



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Bill Almquist - Community Development Director	February 21, 2023

ITEM

Resolution No. 2023-10 Approving the Subdivision Improvements and Inclusionary Housing Agreement for the Salida Crossings Planned Development and Major Subdivision.

BACKGROUND:

The Salida Crossings Planned Development and Major Subdivision was approved by the City Council with the adoption of Ordinance 2022-25 and Resolution 2022-62 on December 20, 2022. Salida Crossings is a 22-lot, 92-unit residential project on 3.15 acres that was approved by major impact reviews. As part of the negotiations, the applicants agreed that they will build at least twenty-four (24) permanently deed-restricted affordable housing units within the development.

Vicinity Map

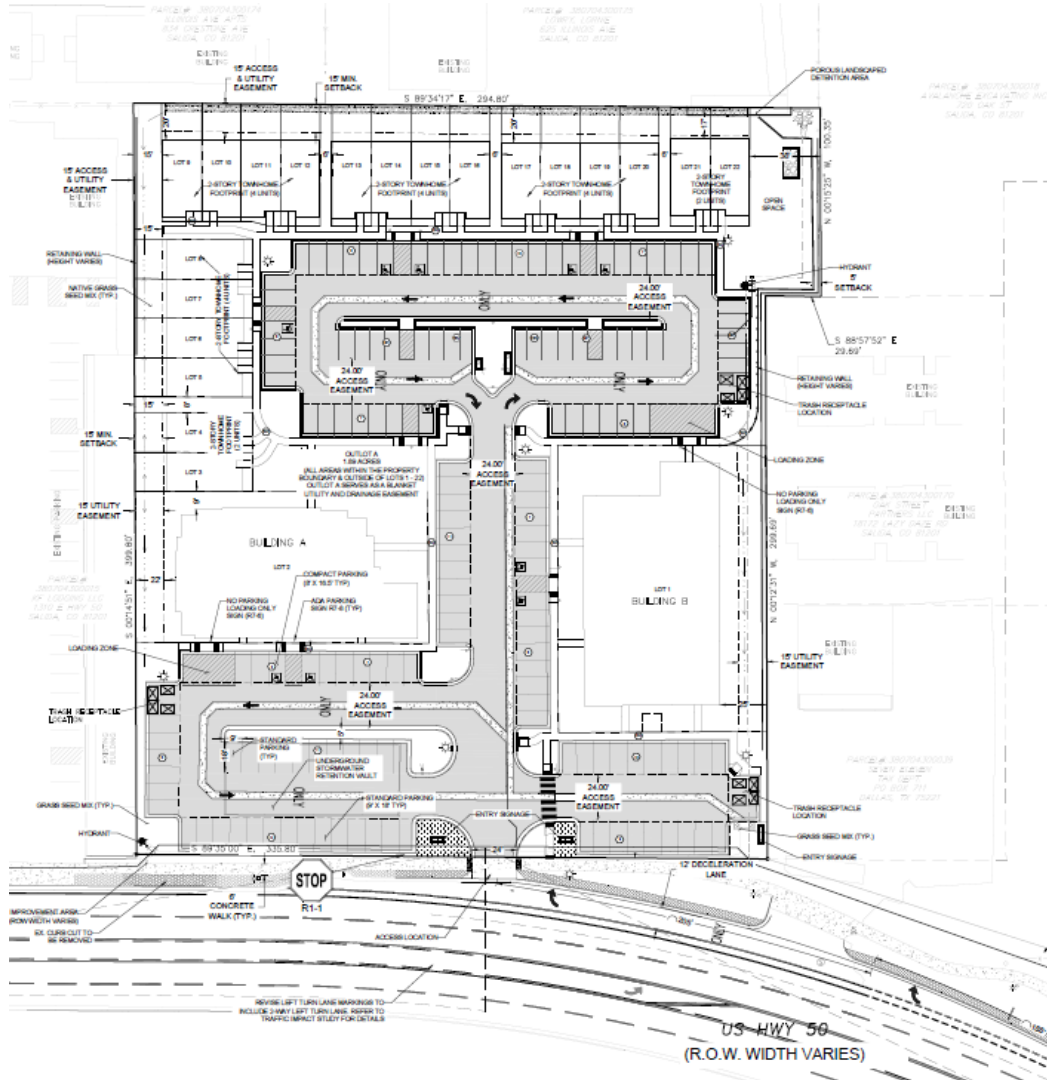




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Site Plan



DISCUSSION:

The attached agreement addresses the financial guarantees for the construction of public improvements for the project, fees required as part of previous improvements completed by the City, potential future cost reimbursements, as well as the particulars for implementing the City's inclusionary housing requirements. The particulars of these two main sections of the Salida Crossings Planned Development and Major Subdivision agreement are described below:



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SUBDIVISION IMPROVEMENTS AGREEMENT:

Section 16-2-60 of the Salida Municipal Code (SMC) requires a subdivision improvements agreement for subdivisions. Section 5 of the agreement sets the standard for the developer to put in place a financial guarantee in place for the public improvements which the City can utilize to complete the project in case of default by the developer. The amount of the financial guarantee generally must be 125% of the estimated cost; for Salida Crossings the amount is \$647,161.25. A letter of credit or warranty bond for this amount will be required prior to recording of any documents. Final civil sets, to be approved by staff, will also be required prior to recording of the SIA, the development plan, and the subdivision plat. This portion of the agreement also describes the construction and approval process; and the warranty timeline between approvals and when the City takes ownership and maintenance of the public facilities. Section 6 defines the projected construction schedule.

INCLUSIONARY HOUSING:

Article XIII of Chapter 16 of the Salida Municipal Code went into effect in November of 2018 with the adoption of Ordinance 2018-14. During the PD Amendment process, the applicant offered to provide a minimum of twenty-four (24) Inclusionary Housing units, based upon the proposed total of 92 units (26%), which was provided as a condition of approval (among others) for the project. The code requires the final agreement for how a developer will meet the requirements to be by agreement between the City and Developer. Section 7 specifically defines how the inclusionary housing responsibilities will be met.

STAFF RECOMMENDATION:

Staff recommends approval of the Subdivision Improvements and Inclusionary Housing Agreement for the Salida Crossings Planned Development and Major Subdivision.

SUGGESTED MOTION:

A council person should make the motion "I move to approve Resolution 2023-10 to approve the proposed subdivision improvements and inclusionary housing agreement for the Salida Crossings Planned Development and Major Subdivision."

Attachments:

- Resolution 2023-10



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- Subdivision Improvements and Inclusionary Housing Agreement for the Salida Crossings Planned Development and Major Subdivision
 - Ordinance 2022-25 Approving the Salida Crossings PD
 - Resolution 2022-62 Approving the Salida Crossings Major Subdivision
-

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 10
(Series 2023)**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO
APPROVING THE SUBDIVISION IMPROVEMENTS AND INCLUSIONARY
HOUSING AGREEMENT FOR THE SALIDA CROSSINGS PLANNED
DEVELOPMENT AND MAJOR SUBDIVISION**

WHEREAS, the property owner, BV Investments, LLC (Represented by Besnik Loucios, “Developer”) is the owner of the Salida Crossing Planned Development/Major Subdivision; and

WHEREAS, on December 20, 2022 the City Council approved Ordinance 2022-25 the Salida Crossings PD and Resolution 2022-62 for the Salida Crossings Major Subdivision which consists of twenty-two (22) lots and 92 units on the 3.15 acres (“Property”); and

WHEREAS, pursuant to Sections 16-2-60 of the Salida Municipal Code (“Land Use Code”) and the conditions set forth in Ordinance 2022-25 and Resolution 2022-62, the City and the Developer wish to enter into a Subdivision Improvements Agreement to set forth their understanding concerning the terms and conditions for the construction of the development’s public improvements and other improvements; and

WHEREAS, pursuant to Section 16-13-20(g) of the Land Use Code, certain residential developments must enter into an Inclusionary Housing Agreement with the City Council; and

WHEREAS, the City Council therefore now wishes to approve and execute a Subdivision Improvements and Inclusionary Housing Agreement with the Developer for the Salida Crossings Planned Development and Major Subdivision; and

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

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

The Subdivision Improvements and Inclusionary Housing Agreement for the Salida Crossings Planned Development and Major Subdivision, attached hereto and incorporated herein as “Exhibit A” is hereby approved.

RESOLVED, APPROVED AND ADOPTED on this 21st day of February, 2023.

CITY OF SALIDA, COLORADO

Mayor Dan Shore

(SEAL)
ATTEST:

City Clerk/Deputy City Clerk

Exhibit A

Subdivision Improvements and Inclusionary Housing Agreement

**SUBDIVISION IMPROVEMENTS AND INCLUSIONARY HOUSING AGREEMENT
(Salida Crossings Planned Development & Major Subdivision)**

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into this _____ day of _____, 2023, by and between the CITY OF SALIDA, COLORADO, a Colorado statutory city (“City”), and BV INVESTMENTS, LLC, a Texas limited liability company, (“Developer”) (each a “Party” and together the “Parties”).

Section 1 - Recitals

- 1.1 The Developer contends that it is the fee title owner of certain lands known as the Salida Crossings Planned Development and Major Subdivision (the “Project”), and more particularly described on attached **Exhibit A**, which is incorporated herein by this reference (the “Property”). The Property is located within the boundaries of the City.
- 1.2 The Developer received Planned Development overlay approval for a mixed-use commercial, apartment/condominium, and townhomes project on a 3.15 acre site zoned C-1 Commercial on December 20, 2022 when the City Council adopted Ordinance 2022-25 on second reading.
- 1.3 The above ordinance repealed and replaced Ordinance 2018-04 which was adopted by City Council on March 23, 2018 and which was eventually approved by Salida voters via a ballot on September 25, 2018 and certified on October 16, 2018. The ordinance went to the voters as a result of a valid petition asking for the ordinance to be decided upon by the electorate.
- 1.4 The Developer also received major subdivision approval for 22 lots, a private drive and common outlot on December 20, 2022 when City Council adopted Resolution 2022-62.
- 1.5 The development plan for the Planned Development was recorded on _____ at the reception number _____ of the Chaffee County Recorder’s Office.
- 1.6 The final subdivision plat was recorded on _____ at the reception number _____ of the Chaffee County Recorder’s Office.
- 1.7 Section 16-2-60 of the Salida Municipal Code requires that the applicants enter into a subdivision improvements agreement with the City. Pursuant to Section 16-13-20 (g) of the Land Use Code, residential developments must also enter into an inclusionary housing development agreement with the City Council, which may be part of a development improvements or subdivision improvements agreement. The agreement shall address the total number of units; the number of affordable units provided; standards for parking, density and other development standards for projects meeting the requirements; design

standards for the affordable units; and any restrictive covenants necessary to carry out the purposes of the inclusionary housing requirements.

