



# CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	August 6, 2024

## **AGENDA ITEM**

Resolution 2024 - 46, A Resolution of the City Council of the City of Salida, Colorado Approving the a Memorandum of Understanding Between the City of Salida and Places to Age

## **BACKGROUND**

Places to Age, a 501c3, is brining forward a conceptual proposal for a senior housing development to include assisted living, memory care and potentially independent living, on an 8-acre portion of property owned by Salida Quality Farms, LLC and located off Meadowlark Drive west of the Angelview Subdivision. The conceptual plans also include a 4-acre park dedication to be combined with the adjacent park space proposed under the Angelview Planned Development.

The Places to Age wishes to enter into a Memorandum of Understanding (MOU) with the City of Salida to delineate agreed upon responsibilities throughout the process. The four components proposed to be included in the MOA are: 1) technical assistance; 2) funding; 3) fee waivers or reductions; and 4) miscellaneous items.

This MOU is not intended to, and does not, replace any of the conditions of development that are established through the annexation, zoning or subdivision process. The intent of this agreement is to clearly establish what each party has responsibility for throughout the review and development process.

## **RECOMMENDATION**

Staff believes the memorandum of Agreement will benefit the City as well as Places to Age. By clearly delineating the responsibilities of each entity, we should be able to address issues in a timely manner as they arise.

## **FISCAL IMPACT**

There is no fiscal impact.

## **MOTION**

A City Councilmember should state "I move to \_\_\_\_\_ Resolution 2024 - 46, A Resolution of the City Council of the City of Salida, Colorado Approving the a Memorandum of Understanding Between the City of Salida and Places to Age", followed by a second and a roll call vote.

**CITY OF SALIDA, COLORADO  
RESOLUTION NO. 46  
(Series of 2024)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA COLORADO,  
APPROVING THE MEMORADUM OF UNDERSTANDING BETWEEN THE CITY OF  
SALIDA AND PLACES TO AGE**

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

**WHEREAS**, the City recognizes the need for housing for all members of the community as well as the need to provide services to older citizens who require greater assistance as they age; and

**WHEREAS**, Places to Age is a non-profit organization that focuses on providing assisted living and memory care facilities to Chaffee County; and

**WHEREAS**, Places to Age has developed a project proposal for a senior housing development to potentially include independent living, assisted living, and memory care facilities within the City; and

**WHEREAS**, the City and Places to Age wish to enter into a Memorandum of Understanding ("MOU") to formally delineate agreed upon conditions and responsibilities that pertain to the future development of the Places to Age project; and

**WHEREAS**, it is the desire of the City Council to adopt this MOU between the City and Places to Age; and

**WHEREAS**, the City Council finds it in the best interest of the City to adopt the MOU, attached and incorporated herein, to guide the City and Places to Age through the development of this senior housing development project.

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

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

**Section 2.** The Memorandum of Understanding, attached and incorporated herein as Exhibit A, is hereby approved and adopted.

**RESOLVED, APPROVED AND ADOPTED** this 6<sup>th</sup> day of August, 2024.

CITY OF SALIDA

By \_\_\_\_\_  
Dan Shore, Mayor

[SEAL]

ATTEST: \_\_\_\_\_  
City Clerk/Deputy City Clerk

**MEMORANDUM OF UNDERSTANDING**  
**between the City of Salida and Places to Age Non-profit Corporation**

This Memorandum of Understanding (MOU) is made this \_\_\_\_ day of \_\_\_\_, 2024 between City of Salida ("City") and Places to Age, a Colorado non-profit corporation whose address is P.O. Box 502, Salida, CO 81201 ("Places to Age") :

**I. Recitals**

1. Places to Age is a non-profit corporation with the goal of bringing assisted living and memory care facilities to Chaffee County and has developed a project proposal for a senior housing development to include independent living, assisted living, and memory care facilities (the "Project");

2. The City of Salida and Places to Age wish to enter into this MOU to delineate agreed upon conditions and responsibilities that pertain to the future development of the Project;

3. The Project location is preliminarily identified as shown on "Exhibit A" attached; and

4. The Parties intend to bind themselves to the obligations stated in this Agreement.

**II. Understanding between the Parties**

5. The City agrees to establish one point of contact, Carolyn Poissant, Senior Planner, as the point of contact for the City to be available to provide Salida-specific information regarding the process. Places to Age agrees to provide Cheryl Brown-Kovacic as the point of contact.

6. The City further agrees to share examples of requests for proposals (RFPs) for construction and other samples to use as a guide and to complete the Annexation Impact report as requested by the County prior to the annexation public hearing by the City Council.

7. Places to Age agrees to utilize an architect/design team with expertise in senior housing and to contract with a programming/operations consultant with expertise in senior care facility management.

8. The City will assist with composing a template for letters of support ("LOS") for grant applications and helping to identify appropriate parties and entities to obtain LOS from. Additionally, the City will inform Places to Age of potential

funding sources and grant opportunities. The City is under no obligation, nor does it agree to provide any type of cash match for funding.

9. Places to Age will seek and apply for funding and grants for the Project available through a variety of sources, including other local entities and non-profits; state and federal programs; and private funders and foundations. Places to Age will further execute and comply with all applicable funding and grant requirements. Places to Age will complete, file, and obtain all applicable approvals for all contract reporting documentation.

10. Requests for fee waivers will be made by Places to Age, which fee waiver request shall be reasonably considered by the City Council during the applicable quasi-judicial land use hearings.

11. The City agrees to discuss options for flexibility in terms of the order and timing of required payments and submittals throughout the process of the Project, including completion of public improvements.

12. Through coordination with the City, Places to Age agrees to meet the intent of the City's Inclusionary Housing Ordinance. Places to Age will explore providing inclusionary housing within the Project through workforce housing, and/or independent living units.

13. By executing this MOU, the parties do not waive any immunity or limit liability contained in the Colorado Governmental Immunity Act; do not create a multi-year fiscal obligation; and do not create any other financial obligation not supported by a current appropriation.

14. This MOU does not create any rights in any individual not a party to this document.

CITY OF SALIDA

PLACES TO AGE

By: \_\_\_\_\_  
CITY ADMINISTRATOR

By: \_\_\_\_\_  
DIRECTOR

ATTEST:

\_\_\_\_\_  
CITY CLERK / DEPUTY CITY CLERK

# EXHIBIT A

## CONCEPTUAL PLAN TO SUPPORT ANNEXATION APPLICATION FOR SALIDA QUALITY FARMS, LLC / MEADOWLARK DRIVE



0 100 200  
1"=100'

PLACES TO ACE  
JOB #24004

DRAWN BY BILL HISSEY  
SAUDA, CO

6/18/24

SHEET 3 OF 4