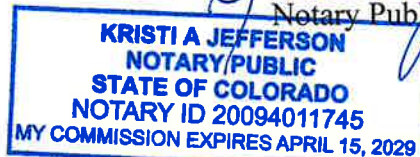
STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

The foregoing instrument was acknowledged before me this 7th day of April, 2025, by Russell R. Granzella.

Witness my hand and official seal:

[SEAL]

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)



The foregoing instrument was acknowledged before me this 7th day of April, 2025, by Tangie J. Granzella.

Witness my hand and official seal:

[SEAL]

[Signature]
Notary Public, State of Colorado

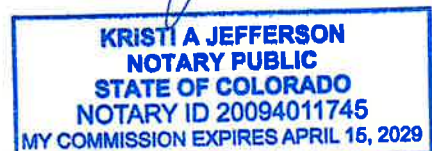


EXHIBIT A

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.

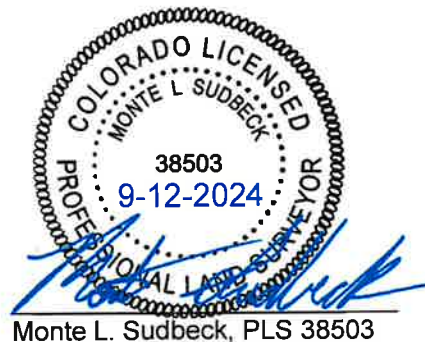
Containing 10,101 square feet (0.23 acres) more or less.

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

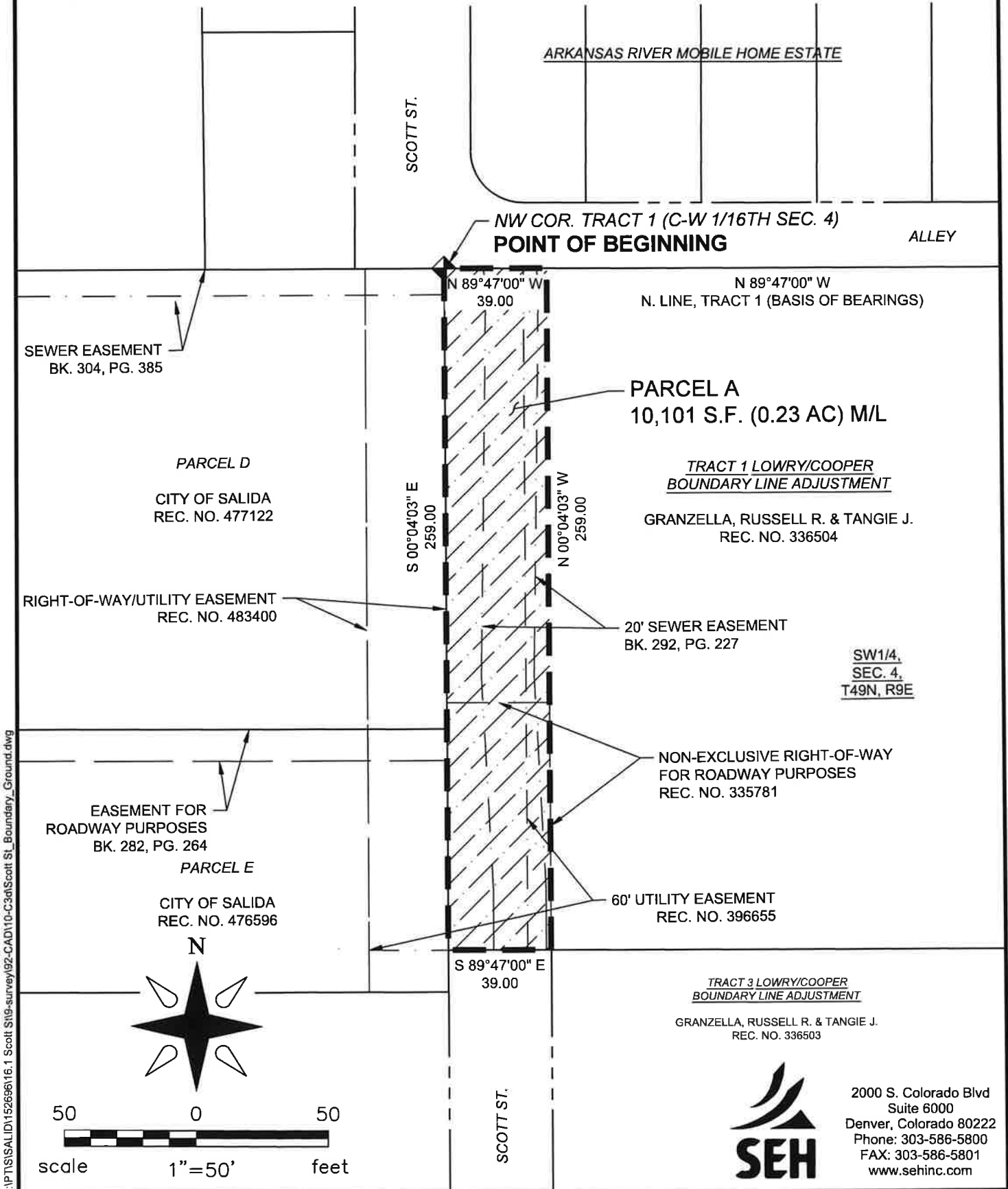


EXHIBIT D

LEGAL DESCRIPTION OF DEDICATED ROW, FUTURE EAST NICHOLS ROAD

(SEE ATTACHED)

**LEGAL DESCRIPTION
OF A
RIGHT-OF-WAY**

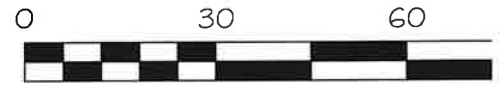
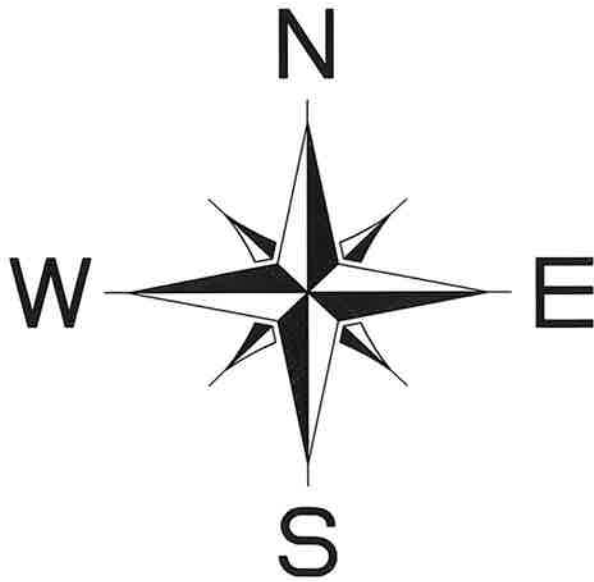
A STRIP OF LAND LOCATED WITHIN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, ALSO BEING WITHIN TRACT 1 OF THE LOWRY/COOPER BOUNDARY LINE ADJUSTMENT AS RECORDED AT RECEPTION NO. 335781, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY 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:

 **LANDMARK**
SURVEYING & MAPPING
SYDNEY A. SCHIEREN, PLS 37937
PO BOX 668
SALIDA, COLORADO 81201



SCALE
1" = 30'

EAST HALF OF 60' WIDE UTILITY
EASEMENT PER "GRANZELLA
ANNEXATION PLAT" AS
REFERENCED IN PRE-ANNEXATION
AND WATER MAIN EXTENSION
AGREEMENT, RECEPTION NO.
396655

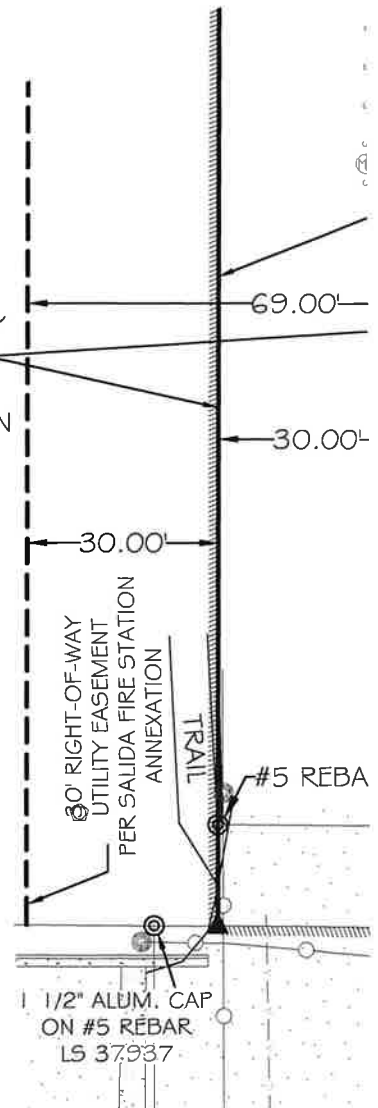


EXHIBIT E

DESCRIPTION OF FUTURE ROW EXTENSION OF RIVER ROAD (OUTLINED IN RED)

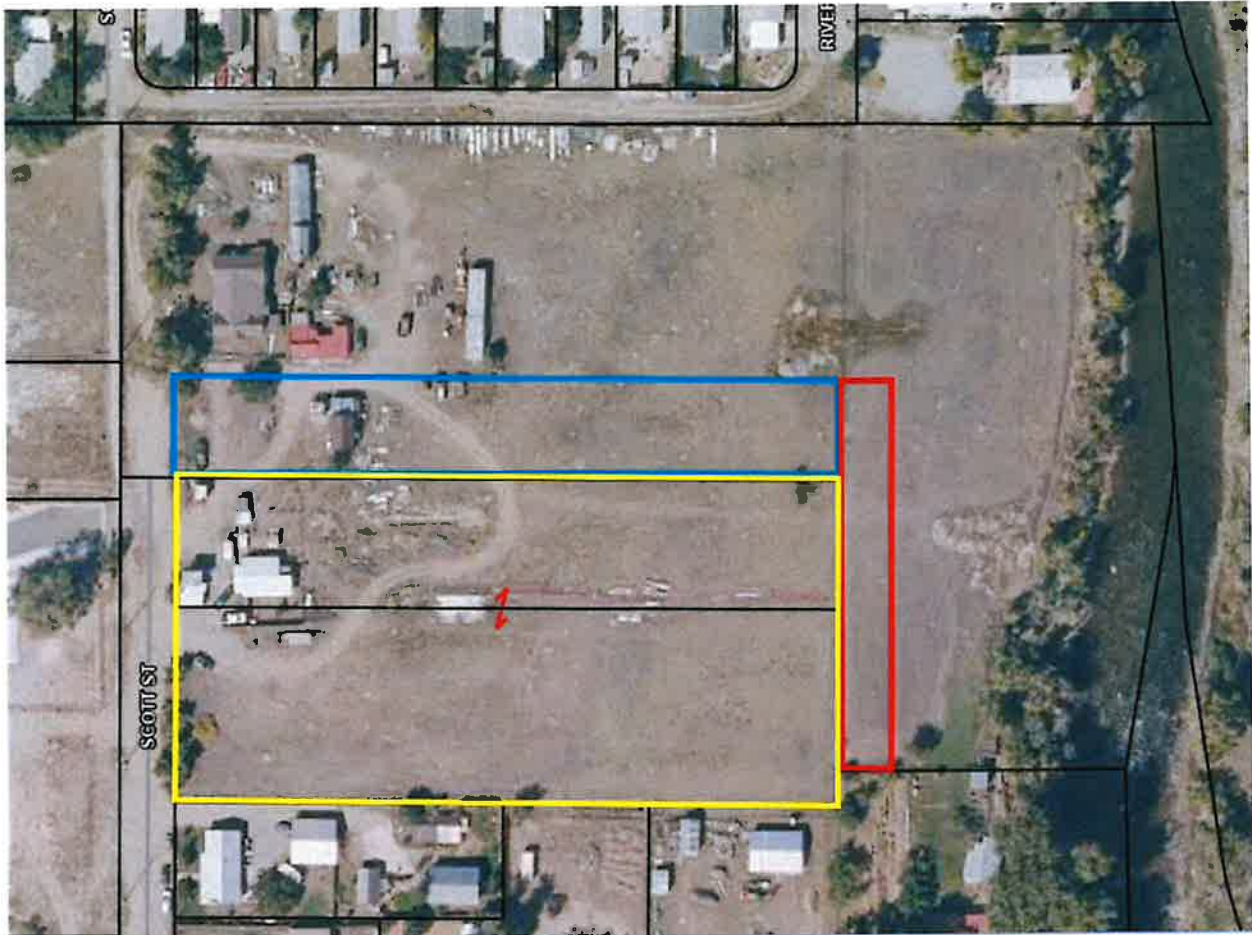


EXHIBIT F

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:

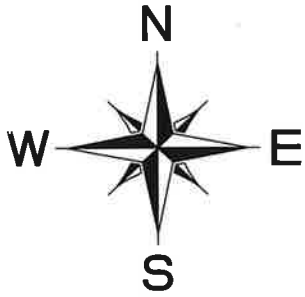
COMMENCING AT THE SOUTHEAST CORNER OF TRACT 4 OF THE SAID LOWRY/COOPER BOUNDARY LINE ADJUSTMENT, FROM WHENCE THE CENTER QUARTER OF SAID SECTION 4 BEARS NORTH $56^{\circ}46'37''$ EAST, A DISTANCE OF 887.96 FEET;
THENCE NORTH $00^{\circ}41'25''$ EAST, ALONG THE EAST BOUNDARY OF SAID TRACT 4, A DISTANCE 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 $89^{\circ}53'39''$ 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 $89^{\circ}53'39''$ WEST, A DISTANCE OF 151 FEET, MORE OR LESS, TO THE SAID EAST BOUNDARY OF TRACT 4
THENCE SOUTH $00^{\circ}38'11''$ WEST, ALONG SAID EAST BOUNDARY OF TRACT 4, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

PREPARED BY:

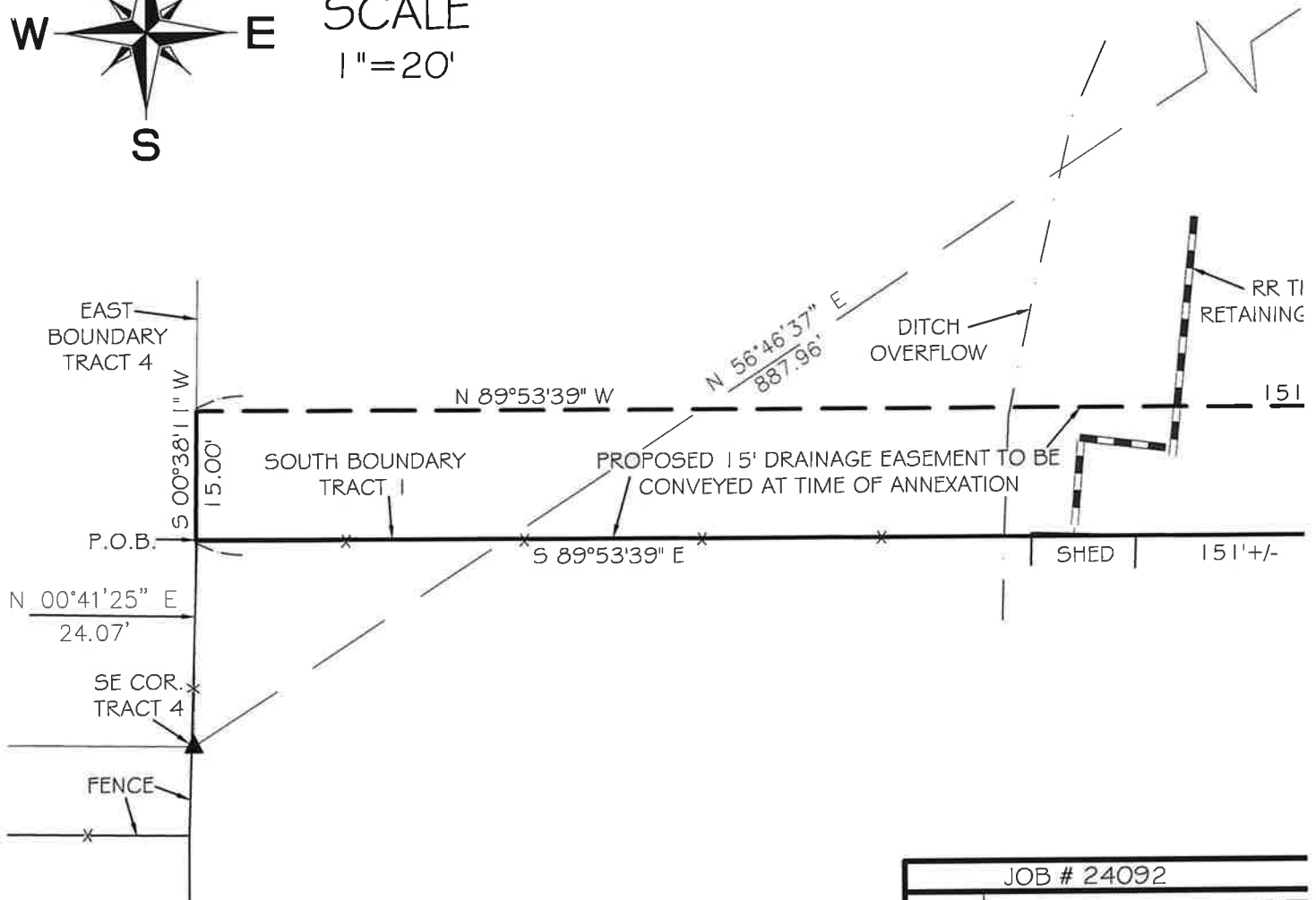
 **LANDMARK**
SURVEYING & MAPPING
SYDNEY A. SCHIEREN, PLS 37937
PO BOX 668
SALIDA, COLORADO 81201

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



LANI
SURVEYING

P.O. BOX 668
PH 719.539.40



City Council Action Form

Department	Presented By	Date
Community Development	Kristen Hodges - Associate Planner	July 1, 2025

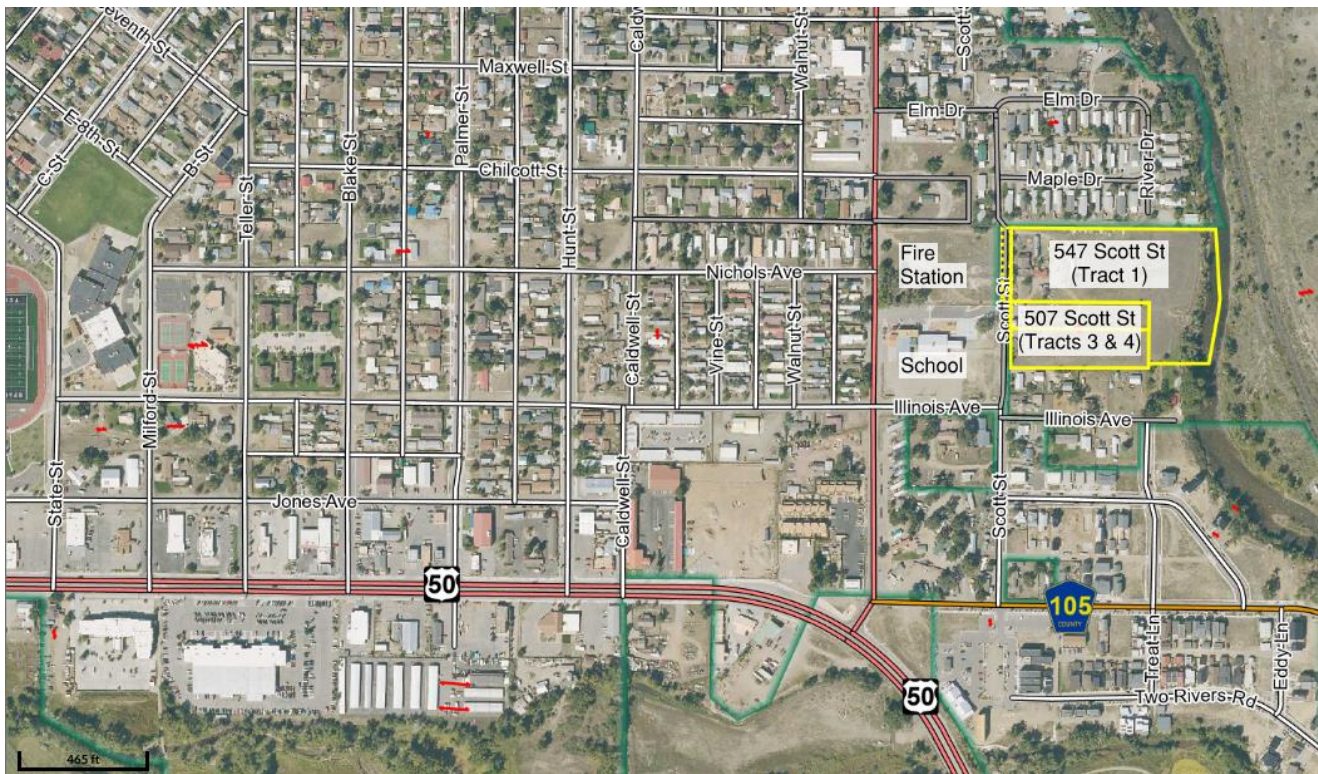
Agenda Item

Ordinance 2025-13: First reading on the proposed zoning of High Density Residential (R-3) for the Granzella-City of Salida Annexation.