- 1.8 Pursuant to Section 16-2-60 of the Land Use Code, the City and the Developer wish to enter into this Agreement to set forth their understanding concerning requirements of the Project including fees; provision of affordable housing, and on-site public improvements to be constructed and installed on the Property in association with the Developer's activities under any building permit issued under the Permit Application, if approved ("Building Permit").
- 1.9 The City wishes to advance development within municipal boundaries in accordance with the City of Salida Comprehensive Plan adopted April 16, 2013, as it may be amended.
- 1.10 The City has determined that this Agreement is consistent with the City of Salida 2013 Comprehensive Plan and all applicable City Ordinances and regulations.
- 1.11 The City and the Developer acknowledge that the terms and conditions hereinafter set forth are reasonable, within the authority of each to perform, and consistent with the City of Salida Comprehensive Plan.

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

Section 2 – Definitions

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

- 2.1 "Agreement" means this Subdivision Improvements and Inclusionary Housing Agreement. The Recitals in Section 1 above are fully incorporated into this Agreement and made a part hereof by this reference.
- 2.2 "Affordable Housing" means units that are deed restricted to be rented or sold to households earning no more than the varying percentages of the Area Median Income for Chaffee County as specified within Section 7 of this document and Section 16-13-20 of the Salida Land Use Code.
- 2.3 "Building Permit" means any building permit issued under the Permit Application, if approved.
- 2.4 "City" means the City of Salida, a Colorado statutory City.
- 2.5 "City Administrator" means the City Administrator of the City of Salida, and the City Administrator's designee.
- 2.6 "City Code" means the City of Salida Municipal Code.

- 2.7 “City Council” means the City Council of the City of Salida, Colorado.
- 2.8 “Dark Sky-Compliant” means lighting in compliance with Section 16-8-100 of the Land Use Code and intended to protect the night sky from nuisance glare and stray light from poorly aimed, poorly placed, poorly maintained, or poorly shielded light sources.
- 2.9 “Developer” means BV Investments, LLC, the owner of the Property, and shall include any successor(s)-in-interest, assigns and/or any subsequent owners of the Property who shall be obligated under the covenants and terms of this Agreement.
- 2.10 “Development” means all work on the Property required to transform the Property into the Salida Crossings Planned Development and Major Subdivision approved by the City by means of Ordinance 2022-25 and Resolution 2022-62. The term “Development” includes, without limitation, the demolition of existing structures; grading; construction of new structures; and construction of improvements, including without limitation streets, signage, landscaping, drainage improvements, sidewalks, utilities, and other improvements. When the context so dictates, the verb “Develop” may be used in place of the noun “Development.”
- 2.11 “Drainage Plan” means the drainage system designed for the subdivision in accordance with Section 16-8-60 of the Land Use Code.
- 2.12 “Easement Lands” means all real property to be dedicated to the City hereunder in the form of easements.
- 2.13 “Effective Date” means the date on which City Council adopted a resolution approving the execution of this Agreement. On the Effective Date, this Agreement will become binding upon and enforceable by the City and the Developer.
- 2.14 “Force Majeure” means acts of God, fire, abnormal or adverse weather conditions not reasonably anticipated, explosion, riot, war, labor disputes, terrorism, any written or oral order, directive, interpretation or determination made by any governmental entity having jurisdiction or any other cause beyond the applicable Party’s reasonable control. A lack of money or inability to obtain financing does not constitute Force Majeure.
- 2.15 “Land Use Code” means the City’s Land Use and Development Code, Title 16 of the City Code.
- 2.16 “Native Vegetation” means “native plant” as defined in the Colorado Noxious Weed Act, C.R.S. § 35-5.5-103(15).
- 2.17 “Noxious Weed” takes the meaning given to that term in the Colorado Noxious Weed Act, C.R.S. § 35-5.5-103(16).
- 2.18 “Other Required Improvements Warranty Period” means a period of two years from the date that the City Engineer or the City Engineer’s designee, in accordance with the terms

and conditions of paragraph 5.9 below, approves the Required Improvements that are not Public Improvements, and certifies their compliance with approved specifications.

- 2.19 “Performance Guarantee” means cash, a letter of credit, a cash bond, a performance bond, or other security acceptable to the City Attorney to secure the Developer’s construction and installation of the Required Improvements, in an amount equal to 125% of the estimated cost of said Required Improvements.
- 2.20 “Permit Application” means the Developer’s full and complete application for a building permit for any residential and/or commercial units to be constructed on the Property. The Permit Application is on file in the office of the City Administrator and is fully incorporated herein and made a part hereof by this reference.
- 2.21 “Property” means the land that is known as the “Salida Crossings Planned Development and Major Subdivision” and described in attached **Exhibit A**.
- 2.22 “Public Improvements” means Required Improvements constructed and installed by the Developer and dedicated to the City in accordance with this Agreement, including without limitation water mains, water service lines, water laterals, fire hydrants, and other water distribution facilities; irrigation lines and facilities; wastewater collection mains, lines, laterals, and related improvements; drainage facilities in public rights-of-way; handicap ramp improvements; and required curbs, sidewalks, and street improvements. The Required Improvements that are also Public Improvements are identified on attached **Exhibit B**.
- 2.23 “Public Improvements Warranty Period” means a period of one year from the date that the City Engineer or City Engineer’s designee, in accordance with the terms and conditions of paragraph 5.9 below, approves the Public Improvements and certifies their compliance with approved specifications.
- 2.24 “Reimbursable Costs and Fees” means all fees and costs incurred by the City in connection with the City’s processing and review of the Development Plan, Subdivision Plat, Permit Application and the Building Permit; and the City’s drafting, review, and execution of this Agreement.
- 2.25 “Required Improvements” means the public and other improvements that the Developer is required to make to the Property in association with the Developer’s activities under the Permit Application and the Building Permit, including without limitation improvements for roads, signage, landscaping, drainage improvements, sidewalks, and utilities.
- 2.26 “Subdivision Plat” means the Salida Crossings Major Subdivision of the Property approved by Resolution No. 2022-62.

- 2.27 “Water Facilities” means the water main, service line, and all other appurtenances and necessary components of the water distribution system to be constructed by the Developer to extend City water service to the Property.

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

Section 3 – Purpose of Agreement and Binding Effect

- 3.1 Salida Crossings Planned Development and Major Subdivision. The Salida Crossings Planned Development and Major Subdivision is a mixed-use project consisting of residential and commercial uses in conformance with specific requirements stated in Ordinance 2022-25 and Resolution 2022-62. The Developer intends to develop the project to include two mixed-use buildings containing 36 residential units each and a total of no more than 10,000 SF of commercial space, plus 20 townhomes. A minimum of 24 of the total 92 units shall be deed-restricted permanently per the requirements of Section 7 of this agreement.
- 3.2 Contractual Relationship. The purpose of this Agreement is to establish a contractual relationship between the City and the Developer with respect to the improvements the Developer is required to make to the Property in association with the Developer’s activities under the Permit Application and the Building Permit, and to establish terms and conditions for such improvements. The terms, conditions, and obligations described herein are contractual obligations of the Parties, and the Developer waives any objection to the enforcement of the terms of this Agreement as contractual obligations.
- 3.3 Binding Agreement. This Agreement benefits and is binding upon the City, the Developer, and the Developer’s successor(s). The Developer’s obligations under this Agreement constitute a covenant running with the Property.

Section 4 – Development of Property

- 4.1 The City agrees to the Development of the Property, and the Developer agrees that it will Develop the Property, only in accordance with the terms and conditions of this Agreement and all requirements of the City Code; Ordinance 2022-25; Resolution 2022-62; and all other applicable laws and regulations, including without limitation all City Ordinances and regulations, all State statutes and regulations, and all Federal laws and regulations.
- 4.2 The approval of the planned development and major subdivision by the City Council on December 20th, 2022 constitutes approval of the site specific development plan and establishment of vested property rights for the project per Section 16-2-20 of the Code. An established vested property right precludes any zoning or land use action by the City or pursuant to an initiated measure which would alter, impair, prevent, diminish, impose a moratorium on development, or otherwise delay the development or use of the property as set forth in the approved site specific development plan.

Section 5 – Terms and Conditions for Development of Property

- 5.1 Other Applicable Laws and Regulations. All terms and conditions imposed by this Agreement are in addition to and not in place of any and all requirements of the City Code as it may be amended, including without limitation the Land Use Code, and all other applicable laws and regulations, including all City Ordinances and regulations, all State statutes and regulations, and all Federal laws and regulations.
- 5.2 Submittals to and Approvals by City Administrator. Unless this Agreement specifically provides to the contrary, all submittals to the City in connection with this Agreement must be made to the City Administrator. In addition, unless this Agreement specifically provides to the contrary, the City Administrator and/or City Council must provide all approvals required of the City in connection with this Agreement.
- 5.3 Required Improvements. The Developer shall complete the construction and installation, at no cost to the City, of all public improvements required for the Development in compliance with Salida Municipal Code, the public improvements must be designed, built and installed in conformity with the City’s Public Works Manual and the City’s Standard Specifications for Construction (“Standard Specifications”), and must be designed and approved by a registered professional engineer retained by the Developer. A building permit shall not be issued nor shall building commence unless and until these conditions have been complied with. Attached **Exhibit B**, which is incorporated herein by this reference, provides a detailed list of the Required Improvements for which the Developer is responsible, along with the reasonably estimated costs of those Required Improvements, including both labor and materials. The Required Improvements must be designed, built, and installed in conformity with the City’s Standard Specifications for Construction, as of the Effective Date of this Agreement, and must be designed, approved, and stamped by a registered professional engineer retained by the Developer. Before the Developer’s commencement of construction or installation of the Required Improvements, the City Engineer or City Engineer’s designee must review and approve the drawings and plans for such improvements. In addition to warranting the Required Improvements as described in paragraph 5.9 below, the Developer shall perform routine maintenance on the Public Improvements for the duration of the Public Improvements Warranty Period and on the other Required Improvements for the duration of the Other Required Improvements Warranty Period. To the extent that the City becomes aware of new information about the Property not previously disclosed by the Developer, and notwithstanding anything to the contrary herein, the City reserves the right to require new obligations with respect to the Required Improvements for the Property.
- 5.3 Construction Standards. The Developer shall ensure that all construction is performed in accordance with this Agreement and with the City’s rules, regulations, requirements, criteria, and standards governing such construction, as they may be amended.

- 5.4 Observation of Development and Inspection of Required Improvements. The City may observe all Development on the Property, and may inspect and test each component of the Required Improvements. Consistent with Section 16-2-60(r) of the Land Use Code, the Developer shall reimburse the City for all costs associated with the City's observation of Development on the Property and inspection of the Required Improvements, and the City shall not give its written approval of the Required Improvements, as described in paragraph 5.6 below, until such costs have been reimbursed. Such observation and inspection may occur at any point before, during, or upon completion of construction.
- 5.5 City Engineer's Written Approval of Required Improvements. At the Developer's request, the City Engineer or the City Engineer's designee shall inspect the Required Improvements to ascertain whether they have been completed in conformity with the approved plans and specifications. The City Engineer or the City Engineer's designee shall confirm in writing the date(s) on which (i) individual Required Improvements have been completed in conformity with the approved plans and specifications, and (ii) all Public Improvements have been completed in conformity with the approved plans and specifications. The Developer shall make all corrections necessary to bring the Required Improvements into conformity with the approved plans and specifications.
- 5.6 Performance Guarantee. Before commencement of construction under the Development Plan or Subdivision Plat, as approved, and the Building Permit, if issued, the Developer shall furnish the City with an effective Performance Guarantee in the amount of 125% of the total estimated cost of the Required Improvements, as shown on **Exhibit B**. The total estimated cost of the Required Improvements, including both labor and materials, is **\$517,729.00**; therefore, the Performance Guarantee must be in an amount equal to **\$647,161.25**.
- 5.7.1 The Performance Guarantee must provide for payment to the City upon written demand, within thirty days, based upon the City's written certified statement that the Developer has failed to construct, install, maintain, or repair, as required by this Agreement, any of the Required Improvements.
- 5.7.2 The Developer shall extend or replace the Performance Guarantee at least thirty days prior to its expiration. In the event that the Performance Guarantee expires, or the entity issuing the Performance Guarantee becomes non-qualifying, or the City reasonably determines that the cost of the Required Improvements is greater than the amount of the Performance Guarantee, then the City shall give written notice to the Developer of the deficiency, and within thirty days of receipt of such notice, the Developer shall provide the City an increased or substituted Performance Guarantee that meets the requirements of this paragraph 5.7.
- 5.7.3 Upon completion of portions of the Required Improvements ("Completed Improvements"), the Developer may apply to the City for a release of part of the Performance Guarantee. Any such application must include submittal of as-built drawings and a detailed cost breakdown of the Completed Improvements. Upon

the City Engineer's inspection and written approval of the Completed Improvements in accordance with paragraph 5.9 below, the City Council may authorize a release of the Performance Guarantee in the amount of 75% of the documented cost of the Completed Improvements.

5.7.4 Upon the City Engineer's inspection and written approval of all Required Improvements in accordance with paragraph 5.9 below, the City Council shall authorize a release of the Performance Guarantee in the amount of 90% of the total estimated cost of all Required Improvements, as shown on **Exhibit B**.

5.7.5 Upon the expiration of both the Public Improvements Warranty Period and the Other Required Improvements Warranty Period described in paragraph 5.9 below, the Developer's correction of all defects discovered during such periods, and the City's final acceptance of the Public Improvements in accordance with paragraph 5.9 below, the City Council shall authorize a full release of the Performance Guarantee.

5.7.6 Failure to provide or maintain the Performance Guarantee in compliance with this paragraph 5.7 will constitute an event of default by the Developer under this Agreement. Such default will be subject to the remedies, terms, and conditions listed in Section 8 below, including without limitation the City's suspension of all activities, approvals, and permitting related to the Subdivision Plats or Development Plan.

5.8 Conveyance of Public Improvements. Within twenty-eight days of the City's final acceptance of the Public Improvements in accordance with paragraph 5.9 below, the Developer shall, at no cost to the City, do the following:

5.8.1 Execute and deliver to the City a good and sufficient bill of sale describing all of the Public Improvements constructed, connected, and installed by the Developer pursuant to this Agreement, together with all personal property relating to the Public Improvements ("Bill of Sale"). In the Bill of Sale, the Developer shall warrant the conveyance of the Public Improvements as free from any claim, demand, security interest, lien, or encumbrance whatsoever. Pursuant to Section 16-2-60(j) of the Land Use Code, acceptance of the Bill of Sale must be authorized by City Council.

5.8.2 Execute and deliver to the City a good and sufficient General Warranty Deed conveying to the City, free and clear of liens and encumbrances, all easements necessary for the operation and maintenance of the Public Improvements to the extent the Public Improvements are not constructed within dedicated easements or rights-of-way as shown on the Salida Crossings subdivision plat recorded at Reception No. _____.

5.8.3 Deliver to the City all engineering designs, current surveys, current field surveys, and as-built drawings and operation manuals for the Public Improvements and for all improvements made for utilities, or make reasonable provision for the same to

be delivered to the City. The legal description of all utility service lines must be prepared by a registered land surveyor at the Developer's sole expense.

- 5.9 Warranty. The Developer shall warrant the Public Improvements for one year from the date that the City Engineer, in accordance with paragraph 5.10 below, approves the Public Improvements and certifies their compliance with approved specifications (“Public Improvements Warranty Period”). The Developer shall warrant all other Required Improvements for a period of two years from the date that the Director of Public Works, in accordance with paragraph 5.10 below, approves the other Required Improvements and certifies their compliance with approved specifications (“Other Required Improvements Warranty Period”). In the event of any defect in workmanship or quality during the Public Improvements Warranty Period or the Other Required Improvements Warranty Period, the Developer shall correct the defect in workmanship or material, without cost to City and in accordance with City's written instructions, initiate remedial action promptly after receipt of a written notice from City. In the event that any corrective work is performed by the Developer during either Warranty Period, the warranty on said corrected work shall be extended to one year after the date of the performance of the remedial work or furnishing of the materials and equipment, even though it may extend the duration of any warranty beyond the initial year period. Should the Developer default in its obligation to correct any defect in workmanship or material during either the Public Improvements Warranty Period or the Other Required Improvements Warranty Period, the City will be entitled to draw on the Performance Guarantee and/or to pursue any other remedy described in Section 8 below.
- 5.10 Final Acceptance of Public Improvements. Upon expiration of the Public Improvements Warranty Period, and provided that any breaches of warranty have been cured and any defects in workmanship and/or materials have been corrected, the City shall issue its final written acceptance of the Public Improvements. Thereafter, the City shall maintain such Public Improvements.
- 5.11 Inspection Distinguished from Final Acceptance. Inspection, acquiescence, and/or verbal approval by any City official of construction on the Property, at any particular time, will not constitute the City's Final Acceptance of the Required Improvements as required hereunder. Such written approval of the Final Acceptance of the Required Improvements will be given by the City only in accordance with paragraph 5.10 above.
- 5.12 Revegetation. Any area disturbed by construction must be promptly revegetated, within a reasonable time, with Native Vegetation following completion of such work unless a building permit application has been requested for such area. In addition, the Developer shall control all Noxious Weeds within such area to the reasonable satisfaction of the City.

- 5.13 Local Utilities. In addition to the Required Improvements, the Developer shall install service lines for both on-site and off-site local utilities necessary to serve the Property, including without limitation service lines for telephone, electricity, natural gas, cable television, and street lights. The Developer shall install such service lines underground to the maximum extent feasible. If such lines are placed in a street or alley, they must be in place prior to surfacing.
- 5.14 Public Use Dedication. Consistent with Section 16-6-140 of the Land Use Code, Condition #12 of Ordinance 2022-25, and Condition #13 of Resolution 2022-62, the Developer shall pay the fee per residential unit, applicable at time of building permit submittal, in lieu of dedication of land for Fair Contributions for Public School Sites. Consistent with Section 16-6-120 of the Land Use Code, Condition #12 of Ordinance 2022-25, and Condition #13 of Resolution 2022-62, the Developer shall pay the fee per residential unit, applicable at the time of building permit submittal, in lieu of dedication of land for parks, trails, and open space.
- 5.15 Landscape and Pedestrian Improvements. As shown on **Exhibit B**, certain of the Required Improvements are landscape improvements. The Developer shall construct all landscape improvements in accordance with the requirements of Section 16-8-90 of the Land Use Code. The Developer or homeowner's association shall be responsible for the Other Required Improvements Warranty Period.
- 5.15.1 Developer shall construct a landscaping strip (which could include a stormwater-detaining bio-swale) for the approximately 1-10 feet of ROW between the back of the existing sidewalk and the subject property, to be reviewed and approved by staff, prior to issuance of any certificate of occupancy for the project. Such landscape strip shall include a minimum of six (6) trees and various shrubbery to be planted and effectively maintained by the developer and HOA. All required trees shall be replaced upon mortality, unless specifically authorized by staff.
- 5.15.2 Developer shall construct an additional landscaping strip between the to-be-constructed curb beside the deceleration lane and the outside of the sidewalk. No trees are required in such strip, but there shall be some live cover in the form of shrubs or grasses to be maintained by developer/HOA.
- 5.16 Drainage Improvements. As shown on **Exhibit B**, certain of the Required Improvements are drainage improvements.
- 5.16.1 In accordance with Section 16-8-60 of the Land Use Code, the Developer shall retain a registered professional engineer to prepare a drainage study of the Property and to design a drainage system according to generally accepted storm drainage practices. The drainage plan must conform to the City's flood control regulations, as given in Article XI of the Land Use Code, and must be reviewed and approved in writing by the City Engineer before commencement of construction activities, including overlot grading.