Background

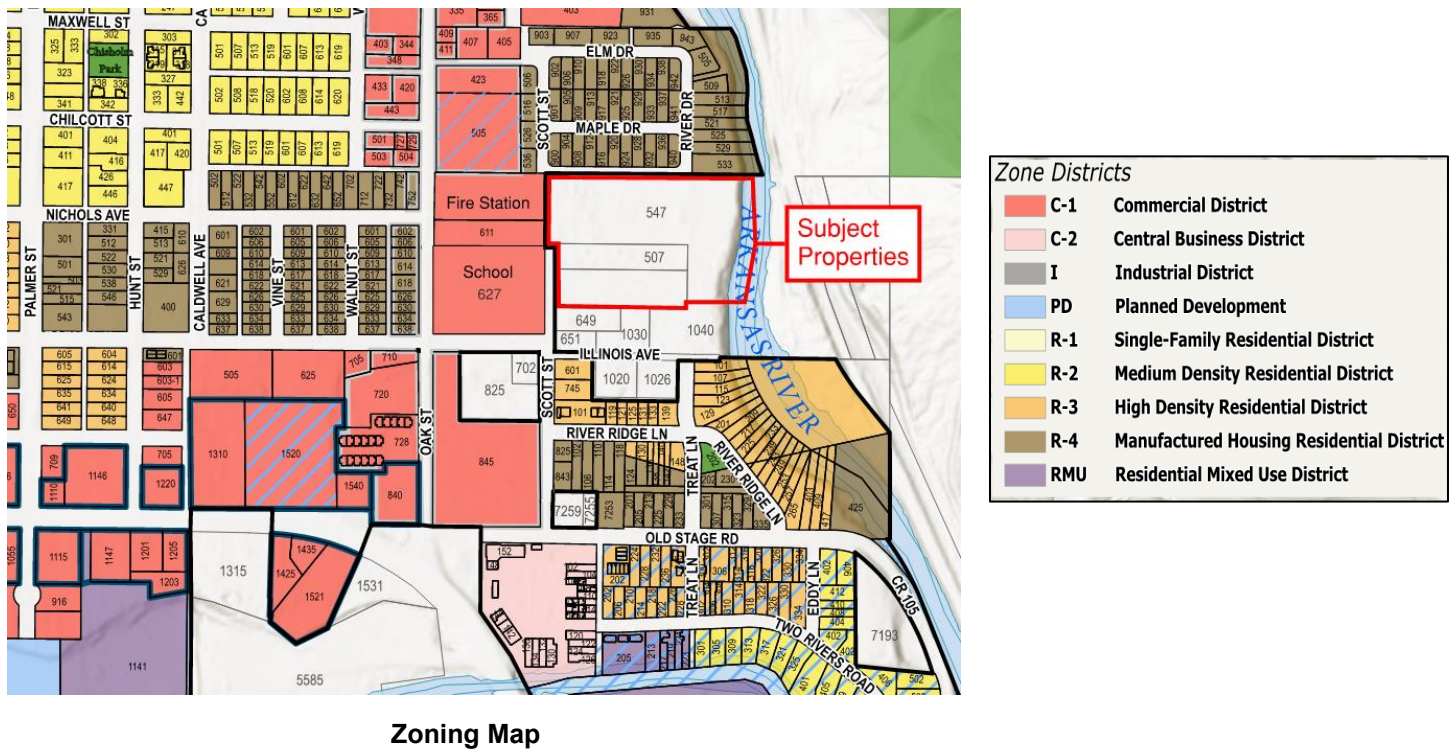
Following approval of the Granzella-City of Salida Annexation of 8.25 acres of the properties located at 507 & 547 Scott Street into the City of Salida, the applicants, the City of Salida and Russell and Tangie Granzella, have requested a designation of R-3 High Density Residential zone district for the 507 Scott Street property and R-2 Medium Density Residential zone district for the 547 Scott Street property. Per state statute, the area annexed must be brought under the municipality's zoning ordinance within 90 days from the effective date of the annexation ordinance.

Complete legal descriptions of the parcels are included as Exhibit A with the annexation application.



Vicinity Map

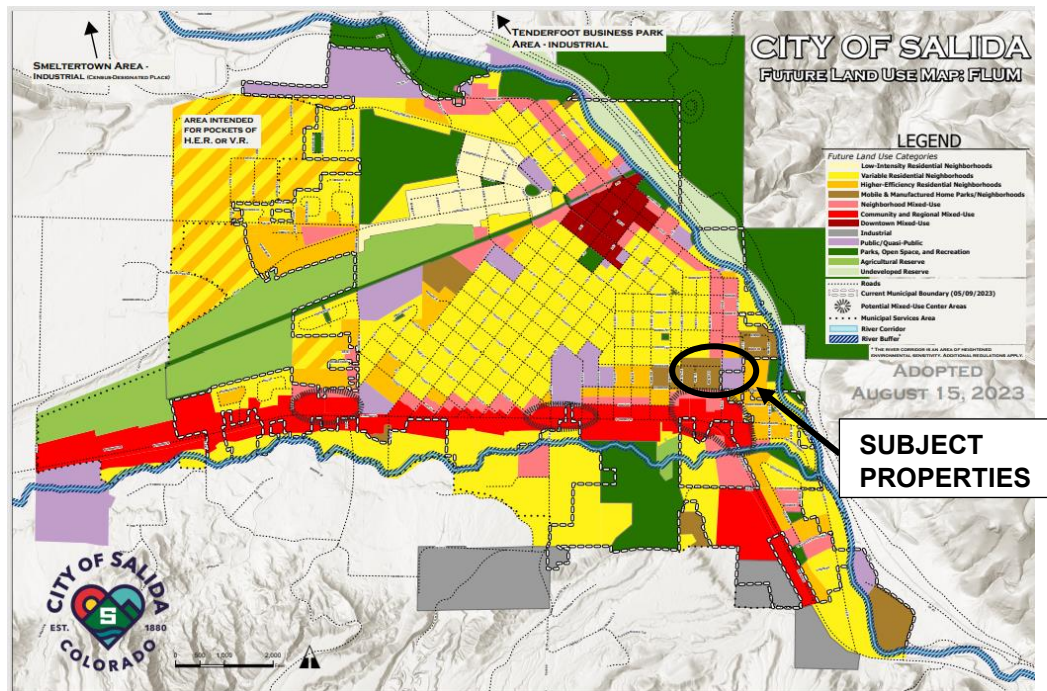
Surrounding Land Use and Zoning: Surrounding properties within city limits include C-1 Commercial to the west, R-3 High Density Residential to the south, and R-4 Manufactured Housing Residential immediately to the north. Surrounding properties within the county to the east (across the Arkansas River) are zoned PCR Conservation/Recreation.



Review Standards for Zoning Map Amendments (Section 16-4-210):

- 1. Consistency with the Comprehensive Plan.** The proposed amendment shall be consistent with the Comprehensive Plan.
 - The Comprehensive Plan indicates:
 - New development shall be within the Municipal Services Area (MSA) and be developed at maximum densities to make the best use of available infrastructure.
 - The proposed annexation lies within the MSA and will accommodate urban densities.
 - Proposals should include connections to pedestrian and bicycle corridors, have sufficient water, and promote innovative and energy efficient design.
 - The Conceptual Plans indicate the provision of local street and sidewalk connections, and a public park.
 - Zoning should continue existing patterns of development.
 - Zoning of R-3 High Density Residential and R-2 Medium Density Residential would be consistent with the zoning found in the adjacent properties and would continue the regular pattern of development for the area.
 - The proposed zoning conforms with the city's Future Land Use Map, which calls for Higher-Efficiency and Variable Residential Neighborhoods and Parks, Open Space, and Recreation zone districts.

- Given that the intent is to locate the public park towards the west part of the properties and many other properties along the Arkansas River are Variable Residential (similar to R-2), either R-2 Medium-Density Residential or R-3 High-Density Residential would be appropriate for this property.



Future Land Use Map

- Consistency with Purpose of Zone District.** The proposed amendment shall be consistent with the purpose of the zone district to which the property is to be designated.
 - Per the land use code, the purpose of the R-3 High-Density Residential zone district is to provide for relatively high-density duplex and multi-family residential areas, including primarily triplex, townhouse and apartment uses. The purpose of the Medium-Density Residential (R-2) zone district is to provide for residential neighborhoods comprised of detached single-family dwellings, duplex dwellings and multi-family residences on smaller lots than are permitted in the Single-Family Residential (R-1) zone district, allowing for slightly greater overall densities. Complementary land uses for both R-3 and R-2 may also include such supporting land uses as parks, schools, churches, home occupations or day care, among other uses.
 - The proposed zoning has the capability for providing a mix of relatively high-density residential developments as well as single family and duplex dwellings. A park dedication is also indicated. Therefore, staff supports the request to zone the property known as 507 Scott Street as R-3 High-Density Residential and the property known as 547 Scott Street as R-2 Medium-Density Residential or R-3 High-Density Residential.
- Compatibility with Surrounding Zone Districts and Uses.** The development permitted by the proposed amendment shall be compatible with surrounding zone districts, land uses and neighborhood character.
 - The proposed zoning classification of R-2 and R-3 is consistent and compatible with the zoning of the adjacent properties which are developed with a mix of uses and densities.
- Changed Conditions or Errors.** The applicant shall demonstrate that conditions affecting the subject parcel or the surrounding neighborhood have changed, or that due to incorrect assumptions or conclusions about the property, one (1) or more errors in the boundaries shown on the Official Zoning Map have occurred.

- The proposed zoning is occurring because of the requirement to zone the property when annexed into the City in accordance with Section 16-4-50 of the Land Use and Development Code. This standard is not applicable.

Planning Commission Recommendation

A public hearing with the Planning Commission was held June 10, 2025. The Commission recommended (in a 5-2 vote) that Council approve the proposed zoning of both the 507 and 547 Scott Street Annexation to High Density Residential (R-3) as it meets the applicable review standards and R-3 High-Density Residential for all properties would allow for a greater diversity of housing types and densities and more closely match the zone district of properties immediately to the north.

The owners of 547 Scott Street have indicated that they would accept Council's decision of either R-2 or R-3 as either would likely meet their intended development goals.

Staff Recommendation

Staff and applicant teams has further discussed the change from R-2 Medium-Density Residential to R-3 High-Density Residential on the 547 Scott Street property, and all applicants are willing to accept this change.

Staff recommends approval of the proposed zoning of all properties to High-Density Residential (R-3) as it complies with intent of the Comprehensive Plan and Future Land Use Map.

Fiscal Impact

There is no fiscal impact.

Motion

A Councilmember should make a motion to “combine and approve the items on the consent agenda setting second reading and the public hearing for Ordinance 2025-13 for July 15, 2025”, followed by a second and a roll call vote.

Attachments:

Ordinance 2025-13

Application Materials

Draft Minutes from June 10, 2025 Planning Commission Meeting

**City Of Salida, Colorado
Ordinance No. 13
(Series of 2025)**

**An Ordinance of the City Council of the City of Salida, Colorado
Zoning Certain Real Property Known as the 507 and 547 Scott Street – Granzella-
City of Salida Annexation as High Density Residential (R-3) Zone District**

WHEREAS, in May of 2025, the City of Salida filed a General Development Application (the “Petition”) to commence proceedings to annex to the City of Salida (the “City”) a certain unincorporated tract of land known as Tract 1 of the Lowry/Cooper Boundary Line Adjustment comprised of 5.6 acres located at located at 547 Scott Street and Tracts 3 and 4 of the Lowry/Cooper Boundary Line Adjustment comprised of 2.6 acres located at located at 507 Scott Street, in the County of Chaffee, State of Colorado (the “Property”), and being more particularly described on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, by Ordinance No. 12, Series of 2025, the City of Salida annexed the Granzella-City of Salida Annexation to the City; and

WHEREAS, Petitioners have filed an application to zone the Properties within the High Density Residential (R-3) zone district, and on June 10, 2025 the City of Salida Planning Commission considered the zoning application for the Properties at a duly noticed public hearing and recommended that the City Council zone them as High Density Residential (R-3); and

WHEREAS, as required by the Salida Municipal Code, the public hearing on the zoning application for the Granzella-City of Salida Annexation was held on July 15, 2025 at a regularly scheduled meeting of the Salida City Council.

Now, therefore, be it ordained by the City Council of the City of Salida, Colorado, that:

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

Section 2. The Properties described on Exhibit A are hereby zoned R-3 High Density Residential.

Section 3. Promptly following adoption of this Ordinance, the City Administrator shall cause the terms of this Ordinance to be incorporated into the Official Zoning Map of the City pursuant to Section 16-4-210 of the Salida Municipal Code. The signed original copy of the Zoning Map shall be filed with the City Clerk. The Clerk shall also record a certified copy of this Ordinance with the Chaffee County Clerk and Recorder. The City staff is further directed to comply with all provisions of the Salida Land Use Regulations, SMC §16-1-10, et seq., to implement the provisions of this Ordinance.

Section 4. Severability: The provisions of this Ordinance are severable and the invalidity of any section, phrase, clause, or portion of this 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 1st day of July, 2025, adopted and ordered published in full in a newspaper of general circulation in the City of Salida by the City Council on the 4th day of July, 2025, and set for Second Reading and Public Hearing on the 15th day of July, 2025.

Introduced on Second Reading, finally adopted and ordered published by Title only, by the City Council on the ____ day of _____, 20__.

City Of Salida, Colorado

Mayor

[SEAL]

ATTEST:

City Clerk/Deputy Clerk

Published in Full in the Mountain Mail after First Reading on the ____ day of _____, 20__, and by Title only, after final adoption on the ____ day of _____, 20__.

City Clerk/Deputy City Clerk

EXHIBIT A

Tracts 1, 3, and 4 of the Lowry/Cooper Boundary Line Adjustment

A TRACT 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, INCLUDING TRACTS 1, 3 AND 4 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 CENTER-WEST 1/16TH CORNER OF SAID SECTION 4, SAID POINT BEING THE NORTHWEST CORNER OF SAID TRACT 1, BEING MARKED BY A 1 ½" ALUMINUM CAP STAMPED LS 16117, FROM WHENCE THE CENTER QUARTER CORNER OF SAID SECTION 4, BEING MARKED

BY A 2 ½" ALUMINUM CAP STAMPED LS 16117, BEARS SOUTH 89°21'21" EAST, A DISTANCE OF 1262.48 FEET;

THENCE SOUTH 89°21'55" EAST, ALONG THE NORTH BOUNDARY OF SAID TRACT 1, A DISTANCE OF 755.13 FEET TO THE WESTERLY RAILROAD RIGHT-OF-WAY BOUNDARY AS SHOWN ON SAID PLAT OF LOWRY/COOPER BOUNDARY LINE ADJUSTMENT;

THENCE SOUTH 03°20'39" EAST, ALONG SAID RAILROAD RIGHT-OF-WAY, A DISTANCE OF 223.94 FEET TO A POINT ON THE CENTER THREAD OF THE ARKANSAS RIVER;

THENCE SOUTHWESTERLY ALONG THE CENTER THREAD OF THE ARKANSAS RIVER, A DISTANCE OF 249 FEET, MORE OR LESS, TO THE SOUTH BOUNDARY OF SAID TRACT 1;

THENCE NORTH 89°53'39" WEST, ALONG SAID SOUTH BOUNDARY OF TRACT 1, A DISTANCE OF 213 FEET, MORE OR LESS, TO THE EAST BOUNDARY OF SAID TRACT 4;

THENCE SOUTH 00°41'25" WEST, ALONG SAID EAST BOUNDARY OF TRACT 4, A DISTANCE OF 24.07 FEET;

THENCE NORTH 89°24'25" WEST, ALONG THE SOUTH BOUNDARY OF SAID TRACT 4, A DISTANCE OF 483.70 FEET TO THE EAST RIGHT-OF-WAY OF SCOTT STREET;

THENCE NORTH 00°21'20" EAST, ALONG THE SAID EAST RIGHT-OF-WAY OF SCOTT STREET, A DISTANCE OF 220.41 FEET;

THENCE NORTH 89°21'33" WEST, A DISTANCE OF 38.81 FEET TO THE WESTERLY LINE OF A 30 FOOT RIGHT-OF-WAY AND UTILITY EASEMENT;

THENCE NORTH 00°19'13" EAST, ALONG SAID WESTERLY LINE OF A 30 FOOT RIGHT-OF-WAY AND UTILITY EASEMENT, A DISTANCE OF 274.86 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.25 ACRES

Also known by the following addresses:

547 Scott Street, Salida CO 81201

And assessor's schedule or parcel number: 380704300168

507 Scott Street, Salida, CO 81201

And assessor's schedule or parcel number: 380704300042



GENERAL DEVELOPMENT APPLICATION

448 East First Street, Suite 112

Salida, CO 81201

Phone: 719-539-4555 Fax: 719-539-5271

Email: planning@cityofsalida.com

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

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

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

A. Applicant Information

Name of Applicant: City of Salida

Mailing Address: 448 E First Street, Salida CO 81201, Suite #112

Telephone Number: 719-539-4555 FAX: 719-539-5271

Email Address: info@cityofsalida.com

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

B. Site Data

Name of Development: Granzella - City of Salida

Street Address: 507 Scott Street, Salida CO 81201
Tracts 3 & 4 Lowry/Cooper Boundary Line Adjustment,

Legal Description: Lot _____ Block _____ Subdivision _____ (attach description)

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

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

Signature of applicant/agent:  Date: 5/22/25

Signature of property owner: _____ Date: _____



GENERAL DEVELOPMENT APPLICATION

448 East First Street, Suite 112

Salida, CO 81201

Phone: 719-539-4555 Fax: 719-539-5271

Email: planning@cityofsalida.com

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

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

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

A. Applicant Information

Name of Applicant: Rusty & Tangie Granzella

Mailing Address: PO Box 75, Salida CO 81201

Telephone Number: _____ FAX: _____

Email Address: _____

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

B. Site Data

Name of Development: Scott Street Eastside GRANZELLA - CITY OF SALIDA

Street Address: 547 Scott Street, Salida CO 81201
Tract 1 Lowry/Cooper Boundary Line Adjustment

Legal Description: Lot _____ Block _____ Subdivision _____ (attach description)

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

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

Signature of applicant/agent: [Signature] Date: 5-20-25

Signature of property owner: [Signature] Date: 5/20/2025



LIMITED IMPACT & MAJOR IMPACT SUBMITTAL REQUIREMENTS

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

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

1. PROCEDURE (Section 16-3-80)

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

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

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

☒ 1. A General Development Application

☐ 2. A copy of a current survey or the duly approved and recorded subdivision plat covering the subject lots where the proposal is for development on previously subdivided or platted lots;

☐ 3. A brief written description of the proposed development signed by the applicant;

☐ 4. ~~Special Fee and Cost Reimbursement Agreement completed. *major impact only~~

☐ 5. Public Notice.