- 5.16.2 All site drainage, including drainage from roof drains, must be properly detained and diverted to the drainage system approved in the drainage plan before any certificate of occupancy will be issued for the Property.
- 5.16.3 All drainage improvements within public rights-of-way will be dedicated to the City as Public Improvements. All drainage improvements on private property will be maintained by the Developer, subject to easements to allow the City access in the event that the Developer fails to adequately maintain the drainage facilities.
- 5.17 Slope Stabilization. Any slope stabilization work must be performed in strict compliance with applicable law, including City Ordinances and regulations, State statutes and regulations, and Federal law and regulations. The City will determine on a case-by-case basis whether additional requirements apply to slope stabilization work.
- 5.18 Blasting and Excavation. Any removal of rock or other materials from the Property by blasting, excavation, or other means must be performed in strict compliance with applicable law, including City Ordinances and regulations, State statutes and regulations, and Federal law and regulations. The City will determine on a case-by-case basis whether additional requirements apply to blasting and excavation work.
- 5.19 Trash, Debris, and Erosion. During construction, the Developer shall take all necessary steps to control trash, debris, and erosion (whether from wind or water) on the Property. The Developer also shall take all necessary steps to prevent the transfer of mud or debris from construction sites on the Property onto public rights-of-way. If the City reasonably determines and gives the Developer written notice that such trash, debris, or erosion causes or is likely to cause damage or injury, or creates a nuisance, the Developer shall correct any actual or potential damage or injury and/or abate such nuisance within five working days of receiving such written notice. When, in the opinion of the City Administrator or Chief of Police, a nuisance constitutes an immediate and serious danger to the public health, safety, or welfare, or in the case of any nuisance in or upon any street or other public way or public ground in the City, the City has authority to summarily abate the nuisance without notice of any kind consistent with Section 7-1-60 of the City Code. Nothing in this paragraph limits or affects the remedies the City may pursue under Section 8 of this Agreement.
- 5.20 Compliance with Environmental Laws. During construction, the Developer shall comply with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including solid waste requirements; and shall comply with all requirements pertaining to the disposal or existence of any hazardous substances, pollutants, or contaminants as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder.

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

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

- i. Developer shall also remit all fees-in-lieu, as determined by the Public Works Director, for work done along Highway 50, prior to issuance of any certificate of occupancy for the project, as stated in the original PD approval. Cost recovery for required improvements along US-50 is as follows: The linear footage along Salida Crossings represents 15.6% of the total streetscape (or 336 LF of the total 2,150 LF improved). Total costs borne by the City for the project were \$378,020.30 and are identified in the attached bid schedule prepared by CDOT in **Exhibit E**. Using a \$/LF method, this would result in a cost recovery to the City, from the Developer, of \$59,041 for the Salida Crossings frontage.
- ii. Other fees also include school fees and open space fees-in-lieu, as described on the PD plan and Subdivision plat.

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

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

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

5.21.5 Currently existing fees. Payment of Currently Existing Fees as a Condition of

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

- 5.22 Lighting. All lighting on the Property must be Dark-Sky Compliant and must conform to Section 16-8-100 of the Land Use Code and all other applicable City Ordinances in effect at the time of permitting.
- 5.23 Signage. All signage on the Property must conform to Article X of the Land Use Code and all other applicable City Ordinances in effect at the time of permitting.
- 5.24 Cost Recovery for Water Facilities. Pursuant to City Code Sections 13-2-160, the Developer shall be entitled to recover costs associated with construction of a portion of the Water Facilities, the extension of the water main necessary to extend City water service to the Property. The recovery costs associated with this Agreement will be determined by the following formula:

Reimbursement Cost = $(C/P/2)F$, where

C = total cost of water main extension with hydrants;
P = linear feet of pipe extended; and
F = linear feet of adjacent lot frontage.

The total cost of the water main extension therefore will be divided by the total length of the pipe to determine a cost per linear foot. One half of this linear foot cost will be assigned to those properties on each side of the pipe extension in direct proportion to the amount of lot frontage these properties share with the extension.

The reimbursement costs will be allocated to any lot or parcel adjacent to the water main extension that taps into this extension.

- 5.25 The City shall provide written notice to the Developer of any application submitted to the City for connection to the Water Facilities, which applications will trigger recovery from a current or subsequent owner of property benefitted by said Water Facilities. The City will require recovery in the form of a system development fee surcharge from the current or subsequent owner of property benefitted by the Water Facilities as a condition of any future water service connection to said Water Facilities.
- 5.26 Recovery from current or subsequent owners of property benefitted by the Water Facilities will be limited to those properties that receive approval from the City for any application to connect to the Water or Wastewater Facilities within ten years of the date of this Agreement.

- 5.27 Nothing in this Agreement is to be construed as a commitment of financial liability to the Developer or of the City's required collection or payment of the amount claimed for recovery through participation of a subsequent owner; the City is merely agreeing to facilitate an acceptable approach for subsequent owners' participation in public improvement costs.

Section 6 – Construction Schedule

- 6.1 Construction Schedule. Attached **Exhibit C**, which is incorporated herein by this reference, provides the schedule according to which construction will occur, including construction and installation of all Required Improvements ("Construction Schedule"). The Developer shall complete construction of each phase described in **Exhibit C** in compliance with the timetable included in the Construction Schedule. If the Developer fails to commence or to complete any phase of construction and installation of the Required Improvements in compliance with the Construction Schedule, the City will take action in accordance with Section 16-2-60(e) of the Land Use Code.
- 6.2 Site Restoration. If the Developer fails to commence or complete construction in accordance with the Construction Schedule, the Developer nonetheless shall complete all site restoration work necessary to protect the health, safety, and welfare of the City's residents and the aesthetic integrity of the Property ("Site Restoration Improvements"). Site Restoration Improvements will include, at minimum, all excavation reclamation, slope stabilization, and landscaping improvements identified as Required Improvements on **Exhibit B**.
- 6.3 Force Majeure. If the Developer fails to commence or complete construction in accordance with the Construction Schedule due to Force Majeure, the City shall extend the time for completion by a reasonable period. In such an event, the City and the Developer shall amend the Construction Schedule in writing to memorialize such extension(s).

Section 7 – Inclusionary Housing

- 7.1 Agreement to Provide Affordable Housing Consistent with Article XIII of the Land Use Code. Developer hereby agrees to construct (or have constructed) and deed restrict twenty-four (24) dwelling units which will be affordable to households earning various percentages of the Area Median Income for Chaffee County as defined by the Colorado Housing and Finance Authority, as conditioned in the Planned Development and Major Subdivision. Development of the affordable housing units shall be according to the additional standards specified below:
- 7.1.1. A minimum of two of the townhome units shall be permanently deed-restricted to be sold at prices no greater than what is affordable to households earning 160% of area median income (AMI).

- 7.1.2. A minimum of 22 of the condominium units shall be permanently deed-restricted to be sold at prices no greater than what is affordable to households earning 100% AMI (8 units); 120% AMI (8 units); and 140% AMI (6 units). Owner of the mixed-use buildings shall disperse the deed-restricted units evenly between buildings and such units shall be dispersed between floors.
- 7.1.3 If the deed-restricted units are to be rentals, then the provisions of the current Inclusionary Housing policies will control for all units (rents for each of the units would be no more than what is affordable to households earning up to 80% AMI or up to 100% AMI, with at least fifty percent of the units at up to 80% AMI).
- 7.1.4. The Chaffee Housing Authority (“CHA”) shall approve the system to be employed to determine eligibility and priority of buyers/tenants, as also provided for in the applicable deed restriction. In the case that the CHA is unable to review and approve such a system, such responsibility shall fall to the City or the City’s designee. Developer shall make annual reports to the CHA or City regarding any changes to the pricing of the affordable units that occurs with changes to the Colorado Housing and Finance Authority County Income and Rent Tables for Chaffee County, and shall follow all requirements of the recorded deed restriction.
- 7.1.5 Deed-restricted affordable units within any applicable condominium or homeowners’ association shall not be assessed any monthly dues or other shared assessments exceeding those specifically permitted in the CHA Community Housing Guidelines, or any dues or assessments beyond necessities such as utilities, trash services, and the like, in order to ensure that the deed-restricted units remain affordable. Should the Developer or Association desire, they may renegotiate the condition with the Chaffee Housing Authority based upon the Authority’s guidelines for such dues.
- 7.1.6. Both required deed-restricted townhome units shall be constructed and receive CO prior to the 6th townhome unit receiving CO.
- 7.1.7. The first mixed-use building (which shall include a minimum of 11 deed-restricted units) shall receive, at minimum, preliminary mechanical inspection approvals (framing walls constructed, etc. prior to drywall) prior to CO for the remaining six (6) townhomes.

Section 8 – Default by Developer and City’s Remedies

- 8.1** City’s Remedies on Developer’s Default. In the event of the Developer’s default with respect to any term or condition of this Agreement, the City may take any action necessary or appropriate to enforce its rights, including without limitation any or all of the following:
- 8.1.1 The refusal to issue any further building permits or a certificate of occupancy to the Developer.

- 8.1.2 The revocation of any building permit previously issued and under which construction directly related to such building permit has not commenced; provided, however, that this remedy will not apply to a third party.
- 8.1.3 Suspension of all further activities, approvals, and permitting related to the Permit Application and the Building Permit.
- 8.1.4 A demand that the Performance Guarantee be paid or honored.
- 8.1.5 Any other remedy available in equity or at law.
- 8.2 Notice of Default. Pursuant to Section 16-2-60(o) of the Land Use Code, before taking remedial action hereunder, the City shall give written notice to the Developer of the nature of the default and an opportunity to be heard before the City Council concerning such default. If the default has not been cured within thirty days of receipt of the notice or the date of any hearing before the City Council, whichever is later, the City will consider whether the Developer has undertaken reasonable steps to timely complete the cure if additional time is required.
- 8.3 Immediate Damages on Developer's Default. The Developer recognizes that the City may suffer immediate damages from a default. In the event of such immediate damages resulting from the Developer's default with respect to any term or condition of this Agreement, the City may seek an injunction to enforce its rights hereunder.
- 8.4 Jurisdiction and Venue. The District Court of the County of Chaffee, State of Colorado, will have exclusive jurisdiction to resolve any dispute over this Agreement.
- 8.5 Waiver. Any waiver by the City of one or more terms of this Agreement will not constitute, and is not to be construed as constituting, a waiver of other terms. A waiver of any provision of this Agreement in any one instance will constitute, and is not to be construed as constituting, a waiver of such provision in other instances.
- 8.6 Cumulative Remedies. Each remedy provided for in this Agreement is cumulative and is in addition to every other remedy provided for in this Agreement or otherwise existing at law or in equity.

Section 9 – Indemnification and Release

- 9.1 Release of Liability. The Developer acknowledges that it has not relied upon any representations or warranties by the City, or of any of its officers or agents or their designees except as expressly set forth herein and in accordance with the City Code, City Ordinances, and the laws of the State of Colorado, and therefore, the Developer expressly waives and releases any claims related to or arising from any such representations by the City or its officers or agents or their designees, as provided for in this Section 9.1.
- 9.2 Indemnification.

9.2.1 The Developer shall indemnify and hold harmless the City, and the City's officers, agents, employees, and their designees, from and against any and all claims, damages, losses, and expenses, including but not limited to attorneys' fees and costs, arising from or in connection with the following: (a) the City's approval of the Planned Development or the Subdivision Plats or the City's issuance of the Building Permit if the Permit Application is approved; (b) acts or omissions by the Developer, its officers, employees, agents, consultants, contractors, or subcontractors in connection with the Planned Development or the Subdivision Plats or Permit Application, if it is approved, and the Building Permit, if it is issued; (c) the City's required disposal of hazardous substances, pollutants, or contaminants; required cleanup necessitated by leaking underground storage tanks, excavation, and/or backfill of hazardous substances, pollutants, or contaminants; or environmental cleanup responsibilities of any nature whatsoever on, of, or related to the Easement Lands; provided that such disposal or cleanup obligations do not arise from any hazardous substance, pollutant, or contaminant generated or deposited by the City upon the Easement Lands; or (d) any other item contained in this Agreement.

9.2.2 The Developer shall reimburse the City for all fees, expenses, and costs, including attorneys' fees and costs, incurred in any action brought against the City as a result of the City's approval of the Planned Development or Subdivision Plat, or issuance of the Building Permit if the Permit Application is approved; and shall reimburse the City for all fees, expenses, and costs, including attorneys' fees and costs, associated with any referendum election, review of petition for referendum, protest, or any other proceedings to challenge the City's approval of the Subdivision Plat, or issuance of the Building Permit if the Permit Application is approved. Nothing in this Agreement obligates or compels the City to proceed with any action or referendum position.

9.2.2.1 Fees, expenses, and costs attributable to work completed by City staff, not including the City Attorney, will be determined based on the fee schedule attached to the City's then-effective Open Records Policy. The fee schedule attached to the Open Records Policy in effect as of the date of this Agreement is attached as **Exhibit D**.

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

Section 10 – Representations and Warranties

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

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

Development Plan or as proposed in the Subdivision Plat.

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

Section 11– General Provisions

- 11.1 Waiver of Defects. In executing this Agreement, the Developer waives all objections it may have to any defects in the form or execution or procedure of this Agreement concerning the power of the City to impose conditions on the Developer as set forth herein. The Developer further waives all objections it may have to the procedure, execution, and form of the ordinances or resolutions of City Council adopting this Agreement.
- 11.2 Final Agreement. This Agreement supersedes and controls all prior written and oral agreements and representations of the Parties with respect to a Development Improvements Agreement; Subdivision Improvements Agreement; and Inclusionary Housing Agreement associated with development of the Property, and is the total integrated agreement between the Parties with respect to that subject.
- 11.3 Modifications. This Agreement may be modified only by a subsequent written agreement executed by both Parties.
- 11.4 Voluntary Agreement. The Developer agrees to comply with all of the terms and conditions of this Agreement on a voluntary and contractual basis.
- 11.5 Survival. The City's and the Developer's representations, covenants, warranties, and obligations set forth herein, except as they may be fully performed before or on the Effective Date, will survive the Effective Date and are enforceable at law or in equity.
- 11.6 Notice. All notices required under this Agreement must be in writing and must be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the Parties as set forth below. All notices so given will be considered effective immediately upon hand-delivery, and seventy-two hours after deposit in the United States Mail with the proper address as set forth below. Either Party by notice so given may change the address to which future notices are to be sent.

Notice to the City:

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

With a copy to:

Nina P. Williams, City Attorney
317 W South Boulder Road, Suite 6,
Louisville, CO 80027

Notice to the Developer: BV Investments, LLC
401 Whitewing Ln
Murphy, TX 75094

With a copy to: Loucious Enterprises, LLC
2605 Fairhill Lane
Flower, TX 75022

- 11.7 Severability. The terms of this Agreement are severable. If a court of competent jurisdiction finds any provision hereof to be invalid or unenforceable, the remaining terms and conditions of the Agreement will remain in full force and effect.
- 11.8 Recording. The City shall record this Agreement with the Clerk and Recorder of Chaffee County, Colorado, at the Developer's expense
- 11.9 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, confers or is intended to confer any rights or remedies whatsoever upon any person or entity other than the City, the Developer, and the Developer's successor(s).
- 11.10 No Waiver of Immunity. Nothing in this Agreement, express or implied, waives or is intended to waive the City's immunity under Colorado State law, including without limitation the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through 21-10-120.
- 11.11 Joint Drafting. The Parties acknowledge that this Agreement represents the negotiated terms, conditions, and covenants of the Parties, and that the Party responsible for drafting any such term, condition, or covenant is not to be prejudiced by any presumption, canon of construction, implication, or rule requiring construction or interpretation against the Party drafting the same.
- 11.12 Subject to Annual Appropriation. Any financial obligation of the City arising under this Agreement and payable after the current fiscal year is contingent upon funds for that purpose being annually appropriated, budgeted, and otherwise made available by the City Council in its discretion.
- 11.13 Exhibits. All schedules, exhibits, and addenda attached to this Agreement and referred to herein are to be deemed to be incorporated into this Agreement and made a part hereof for all purposes.
- 11.14 Counterparts. This Agreement may be executed in multiple counterparts, all of which taken together constitute one and the same document.

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

CITY OF SALIDA, COLORADO

By

Mayor

ATTEST:

City Clerk/Deputy City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

Acknowledged, subscribed, and sworn to before me this _____ day of _____ 2023
by _____, as Mayor, and by _____,
as Clerk, on behalf of the City of Salida, Colorado.

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

Notary Public

DEVELOPER:

Besnik Loucious, Managing Member
BV Investments, LLC

Acknowledged, subscribed, and sworn to before me this _____ day of _____ 2023 by
Besnik Loucious, as Managing Member, BV Investments, LLC, a Texas Limited Liability

EXHIBIT A

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (SWV4NW1/4 SW1/4) OF SECTION 4, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF U.S. HIGHWAY NO. 50, WHENCE THE SOUTHEAST CORNER (BRASS CAP) OF SAID SECTION 4 BEARS SOUTH 72°19.0' EAST 4848.6 FEET, AND WHENCE THE HIGHWAY RIGHT-OF-WAY MARKER (BRASS CAP) OF STATION 2301+12 OF THE CENTERLINE SURVEY OF SAID HIGHWAY BEARS SOUTH 89°35' EAST 127.0 FEET, SAID COMMENCING POINT BEING MARKED BY A POINT IN THE EASTERLY SIDE OF 24 INCH C.M.P. CULVERT AND BEING WITNESSED BY A 5/8 INCH STEEL REINFORCING BAR 2 FEET LONG DRIVEN INTO THE GROUND AND HAVING A ONE INCH ALUMINUM CAP WHICH IS NORTH 89°35' WEST 3.0 FEET FROM SAID COMMENCING POINT ALSO BEING THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE NORTH 0°14.6' WEST 300.0 FEET TO A REINFORCING BAR AS DESCRIBED ABOVE; THENCE SOUTH 89°35' EAST 28.8 FEET; THENCE NORTH 0°14.6' WEST 100.0 FEET; THENCE NORTH 89°35' WEST 365.4 FEET TO THE NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED IN BOOK 251 AT PAGE 423 OF THE RECORDS OF CHAFFEE COUNTY, COLORADO; THENCE SOUTH 0°20' EAST 400 FEET ALONG THE EAST BOUNDARIES OF THE TRACTS DESCRIBED IN BOOK 251 AT PAGE 423 AND IN BOOK 250 AT PAGE 184 OF THE RECORDS OF CHAFFEE COUNTY, COLORADO; THENCE SOUTH 89°35' EAST 336 FEET ALONG THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF U.S. HIGHWAY NO. 50 TO THE POINT OF BEGINNING.

Exhibit B

**Engineers Opinion of Probable Cost
Salida Crossings - Salida, CO**

Project: 17202 - Salida Crossings
 Prepared By: Phelps Engineering
 Description: Engineer's Opinion of Probable Cost
 Date: 2022.10.27

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Cost Per Item</u>	<u>Comments</u>
Demolition					
Mobilization	1	LS	\$5,000.00	\$5,000.00	
Saw Cut Existing Asphalt/Concrete	495	LF	\$15.00	\$7,425.00	
Remove Existing Asphalt	495	SY	\$17.00	\$8,415.00	
Demolition Subtotal:				\$20,840.00	
Earthwork					
Mobilization	1	LS	\$7,000.00	\$7,000.00	
Clearing & Stockpile	2000	CY	\$3.50	\$7,000.00	
Cut to Fill On-Site	2000	CY	\$4.00	\$8,000.00	
Temporary Erosion & Sediment Control	1	LS	\$20,000.00	\$20,000.00	
Seeding & Mulching	1	AC	\$750.00	\$750.00	
Earthwork Subtotal:				\$42,750.00	
Roadway & Site Improvements					
Mobilization	1	LS	\$9,000.00	\$9,000.00	
Residential	0	LF	\$223.00	\$0.00	
Concrete Crossspan	1	EA	\$1,500.00	\$1,500.00	
Handicap Ramps	2	EA	\$1,900.00	\$3,800.00	
Striping (other)	200	LF	\$2.00	\$400.00	
Signs	1	EA	\$350.00	\$350.00	
Traffic Control (Temporary)	5	DAY	\$2,500.00	\$12,500.00	
Monument Sign	1	EA	\$8,000.00	\$8,000.00	
Roadway & Site Improvements Subtotal:				\$35,550.00	
Storm Drainage					
Mobilization		LS	\$9,000.00	\$0.00	
18" STM		LF	\$85.00	\$0.00	
Riprap		SY	\$85.00	\$0.00	
Storm Manhole (4' Dia.)		EA	\$2,900.00	\$0.00	
Connect to Existing Inlet	0	EA	\$4,400.00	\$0.00	
Storm Drainage Subtotal:				\$0.00	
Potable & Non-Potable Water					
Connect to Existing	2	EA	\$3,200.00	\$6,400.00	
8" PVC	1790	LF	\$58.00	\$103,820.00	
Fire Hydrant Assy.	2	EA	\$6,800.00	\$13,600.00	
Bends & Fittings	22	EA	\$600.00	\$13,200.00	
Gate Valves	9	EA	\$1,300.00	\$11,700.00	
Service Stubs	22	EA	\$1,800.00	\$39,600.00	
Water Meters	22	EA	\$150.00	\$3,300.00	
Inspection Fee	1	LS	\$300.00	\$300.00	
Inspection Point Charges	33	EA	\$150.00	\$4,950.00	Per each connection point, bend & fitting
Potable Water Subtotal				\$196,870.00	
Sanitary Sewer					
8" Sanitary Sewer PVC	725	LF	\$85.00	\$61,625.00	
Manhole (4' DIA)	8	EA	\$3,500.00	\$28,000.00	
Service Stubs	22	EA	\$1,200.00	\$26,400.00	
Connect to Existing	1	EA	\$1,200.00	\$1,200.00	
Sewer Connection Fees	1	EA	\$6,376.00	\$6,376.00	Before Building Permit Issued
Sanitary Sewer Subtotal				\$123,601.00	
Total:				\$419,611.00	
Contingencies (10%):				\$41,961.10	
Other					
Survey & Staking	1	LS	3.00%	\$13,847.16	
Testing & Inspections	1	LS	3.00%	\$13,847.16	
Engineering Construction Services	1	LS	4.00%	\$18,462.88	
Dry Utilities	1	EA	10000.00	\$10,000.00	
Landscape/Irrigation	0	SF	\$2.00	\$0.00	In Contingencies
Subtotal				\$56,157.21	
Grand Total:				\$517,729	