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

- ☐ 6. Developments involving construction shall provide the following information:
- (i) A development plan map, at a scale of one (1) inch equals fifty (50) feet or larger with title, date, north arrow and scale on a minimum sheet size of eight and one-half (8½) inches by eleven (11) inches, which depicts the area within the boundaries of the subject lot, including:
 - a. The locations of existing and proposed land uses, the number of dwelling units and the square footage of building space devoted to each use;
 - b. The location and dimensions, including building heights, of all existing and proposed Buildings or structures and setbacks from lot lines or building envelopes where exact dimensions are not available;
 - c. Parking spaces;
 - d. Utility distribution systems, utility lines, and utility easements;
 - e. Drainage improvements and drainage easements;
 - f. Roads, alleys, curbs, curb cuts and other access improvements;
 - g. Any other improvements;
 - h. Any proposed reservations or dedications of public right-of-way, easements or other public lands, and
 - i. Existing topography and any proposed changes in topography, using five-foot contour intervals or ten-foot contour intervals in rugged topography.
 - (ii) 24" x 36" paper prints certified by a licensed engineer and drawn to meet City specifications to depict the following:
 - a. Utility plans for water, sanitary sewer, storm sewer, electric, gas and telephone lines;
 - b. Plans and profiles for sanitary and storm sewers; and
 - c. Profiles for municipal water lines; and
 - d. Street plans and profiles.
 - (iii) Developments in the major impact review procedure shall provide a development plan map on paper prints of twenty-four (24) inches by thirty-six (36) inches, with north arrow and scale, and with title and date in lower right corner, at a scale of one (1) inch equals fifty (50) feet or larger which depicts the area within the boundaries of the subject lots and including those items in Section 16-3-40(a)(3).

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

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

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

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

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

(iv) Engineering specifications for any improvements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The following two principles of the Comprehensive Plan are exemplified in this proposed annexation: 1. Providing an appropriate range of housing types to serve the varied lifestyles, ages, and income levels of residents. 2. Providing parks and open spaces around Salida to serve the recreational needs of residents and visitors.

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

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

The character of the neighborhood is a mix of residential, commercial, and community uses and zone districts. R-2 Medium Density Residential and R-3 High Density Residential is appropriate for the entirety of this annexation.

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

Development is not proposed as part of this annexation.

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

Development is not proposed as part of this annexation. However, it is proposed that tracts 3 and 4 will be developed into multi-family and parks and open space. Tract 1's future development is not planned, but is anticipated to be medium density residential.

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

Development is not proposed as part of this annexation.

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

Development is not proposed as part of this annexation.

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

Development is not proposed as part of this annexation.



Planning Commission Regular Meeting

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

June 10, 2025 at 6:00 PM

Meeting Minutes

Draft 6.23.25

Email public comments to: planning@cityofsalida.com

Please register for the Planning Commission

Meeting: https://zoom.us/webinar/register/WN_xjx49yp6TRKd4wWX5LzyUw

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

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

Call to Order by Chairman – 6:01 PM

Roll Call – Present: Follet, Bomer, Kriebel, Colby, Derwingson, Bush, Layton4

Amendment(s) to Agenda

Approval of the Minutes

1. A correction to the Minutes of March 24, 2025 was provided by Commissioner Bomer regarding the voting on Item No. 3 of the agenda concerning the Limited Impact Review approval for a Drive-In Food or Beverage Facility use at 1002 E HWY 50, Salida, CO 81201. It was noted and confirmed that Commissioner Layton voted “no.” As such, the Minutes of March 24, 2025 have been corrected to state: Motion Approved 6-1 with Commissioner Layton voting “no.”

Motion by Bomer, Second by Kriebel to amend the Minutes of March 24, 2025 as stated above.

MOITON APPROVED 7-0

Motion by Bomer, second by Bush to approve the Minutes of March 24, 2025 as amended.

MOTION APPROVED 7-0

Unscheduled Citizens - none

New Business - Action Items

Public Hearings

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

2. Natural Medicine Ordinance

Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting the Community Development Office at 448 E. 1st Street, Ste. 112, Salida, CO 81201, Ph.719-530-2628 at least 48 hours in advance.

It was pointed out by the City's legal consultant that the ordinance included in the packet was an earlier version and was incorrect. The necessary amendments to the draft ordinance were provided by the City's legal consultant to reflect Commissioner requests.

Motion by Bomer, second by Colby to amend the draft Ordinance regarding Natural Medicine contained in today's packet by removing the last sentence in Part 7 – Lighting of Natural Medicine Businesses, and changing Table 16-D Schedule of Uses for Natural Medicine Healing Centers and Natural Medicine Businesses other than Healing Centers from a Permitted Use to Administrative Review in the respective columns.

MOTION APPROVED 7-0

Motion by Bomer, second by Colby to recommend City Council approve the amended proposed text of the attached draft Ordinance of the City of Salida Amending Chapter 16 of the City's Municipal Code By Amending Section 16-4-190 Regarding Natural Medicine and Amending Section 16-4-150(d) Regarding Table of Permitted Uses, plus the amendment to Section 7 regarding Lighting, which was part of the draft amendment.

MOTION APPROVED 7-0

3. Major Impact Review for the Proposed Salida Quality Farms, LLC / Meadowlark Drive Major Subdivision

Motion by Bomer, second by Colby to recommend City Council approve the Salida Quality Farms, LLC / Meadowlark Drive Subdivision as it meets the intent of the applicable review standards for a subdivision, subject to the following conditions as amended by the Commission (**Note: items in bold provided by Commission members as requested to be subject to City Attorney review; items in *italics and bold* inserted by staff to reflect the requirements of the annexation agreement as discussed in the meeting**):

- (1)** The proposed subdivision includes a public park dedication of a minimum of 4 acres, as required by the annexation agreement. The first phase of development of the 4-acre park shall be required to be completed prior to the issuance of a certificate of occupancy for any structure within the subdivision **other than those developed by Places to Age.**
- (2)** The first phase of public park improvements shall include the entire 4 acres and shall consist of at a minimum: grading; irrigation; turfgrass; park signage; 8-ft wide concrete shared-use paths along the perimeter of the park and street trees at the required intervals; a path connection to the park in Angelview Neighborhood Subdivision extending across the entire park in the proposed subdivision to CR 120 (Poncha Boulevard); and 2 park benches with 2 shade trees near each bench along the path. **Any developer within the subdivision other than Places to Age shall be required to comply with this requirement.**
- (3) Places to Age shall be exempt from park development expenses as the 4-acre park dedication fulfills the park dedication requirement.**
- (4)** Future phases of park improvements shall be identified by the Director of Parks and Recreation to be consistent with the city's park development standards.

Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting the Community Development Office at 448 E. 1st Street, Ste. 112, Salida, CO 81201, Ph.719-530-2628 at least 48 hours in advance.

- (5) Construction documents for the first phase of park improvements complying with the City of Salida Park Development Manual and Park Construction Standards and Specifications shall be submitted to the Director of Parks and Recreation for review and approval as part of the Subdivision Improvements Agreement and prior to the issuance of any building permits in the subdivision **other than for the 8-acre parcel developed by Places to Age.**
- (6) A full set of civil engineering plans for all other public and right-of-way improvements **including the 8-ft wide shared-use path and associated parkway improvements** as illustrated on The Utility Plan - Phase 1 (Attachment C) shall be submitted to the Director of Public Works for review and approval **to be constructed** as part of the Subdivision Improvements Agreement and prior to the issuance of any building permits in the subdivision.

MOTION APPROVED 7-0 (UNANIMOUS)

4. Recommendation on Proposed Granzella-City of Salida Annexation

Motion by Bomer, second by Colby to recommend City Council approve the proposed Granzella-City of Salida Annexation as it meets the findings of fact for annexation, subject to specific conditions as outlined below as included in the staff report:

1. Owners shall meet the inclusionary housing requirements of Article XIII of Chapter 16 of the Salida Municipal Code at the time of building permit submittal for additional principal dwelling units constructed on the properties.
2. Owners agree to pay at the time of building permit all applicable fees for the properties in the amounts set forth pursuant to the Salida Municipal Code, or as hereafter amended, namely the5 Recommendation on Proposed Granzella-City of Salida Annexation Planning Commission Public Hearing Agenda June 10, 2025 Page 5 of 6 building plan review; water and sewer system development fees; and the Fair Contribution to School Sites per Section 16-6-140 of the Salida Municipal Code (SMC) among other fees.
3. It is acknowledged that all public open space requirements for Tract 1 have been satisfied via the sales agreement for Tracts 3 & 4 which are anticipated to allow for the provision of adequate open space.
4. The owner/developer of Tract 1 will be required complete the curb, gutter, and sidewalk for the north side of the future Nelson Way at time of development.
5. The owner/developer of Tract 1 will be required to connect and dedicate the undedicated portion of River Drive at time of development.
6. The City agrees to coordinate and take lead on improvements to Scott Street from Illinois Avenue to the future Nelson Way, including intersection improvements, which the City deems necessary, and which may include, for City street design, improvement to, opening of, completion of, utility work requirements, and to be financially responsible for this City Street development work done.

Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting the Community Development Office at 448 E. 1st Street, Ste. 112, Salida, CO 81201, Ph.719-530-2628 at least 48 hours in advance.

7. Owners of Tract 1 and successors and assigns agree to provide cost reimbursements to the City of Salida for utility installation (water and sewer) within Nelson Way; provided, however, owners' obligation for such cost reimbursements shall not exceed fifty percent (50%). Should owners of Tract 1 make the aforementioned utility installations (water and sewer) within Nelson Way, the City of Salida shall reimburse owners of Tract 1 for such cost at the time the City completes its development; provided, however, owners of Tract 1 obligation for such cost reimbursement shall not exceed fifty percent (50%). Notwithstanding the foregoing, the aforementioned cost reimbursement obligations shall expire ten (10) years following recordation of the Annexation Agreement with the Chaffee County Clerk and Recorder in accordance with applicable law.

5. Recommendation on Proposed Granzella-City of Salida Zoning

Motion by Bush, second by Bomer to recommend City Council approve the proposed zoning of the Granzella-City of Salida properties as proposed to be annexed: the 507 Scott Street property as R-3 High Density Residential Zone District and the 547 Scott Street Property as R-3 High Density Residential Zone District, as the requests meet the applicable review standards.

(Noted here that the 547 Scott Street property was recommended by staff to be zoned R-2, but changed by the Commission as per their motion.)

Updates – provided by Director Almquist

- Land Use Code Update
- Parking Issues

Commissioners' Comments

Adjourn

Motion by Bomer, second by Bush MOTION APPROVED 7-0

Alternate Notice

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



City Council Action Form

Department	Presented By	Date
Administration	Kristi Jefferson - City Clerk	July 1, 2025

Agenda Item

Ordinance 2025-08 An Ordinance of the City Council of the City of Salida, Colorado Amending Chapter 1, Article IV of the Salida Municipal Code to Establish Procedures for the Entry of Default and Default Judgments, and the Collection of Unpaid Municipal Court Fines, Second Reading and Public Hearing.

Background

Colorado General Assembly passed HB 21-1314, which prohibits the state Department of Revenue from denying to issue, renew, or reinstate a person's driver's license because the person fails to pay a monetary judgement or has an outstanding warrant related to a traffic or other municipal violation. In the absence of this procedure, and in light of other recent state legislation removing the ability for other judgments, warrants, and penalties for non-payment of municipal court fines, the Municipal Court and the City currently lack effective means to collect unpaid fines.

One way to address unpaid municipal court fines is through the collections process, which is a standard practice among municipalities in this situation. This will likely significantly increase the rate of collection of unpaid municipal court fines.

In order to work with a collection company to collect unpaid municipal court fines, the proposed ordinance is required. This ordinance establishes a procedure for the collection of unpaid municipal court fines, and to declare default and default judgments and to allow assignment of municipal court fees, costs and fines to collection agencies for traffic and parking violations.

This ordinance has been drafted by our City Attorney's office, and is based on various other municipalities code provisions throughout Colorado.

Recommendation

Staff recommends Council approve Ordinance 2025-08.

Fiscal Impact

There is no fiscal impact.

Motion

A Councilmember should make a motion to "_____ Ordinance 2025-08 Amending Chapter 1, Article IV of the Salida Municipal Code to Establish Procedures for the Entry of Default and Default Judgments, and the Collection of Unpaid Municipal Court Fines", followed by a second and a roll call vote.

**City Of Salida, Colorado
Ordinance No. 08
(Series of 2025)**

**An Ordinance of the City Council of the City of Salida, Colorado
Amending Chapter 1, Article IV of the Salida Municipal Code to Establish
Procedures for the Entry of Default and Default Judgments, and the Collection of
Unpaid Municipal Court Fines**

WHEREAS, the City of Salida ("City") is municipal government possessing all powers granted to statutory cities by Title 31 of the Colorado Revised Statutes; and

WHEREAS, the Salida Municipal Court has jurisdiction over violations of the Salida Municipal Code ("Code"), which includes the enforcement of minor traffic and parking violations; and

WHEREAS, the Colorado General Assembly passed HB 21-1314, which prohibits the state Department of Revenue from denying to issue, renew, or reinstate a person's driver's license because the person fails to pay a monetary judgment or has an outstanding warrant related to a traffic or other municipal violation; and

WHEREAS, in the absence of this procedure, and in light of other recent state legislation, the Court and the City lack effective means to collect unpaid fines; and

WHEREAS, referring unpaid fines to collections is a standard practice among municipalities in this situation and will likely increase the rate of collection of unpaid fines; and

WHEREAS, the City Council ("Council") finds it desirable and appropriate to amend Chapter 1, Article IV of the Code to establish a procedure for the collection of unpaid municipal court fines, and declare default and default judgments and allow assignment municipal court fees, costs, and fines to collection agencies for traffic and parking violations; and

WHEREAS, the Council finds that this Ordinance is necessary and proper to provide for general safety, health and welfare of the City's residents.

Now, therefore, be it ordained by the City Council of the City of Salida, Colorado, that:

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

Section 2. Chapter 1, General Provisions, Article 4, General Penalty, of the Salida Municipal Code, is hereby amended by the creation of new Section 1-4-80, entitled "Default and Default Judgments", to read as follows:

Sec. 1-4-80. – Default and Default Judgments.

- (a) Application. This Section 1-4-80 applies to all traffic or parking related violations of the Salida Municipal Code.
- (b) Service. Before a traffic or parking violation can be subject to the procedures set forth in this Section, the action must have been properly initiated by personal service, or proper substituted service of a complaint, summons and complaint, citation, penalty assessment, notice or other document charging the party with any traffic or parking violation of the Salida Municipal Code. Service shall comply with *Colorado Municipal Court Rules of Procedure*.
- (c) Default and Default Judgment. Failure to appear, to enter a plea, or defend any non-criminal ticket at a scheduled court date shall result in the entry of default against the Defendant. Following the entry of default, notice of default (Notice) will be sent to the Defendant, at the Defendant's last known physical address and by email if available. The Notice shall include a statement that at the next Court Date which must be at least seven (7) days after the date of the provision of the Notice, that a hearing (Hearing) will be held on whether default judgment shall be entered against the Defendant. Defendant shall have the opportunity to appear at the Hearing and contest the entry of default judgment. Failure to appear at the duly-noticed Hearing shall result in entry of a default judgment, the setting of fine and referral for collections as provided below.

Section 3. Chapter 1, General Provisions, Article 4, General Penalty, of the Salida Municipal Code, is hereby amended by the creation of new Section 1-4-90, entitled "Satisfaction of fines – Failure to pay - Collections," to read as follows:

Sec. 1-4-90. – Satisfaction of fines – Failure to pay – Collections.

The Municipal Court Clerk is authorized to use any lawful method of collecting fines, fees, costs, restitution, default judgments, personal recognizance bond forfeitures, civil penalties, and other amounts due from any person assessed such sums by the City of Salida Municipal Court, including without limitation reasonable costs of collection. The City shall be entitled to receive the reasonable costs of collection in addition to the amounts otherwise due, and interest at the statutory rate for unpaid civil judgments. Reasonable costs of collection shall include, without limitation, the fees and costs of the city attorney, of private counsel, or of a collection agency, which the Court Clerk is hereby authorized to engage, but such fees and costs shall not exceed twenty-five percent (25%) of the amount assigned for collection. Any agreement for collection services shall be signed by the City Clerk.

Section 4. Severability: The provisions of this Ordinance are severable and the invalidity of any section, phrase, clause, or portion of this 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 June, 2025, adopted and ordered published in full in a newspaper of general circulation in the City of Salida by the City

Council on the 17th day of June, 2025, and set for Second Reading and Public Hearing on the 1st day of July, 2025.

Introduced on Second Reading, finally adopted and ordered published by Title only, by the City Council on the 1st day of July, 2025.

City Of Salida, Colorado

Mayor

[SEAL]

ATTEST:

City Clerk/Deputy Clerk

Published in Full in the Mountain Mail after First Reading on the 17th day of June, 2025, and by Title only, after final adoption on the 1st day of July, 2025.

City Clerk/Deputy City Clerk



CITY COUNCIL ACTION FORM

DEPARTMENT Public Works	PRESENTED BY David Lady - Public Works Director	DATE July 1, 2025
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AGENDA ITEM

Council Action – Conditional award of the US-50 Sewer Replacement Project

BACKGROUND

The US-50 Sewer Replacement Project (aka Poncha Trunk Line) has been in the works for many years. This project is a necessary upgrade to provide increased capacity due to growth within the system. The project includes the upsizing of an existing sewer main starting near Oak Street in Salida and ending at Poncha Springs Lane in Poncha Springs.

The work anticipated in 2025 consists of permit acquisition from CDOT. This includes the development of traffic control plans and receiving other clearances. Construction is expected to occur in 2026 and 2027.