EXHIBIT C – PROPOSED CONSTRUCTION TIMELINE

1520 HWY 50 Salida CO			
Salida Crossings			
Task	Duration	Start	Finish
Utility Demo	10 days	2.27.23	3.10.23
Public Utilities	120 days	3.6.23	8.18.23
Townhome units 1-10	150 days	3.13.23	10.6.23
Building A	420 days	7.3.23	2.7.25
Townhomes units 11-20	150 days	8.14.23	3.8.24
Building B	420 days	10.23.23	5.30.25
Over all Duration	<u>27 months</u>		

Open Records Policy – Exhibit D

Fee Schedule

Charges must be paid before service is provided.

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

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

The first hour of research and retrieval service is free.

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

City Attorney \$30/hr

Assistant City Attorney \$30/hr

Information Services \$30/hr

Department Heads \$30/hr

Supervisor \$30/hr

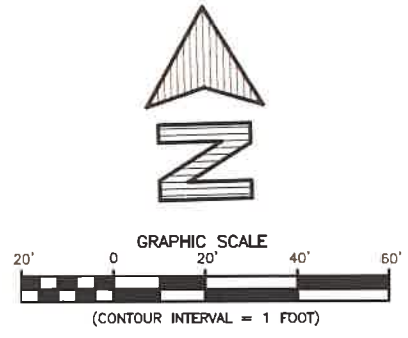
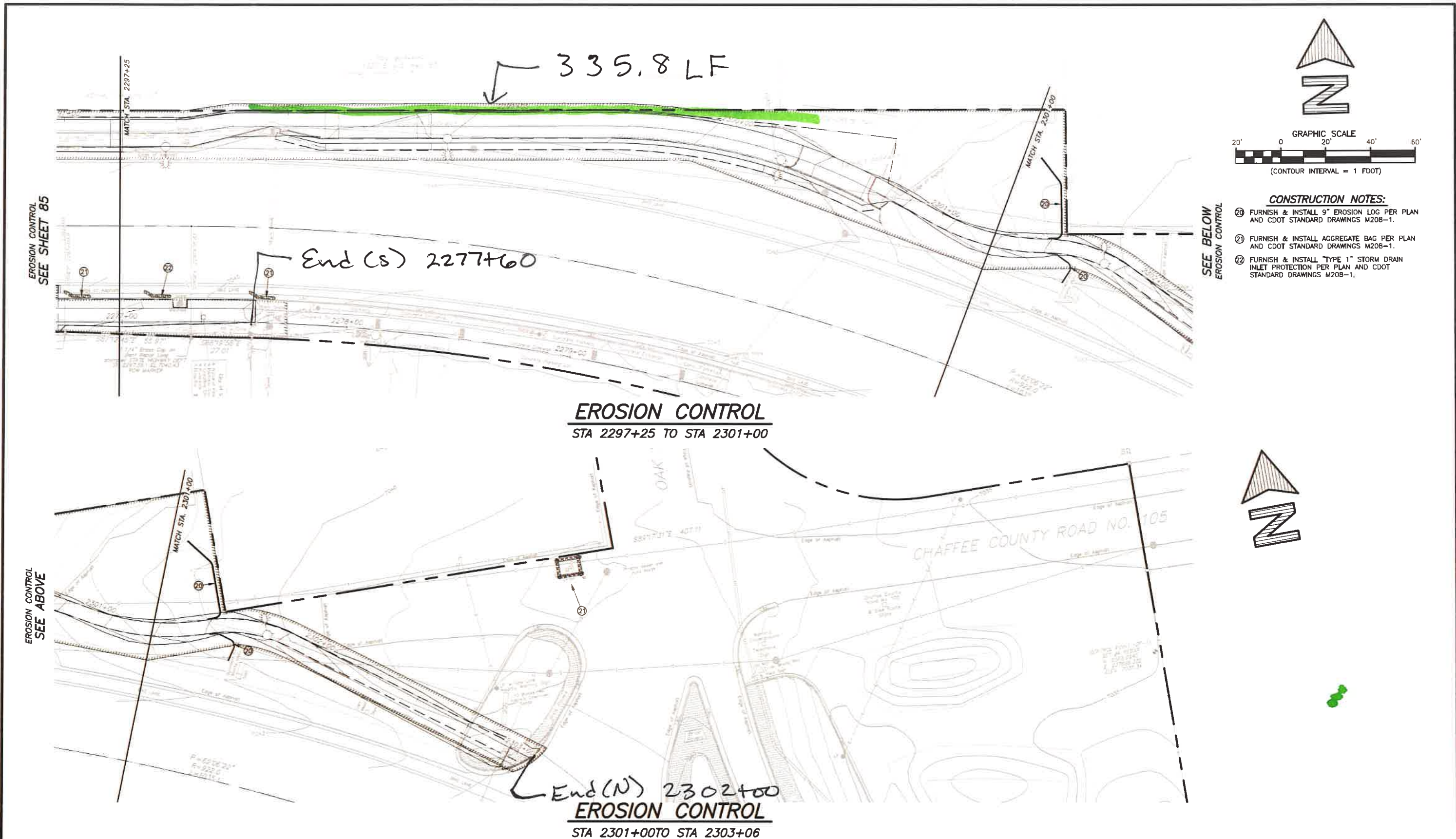
Non-Supervisory Personnel \$20/hr

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

DVD - \$10

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

EXHIBIT E



- CONSTRUCTION NOTES:**
- ① FURNISH & INSTALL 9" EROSION LOG PER PLAN AND CDOT STANDARD DRAWINGS M208-1.
 - ② FURNISH & INSTALL AGGREGATE BAG PER PLAN AND CDOT STANDARD DRAWINGS M208-1.
 - ③ FURNISH & INSTALL "TYPE 1" STORM DRAIN INLET PROTECTION PER PLAN AND CDOT STANDARD DRAWINGS M208-1.

EROSION CONTROL
STA 2297+25 TO STA 2301+00

EROSION CONTROL
STA 2301+00 TO STA 2303+06

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

PREPARED FOR:
CITY OF SALIDA
304 W. HWY. 291
SALIDA, CO 81201
PHONE: (719) 539-6257

PREPARED UNDER THE DIRECTION OF: _____ DATE _____

TRACY L. VANDAVEER CRABTREE GROUP, INC.
L.C.E. NO. 38552 EXP. DATE 10/31/21

PREPARED BY:

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

325 D STREET 618 CUYAMA ROAD
SALIDA, CO 81201 OJAI, CA 93023
PH: 719-539-1676 PH: 719-221-1799

SEAL

DATE	BY	MARK	REVISIONS	APPR.	DATE

CITY OF SALIDA

DESIGNED BY TLV APPROVED BY: _____

DRAWN BY TLV

CHECKED BY JHDL AGENCY HEAD _____ DATE _____

SCALE 1"=20'

BENCHMARK: #5 REBAR WITH 1-1/2" ALUMINUM CAP STAMPED 6753 H5629.1730 E236465.8850 ELEV.=7052.97

DATE OCT. 2020

U.S. HWY 50 - PHASE 4
SALIDA, COLORADO

EROSION CONTROL

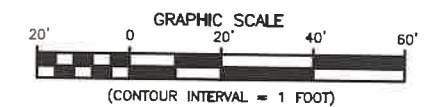
EROSION CONTROL

STA 2297+25 TO STA 2301+00

SHEET NO. **86**

OF ____ SHTS.

PROJECT NO. C 2911-003



- CONSTRUCTION NOTES:**
- ① FURNISH & INSTALL AGGREGATE BAG PER PLAN AND CDOT STANDARD DRAWINGS M208-1.
 - ② FURNISH & INSTALL TYPE 1" STORM DRAIN INLET PROTECTION PER PLAN AND CDOT STANDARD DRAWINGS M208-1.