The project was advertised, and bids were received on June 12, 2025, as follows:

Bidder	Base Bid (corrected)	Business Location / Local Preference	Percent Above Low Bid
Miller Pipeline	\$13,699,888.00	State	Low Bidder
Native Sun	\$13,726,373.20	State	1%
Y&K Excavation	\$15,308,675.50	City	12%
Garney Companies	\$15,471,887.00	State	13%
Wagner Construction	\$15,903,699.00	State	16%
RMS Utilities	\$16,549,068.23	State	21%
Pate Construction	\$18,497,546.00	State	35%

	Base Bid (1)	Soft Costs (2)	Project Total Budget (1+2)
TOTAL	\$13,699,888	\$1,369,988	\$15,069,876

(2) Soft costs ~ 5% QA/QC and Construction Administration, 5% contingency

A detailed review of the bids was completed, and a few calculation errors were identified. The bid instructions, however, had detailed information identifying how the basis of bid is to be determined. The corrected base bid totals are reflected in the table above.

A detailed qualifications statement was provided by each of the bidders. The two lowest bidders have each completed representative projects for other municipalities and references were provided. The bids also included proposed

construction schedules. Miller Pipeline is proposing a 14-month construction schedule, whereas the second low bidder had a 22-month construction schedule.

Although Miller Pipeline has not performed projects in recent years for the City of Salida, they have many municipal references for similar projects in scope and cost.

RECOMMENDATION

Approve a conditional award of a construction contract for the US-50 Sanitary Sewer Replacement Project, contingent on project financing and required permitting by Contractor, and authorize the City Administrator to enter into a Construction Agreement between the City and Miller Pipeline, Inc. in the amount of \$13,699,888 with a total project budget of \$15,069,876.80.

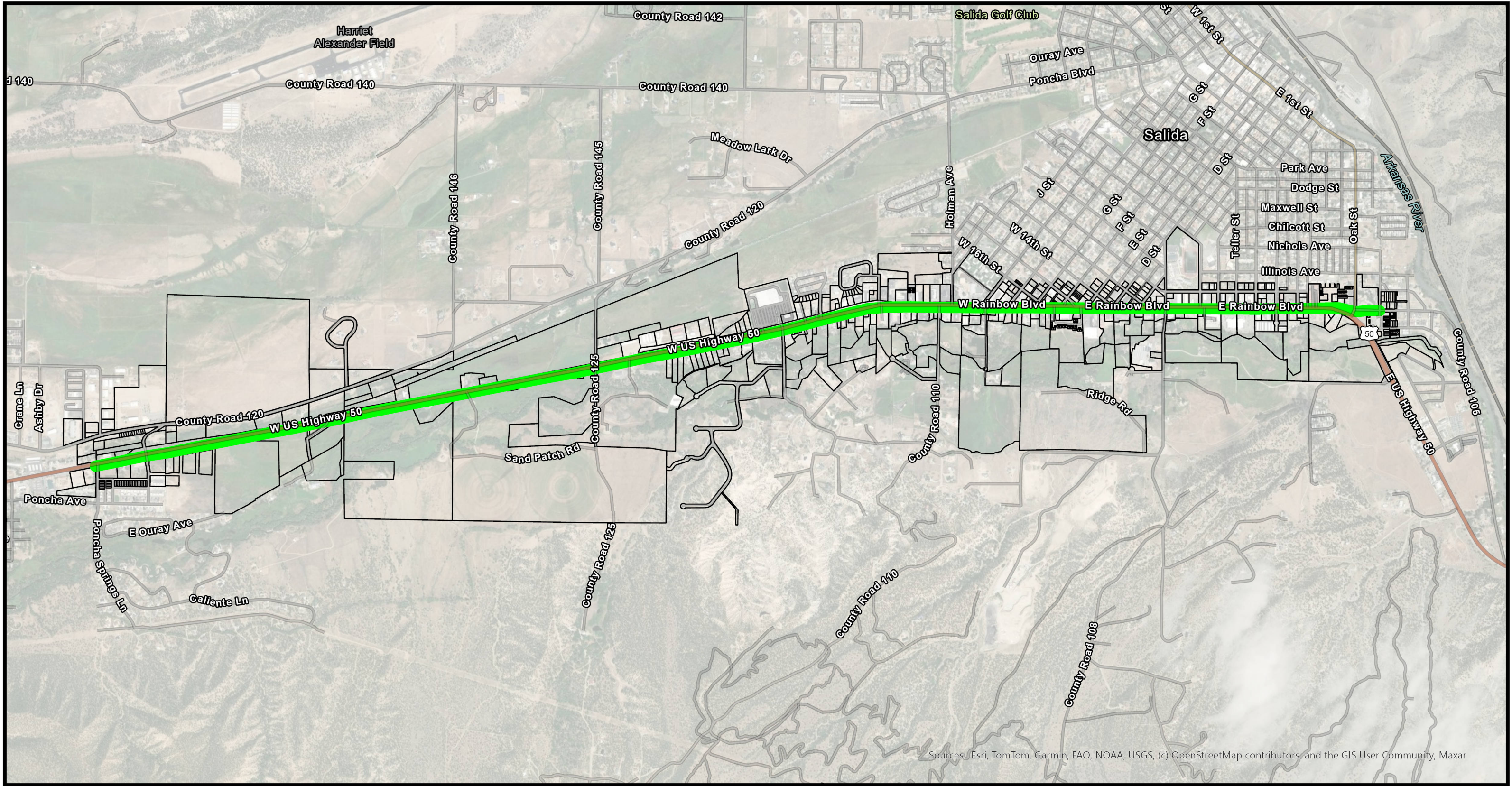
FISCAL IMPACT

This project is not a part of the 2025 Capital Budget and is not expected to incur significant expenses other than permitting in 2025. The project is to be budgeted for construction in 2026 and 2027. The Fees and Charges for Water and Wastewater Services, approved in 2025, included the necessary rate setting to support funding to complete this work.

Staff will be working with Ehlers to finalize bonding to finance the project. Bids were necessary to know actual costs before underwriting. Approval of financing will be scheduled for Council in the near future.

MOTION

A Council person should make a motion to “Approve a conditional award of a construction contract for the US-50 Sanitary Sewer Replacement Project, contingent on project financing and required permitting by Contractor, and authorize the City Administrator to enter into a Construction Agreement between the City and Miller Pipeline, Inc. in the amount of \$13,699,888 with a total project budget of \$15,069,876.80.”



US-50 Sanitary Sewer Replacement Project

0 0.15 0.3 0.6 0.9 1.2 Miles





City Council Action Form

Department	Presented By	Date
Administration	Christy Doon - City Administrator	July 1, 2025

Agenda Item

Consider award for construction contract with American Environmental Aviation for the completion of the Salida Airport Fuel Farm.

Background

The City of Salida and Chaffee County jointly own and operate the Salida Airport. Two major capital projects have been planned for 2025, with both entities budgeting funds for their implementation and completion. The new fuel farm project has been a major priority on the airport's capital improvement plan for the last 8 years. The old underground storage tanks were installed in the late 1970s and need replacement. The new fuel farm will include double wall, above ground tanks for safety, reliability, fire protection, and reduced liability of a leak to the environment.

We were able to secure a \$1m DOLA grant as well as a \$450,000 discretionary grant from CDOT Aeronautics. Salida had originally budgeted \$537,500 for this project (a total of \$702,000 for all airport projects and operations for 2026).

The project was put out to bid in early February. Four bids were received, with the lowest bidder coming in at \$4.3m, almost \$2m over the projected and budget amount. The County Commissioners and City Council voted to reject the bids and try to negotiate with the lowest bidder. Unfortunately, we were unable to come to an agreement.

The airport is also working on an FAA and CDOT funded taxiway extension project this summer. Those bids, which were reviewed and approved earlier this year, came in under budget. Staff worked with the awarded bidder and they are willing to accept a change order that will put the civil and site work for the airside portion of the fuel farm in their contract, while they are on site.

The remaining work is for the fueling system and pad for the fuel farm. Staff reached out to several contractors in the industry and was referred to only one company that designs and builds aviation fueling systems in-house. American Environmental submitted a proposal for the remaining work at a cost of \$2,185,200. With the cost of the civil side change order and the proposal for the fueling system, the total cost now comes to \$2,792,933.65.

Recommendation

The project is extremely important. The current fueling system is an environmental liability. Staff recommends approval of the contract, pending final review by legal.

Fiscal Impact

The proposed increase over budget of \$213,500 represents approximately a 1% increase in the General Fund budgeted expenditures and will raise the planned use of reserves this year by an additional 8%. While this comes at a time when the City is already facing significant financial pressures and competing service demands, the additional funding supports

a critical infrastructure project that will enhance airport safety and increase long-term revenue potential. Staff believe this one-time investment is a prudent and strategic use of reserves and preferable to the risks and higher costs associated with delay.

A budget amendment will likely be necessary and will be formally done at a later date unless the City is able to absorb this additional cost in savings elsewhere in the budget.

Motion

A City Councilmember should state "I move to accept the proposal submitted by American Environmental Aviation for completion of the Salida Airport Fuel Farm.", followed by a second and a roll call vote.



Council Action Form

Department	Presented By	Date
Administration	Kristi Jefferson - City Clerk	July 1, 2025

Agenda Item

Resolution 2025-26 A Resolution of the City Council of the City of Salida, Colorado, approving a Coordinated Mail Ballot Election and Adopting the Uniform Election Code.

Background

The Chaffee County Clerk and Recorder, Lori Mitchell, will conduct a mail ballot election for the November 4, 2025 election.

This resolution will approve the intergovernmental agreement with the County, including our participation in the coordinated mail ballot election and adoption of the Uniform Election Code. The signed IGA must be returned to the County Clerk by August 26, 2025.

The IGA requests that the City designate its Designated Election Official (“DEO”); the DEO shall act as the primary contact between the City and the Chaffee County Clerk and Recorder. Staff recommends designating City Clerk, Kristi Jefferson, to serve as the DEO for the City of Salida.

The City of Salida will have four elected positions on the ballot: the Mayor, and City Council seats in Ward 1, 2 and 3. The deadline to return nomination petitions is August 25. The ballot language must be certified and delivered to the Chaffee County Clerk by September 5, 2025.

A drawing of names for placement on the ballot (if more than one candidate runs for an elected position) will be held Tuesday, September 2, 2025 at 4 p.m. in Council Chambers.

Recommendation

Staff recommends Council approve Resolution 2025-26

Fiscal Impact

The estimated cost for coordinating the election is \$10,000 to \$12,000.

Motion

A City Councilmember should state "I move to _____ Resolution 2025-26 A Resolution of the City Council of the City of Salida, Colorado, approving a Coordinated Mail Ballot Election and Adopting the Uniform Election Code", followed by a second and a roll call vote.

**City Of Salida, Colorado
Resolution No. 26
Series of 2025**

**A Resolution of the City Council of the City of Salida, Colorado, Approving a
Coordinated Mail Ballot Election and Adopting the Uniform Election Code**

WHEREAS, the City of Salida is subject to the Colorado Municipal Election Code, Article 10 of Title 31, C.R.S. but may choose to conduct elections pursuant to the Uniform Election Code, Article 1 of Title 1, C.R.S.; and;

WHEREAS, it is the desire of the City Council of the City of Salida to conduct the November 4, 2025 regular municipal election as a coordinated mail ballot election with the County of Chaffee, Colorado and to adopt the provisions of the Uniform Election Code to govern the conduct of such election.

Now, therefore, be it resolved by the City Council of the City of Salida, Colorado that:

1. The Salida City Council incorporates the foregoing recitals as its conclusions, facts, determinations, and findings.
2. The City Council hereby authorizes City staff to conduct the City's regular municipal election on November 4, 2025 as a coordinated mail ballot election with the County of Chaffee, Colorado.
3. The City Council hereby appoints the City Clerk to serve as Designated Election Official.
4. For the purpose of the municipal election of November 4, 2025, the City hereby adopts the Uniform Election Code, Article 1 of Title 1, C.R.S.
5. The City Council hereby approves an Intergovernmental Agreement with the County of Chaffee regarding the conduct of the 2025 coordinated mail ballot election.

Resolved, Approved and Adopted this 1st day of July, 2025.

City of Salida, Colorado

By _____
Mayor

[SEAL]

[ATTEST] _____
City Clerk/Deputy City Clerk



**CANDIDATE ELECTION CALENDAR
CITY OF SALIDA REGULAR MUNICIPAL ELECTION
NOVEMBER 4, 2025 ELECTION**

JULY 25	Last day to notify the County Clerk of participation in coordinated election
AUGUST 5	First day to circulate nomination petitions (91 days before the election - C.R.S. 31-10-302 (2))
AUGUST 25	Last day to circulate nomination petitions, signed affidavit of circulator and acceptance of nomination due in City Clerk's office by 4:00 p.m. (71 days before the election – C.R.S. 31-10-302 (6))
SEPTEMBER 2	Last day to amend petitions for candidates for City office determined to be insufficient (prior to 63 days before the election – C.R.S. 31-10-302(4))
SEPTEMBER 2	Last day to file affidavit of Intent to Run as a write-in candidate (By close of business on the 64 th day before election – C.R.S. 1-4-1102(2) and C.R.S. 31-10-302(4))
SEPTEMBER 2	Drawing by lot to determine order of candidates listed on ballot 4:00 p.m. at Council Chambers, 448 E 1 st Street, Room 190 (C.R.S. 1-5-406)
SEPTEMBER 5	Last day to certify the ballot to the County (No later than 60 days prior to the election) (C.R.S. 1-5-203(3)(a))
SEPTEMBER 5	Fair Campaign Practice Act Filing Reports to be filed with the City Clerk 60 days prior to the election (HB 23-1245)
OCTOBER 5	Fair Campaign Practice Act Filing Reports to be filed with the City Clerk 30 days prior to the election (HB 23-1245)
OCTOBER 20	Fair Campaign Practice Act Filing Reports to be filed with the City Clerk 15 days prior to the election (HB 23-1245)
NOVEMBER 4	Election Day, 7:00 am to 7:00 pm
NOVEMBER 18	Swearing in of newly elected Council Members
DECEMBER 4	Fair Campaign Practice Act Filing Reports to be filed with the City Clerk 30 days after the election (C.R.S. 1-45-108(2)(a)(II))



City Council Action Form

Department	Presented By	Date
Community Development	Carolyn Poissant - Senior Planner	July 1, 2025

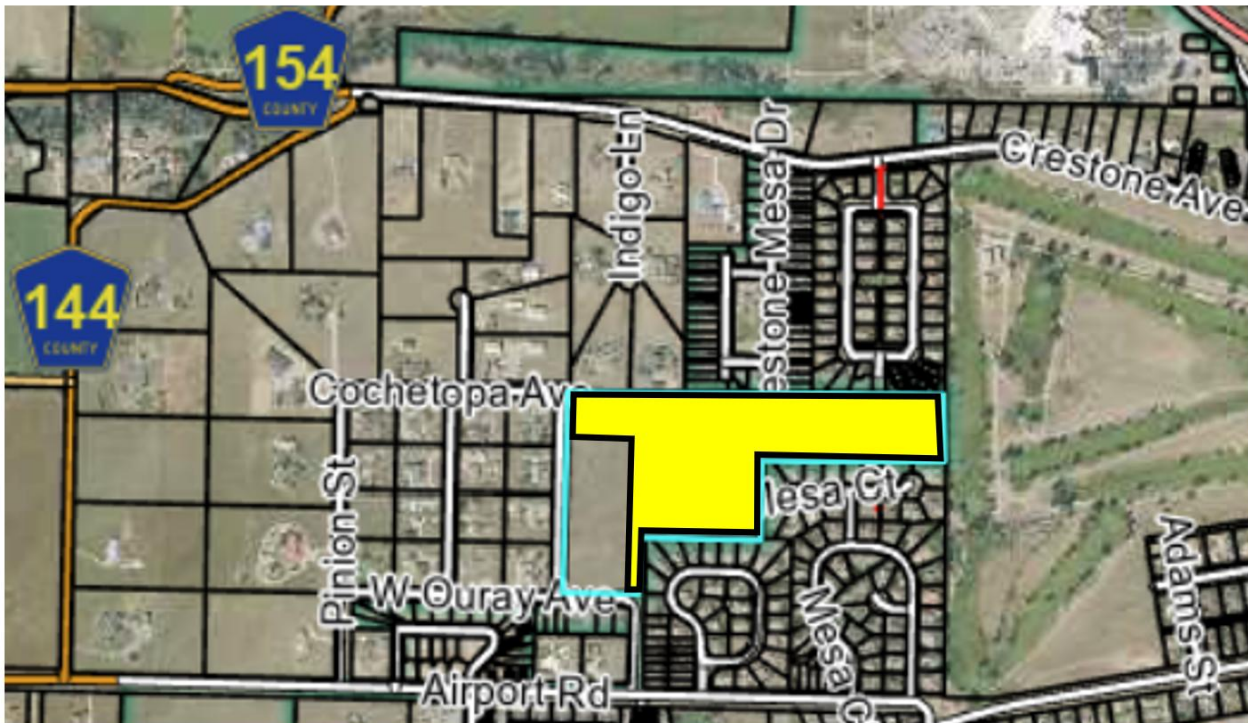
Agenda Item

Resolution 2025-27 to approve the annexation of a 15.06-acre portion of an 18.32-acre property (Parcel No. 368131400015).

Background

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

Subject Property



When annexing a property, the City must follow adopted state laws which provide a framework and procedures to follow. Below is a brief summary of the steps and standards that need to be followed according to Colorado Revised Statutes, as follows:

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

Recommendation

Staff finds the proposed annexation in substantial compliance with city and state statutes and recommends City Council adopt the proposed Resolution 2025-27 setting a public hearing for August 19, 2025.

Fiscal Impact

There is no fiscal impact of this action.

Motion

A City Councilmember should state, "I move to approve Resolution 2025-27 declaring the 5-H LLC Annexation is in substantial compliance with city ordinances and state statutes and setting a public hearing for August 19, 2025," followed by a second and a roll call vote.

Attachments: Resolution 2025-27
Annexation Petition
Application Materials
Annexation Plat

**City Of Salida, Colorado
Resolution No. 27
Series of 2025**

A Resolution of the City Council of the City of Salida, Colorado, finding the 5-H LLC Annexation Petition to be in substantial compliance with state statutes and setting a public hearing on said petition.

WHEREAS, on June 23, 2025, Walt Harder representing 5-H, LLC filed a General Development Application (the "Petition") to commence proceedings to annex to the City of Salida (the "City") a certain unincorporated tract of land comprised of 15.06 acres located east of Spruce Street and north of West Ouray Avenue within the County of Chaffee, State of Colorado (the "Property"), and being more particularly described on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, after review of the annexation Petition and map, the City planning staff advised the City Council that the Petition and map are in substantial compliance with the state statutes, as required by C.R.S. § 31-12-101 *et seq.*; and

WHEREAS, the Petition alleges as follows:

1. It is desirable and necessary that the territory described above be annexed to the City of Salida, Colorado.
2. The requirements of C.R.S. § 31-12-104, as amended, exist or have been met, including without limitation the following:
 - a. Not less than 1/6th of the perimeter of the area proposed to be annexed is contiguous with the City of Salida, Colorado.
 - b. A community of interest exists between the area proposed to be annexed and the City of Salida, Colorado.
 - c. The area proposed to be annexed is urban or will be urbanized in the near future.
 - d. The area proposed to be annexed is integrated with or is capable of being integrated with the City of Salida, Colorado.
3. The requirements of C.R.S. § 31-12-105, as amended, exist or have been met, including without limitation the following:
 - a. In establishing the boundaries of the area proposed to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - i. has been divided into separate parts or parcels without the written consent of the landowner or landowners thereof.

- ii. comprising twenty (20) acres or more (which together with buildings and improvements situated thereon having a valuation for assessment in excess of \$200,000.00 for ad valorem tax purposes for the year preceding the proposed annexation), has been included without the written consent of the landowners.
- b. No annexation proceedings have been commenced for the annexation to a municipality other than the City of Salida, Colorado, of all or part of the territory proposed to be annexed.
- c. The annexation proposed in the Petition will not result in the detachment of area from any school district and the attachment of the same area to another school district.
- d. The annexation proposed in the Petition will not have the effect of extending the municipal boundary of the City of Salida more than three (3) miles in any direction from any point on the current municipal boundary of the City in any one year; and

WHEREAS, the City finds that the Petition is in compliance with Salida Municipal Code (SMC) §§ 16-9-10 through 16-9-40; and

WHEREAS, the City has or will have in place a plan meeting the requirements of C.R.S. §31-12-105(e) prior to the effective date of the proposed annexation; and

WHEREAS, no election for annexation of the area proposed to be annexed to the City of Salida has been held in the preceding twelve (12) months; and

WHEREAS, the signers of the Petition are the owners of one hundred percent (100%) of the territory proposed to be annexed, exclusive of public streets and alleys; and

WHEREAS, the annexation to the City of Salida, Colorado of the area proposed to be annexed will not result in a change of county boundaries; and

WHEREAS, the names and mailing addresses of the signers of the Petition and date of signing are included in the Petition, and the legal descriptions of the land owned by Petitioner is attached to the Petition. No signature on the Petition is dated more than 180 days prior to the date of filing of the Petition for annexation with the City Clerk; and

WHEREAS, the Petition is accompanied by four (4) or more copies of an Annexation Map containing, among other things, the following information:

- 1. A written legal description of the boundaries of the area proposed to be annexed to the City of Salida, Colorado;
- 2. The boundary of the area proposed to be annexed to the City of Salida, Colorado;

3. Within the annexation boundary map, a showing of the location of each ownership tract in un-platted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks; and
4. Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the City of Salida, Colorado; and

WHEREAS, none of the area proposed to be annexed to the City of Salida, Colorado, is presently a part of any incorporated city, city and county, or town, and is not contiguous to any other incorporated city, city and county, or town; and

WHEREAS, it appears that the Petition filed as aforesaid is in substantial compliance with the requirements of the Municipal Annexation Act of 1965, C.R.S. § 31-12-107(1), as amended.

Now, therefore be it resolved by the City Council of the City of Salida that:

1. The City incorporates the foregoing recitals as findings by the City Council.
2. The Petition is in substantial compliance with the requirements of the Municipal Annexation Act of 1965, C.R.S. § 31-12-107(1), as amended.
3. The City Council of the City of Salida, Colorado, will hold a hearing upon the Petition for the purpose of determining and finding whether the area proposed to be annexed meets the applicable requirements of C.R.S. § 31-12-104, § 31-12-105, and SMC §§ 16-9-10 through 16-9-40, all as amended, and is considered eligible for annexation. The hearing shall be held on August 19, 2025 commencing at the hour of 6 p.m. in the City Council Chambers, 448 East First Street, Salida, Colorado.
4. Any person may appear at such hearing and present evidence upon any matter to be determined by the City Council of the City of Salida, Colorado.

Resolved, Approved and Adopted this 1st day of July, 2025.

City of Salida, Colorado

By _____
Dan Shore, Mayor

[SEAL]
ATTEST:

City Clerk/Deputy City Clerk

EXHIBIT A

5H LLC ANNEXATION DESCRIPTION

A tract of land located in the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) and the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 31, Township 50 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado, being more particularly described as follows:

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

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

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

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

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

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

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

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

Thence along the monumented north boundary of the said SW¼ SE¼ and SE¼ SW¼ the following:

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

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

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

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

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

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

Thence South 00°43'05" West 737.75 feet to the point of beginning.

Containing 15.06 Acres, more or less.

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

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

6/5/2025

Carolyn Poissant
City of Salida, Community Development
448 E. First Street, Suite 112
Salida, CO 81201

Dear Ms. Poissant,

I am submitting this application for Annexation and Zoning in order to create a pedestrian-oriented neighborhood containing a diverse mixture of housing types.

The items included with this application are as required in the Major Impact Review form. Items left unchecked on the Major Impact Review form will be submitted with a later Major Impact for Planned Development and subdivision. Current submittal items:

A. Annexation Application

1. General Development Application
2. Annexation Petition
3. Annexation Map
4. Digital copy (emailed)
5. Application fee and deposit - \$10,500
6. Envelopes for public notice
7. List and map of public notice addresses
8. Opting not to petition for exclusion at this time
9. Notarized special fee and cost reimbursement agreement

B. Major Impact Review Form

1. General Development Application (included in annexation application)
2. Current Survey
3. This description
4. Special Fee and Cost Reimbursement Agreement (included in annexation application)
5. Addresses for public notice (included in annexation application)
6. Construction plans – n/a
7. Zoning action – R3 requested
8. Subdivision Plat – n/a
9. Other requirements – n/a
10. CDOT Access Permit – n/a
11. Street lights, signs, and traffic control plan – n/a

Please contact me if you have questions or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Hughes". The signature is fluid and cursive, with a large initial "D" and a stylized "H".

Owner, 5H, LLC

ANNEXATION PETITION

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

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

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

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

1. That it is desirable and necessary that the above-described territory be annexed to the City of Salida.
2. That petitioners are landowners of one hundred percent (100%) of the territory, excluding streets and alleys, herein proposed for annexation to the City of Salida.
3. That no less than one-sixth of the aggregate external boundaries of the above-described territory hereby petitioned to the City of Salida is contiguous to the City limits of the City of Salida.
4. Accompanying this petition are two mylars and twenty copies of the annexation map.
5. That a community of interest exists between the above-described territory and the City of Salida, and that the same is urban, or will be urbanized in the near future, and further that the said territory is integrated or is capable of being integrated in the City of Salida.
6. That the above-described territory does not include any area which is the same or substantially the same area in which an election for an annexation to the City of Salida, was held within the twelve months preceding the filing of this petition.
7. That the above-described territory does not include any area included in another annexation proceeding involving city other than the City of Salida.
8. That the above-described territory is not presently a part of any incorporated city, city and county, or town.
9. That the above area described will (not) result in the detachment of the area from any school district and the attachment of the same to another school district.

ANNEXATION PETITION

"INSERT A"

(Description of territory proposed for annexation)

5H LLC ANNEXATION DESCRIPTION:

A tract of land located in the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) and the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 31, Township 50 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado, being more particularly described as follows:

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

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

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

Thence North 01°03'10" East 258.69 feet to another 5/8-inch rebar with a 1½-inch aluminum cap stamped LS 16117 at the Northwest corner of said subdivision;

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

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

Thence South 89°56'32" East along the monumented north boundary of said tract described in quiet title decree a distance of 798.67 feet to a 1½-inch pipe, being a point on the monumented East boundary of the said SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 30;

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

Thence along the monumented north boundary of the said SW $\frac{1}{4}$ SE $\frac{1}{4}$ and SE $\frac{1}{4}$ SW $\frac{1}{4}$ the following:

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

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

Thence North 89°43'49" West 500.83 feet to another 5/8-inch rebar with a 1½-inch aluminum cap stamped '487' at the Southwest corner of said Rainbow Ridge, being common with the Southeast corner of Vista Grande, a subdivision located within Chaffee County;

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

Thence leaving the north monumented boundary of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, South 00°43'05" West along the East boundary of Spruce Street in said Shavano Estates, a distance of 140.20 feet to a 5/8-inch rebar with a 1½-inch aluminum cap stamped LS 16117;

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

Thence South 00°43'05" West 737.75 feet to the point of beginning.

Containing 15.06 Acres, more or less.

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

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

ANNEXATION PETITION

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

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

**RESOLUTION OF THE
MEMBERS
OF
5-H, LLC**

The undersigned, being all of the Members of 5-H, LLC, a Colorado limited liability company (the "Company"), hereby adopt the following recitals and resolutions and consent to the actions contemplated hereby.

WHEREAS, the Members are determined to grant signing and binding authority to certain persons described hereunder;

WHEREAS, the Members desire to add Walter G. Harder IV, L. Britt Hughes, and Dustin T. Hughes as an authorized signatory of the Company; and

WHEREAS, L. Britt Hughes, the Manager of the Company, in accordance with his authority under the Operating Agreement of the Company is permitted to sign this Resolution.

NOW, THEREFORE, BE IT:

RESOLVED, that the Members consent and desire that Walter G. Harder IV, L. Britt Hughes, and Dustin T. Hughes are authorized signatories of the Company;

RESOLVED FURTHER, that the Members consent and desire that each of the designated named signatories may act independently and need not sign documents jointly or by majority decision.

RESOLVED FURTHER, that these resolutions may be executed in one or more counterparts and all such counterparts shall, for all purposes, constitute one document, binding upon the Members hereto, and the delivery of these resolutions by facsimile or e-mailed .pdf files of scanned copies bearing the respective signatures shall be sufficient and binding upon the Members as if such resolutions were delivered with original signatures.

Executed as of the 21st day of June, 2025.

5-H, LLC



L. Britt Hughes, Manager



STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

The foregoing resolution was acknowledged before me this 21st day of June, 2025, by L. Britt Hughes, Manager of 5-H, LLC.

Witness my hand and official seal.

My commission expires 2/11/2029.

Rachael Gardner
Notary Public

SIGNATURE SPECIMENS OF COMPANY SIGNATORIES:

W. G. Harder IV
Walter G. Harder IV

L. Britt Hughes
L. Britt Hughes

Dustin T. Hughes
Dustin T. Hughes

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

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

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

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

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

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

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

N/A



ANNEXATION APPLICATION

448 East First Street, Suite 112

Salida, CO 81201

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

Email: planning@cityofsalida.com

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

A. Development Process

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

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

1. General Development Application

2. Annexation Petition

3. Annexation Map.

The preferred scale of the map is one (1) inch equals one hundred (100) feet; the minimum allowable scale is one (1) inch equals two hundred (200) feet. Sheet size shall be twenty-four (24) inches by thirty-six (36) inches. If it is necessary to draw the map on more than one (1) sheet, a sheet index shall be placed on the first sheet. The annexation map shall contain the following:

- a. Annexation Name
- b. Legal description. Legal description of the perimeter
- c. Names and addresses. Names and addresses of the owners, subdivider, land planner and land surveyor registered in the State.
- d. Scale
- e. North arrow
- f. Date. The date the map was prepared.
- g. Boundary lines and dimensions. Boundary lines of the proposed annexation. Distinction of the boundary that is contiguous to the City and the length of the same boundary on the map, including required showing of contiguity in feet.
- h. Platted lots. Lot and block numbers if the area is already platted.
- i. Improvements and easements. The location and dimensions of all existing and proposed streets, alleys, easements, ditches and utilities within or adjacent to the proposed annexation.
- j. Vicinity map. The vicinity map shall show the location of the proposed annexation, in relation to the City.
- k. Acreage. Total acreage to be annexed.
- l. Certificates. Certificates required to appear on the final annexation plat are described in Section 16-9-40 of the Land Use Code.

4. Digital Copy.

A digital copy of the plat compatible with the City GIS shall be submitted.

5. Application Fee

- According to current adopted fee schedule

7. Public Notice.

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

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

9. Notarized Special Fee and Cost Reimbursement Agreement completed



GENERAL DEVELOPMENT APPLICATION

448 East First Street, Suite 112

Salida, CO 81201

Phone: 719-539-4555 Fax: 719-539-5271

Email: planning@cityofsalida.com

Received 6/11/25
VJF

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

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

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

A. Applicant Information

Name of Applicant: 5H, LLC

Mailing Address: 130 W 2nd St, Suite 1, Salida, CO 81201

Telephone Number: 719-539-2000 FAX: _____

Email Address: walt@hred.co

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

B. Site Data

Name of Development: 5H Annexation

Street Address: Unaddressed, see attached Annexation Plat

Legal Description: Lot _____ Block _____ Subdivision _____ (attach description)

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

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

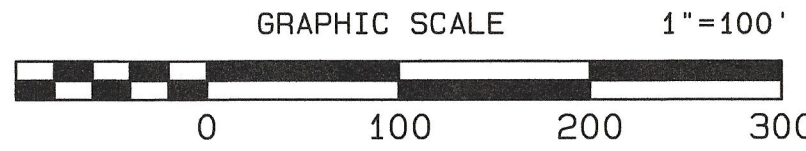
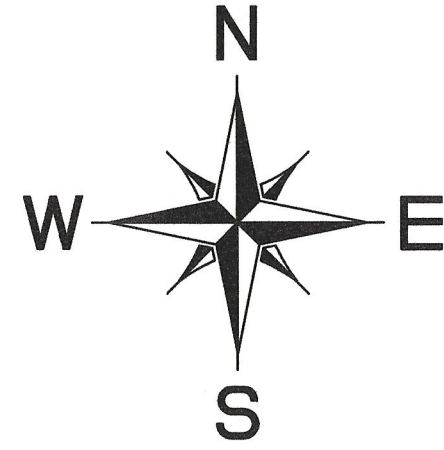
Signature of applicant/agent [Signature] Date 6.9.25

Signature of property owner [Signature] Date 6.9.25

5-H LLC LAND SURVEY PLAT

FOR A TRACT LOCATED IN THE

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



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

ALL LINEAL DIMENSIONS ARE U.S. SURVEY FEET.

LEGEND:

- Denotes a Recovered 5/8" Rebar with a 1 1/2" Aluminum Cap Stamped: "LS 16117".
- Denotes a Recovered 5/8" Rebar with a 1 1/2" Aluminum Cap Stamped: "LANDMARK LS 37937".
- Denotes a Recovered 5/8" Rebar with a 1 1/2" Aluminum Cap Stamped: "487".
- Denotes a Recovered 5/8" Rebar with a 1 3/4" Steel Disc Stamped: "6753".
- Denotes a Recovered 5/8" Rebar with a 1 1/2" Aluminum Cap Stamped: "BEAR LS 31544".
- Denotes a Recovered 1/2" Rebar with a 1" Plastic Cap Stamped: "MK CLARK LS 4542".
- Denotes a Recovered 1 1/2" Pipe.
- Denotes a Recovered 1/2" Rebar with a 1" Plastic Cap Stamped: "CC PLS 26296".
- Denotes a Recovered 5/8" Rebar with a 2 1/2" Aluminum Cap Stamped: "LS 16117", 6 as Shown Hereon this Plat.
- Denotes a Recovered 1/2" Rebar with a 1" Plastic Cap, Cap Illegible.
- Denotes a Recovered 5/8" or 1/2" Rebar without a Cap.
- Denotes a 5/8" x 24" Steel Reinforcing Rebar Driven into the Ground with a 1 1/2" Aluminum Cap Stamped: "LS 16117", to be set for this Survey.
- Denotes a "Caution Underground Gas Line Buried Nearby" Warning Sign.
- Denotes Approximate Location of a Water Line.
- Denotes a Fence.
- Denotes a Water Shut-off Valve.
- Denotes City of Salida Corporation Line.

SURVEYOR'S STATEMENT:

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

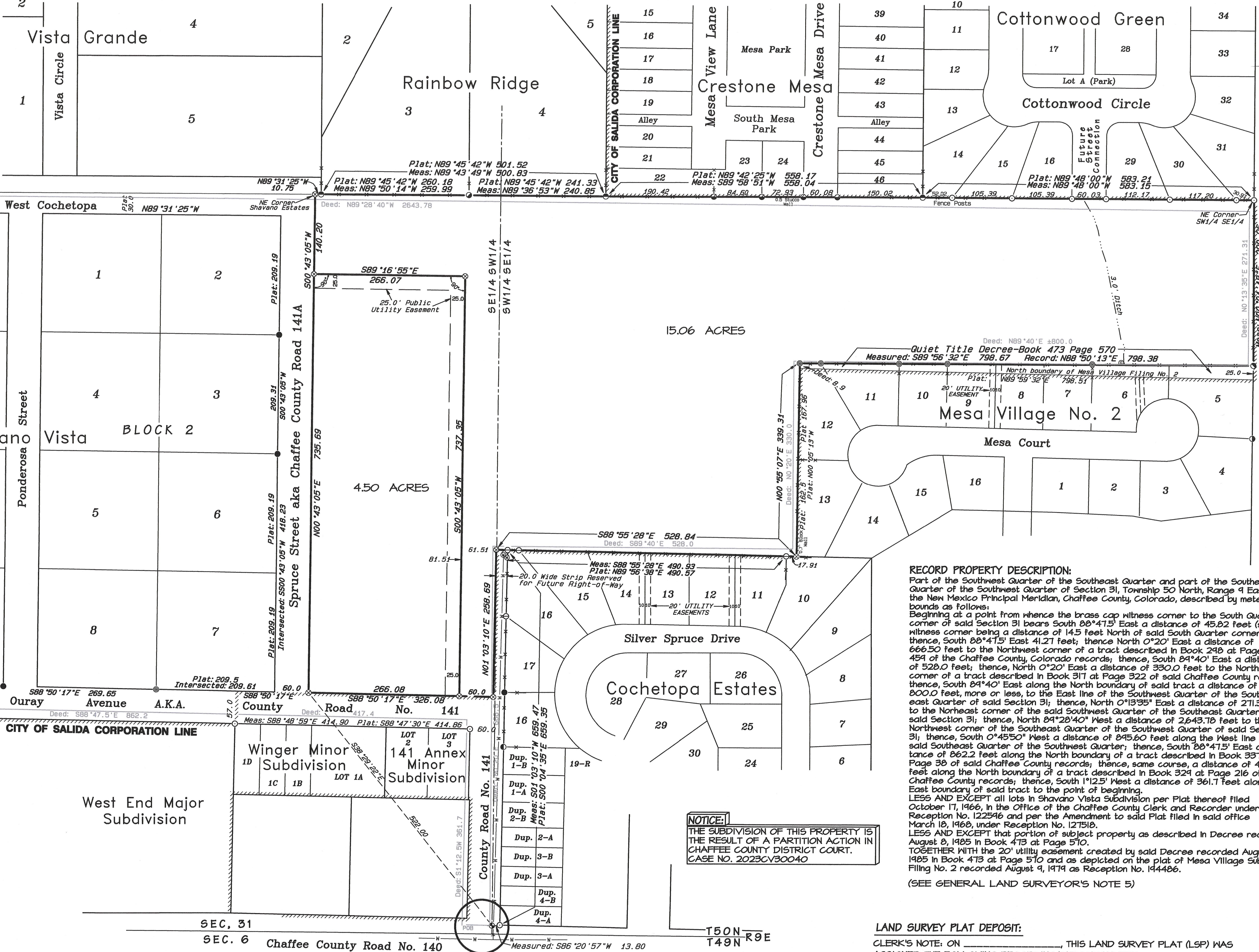


MICHAEL K. HENDERSON
REG. L.S. NO. 16117
STATE OF COLORADO

GENERAL LAND SURVEYOR'S NOTES:

- 1) PROPERTY DESCRIPTION IS BASED ON SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 496876 OF THE CHAFFEE COUNTY RECORDS.
- 2) NO TITLE COMMITMENT WAS PROVIDED BY THE CLIENT AND RECORD EASEMENT RESEARCH WAS NOT REQUESTED OR PERFORMED, EXCEPT BY VISUAL INSPECTION OF THE PROPERTY.
- 3) DEED LINES ARE BASED ON A FOREMENTIONED PROPERTY DESCRIPTION, ON THE RECOVERED SURVEY MONUMENTS SHOWN AND DESCRIBED HEREON AND ON THE FOLLOWING FILED ADJOINING SUBDIVISION PLATS.
- 4) BOUNDARY LINE ADJUSTMENT AND REPLAT (COCHETOPA ESTATES); RECEPTION NO. 304630.
- 5) COCHETOPA ESTATES SUBDIVISION; RECEPTION NO. 284761.
- 6) MESA VILLAGE SUBDIVISION FILING NO. 2; RECEPTION NO. 144486.
- 7) COTTONWOOD GREEN; RECEPTION NO. 348344.
- 8) CRESTONE MESA SUBDIVISION; RECEPTION NO. 420423.
- 9) AMENDED PLAT OF RAINBOW RIDGE; RECEPTION NO. 308820.
- 10) SHAVANO VISTA SUBDIVISION; RECEPTION NO. 122546 SHAVANO VISTA AMENDED; RECEPTION NO. 127510.
- 11) WINGER MINOR SUBDIVISION; RECEPTION NO. 444948.
- 12) ROADS AND STREETS IN SHAVANO VISTA SUBDIVISION WERE PERPETUALLY DEDICATED TO THE PUBLIC USE AND SHOULD BE EXCEPTED FROM THE HISTORIC LEGAL DESCRIPTION ALONG WITH THE LOTS IN SAID SUBDIVISION.
- 13) NEW LEGAL DESCRIPTIONS WILL BE PREPARED TO MORE ACCURATELY DESCRIBE THE PROPERTY, AS WELL AS THE NEW 4.5 ACRE TRACT, BASED ON THE RESULTS OF THIS SURVEY.
- 14) THE PROPERTY IS SUBJECT TO THE RIGHTS OF OTHERS TO OPERATE, MAINTAIN, INSPECT AND REPAIR THE IRRIGATION DITCH CROSSING THE PROPERTY PURSUANT TO COLORADO LAW RELATIVE RELATIVE TO DITCH RIGHTS.
- 15) THE PURPOSE OF THIS PLAT IS TO ESTABLISH THE BOUNDARIES OF THE TRACT OF LAND DESCRIBED AT RECEPTION NO. 496876 AND TO ESTABLISH A NEW 4.5 ACRE TRACT TO BE EXCLUDED FROM SAID TRACT.