North
2289 16
2302 00

1290 LF (N)

South
2277 60
2269 00

860 LF (S)

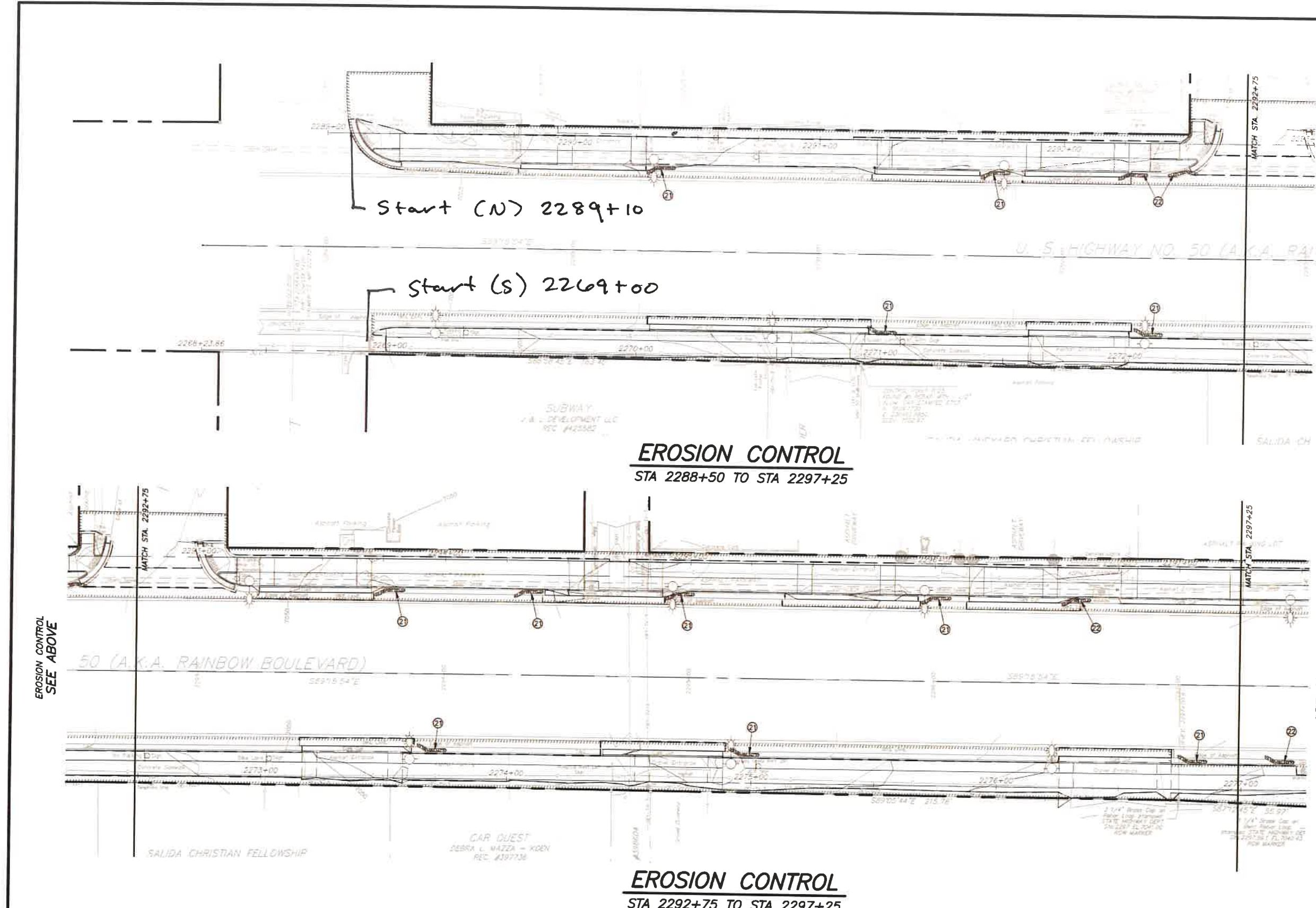
2150 Total

SEE BELOW
EROSION CONTROL

SEE SHEET 86
EROSION CONTROL

EROSION CONTROL
STA 2288+50 TO STA 2297+25

EROSION CONTROL
STA 2292+75 TO STA 2297+25



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

PREPARED FOR:
CITY OF SALIDA
304 W. HWY. 291
SALIDA, CO 81201
PHONE: (719) 539-6257

PREPARED UNDER THE DIRECTION OF: _____ DATE _____

TRACY L. VANDAVEER CRABTREE GROUP, INC.
L.C.E. NO. 38552 EXP. DATE 10/31/21

PREPARED BY:

CRABTREE GROUP INC.
ENGINEERING SMART GROWTH™

825 D STREET 818 CUTYAMA ROAD
SALIDA, CO 81201 OJALA, CA 93023
PH: 719-830-1875 PH: 719-221-1799

SEAL

DATE	BY	MARK	REVISIONS	APPR.	DATE

CITY OF SALIDA

DESIGNED BY TLV APPROVED BY: _____
DRAWN BY TLV AGENCY HEAD DATE _____
CHECKED BY JHDL

SCALE 1"=20'

BENCHMARK: #5 REBAR WITH 1-1/2" ALUMINUM CAP STAMPED 6753 N5629.1730 E236465.8850 ELEV.=7052.97

U.S. HWY 50 - PHASE 4
SALIDA, COLORADO

EROSION CONTROL

EROSION CONTROL
STA 2288+50 TO STA 2297+25

SHEET NO. **85**

OF ____ SHTS.

PROJECT NO. C 2911-003

Ref #	Item	City Quantity	CDOT Quantity	Total Project Quantity	Unit	Unit Price	Item \$ (City)	Item \$ (CDOT)	Item \$ (Total)
0005	Removal of Headwall		2.00	2.00	EA	1,000.00	0.00	2,000.00	2,000.00
0010	Removal of Inlet		2.00	2.00	EA	750.00	0.00	1,500.00	1,500.00
0015	Removal of Sidewalk	343.22	435.24	778.46	SY	25.00	8,580.50	10,881.00	19,461.50
0020	Removal of Curb		0.00	0.00	LF	15.00	0.00	0.00	0.00
0025	Removal of Gutter		101.50	101.50	LF	15.00	0.00	1,522.50	1,522.50
0030	Removal of Curb & Gutter	547.00	551.72	1,098.72	LF	15.00	8,205.00	8,275.80	16,480.80
0035	Removal of Concrete Curb Ramp		35.92	35.92	SY	20.00	0.00	718.40	718.40
0040	Removal of Concrete Pavement		3.55	3.55	SY	20.00	0.00	71.00	71.00
0045	Removal of Asphalt Mat	1,221.26	382.03	1,603.29	SY	15.00	18,318.90	5,730.45	24,049.35
0050	Removal of Ground Sign		1.00	1.00	EA	750.00	0.00	1,500.00	1,500.00
0055	Plug Culvert		2.00	2.00	EA	750.00	0.00	1,500.00	1,500.00
0060	Unclassified Excavation	208.00	172.00	380.00	CY	25.00	5,200.00	4,300.00	9,500.00
0065	Blading		0.00	0.00	HR	50.00	0.00	0.00	0.00
0070	Backhoe		0.00	0.00	HR	50.00	0.00	0.00	0.00
0075	Combination Loader		0.00	0.00	HR	50.00	0.00	0.00	0.00
0080	Pathrolling		15.00	15.00	HR	50.00	1,300.00	0.00	1,300.00
0085	Laborer	92.00	12.00	104.00	HR	35.00	3,220.00	420.00	3,640.00
0090	Erosion Log		0.00	0.00	LF	5.00	0.00	0.00	0.00
0415	Silt Fence		0.00	0.00	LF	3.00	0.00	0.00	0.00
0095	Aggregate Bag	270.00	118.00	388.00	LF	11.00	2,420.00	1,298.00	3,718.00
0100	Concrete Washout Structure	1.00	1.00	2.00	EA	2,500.00	2,500.00	2,500.00	5,000.00
0430	Storm Drain Inlet Protection (Type I)		0.00	0.00	EA	15.00	0.00	0.00	0.00
0105	Storm Drain Inlet Protection (Type II)		0.00	0.00	EA	125.00	0.00	0.00	0.00
0435	Vehicle Tracking Pad		0.00	0.00	EA	3,000.00	0.00	0.00	0.00
0110	Removal and Disposal of Sediment (Labor)		0.00	27.00	HR	35.00	0.00	945.00	945.00
0115	Removal and Disposal of Sediment (Equipment)		0.00	23.50	HR	50.00	0.00	1,175.00	1,175.00
0120	Sweeping (Sediment Removal)		0.00	0.00	HR	75.00	0.00	0.00	0.00
0125	Removal of Trash		2.00	2.00	HR	35.00	0.00	70.00	70.00
0130	Reset Ground Sign	11.00	12.00	23.00	EA	500.00	5,500.00	6,000.00	11,500.00
0465	Adjust Manhole	1.00	1.00	2.00	EA	1,000.00	1,000.00	0.00	1,000.00
0135	Modify Inlet	2.00	1.00	3.00	EA	2,500.00	5,000.00	2,500.00	7,500.00
0140	Adjust Valve Box	3.00	4.00	7.00	EA	700.00	2,100.00	2,800.00	4,900.00
0145	2 Inch Drilled Hole		2.00	2.00	LF	350.00	0.00	700.00	700.00
0150	Seeding (Native)		0.03	0.03	ACRE	9,000.00	0.00	270.00	270.00
0155	Soil Conditioning		0.03	0.03	ACRE	9,000.00	0.00	270.00	270.00
0160	Mulching (Weed Free)		6.00	6.00	LB	125.00	0.00	750.00	750.00
0165	Mulch Tracker		1.25	2.50	HR	75.00	93.75	93.75	187.50
0170	Wildlife Biologist		0.00	1.00	LS	5,200.00	0.00	5,200.00	5,200.00
0175	Environmental H&S Management		0.00	0.00	HR	75.00	0.00	0.00	0.00
0180	Monitoring Technician		0.00	0.00	HR	400.00	0.00	0.00	0.00
0185	Material Sampling & Delivery		0.00	0.00	EA	345.00	0.00	0.00	0.00
0190	Material Handling (Stockpile)		0.00	0.00	CY	400.00	0.00	0.00	0.00
0195	Solid Waste Disposal		0.00	0.00	CY	345.00	0.00	0.00	0.00
0200	ABC (Class 6)	568.54	122.30	690.84	TON	25.00	14,213.38	3,057.50	17,270.88
0201	ABC (Class 6) Price Reduction	0.82	0.18	1.00	LS	(1,417.59)	(1,417.59)	(1,417.59)	(1,417.59)
0205	HMA (Patching) (Asphalt)	90.02	149.40	239.42	TON	180.00	16,203.60	26,892.00	43,095.60
0490	Concrete Pavement (6 Inch)	894.85		894.85	SY	127.00	113,645.95		113,645.95
0210	Concrete Pavement (8 Inch)		8.47	8.47	SY	150.00	0.00	1,270.50	1,270.50
0215	Concrete Pavement (8 Inch)(Special)		0.00	0.00	SY	250.00	0.00	0.00	0.00
0220	Fence (Plastic)	800.00	180.00	980.00	LF	2.00	1,600.00	360.00	1,960.00
0225	Concrete Sidewalk	1,184.63	426.14	1,610.77	SY	72.00	85,293.36	30,682.08	115,975.44
0230	Concrete Sidewalk (6 Inch)		26.29	26.29	SY	90.00	0.00	2,366.10	2,366.10
0235	Concrete Curb Ramp	44.69	399.50	444.19	SY	161.00	7,195.09	64,319.50	71,514.59
0240	Concrete Sidewalk (Colored)	201.28	124.41	325.69	LF	94.00	18,920.32	376.00	19,296.32
0245	Curb Type 2 (Section B)		124.41	124.41	LF	37.00	0.00	4,603.17	4,603.17
0250	Curb & Gutter Type 2 (Section II-B)	742.07	998.62	1,740.69	LF	39.00	28,940.73	38,946.18	67,886.91
0255	Gutter Type 2 (4 Foot)		32.75	32.75	LF	40.00	0.00	1,310.00	1,310.00
0260	Gutter Type 2 (6 Foot)		32.00	32.00	LF	55.00	0.00	1,760.00	1,760.00
0265	Curb (Special) (Concrete Step)		8.00	8.00	LF	60.00	0.00	480.00	480.00
0515	Median Cover Material (4 Inch Patterned Concrete)	5,076.00		5,076.00	SF	11.00	55,836.00	0.00	55,836.00
0520	2 Inch Electrical Conduit (Plastic)		0.00	0.00	LF	11.00	0.00	0.00	0.00
0521	Install 2 Inch Elec Conduit (Plastic)	1,961.50		1,961.50	LF	9.56	18,751.94	0.00	18,751.94
0270	Construction Surveying	0.50	0.50	1.00	LS	27,916.00	13,958.00	13,958.00	27,916.00
0271	Construction Surveying (Hour)	14.00		14.00	HR	150.00	2,100.00		2,100.00
0272	Extended Overhead		1.00	1.00	LS	31,135.44			31,135.44
0275	Mobilization		0.50	0.50	DAY	152,000.00			152,000.00
0280	Public Information Management	79.50	79.50	159.00	DAY	105.00	8,347.50	8,347.50	16,695.00
0285	Preformed Thermoplastic Pavement Marking	214.00	1,052.00	1,266.00	SF	15.00	3,210.00	15,780.00	18,990.00
0290	Flagging	33.50	206.50	240.00	HR	20.00	670.00	4,130.00	4,800.00
0295	Traffic Control Inspection	37.00	37.00	74.00	DAY	200.00	7,400.00	7,400.00	14,800.00
0300	Traffic Control Management	38.50	38.50	77.00	DAY	1,057.00	40,694.50	40,694.50	81,389.00
0305	Barricade (Type 3 M-A) (Temporary)	3.00	3.00	6.00	EA	30.00	90.00	90.00	180.00
0310	Pedestrian Barricade (ADA)		78.00	78.00	LF	10.00	0.00	780.00	780.00
0315	Construction Traffic Sign (Panel Size A)	14.00	15.00	29.00	EA	27.00	378.00	405.00	783.00
0320	Construction Traffic Sign (Panel Size B)	19.00	19.00	38.00	EA	35.00	665.00	665.00	1,330.00
0325	Portable Message Sign Panel	225.00	225.00	450.00	DAY	33.00	7,425.00	7,425.00	14,850.00
0330	Drum Channelling Device	31.00	31.00	62.00	EA	16.00	496.00	496.00	992.00
0335	Drum Channelling Device (With Lights)(Flashing)	30.00	30.00	60.00	EA	30.00	1,800.00	1,800.00	3,600.00
0340	Traffic Cone		0.00	0.00	FA	7.00	210.00	210.00	420.00
0345	F/A Minor Contract Revisions		0.00	0.00	FA	70,000.00	0.00	0.00	0.00
0350	F/A Project First Program		0.00	0.00	FA	500.00	0.00	0.00	0.00
0360	F/A Erosion Control		0.00	0.00	FA	1,000.00	0.00	0.00	0.00
0355	F/A Landscaping	0.50	0.50	1.00	FA	5,194.04	2,597.02	2,597.02	5,194.04