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE MONTHS 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.



RECORD PROPERTY DESCRIPTION:

Part of the Southwest Quarter of the Southeast Quarter and part of the Southeast Quarter of the Southwest Quarter of Section 31, Township 50 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado, described by metes and bounds as follows:
Beginning at a point from whence the brass cap witness corner to the South Quarter corner of said Section 31 bears South 88°41'51" East a distance of 45.82 feet (said witness corner being a distance of 14.5 feet North of said South Quarter corner); thence South 88°41'51" East 41.27 feet; thence North 0°20' East a distance of 666.50 feet to the Northwest corner of a tract described in Book 249 at Page 454 of the Chaffee County, Colorado records; thence South 84°40' East a distance of 526.0 feet; thence North 0°20' East a distance of 330.0 feet to the Northwest corner of a tract described in Book 317 at Page 322 of said Chaffee County records; thence South 84°40' East along the North boundary of said tract a distance of 800.0 feet, more or less, to the East line of the Southwest Quarter of the Southeast Quarter of said Section 31; thence North 0°13'35" East a distance of 271.31 feet to the Northeast corner of the said Southwest Quarter of the Southeast Quarter of said Section 31; thence North 84°28'40" West a distance of 2,643.78 feet to the Northwest corner of the Southeast Quarter of the Southwest Quarter of said Section 31; thence South 0°15'50" West a distance of 945.60 feet along the West line of the said Southwest Quarter of the Southeast Quarter; thence South 88°41'51" East a distance of 662.2 feet along the North boundary of a tract described in Book 337 at Page 38 of said Chaffee County records; thence, same corner, a distance of 417.4 feet along the North boundary of a tract described in Book 324 at Page 216 of said Chaffee County records; thence South 1°12'51" West a distance of 361.7 feet along the East boundary of said tract to the point of beginning.

LESS AND EXCEPT all lots in Shavano Vista Subdivision per Plat thereof filed October 17, 1966, in the Office of the Chaffee County Clerk and Recorder under Reception No. 122546 and per the Amendment to said Plat filed in said office March 18, 1968, under Reception No. 127510.
LESS AND EXCEPT that portion of subject property as described in Decree recorded August 8, 1985 in Book 473 at Page 570 and as depicted on the plat of Mesa Village Subdivision Filing No. 2 recorded August 4, 1974 as Reception No. 144486.

(SEE GENERAL LAND SURVEYOR'S NOTE 5)

LAND SURVEY PLAT DEPOSIT:

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

CHAFFEE COUNTY CLERK & RECORDER

Added tie to witness corner: 12/23/24 M.K.H.
Additions: 12/19/24 M.K.H.
Revised 4.5 Ac. tract w/90° angles at SE & NE corners: 11/16/24 M.K.H.
Corrected 10/15/24 4.5 Ac. tract boundary dimensions: 11/14/24 M.K.H.
Revised 4.5 Ac. tract boundary: 10/15/24 MKH

5-H LLC LAND SURVEY PLAT

In the SW1/4 SE1/4 & SE1/4 SW1/4 of SECTION 31, TOWNSHIP 50 NORTH, RANGE 9 EAST, CHAFFEE COUNTY, NEW MEXICO PRINCIPAL MERIDIAN, COLORADO

DESIGNED: HENDERSON LAND SURVEYING CO., INC.
208 G STREET, SALIDA, COLORADO

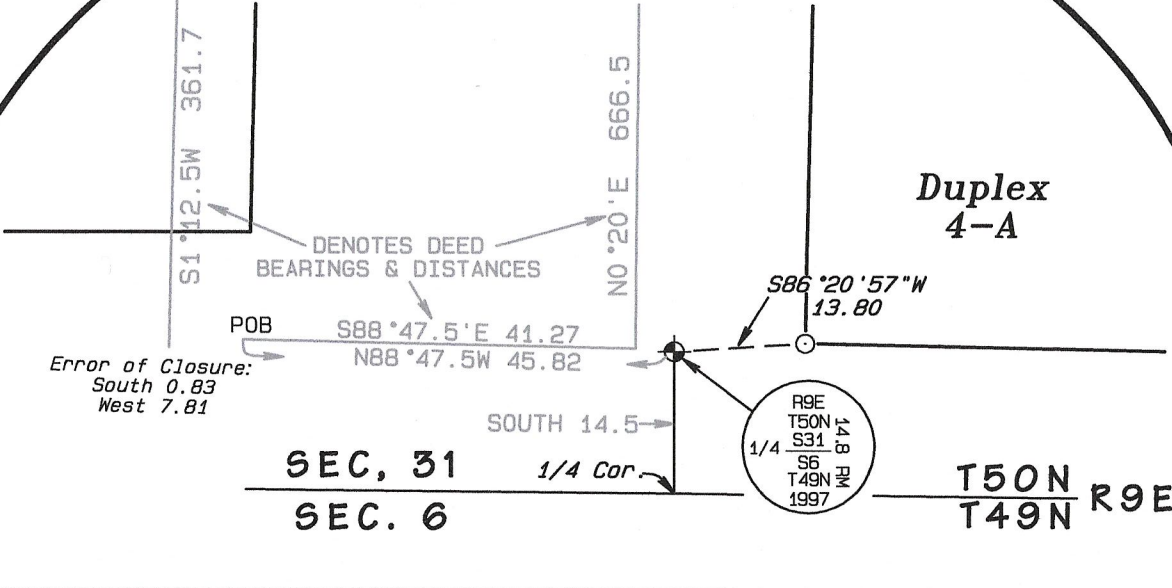
DRAWN BY: B.S.H. TWO CAD
M.K.H.

CHECKED: DATE: 8/1/24 DRAWING NO. L-24-38

Field Book: 5346 Pages 62-65

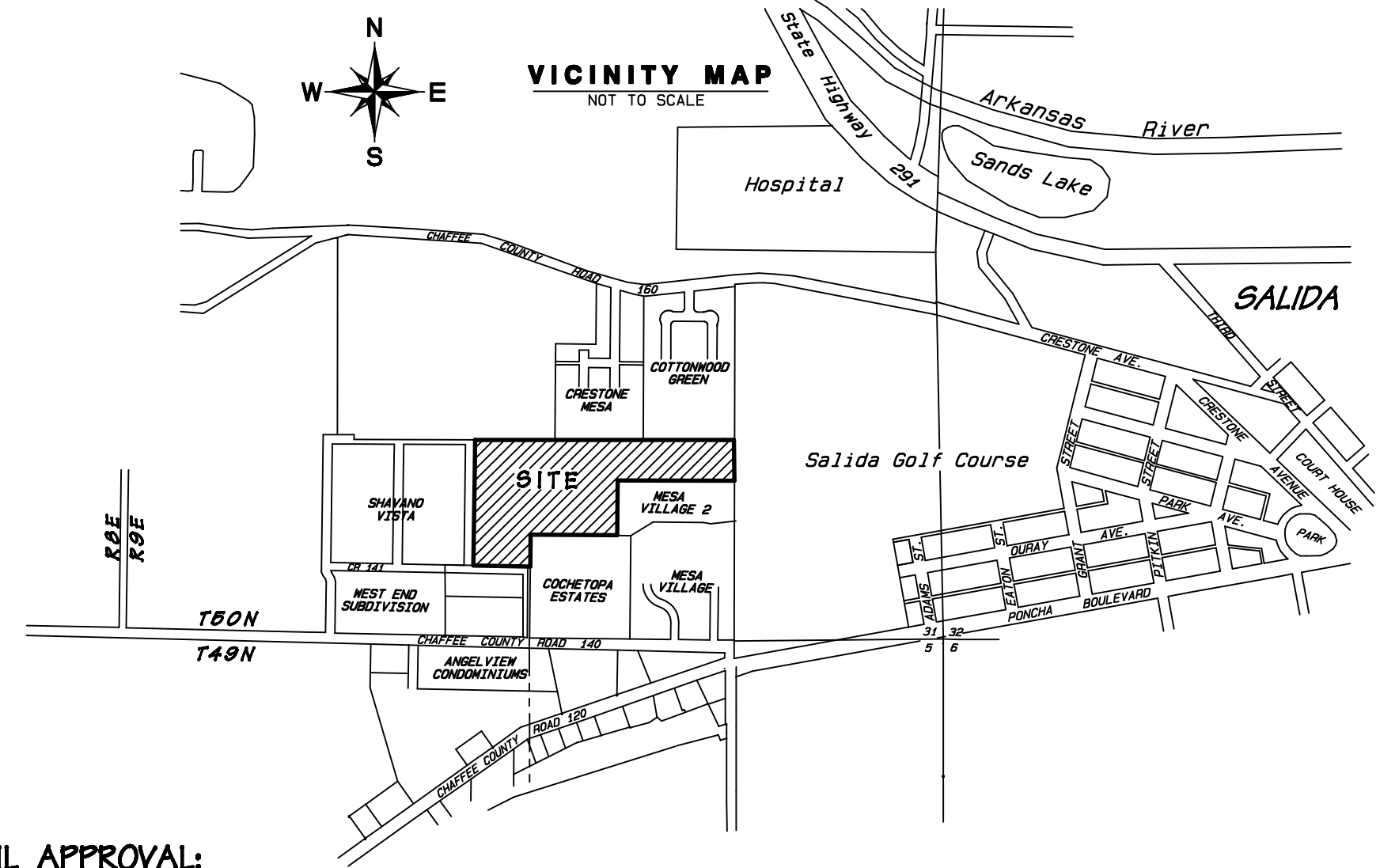
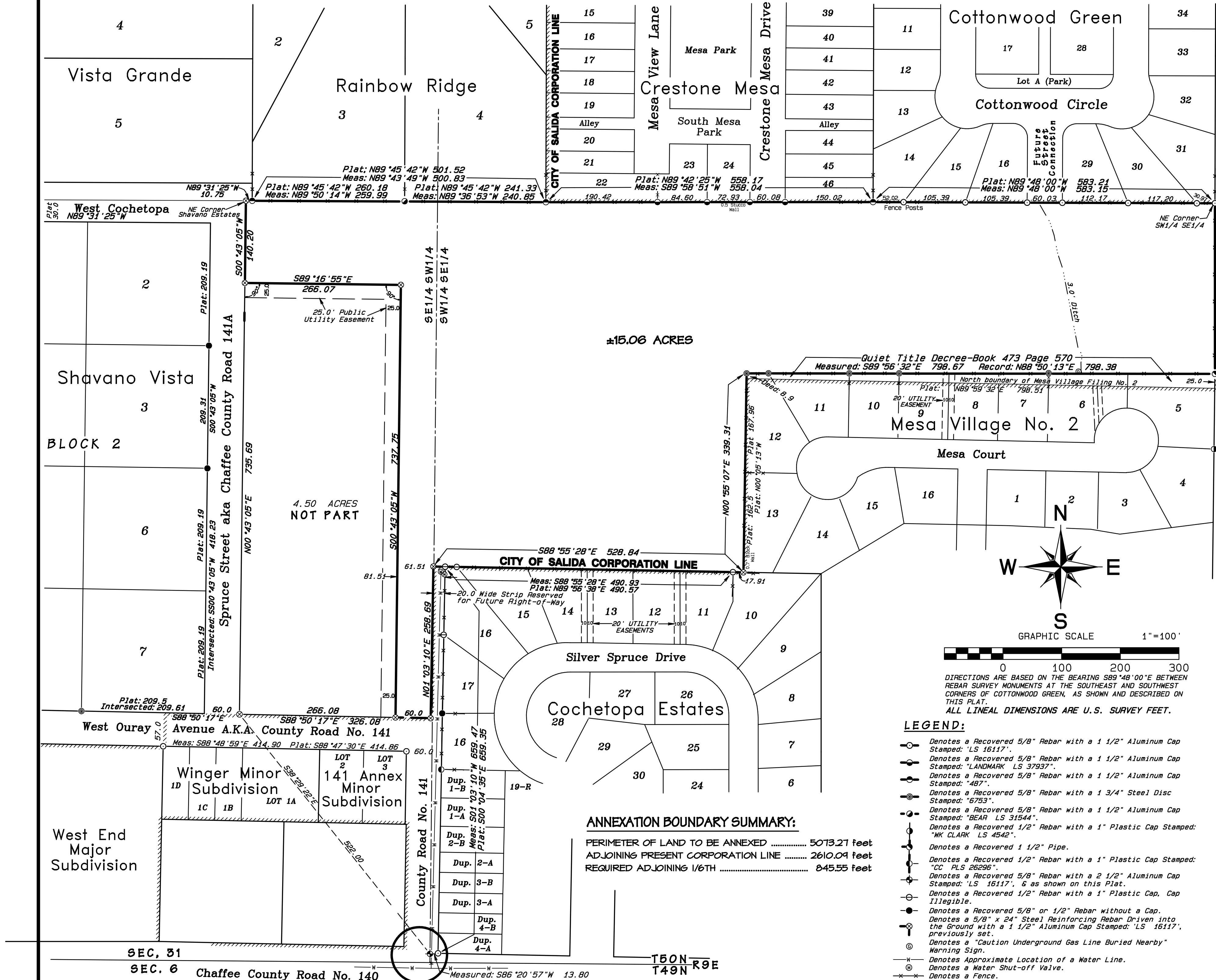
DETAIL

SCALE: 1 INCH = 20 FEET



5-H LLC ANNEXATION PLAT

FOR A TRACT LOCATED IN THE
SW1/4 SE1/4 & SE1/4 SW1/4 OF SECTION 31, TOWNSHIP 50 NORTH, RANGE 9 EAST, NEW MEXICO PRINCIPAL MERIDIAN
CHAFFEE COUNTY, COLORADO



CITY COUNCIL APPROVAL:

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

AND
WHEREAS, THE CITY COUNCIL BY RESOLUTION ADOPTED _____, 202____, DETERMINED THAT THE ANNEXATION APPLICATION SUBSTANTIALLY COMPLIED WITH THE REQUIREMENTS OF SECTION 30-12-107(1), C.R.S.; AND
WHEREAS, AFTER PUBLISHED NOTICE AND PUBLIC HEARING ON _____, 202____, AS REQUIRED BY SECTION 31-12-108, C.R.S., THE CITY COUNCIL ADOPTED RESOLUTION NUMBER _____ (SERIES OF 202____), DETERMINING THAT THE ANNEXATION SATISFIED THE REQUIREMENTS OF SECTION 31-12-104 AND 105, C.R.S., AND THAT AN ANNEXATION ELECTION WAS NOT REQUIRED;

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

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

A tract of land located in the Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4) and the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) of Section 31, Township 50 North Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado, being more particularly described as follows:
Commencing at the Southeast corner (5/8-inch rebar with a 1 1/2-inch aluminum cap stamped LS 16117) of Shavano Vista Subdivision (Reception No. 122546), from whence the witness corner (5/8-inch rebar with 2 1/2-inch aluminum cap stamped 1/4 TSON R4E S31 over 56 T44N, 1447, 14.8 RM LS 16117) to the South 1/4 corner of said Section 31 bears South 88°24'22" East 522.00 feet (South 1/4 corner is South 14.8 feet from witness corner), thence South 88°50'11" East along the North boundary of Chaffee County Road No. 141, a distance of 266.08 feet to the point of beginning of the tract herein described, said point being marked by a 5/8-inch rebar with a 1 1/2-inch aluminum cap stamped LS 16117; thence proceeding around the tract, continuing South 88°50'11" East along said north county road boundary, 60.0 feet to a point on the West boundary of Cochetopa Estates, a subdivision located within the City of Salida; said point being marked by a 5/8-inch rebar with a 1 1/2-inch aluminum cap stamped LS 16117; thence North 01°03'10" East 258.64 feet to another 5/8-inch rebar with a 1 1/2-inch aluminum cap stamped LS 16117 at the Northwest corner of said subdivision; thence South 88°55'28" East along the North boundary of Cochetopa Estates 528.84 feet to a 5/8-inch rebar with a 1 1/2-inch aluminum cap at the Southwest corner of Mesa Village No. 2, a subdivision located within the City of Salida; thence North 02°55'07" East along the West boundary of said Mesa Village No. 2 and a projection northerly, a distance of 344.31 feet to a 5/8-inch rebar with a 1 3/4-inch steel disc stamped 6753 at the Northwest corner of that certain tract of land described in Quiet Title Decree recorded in Book 473 at Page 570 of the Chaffee County records; thence South 84°56'32" East along the monumented north boundary of said tract described in quiet title decree a distance of 148.61 feet to a 1 1/2-inch pipe, being a point on the monumented East boundary of the said SW1/4 SE1/4 of Section 30; thence North 00°01'18" East along said monumented east boundary, a distance of 240.46 feet to a 5/8-inch rebar with a 1 1/2-inch aluminum cap stamped LS 16117 at the Southeast corner of Cottonwood Green, a subdivision located within the City of Salida; thence along the monumented north boundary of the SW1/4 SE1/4 and SE1/4 SW1/4 the following: First North 84°48'00" West 583.15 feet to a 5/8-inch rebar with a 1 1/2-inch aluminum cap stamped 487 at the South-west corner of said Cottonwood Green, being common with the Southeast corner of Crestone Mesa, a subdivision located in the City of Salida; thence North 84°58'51" West 558.04 feet to another 5/8-inch rebar with a 1 1/2-inch aluminum cap stamped 487 at the Southwest corner of said Crestone Mesa, said corner being common with the Southeast corner of Rainbow Ridge, a subdivision located within Chaffee County; thence North 84°43'44" West 500.83 feet to another 5/8-inch rebar with a 1 1/2-inch aluminum cap stamped 487 at the Southwest corner of said Rainbow Ridge, being common with the Southwest corner of Vista Grande, a subdivision located within Chaffee County; AND thence North 84°13'25" West 10.75 feet to a 5/8-inch rebar with a 1 1/2-inch aluminum cap stamped LS 16117 at the Northeast corner of Shavano Vista Subdivision; thence leaving said monumented north boundary of the SE1/4 SW1/4, South 00°43'05" West along the East boundary of Spruce Street in said Shavano Estates, a distance of 140.20 feet to a 5/8-inch rebar with a 1 1/2-inch aluminum cap stamped LS 16117; thence South 84°16'55" East 266.07 feet to another 5/8-inch rebar with a 1 1/2-inch aluminum cap stamped LS 16117; thence South 00°43'05" West 151.35 feet to the point of beginning.

Containing 15.06 Acres.

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

APPROVED THIS _____ DAY OF _____, 202____.

BY: _____
MAYOR OF THE CITY OF SALIDA

OWNERS:

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

OWNERS CERTIFICATE:

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

5-H LLC, A COLORADO LIMITED LIABILITY COMPANY

L. Britt Hughes, Manager

STATE OF COLORADO | ss

COUNTY OF CHAFFEE | ss

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

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES _____

NOTARY PUBLIC: _____

ADDRESS: _____

CITY OF SALIDA CLERK'S CERTIFICATE:

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

CITY CLERK _____

CHAFFEE COUNTY CLERK & RECORDER'S CERTIFICATE:

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

CHAFFEE COUNTY CLERK AND RECORDER _____

LAND SURVEYOR'S CERTIFICATE:

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

GENERAL LAND SURVEYOR'S NOTES:

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

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

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.



Council Action Form

Department	Presented By	Date
Fire	Aaron Jonke - Fire Chief	July 1, 2025

Agenda Item

Resolution 2025-28: A Resolution of the City Council of the City of Salida, Colorado, Approving an Amendment to the Intergovernmental Agreement with the South Arkansas Fire Protection District to Establish a Division Chief of Wildfire Position.

Background

The City of Salida and the South Arkansas Fire Protection District entered into an Intergovernmental Agreement (IGA) effective January 1, 2025, to coordinate fire protection services. To enhance wildfire preparedness and response, the Parties have amended the IGA to create a Division Chief of Wildfire (DCW) position. This role will be staffed by the City and reimbursed by the District through a pass-through payment structure. The DCW will focus on wildfire mitigation, planning, and operational readiness, under the direction of the Fire Chief, and represents a strategic step in strengthening regional fire service capabilities.

Recommendation

Staff recommends adoption of Resolution 2025-28

Fiscal Impact

There is no fiscal impact.

Motion

A City Councilmember should state "I move to _____ Resolution 2025-28 A Resolution of the City Council of the City of Salida, Colorado, Approving an Amendment to the Intergovernmental Agreement with the South Arkansas Fire Protection District to Establish a Division Chief of Wildfire Position", followed by a second and a roll call vote.

**City Of Salida, Colorado
Resolution No. 28
Series of 2025**

A Resolution of the City Council of the City of Salida, Colorado, A Resolution of the City Council of the City of Salida, Colorado, Approving an Amendment to the Intergovernmental Agreement with the South Arkansas Fire Protection District to Establish a Division Chief of Wildfire Position

WHEREAS, the City of Salida and the South Arkansas Fire Protection District are parties to an Intergovernmental Agreement (IGA) dated January 1, 2025, for the provision of fire protection services; and

WHEREAS, the Parties desire to amend the IGA to establish a Division Chief of Wildfire (DCW) position to enhance wildfire response and preparedness; and

WHEREAS, the Division Chief of Wildfire position will be staffed and employed by the City of Salida, with the cost of the position reimbursed by the District through a pass-through payment arrangement; and

WHEREAS, the creation of the Division Chief of Wildfire position is intended to improve fire service delivery and wildfire mitigation efforts within the City and the District.

Now, therefore, be it resolved by the City Council of the City of Salida, Colorado that:

1. The City Council hereby approves the amended Intergovernmental Agreement with the South Arkansas Fire Protection District, effective July 2, 2025, to establish the Division Chief of Wildfire position.
2. The Mayor is authorized to execute the amended IGA on behalf of the City of Salida.
3. City staff are directed to implement the provisions of the amended IGA, including the hiring and oversight of the Division Chief of Wildfire in accordance with the terms set forth therein.

Resolved, Approved and Adopted this 1st day of July 2025

City of Salida, Colorado

By _____
Mayor

[SEAL]

[ATTEST] _____
City Clerk/Deputy City Clerk

Amended and Restated Intergovernmental Agreement Between the South Arkansas Fire Protection District and the City of Salida

This Amended and Restated Intergovernmental Agreement ("IGA") is entered into July 1, 2025 and is between the CITY OF SALIDA, a legal subdivision of the State of Colorado ("City"), and the SOUTH ARKANSAS FIRE PROTECTION DISTRICT, a duly organized special district and governmental entity within the State of Colorado ("District"). The City and District are collectively referred to as "the Parties" in this IGA.

WHEREAS, the City and District are Parties to an Intergovernmental Agreement ("Prior IGA") dated and effective as of January 1, 2025 related to staffing, facilities, and other services and matters related to operations and services for the South Arkansas Fire Protection District; and

WHEREAS, the Parties desire to amend the Prior IGA to add a Division Chief of Wildfire ("DCW") position as one of the services under the IGA to be staffed by the City, with the cost for staffing the DCW position to be paid for by the City and reimbursed by the District as a pass-through payment separately from annual payments.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the Parties agree as follows:

Section 1: Parties Agree to:

1. **Safe Staffing Cooperation:** The City and the District will collaborate to determine the necessary staffing levels to perform functions and services for both parties. At a minimum, this shall include 9 firefighters, 3 fire Captains or Lieutenants, 1 Assistant Chief, 1 Fire Chief, and additional staff as needed for administration, human resources, payroll, firefighter training, and the maintenance of equipment, vehicles, and property.
2. **Fire Chief:** The individual serving as the Fire Chief of the City Fire Department shall also serve as the Chief of the South Arkansas Fire Protection District ("Fire Chief"). The South Arkansas Fire Protection District shall have input into the hiring and retention of the Fire Chief. The Board of the South Arkansas Fire Protection District ("Board" or "District Board") shall be given sufficient time and ability to take necessary steps to ensure that any applicable Fire Chief hiring process(es) complies with the legal requirements that apply to the District including of the Colorado Open Meetings Law, Part 4, Article 6 of Title 24, C.R.S., and the Public Records Act, Article 72 of Title 24, C.R.S. Additionally, the District Board shall have the opportunity to meet and confer with the City Administrator as necessary to fire protection services and the performance of the Fire Chief, and with the City Council, or the City Administrator as authorized by City Council, to discuss and address any issues or concerns related to

this IGA, future amendments to this IGA, or other agreements between the City and District. These meetings may be convened at the request of the Board or the City Administrator.

3. **DCW Position.** In addition to the other staffing requirements on this Section 1, the Parties agree to establish a Division Chief of Wildfire (“DCW”) position, to be staffed by and employed by the City when/if it is deemed necessary by the District. The DCW job duties shall be as directed and established by the Fire Chief. The employee selected for the DCW position shall be hired by the Fire Chief and shall be held to the same disciplinary standards as any other fire department personnel. Notwithstanding any other provision of this IGA, the DCW position may be eliminated upon a minimum of thirty (30) days advance written notice provided to the City by the District. As the supervising agency, the City shall have the authority to remove the hired DCW from the position if the employee fails to meet the standards as set forth by the Fire Chief.
4. **Equipment and Vehicles:** Each party may use firefighting equipment and vehicles owned by the other party to respond to emergency calls within the City or the District.
5. **Maintenance Responsibilities:** Each party is responsible for funding maintenance, parts, and repairs on their fire equipment and apparatus. The Fire Chief or their designee shall coordinate repairs, which shall be done promptly to ensure adequate emergency response services can be provided. The need for major repairs to District-owned equipment or apparatus, or the need for replacement of District-owned equipment or apparatus shall be reported to the District Board of Directors by the Fire Chief within a reasonable timeframe. Any costs for parts and maintenance that exceed the District’s approved annual budget designated for such purposes must be pre-approved by the District, unless needed immediately in the event of an emergency.
6. **Insurance:** Each party shall maintain liability and property insurance with adequate coverage on their equipment and vehicles. Proof of insurance shall be shared among the parties.
7. **Out-of-District Deployment:** The parties agree that deployment of District-owned equipment for provision of fire protection services outside of the District’s or City’s service area including on state and federal lands (“Out-of-Area FPS”) should continue as appropriate and is considered to be generally authorized by the District Board, subject to the Fire Chief’s reasonable discretion as discussed below in this paragraph. Pursuant to such continuing general authorization of the District Board, the Fire Chief, within his reasonable discretion and subject to adequate equipment, shall authorize the deployment of District or City firefighting equipment and apparatus for Out of Area

FPS. The Fire Chief shall report these deployments to the District Board of Directors within a reasonable timeframe.

8. **Workforce Housing:** To the extent possible, both parties will work cooperatively to endeavor to utilize the property at 124 E Street to address workforce housing for firefighters and storage of firefighting equipment and apparatus. Nothing herein, however, should be interpreted to constraint City Council(s) from directing an alternate use of such City asset or making a different budgetary, fiscal or operational decision.
9. **Apparatus Reserve Fund and Contributions:** Each party shall maintain its own Apparatus Reserve Fund, which shall be used exclusively for the purchase and outfitting of structural firefighting apparatus.
 - a. The City will make annual contributions to the City's Apparatus Reserve Fund. These contributions are subject to the availability of funds within the City's budget and contingent upon City Council approval.
 - b. The District will make an annual contribution to its Apparatus Reserve Fund, in an amount equal to 20% of the City's annual contribution or \$30,000 per year, whichever is less. These contributions are contingent upon the City making its contribution for that year and is subject to the availability of funds within the District's budget.

Both parties shall contribute annually to their respective funds and report their contributions to each other on or before January 31st of each year.

10. **Joint Planning Study and Implementation Fees:** Both parties agree to collaborate in funding and implementing a planning study aimed at improving fire service delivery to the community. This joint effort will be undertaken when funding is available, ensuring that both parties contribute resources and expertise to enhance the effectiveness and efficiency of fire services.
11. **Consolidation:** Both parties will cooperatively investigate the possibility of consolidating into a single district with the intention to increase fire service efficiency and effectiveness for the community.

Section 2: The City Agrees to:

1. **Staffing:** The City will recruit, employ, manage, train, and maintain sufficient staffing as determined by Section 1, Paragraph 1. Staffing levels shall not be reduced below the current levels stated in Section 1 Paragraph 1 during the term of this IGA.
2. **Fire Services:** The City shall provide the District with the following fire services:

- a. Emergency response to EMS calls, fire calls, vehicle accident calls, hazardous materials calls, and technical rescue calls.
 - b. Review of all new multifamily and commercial construction building plans within the District for compliance with applicable building and fire codes.
 - c. Fire inspections for commercial and multifamily buildings.
 - d. Such other services and duties, to be provided by the DCW position, as reasonably required and directed by the Fire Chief.
3. **Shared Firehouse Space:** The City shall provide the District with shared space at the Firehouse located at 611 Oak St, including space necessary for the Fire Chief and staff to administer the District, training, meeting spaces, and the boardroom.
4. **Housing Apparatus:** The City shall house District apparatus that can be properly staffed by on-duty personnel for the protection of the City and the District.
5. **Firefighter Compensation:** The City acknowledges the critical role and dedication of its firefighters and is committed to offering competitive compensation to attract and retain highly skilled personnel. In furtherance of this goal, and to the extent feasible within budgetary constraints, the City shall provide the following benefits and incentives to Staff:
- a. **Salary Step Structure:** Implementing a structured salary progression based on predetermined percentage increases, ensuring clarity and fairness in pay advancements.
 - b. **Midpoint Pay:** Striving to ensure firefighter salaries meet the midpoint pay levels for similar positions within Colorado, ensuring competitive compensation.
 - c. **Medical Trainer Position:** An existing Salida Fire Department staff member will be compensated to serve as a Medical Trainer, tasked with enhancing the medical skills and readiness of the department.
 - d. **Swift Water Trainer Position:** An existing Salida Fire Department staff member will be compensated to serve as a Swift Water Trainer, tasked with enhancing the swift water rescue skills and readiness of the department.
 - e. **Engineer:** Shall implement the rank of Engineer to provide qualified and certified emergency apparatus driver operators.
 - f. **Post-Employment Health Plan:** A Post-Employment Health Plan (PEHP) shall be established to provide a means for tax-free reimbursement for qualified medical expenses incurred by firefighters after retirement.

Section 3: The District Acknowledges and Agrees to:

- 1. **Annual Payment:** The District will pay the City an annual sum of \$250,000, in equal quarterly installments in March, June, September, and December for all services provided pursuant to this IGA. This amount shall only be renegotiated every 3 years in advance of and effective for each subsequent Renewal Term.

2. **Pass-Through Payments:** The District shall pay the City for Out-of-Area FPS on a pass-through basis, equal to the amount the District is paid by third parties for such services performed by assigned City staff or for any City-owned apparatus that may be deployed. Rates shall be set by The South Arkansas Fire Protection District. Pass-through payments under this paragraph shall include reimbursement by the District to the City for all of the costs incurred and paid by the City for maintaining the DCW position, inclusive of all benefits customarily provided to other firefighting staff and salary or wages as mutually agreed upon by the City and the District. DCW employment costs will be billed to the District quarterly in arrears.
3. **Utilities Payment:** The District shall be responsible for payment of utilities, including electricity, gas, water, and sewer, at 124 E Street. In the event 124 E Street ceases to be used for fire services, the City may request that the District pay a portion of utilities at 611 Oak Street.
4. **Fitness Equipment Contribution:** The District will make a one-time contribution of \$15,000 for fitness equipment at the Firehouse at 611 Oak Street in January 2025.
5. **Training Facility Contribution:** The District will make a one-time contribution of \$150,000 to the City after the completion of a live burn and training facility for firefighters. Following the termination or expiration of this IGA, the District may continue to use the training facility, subject to the terms of a subsequent agreement addressing the details and parameters of such use.

Section 4: Term, Termination, and Amendment

1. **Term:** This IGA shall be effective as of January 1, 2025, and shall remain in effect thereafter until January 1, 2028 (“Initial Term”). Following the Initial Term, this IGA will automatically renew on an annual basis as of January 1 of each calendar year (each a “Renewal Term”), unless terminated by either party upon six (6) months prior written notice to the other Party. The Initial Term and any Renewal Term are collectively referred to as the “Term.” This IGA shall be re-negotiated at least every three (3) years. This IGA may be terminated: (1) by the City or the District at the end of a Term by providing at least six (6) months advance written notice to the other Party; and (2) by either Party in the event of a material breach of the provisions of this IGA upon at least three (3) months advance written notice (“Breach Notice”) provided by a non-breaching Party of a material breach of a provision of this IGA by the other Party, subject to the breaching Party’s right to avoid termination by curing the breach (to the extent curable) to the satisfaction of the non-breaching Party within thirty (30) days of the Breach

Notice timeframe. This IGA shall continue in full force and effect until terminated or amended in accordance with the provisions of this Section.

2. **Amendment:** This IGA may be modified or amended only by a written agreement signed by both parties, and such modifications or amendments shall be subject to approval by the City Council of Salida and the Board of Directors of the South Arkansas Fire Protection District.

Section 5: Liability

1. **Indemnification:** To the extent authorized and permissible by law, the Parties agrees to indemnify, defend, and hold harmless the other Party, its officers, employees, agents, and contractors from and against any and all liability, claims, demands, and expenses, including court costs and attorney's fees, arising out of or related to the fire protection services performed by the City under this IGA, provided that such injury, loss, or damage is caused by the acts, omissions, or other faults of the Party or its officers, employees, agents, or contractors.
2. **Governmental Immunity:** Nothing in this IGA shall be construed as a waiver of any rights, protections, limitations, or privileges under the Colorado Governmental Immunity Act or any other applicable law. Additionally, no portion of this IGA shall create a duty of care or liability with respect to any non-party that did not previously exist.

Section 6: Funding Appropriated

Notwithstanding any other term or condition of this IGA, it is expressly understood and agreed that the obligation of any party for all or any part of the payment obligations herein, whether direct or contingent, shall only extend to payment of monies duly and lawfully appropriated for the applicable fiscal year for the purpose of this IGA by each party's respective governing body. Each party hereby represents to the other that all monies necessary to pay that party's obligations set out herein as of the date of execution of this IGA have been legally appropriated for the current fiscal year for the purpose of this IGA. In accordance with Article X, Section 20(4)(b) of the Colorado Constitution, this IGA shall neither create nor be construed to create any multiple-fiscal year direct or indirect debt or other financial obligation whatsoever.

The parties have executed this Amended and Restated Intergovernmental Agreement following approval by the City Council of Salida and by the Board of Directors of the South Arkansas Fire Protection District to take effect July 1, 2025.

Agreed to by the Parties:

CITY OF SALIDA, COLORADO

Attest:

Kristi Jefferson, City Clerk

By:_____
Dan Shore, Mayor

SOUTH ARKANSAS FIRE PROTECTION DISTRICT

By:_____
Harold Starbuck, President



City Council Action Form

Department	Presented By	Date
Administration	Christy Doon - City Administrator	July 1, 2025

Agenda Item

Resolution 2025-29: A Resolution of the City Council of the City of Salida, Colorado, Approving an Amendment to the Intergovernmental Agreement Establishing the Chaffee County Intergovernmental Housing Authority.

Background

The Governance IGA establishing the Chaffee Housing Authority was first adopted by its member jurisdictions, Chaffee County, Salida, and Buena Vista in October 2020, and amended in September 2024 via Resolution 2024-61. An amendment is being proposed to clarify the scope of the Board of Directors' responsibilities to clarify that supervisory duties extend only to the Executive Director, not to all agents and employees, as stated within Article IV, section (c)6.

(c) Duties of Board. It shall be the duty of the Board to govern the affairs of the Authority, to establish policies of the Authority, to comply with parts 1, 5, and 6 of C.R.S. § 29-1-204.5 as amended from time to time, and to exercise with due diligence and prudence the purpose and powers set forth herein, including, but not limited to the following:

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

Recommendation

The Chaffee County Board of Commissioners approved the recommended changes at their June 17th meeting, pending approval by the other member jurisdictions and a review by legal staff. Salida Staff is recommending the Council approve the proposed amendment, attached.

Fiscal Impact

There is no fiscal impact. This amendment does not affect the funding agreement in place through 2026.

Motion

A City Councilmember should state "I move to _____ Resolution 2025-29: A Resolution of the City Council of the City of Salida, Colorado, Approving an Amendment to the Intergovernmental Agreement Establishing the Chaffee County Intergovernmental Housing Authority.", followed by a second and a roll call vote.