Percentages of CE & Indirects
 Totals of CE & Indirects 160,978.57 108,630.86 269,609.43
 A) Total Project Costs 780,126.91 526,441.85 1,306,568.77

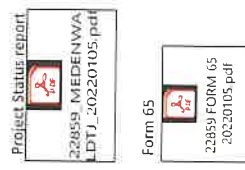
Total Budget 974,122.60 640,100.00 1,614,222.60
 B) Thereof State 402,106.88 640,100.00 1,042,206.88
 Thereof City 572,015.72

Project Savings* (193,995.69) (113,658.15) (307,653.84)
 Salida Invoiced & Paid 572,015.72
 Salida Required Contribution (A-B) 378,020.03
 Refund due Salida 193,995.69

← \$378,020.30
 Salida

Project 22859 Construction budget detail

Line Proj	Est Proj Num	Control Num	Funds Center	Fundbook	Fund Alloc Name	Apportionment	Partner
22859-20-10	Construction	EXP	SR57008-001JADA19	FAB402	STATE FUNDS ALLOTTED	99,087.00	CDOT
22859-20-10	Construction	EXP	SR57008-001JADA21	FAB402	STATE FUNDS ALLOTTED	541,013.00	CDOT
22859-20-10	Construction	EXP	SR57008-001LOM21	FAB1160	CITY OF SALIDA	471,489.00	City
22859-20-10	Construction	EXP	SR57008-001TAP21	FAB1160	CITY OF SALIDA	100,526.72	City
22859-20-10	Construction	EXP	SR57008-001TAP21	FAB402	STATE FUNDS ALLOTTED	402,106.88	State



CE & Indirects (Form 65, line 16) \$269,609.43
 (Form 65, line 18)

ORDINANCE NO. 25
(Series 2022)

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING A MAJOR IMPACT REVIEW FOR A MODIFICATION TO A DEVELOPMENT PLAN FOR THE SALIDA CROSSINGS PLANNED DEVELOPMENT LOCATED AT 1520 E. HIGHWAY 50 AND REPEALING AND REPLACING ORDINANCE 2018-04

WHEREAS, the Salida Crossings Planned Development was originally approved by the City Council through the adoption of Ordinance 2018-04 on March 20, 2018 and subsequently referred to and approved by a vote of the electorate via a special ballot question on September 25, 2018; and

WHEREAS, the originally approved development plan consists of three (3) mixed-use buildings and a total of 122 residential units (including provisions for additional density and building height) on a single lot, among other requirements and allowances; and

WHEREAS, pursuant to Salida Municipal Code 16-7-150, Modifications, the property owners have submitted a modified Planned Development (PD) development plan consisting of two (2) mixed-use buildings and a total of 92 residential units (with less additional allowable density than the originally approved development plan and no additional allowable building height) on a total of 22 lots, plus other common elements/tracts, among other requirements and allowances; and

WHEREAS, the City of Salida Planning Commission held a duly noticed public hearing on November 8, 2022 and recommended Council approve the requested modifications to the PD Development Plan with certain conditions pursuant to the attached Salida Crossings modified development plan, including Exhibit A: Salida Crossings Development Plan, dated _____; Exhibit B: Conditions of Approval; and

WHEREAS, the project is consistent with the purpose, conditions and evaluation standards for modifications to PD development plans as set forth within Chapter 16, Article VII of the Salida Municipal Code; and

WHEREAS, the City Council held a public hearing on the requested modifications on December 20, 2022; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO as follows:

Section One

That the entirety of the modified Salida Crossings Planned Development, located at 1520 E. Hwy 50, be and is hereby approved with the modifications shown by Exhibit A: Salida Crossings Development Plan, dated _____; Exhibit B: Conditions of Approval. All exhibits are attached to this ordinance.

Section Two

Upon approval by the City Council of the subject Final Development Plan for the Salida Crossings Planned Development modification, it shall be considered a site specific development plan and granted a vested property right. The City Council is approving the vested property right subject to the terms and conditions contained in the development plan and this ordinance and failure to abide by such terms and conditions may, at the option of the City Council, after a public hearing, result in the forfeiture of vested property rights.

Section Three

Upon approval by the City Council the applicant shall have one hundred eighty (180) days to submit a final Mylar of Exhibit A; and incorporating the conditions of approval attached as Exhibit B for the Mayor's signature and recordation.

Section Four

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

1. Publish this Ordinance in a newspaper of general circulation in the City of Salida.

Section Five

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

Section Six

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

Section Seven

City of Salida Ordinance 2018-04, and all of its approvals, attachments and exhibits, is hereby repealed and replaced by this Ordinance 2022-25.

INTRODUCED ON FIRST READING, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the City of Salida by the City Council on December 6, 2022 and set for second reading and public hearing on the 20th day of December, 2022.

INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED PUBLISHED BY TITLE ONLY, by the City Council on the 20th day of December, 2022.

CITY OF SALIDA

By: _____
Mayor



ATTEST: Erin Kelley
City Clerk

(SEAL)



PUBLISHED IN FULL in the Mountain Mail after First Reading on the 9th December, 2022 and **BY TITLE ONLY**, after Final Adoption on the 23rd December 2022.

By: _____
City Clerk



**CITY OF SALIDA, COLORADO
RESOLUTION NO. 62
(Series 2022)**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO
APPROVING THE SUBDIVISION PLAT FOR THE SALIDA CROSSINGS MAJOR
SUBDIVISION**

WHEREAS, the property owners, BV Investments, LLC (“Developers”) submitted application for approval of a Major Impact Review for Salida Crossings Major Subdivision; and

WHEREAS, the property (“Property”) that is subject to the proposed subdivision consists of 3.15 acres located at 1520 E. Highway 50, particularly described in **Exhibit A**; and

WHEREAS, the property is zoned Planned Development (PD) and subject to specific conditions and dimensional standards of the Salida Crossings PD modification; and

WHEREAS, on December 13, 2022, the Salida Planning Commission held a public hearing and recommended approval with conditions of the Salida Crossings Major Subdivision, consisting of 22 lots plus a common outlet; and

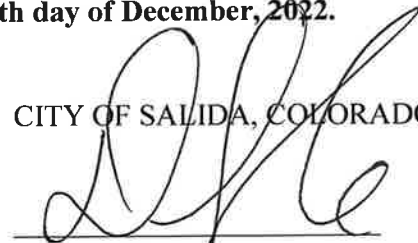
WHEREAS, the Salida City Council held a duly noticed public hearing on Dec 20, 2022.

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

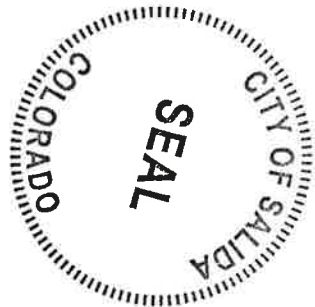
The Salida Crossings Major Subdivision is hereby approved, subject to the conditions described in **Exhibit B** and incorporated herein:

RESOLVED, APPROVED AND ADOPTED on this 20th day of December, 2022.

CITY OF SALIDA, COLORADO



Mayor



(SEAL)

ATTEST:



City Clerk/Deputy City Clerk