**City Of Salida, Colorado
Resolution No. 29
Series of 2025**

Resolution 2025-29: A Resolution of the City Council of the City of Salida, Colorado, Approving an Amendment to the Intergovernmental Agreement Establishing the Chaffee County Intergovernmental Housing Authority

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

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

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

WHEREAS, on October 6, 2020 via Resolution 2020-35, the City Council approved the Establishing Intergovernmental Agreement for the Chaffee County Multijurisdictional Housing Authority, Repealing and Replacing Resolution 2020-3; and

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

Now, therefore, be it resolved by the City Council of the City of Salida, Colorado that:

1. The City Council incorporates the foregoing recitals as findings by the City Council.
2. The Second Amended and Restate Intergovernmental Agreement for the Chaffee County Multijurisdictional Housing Authority, attached as Exhibit A, is hereby approved, and the Mayor is further authorized to sign the Intergovernmental Agreement.

Resolved, Approved and Adopted this 1st day of July 2025

City of Salida, Colorado

By _____

Mayor

[SEAL]

[ATTEST] _____
City Clerk/Deputy City Clerk

SECOND AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE CHAFFEE COUNTY MULTIJURISDICTIONAL HOUSING AUTHORITY

This Second Amended and Restated Intergovernmental Agreement for the Chaffee County Multijurisdictional Housing Authority ("Agreement") is entered into as of the July __, 2025, by and among the Board of County Commissioners of Chaffee County, Colorado ("County"); the Town of Buena Vista ("Buena Vista"); and the City of Salida ("Salida") (collectively, the "parties") each of which is a political subdivision of the State of Colorado.

Recitals

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

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

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

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

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

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

The County, Buena Vista, and Salida recognize the benefits and advantages obtained by working together to establish and create a multijurisdictional housing authority to provide attainable and affordable housing projects or programs for local low or moderate income families and for employees of local employers. Thus, these jurisdictions participated with one another to establish a multijurisdictional housing authority pursuant to C.R.S § 29-1-204.5, to serve the interests of residents of the County, Buena Vista and Salida, by entering into an Intergovernmental Agreement

dated October 15th, 2020 (recorded with the Chaffee County Clerk and Recorder's Office at Reception Number 463772) (the "Authority IGA"), which was subsequently amended and restated on November 13th, 2024 (recorded at Reception Number 496662).

The parties now desire to amend and restate the Authority IGA to modify the duties of the Board.

NOW THEREFORE, the parties desire to incorporate the above recitals into this Agreement and in consideration of the terms set forth herein, hereby mutually agree as follows:

ARTICLE I

Name

The name of the multijurisdictional housing authority shall be the "Chaffee Housing Authority," a Multijurisdictional Housing Authority (the "Authority").

ARTICLE II

Purpose

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

ARTICLE III

Boundaries

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

ARTICLE IV

Establishment and Organization of Governance

(a) Governance. The Authority shall be governed by a Board of Directors ("Board"). All legislative power of the Authority is vested in the Board as described below.

(b) Board of Directors. The Board shall be composed of nine (9) members. The County shall appoint three (3) members and Buena Vista and Salida shall each appoint two (2) members to the Board and two (2) members-at large shall be appointed by the Authority's Board upon the approval of a majority of the Member Jurisdictions. Each party shall be responsible for identifying its member(s) to the Board and deciding if it shall be an elected official, staff, or a designated member from the community.

(c) Duties of Board. It shall be the duty of the Board to govern the affairs of the Authority, to establish policies of the Authority, to comply with parts 1, 5, and 6 of C.R.S. § 29-1-204.5 as amended from time to time, and to exercise with due diligence and prudence the purpose and powers set forth herein, including, but not limited to the following:

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

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

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

All members of the Board must be residents of Chaffee County and shall have reached the age of 18 years of the effective date of their appointment. A minimum of one (1) appointed member of the Board shall be a person with lived experience that includes prior or current housing insecurity within Chaffee County. The parties shall determine which member shall appoint such an individual; provided that if none of the parties appoint at least one such individual, this person shall be one of the members appointed by the Authority Board.

Members of the Board shall serve two-year terms, and are eligible for reappointment from the appointing jurisdiction at the end of each two-year term, with terms staggered such that approximately one half (50%) of the terms shall expire on January 31 of each year. If new jurisdictions are added as members, the terms of the board members will be established and staggered at the time the jurisdiction joins.

Any member appointed by jurisdiction may be removed from Board membership by their appointing jurisdiction whenever, in the appointing jurisdiction's judgment, it is in the best interest of the appointing jurisdiction or the Authority. Any at-large member may be removed from Board

membership through a majority vote of the Authority's Board of Directors whenever, in the Board's judgment, it is in the best interest of the Authority.

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

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

(e) Voting. Each member of the Board, or person serving as their formally assigned delegate, shall have one (1) vote on matters brought before the Board. The Board of Directors shall act only upon a duly executed vote of the Board Members. Each Director shall cast one vote. A vote of the Board shall be deemed duly executed if made by a majority of a quorum of Board Members present. A quorum shall consist of a majority of the Board Members.

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

1. condemnation of property for public use;
2. proposal of ballot initiatives;
3. creating, incurring, assuming, suffering or entering into any debt or indebtedness of any description whatsoever in the aggregate amount in excess of one million dollars;
4. the addition of a new jurisdiction; and
5. the termination of the Authority.

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

(g) Officers. The Board of Directors shall establish an Executive Committee composed of Board members, which will include four officers, Chair, Vice Chair, Secretary and Treasurer, who shall be elected or appointed annually by a majority vote of the full Board of Directors and will serve a one-year term in that officer role. A vacancy in any office may be filled by the Board by a majority vote of the full Board of Directors for the unexpired portion of the term. Any officer may be removed from their officer role by a majority vote of the Board of Directors whenever, in the Board's judgment, it is in the best interest of the Authority.

(h.) Duties.

- i. The Chair shall preside at all meetings and execute all legal instruments that have been authorized by the Board, on behalf of the Authority. The Chair shall perform all duties incident to the office of Chair and such other duties as may be established by the Board.
- ii. The Vice Chair shall serve as Chair in the event the Chair is absent or unable to fulfill the duties of Chair and when so acting shall have all the powers of and be

subject to all the restrictions upon the Chair. The Vice Chair shall perform such other duties as may be established by the Board.

iii. The Secretary shall be responsible for the minutes of the Board meetings, assure that all notices are duly given in accordance with the provisions of C.R.S. § 24-6-401, et seq. and fulfill other duties as may be established by the Board.

iv. The Treasurer shall be the financial officer for the Authority and shall oversee the preparation of the Authority's budget, oversee financial transactions, coordinate the Authority's annual audit, perform all duties incident to the officer of Treasurer, coordinate with the department of revenue regarding the collection of any sales and use tax authorized pursuant to C.R.S. § 29-1-204.5 and fulfill other duties as may be established by the Board. All checks written from an Authority bank account over \$15,000 shall require the signature of the Treasurer and the Chair or Vice Chair.

(i) New Members. The Board of Directors may approve other jurisdictions to join the multijurisdictional housing authority and redefine the Authority's boundaries to include the jurisdiction through a vote, with at least two thirds (66.67%) of the Board membership voting in approval and approval by the governing body of the prospective new member party and each then-existing party. Notwithstanding the foregoing, any new member joining the Authority shall be a governmental entity that is wholly situated within Chaffee County. The sitting Board will dictate the opting-in jurisdiction's financial contribution to the Authority, based on the same formula or rationale that establishes the current Authority's Parties' own contributions, and will require a resolution to be passed by the incoming jurisdictions governing body prior to entertaining such requests. If a new member joins the Authority, subject to the membership requirements herein, said new member will be represented by two (2) Board members, following the same process as stated herein at ARTICLE IV(b). The addition of any new member jurisdiction shall correspondingly increase the total number of Board members by two (2) members.

(j) Conflict of Interest. No member of the Board and no any immediate member of the family of any such member shall acquire or have any interest, direct or indirect, in (a) any property or project acquired, held, leased or sold by the Authority; or (b) any entity with whom the Authority has contracted with to plan, finance, construct, reconstruct, repair, maintain, manage or operate any property, project or program related to the Authority. If any Board member has such an interest, whether direct or indirect, he or she shall immediately disclose the same in writing to the Board, and such disclosures shall be entered upon the minutes of the Board. Upon such disclosure, such Board member shall not participate in any action by the Board affecting the project, property, or contract unless the Board determines that, in light of such personal interest, the participation of such member in any such act would not be contrary to the public interest, the affected member shall not vote in the Board's determination of a conflict of interest.

ARTICLE V

Source of Revenue

(a) Sources of Revenue. The possible sources of revenue for the Authority may include, but are not limited to, the following:

1. federal, state, local and private grants;
2. fees associated with property management and/or deed restriction management;
3. interest on interest-bearing accounts;
4. proprietary revenue of the parties in accordance with this Agreement;
5. sales and/or use taxes levied in accordance with this Agreement and other applicable law;
6. ad valorem taxes levied in accordance with this Agreement and other applicable law;
7. private donations;
8. development impact fees imposed in accordance with this Agreement and other applicable law; and
9. revenue or general obligation bonds issued in accordance with applicable law.

(b) Prerequisites for All Tax Levies and Impact Fees. The Authority shall not establish or increase any tax unless first submitted to a vote of the registered electors of the Authority in which the tax is proposed to be collected. Moreover, prior to levying any tax on any property within the boundaries of the Authority, the Board of Directors shall:

1. Adopt a resolution determining that the levying of such taxes will fairly distribute the costs of the Authority's activities among the persons and businesses benefited thereby and will not impose an undue burden on any particular group of persons or businesses; and
2. Obtain the prior written consent of the governing party or parties having jurisdiction over the property on which the taxes are proposed to be levied or imposed.

(c) Sales and Use Taxes. Any sales or use tax imposed or levied by the Authority on any transactions within the boundaries of the Authority shall not exceed the rate of one percent. Prior to levying any sales or use tax, the Authority shall designate the Treasurer who shall coordinate with the Colorado Department of Revenue regarding the collection, administration, and enforcement of any sales and use tax to be levied in the manner established by C.R.S. § 29-1-204.5, as it may be amended from time to time, and by other applicable law. The Authority shall apply the proceeds of all sales or use taxes solely towards the purposes, functions, or services authorized by this Agreement.

(d) Ad Valorem Taxes. The Authority may levy an ad valorem tax on all properties within the Authority's boundaries of the Authority at a rate not to exceed five mills on each dollar of valuation for assessment of the taxable property within such boundaries. To levy an ad valorem tax, the

Board shall certify to the Chaffee County Board of County Commissioners the levy of ad valorem property taxes in accordance with the schedule prescribed by C.R.S. § 39-5-128, as it may be amended from time to time. Thereafter, Chaffee County shall levy and collect the ad valorem taxes in the manner prescribed by law. All taxes levied under this Section, together with interest thereon and penalties for default in payment thereof, and all costs of collecting them shall constitute, until paid, a perpetual lien on and against the property taxed, and such lien shall be on a parity with the tax lien of other general taxes.

(e) Development Impact Fees. The Authority shall not impose a development impact fee unless it also imposes a sales or use tax or an ad valorem tax pursuant to this agreement, or both and in the manner established by C.R.S. § 29-1-204.5, as it may be amended from time to time. No development impact fee imposed by the Authority shall be imposed on the development, construction or permitting of low- or moderate-income housing or affordable employee housing. No impact fee shall be imposed by the authority without the prior written consent of the governing party or parties having jurisdiction over the property on which the impact fees are imposed. Any development impact fee imposed by the Authority shall not exceed the rate of two dollars (\$2.00) per square foot of gross floor area of any building constructed thereon.

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

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

ARTICLE VI

Powers and Functions

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

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

1. To plan, finance, acquire, construct, reconstruct, manage, and operate housing for households located within the jurisdiction of the Authority, in particular, low- to moderate-income households;
2. To plan, finance, acquire, construct, reconstruct, manage and operate housing programs for employees of employers located within the jurisdiction of the Authority;

3. To make and enter into contracts with any person, including, without limitation, contracts with state or federal agencies, private enterprises, and nonprofit organizations;
4. To employ agents and employees;
5. To cooperate with state and federal governments concerning the financing of housing projects and programs;
6. To acquire, hold, lease, (as lessor or lessee), sell, or otherwise dispose of any real or personal property, commodity, or service;
7. To condemn property for public use, if such property is not owned by any governmental entity or any public utility and devoted to public use pursuant to state authority; provided, however, that the use of the condemnation by the Authority shall occur with the concurrence of the participating local government jurisdiction where the proposed condemnation action is located;
8. To levy, in all of the area within the boundaries of the Authority, a sales or use tax, or both, upon every transaction or other incident with respect to which a sales or use tax is levied by the state, as more fully described in Article V(c) of this Agreement.
9. To levy, in all of the area within the boundaries of the Authority, an ad valorem tax; provided, however, that the use of taxing authority by the Authority shall occur only with the concurrence of all of the participating local government jurisdictions prior to submission for voter approval, as more fully described in Article V(d) of this Agreement.
10. To incur debts, liabilities, or obligations;
11. To sue and be sued in its own name;
12. To have and use a corporate seal;
13. To fix, maintain, and revise fees, rents, security deposits, and charges for functions, services, or facilities provided by the Authority;
14. To adopt, by resolution, bylaws or regulations respecting the exercise of its powers and the carrying out of its purposes;
15. To exercise any other powers that are essential to the provision of functions, services, or facilities by the Authority and that are specified in this Agreement;
16. To perform any act and things authorized by C.R.S. § 29-1-204.5, as may be amended from time to time, under, through, or by means of an agent or by contracts with any person, firm, or corporation;
17. To issue revenue or general obligation bonds according to state law;
18. To establish, and from time to time increase or decrease, a development impact fee and collect such fee from persons who own property located within the boundaries of the Authority who apply for approval for new residential, commercial, or industrial construction in accordance with applicable ordinances, resolutions, or regulations of any county or municipality as more fully described in Article V(e) of this Agreement. To establish enterprises for the ownership, planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, or operation or any combination of the foregoing, of housing projects or programs as authorized C.R.S. § 29-1-204.5, as may be amended from time to time, and by this section on the same

terms as and subject to the same conditions provided in C.R.S. § 43-4-605, as may be amended from time to time.

19. To propose a referred measure to the electorate providing that the Authority is authorized to collect and spend or reserve all revenues of the Authority from existing property and sales or use taxes, non-federal grants and other revenue sources in any given year or in perpetuity to fulfill any of the prescribed purposes of the Authority, notwithstanding any limitation set forth in Article X, Section 20 of the Colorado Constitution.

(b) Functions. The functions, duties, and emphasis for the Housing Authority as listed herein do not necessarily constitute a complete list; the Board of Directors may choose to work in other functional areas supportive of affordable and workforce housing. Likewise, the list is not intended to suggest that all the functions should be a part of the initial strategic administrative plan for the Authority; the type and number of functions will depend upon the direction of the Board of Directors and the capacity of the Housing Authority to engage in particular areas of work.

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

ARTICLE VIII

Status as a Separate Entity and Political Subdivision

The Authority shall be a political subdivision and a public corporation of the state, a governmental authority separate from the parties to the Agreement, and shall be a validly created and existing political subdivision and public corporation of the state, irrespective of whether a party withdraws (whether voluntarily, by operation of law, or otherwise) from such Authority subsequent to its creation under circumstances not resulting in the recession or termination of this Agreement, the Agreement establishing such Authority pursuant to its terms. It shall have the duties, privileges,

immunities, rights, liabilities, and disabilities of a public body politic and corporate. The Authority may deposit and invest its monies in the manner provided in C.R.S. §43-4-616. The bonds, notes and other obligations of the Authority shall not be the debts, liabilities or obligations of the contracting member governmental parties.

ARTICLE IX

Insurance

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

ARTICLE X

Provisions

- (a) Term. This Agreement shall continue in full force and effect until terminated in accordance with the provisions of subparagraph (c), below.
- (b) Amendment. This Agreement may be modified or amended only by action of the respective governing bodies of all Member Jurisdictions.
- (c) Termination. This Agreement may be rescinded or terminated by the approval of two thirds (66.67%) of the full Board. In the event of the rescission or termination of this Agreement and the dissolution of the Authority, all right, title, and interest of the Authority in General Assets (as hereinafter defined) of the Authority shall be conveyed to the Members who are such at the time of rescission or termination, as tenant-in-common subject to any outstanding liens, mortgages, or other pledges of such General Assets. The interest in the General Assets of the Authority conveyed to each Member shall be that proportion with the total dollar amount paid or contributed by such Member to the Authority for all purposes during the life of the Authority by all such Members during the life of the Authority. The term "General Asset" as used herein shall include all legal and equitable interests in real or personal property, tangible or intangible, of the Authority. Notwithstanding the foregoing, the right of the Board or the parties to terminate this Agreement shall be abrogated if the Authority has bonds, notes or other obligations outstanding at the time of the proposed termination unless provision for full payment of the same has been made by escrow or otherwise.

- (d) Withdrawal. Any Member may withdraw from the Authority, with the written consent and approval of the Member's governing body and with at least two thirds (66.67%) of the Board membership voting in approval, as of the end of any calendar year by giving written notice to the Authority at least 90 days prior to the end of such calendar year, provided that such withdrawing Member shall pay all of its obligations hereunder or any effective funding agreement to the effective date of its withdrawal. If a party withdraws from the Authority, the said party will lose its representation on the Board and that the total number of Board members shall decrease by the number of the party's Board members. Within 90 days of a party withdrawing, the remaining parties shall review this Agreement, the Funding Agreement and all pertinent agreement between the parties concerning the Authority and re-negotiate, redraft or amend the agreements as necessary to continue the duties and obligations of the Authority.
- (e) Funding Appropriated. Notwithstanding any other term or condition of this Agreement, it is expressly understood and agreed that the obligation of any party for all or any part of the payment obligations herein, whether direct or contingent, shall only extend to payment of monies duly and lawfully appropriated for the purpose of this Agreement by each party's respective governing body. Each party hereby represents to the other that all monies necessary to pay that party's obligations set out herein or effective funding agreement for the project as of the date of execution of this contract have been legally appropriated for the purpose of this Agreement.
- (f) Applicable Law. This Agreement shall be interpreted pursuant to the laws of the State of Colorado. The parties agree to comply with all applicable federal, state, and local statutes, charter provisions, ordinances, rules, regulations, and standards as are in effect at the time this agreement is executed.
- (g) Severability. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a term that will achieve the original intent of the parties hereunder.
- (h) Non Assignment. This Agreement may not be assigned, in whole or part, to any other organization or governmental entity without the prior written approval of all parties.
- (i) Venue. Venue for any litigation arising out of any dispute hereunder shall be in the Chaffee County District Court, State of Colorado.
- (j) Headings for Convenience. Headings and titles contained herein are intended for the convenience and reference of the parties only and are not intended to combine, limit, or describe the scope or intent of any provision of this Agreement.
- (k) No Waiver of Governmental Immunity Act. The parties hereto understand and agree that all parties, their commissioners, mayors, city councils, agents, and employees are relying on, and

do not waive or intend to waive by any provision in this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to that party.

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

[Remainder Intentionally Left Blank]

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

Chaffee County

By: _____

P.T. Wood, Chair

Chaffee County Board of County Commissioners

ATTEST:

Chaffee County Clerk & Recorder

Date: _____

Town of Buena Vista

By: _____

Libby Fay, Mayor

ATTEST:

Date: _____

City of Salida

By: _____

Dan Shore, Mayor

ATTEST:

Date: _____

Exhibit A

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

