



## CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Bill Almquist - Community Development Director	September 17, 2024

### **ITEM**

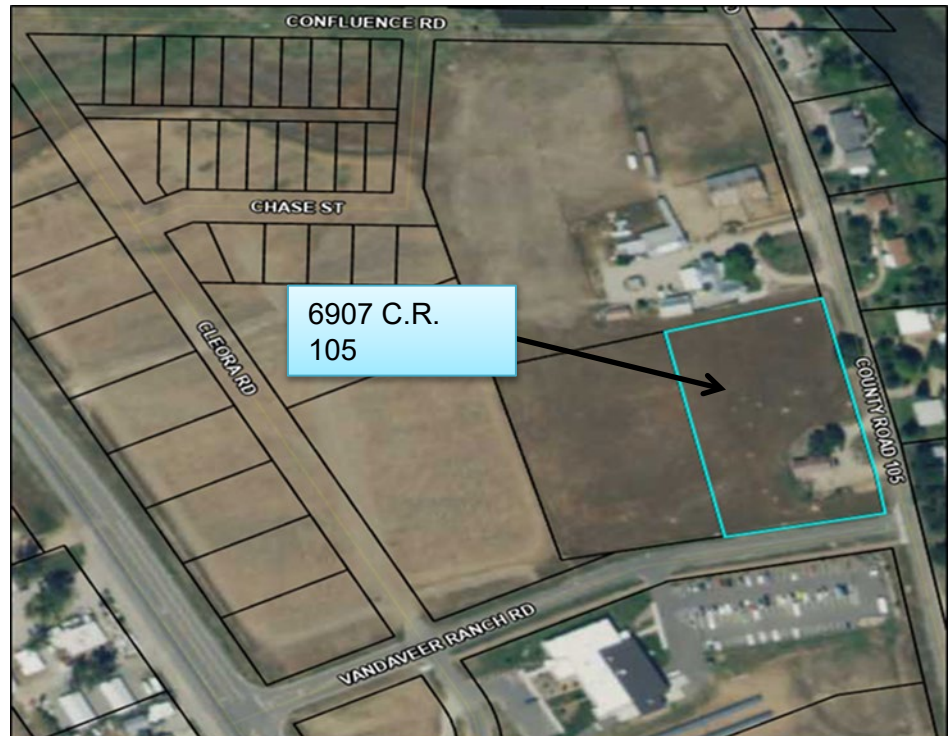
Resolution 2024-59 – Approval of the Subdivision Improvements, Development Improvements, and Inclusionary Housing Agreement for the Flour Mill Planned Development Overlay and Major Subdivision.

### **BACKGROUND**

The Flour Mill Planned Development and Major Subdivision was approved by City Council with the adoption of Ordinance 2023-20 on January 2, 2024. The Flour Mill PD and Major Subdivision is a 14 lot, 69-unit residential project on 2 acres located at 6907 C.R. 105.

The attached agreement addresses the financial guarantee for the construction of public and other improvements within the subdivision and the particulars for implementing the City's inclusionary housing requirements. The particulars of these two main sections of the Flour Mill Planned Development and Subdivision

Agreement are described below. Note that a separate Incentives Agreement between the City and the developer will also be considered outside of this item and related to additional proposed provisions for affordability.



**Subdivision Improvement Agreement:** Section 16-2-60 of the Salida Municipal Code (SMC) requires a subdivision improvement agreement. Section 5 of the agreement sets the standard for the developer to put in place a financial guarantee 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 must be 125% of the estimated cost; for the Flour Mill project the amount is



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\$1,029,061.25. 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 SMC requires Planned Developments and Major Subdivisions to include at least 16.7% of the units as affordable. The code requires a final agreement between the City and the Developer for how the inclusionary housing requirements will be met.

- Section 7 defines how minimum inclusionary housing responsibilities will be met. The developer has chosen to provide at least one (1) for-sale single-family residential unit, at least fourteen (14) for-sale condominiums and at least twenty (20) rental units to meet the inclusionary housing requirement for the Flour Mill Planned Development and Major Subdivision.

### **STAFF RECOMMENDATIONS**

Staff recommends the City Council approve the Subdivision Improvements, Development Improvements, and Inclusionary Housing Agreement for the Flour Mill Planned Development and Major Subdivision.

### **SUGGESTED MOTION**

A Council person should make the motion to “Approve Resolution 2024-59 to approve the proposed Subdivision Improvements, Development Improvements, and Inclusionary Housing Agreement for the Flour Mill Planned Development and Major Subdivision.”

Attachments: Resolution 2024-59  
Exhibit A - Subdivision Improvements, Development Improvements, and Inclusionary Housing Agreement  
Flour Mill Planned Development Plat  
Flour Mill Major Subdivision Plat

**CITY OF SALIDA, COLORADO**  
**RESOLUTION NO. 59**  
**(Series 2024)**

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

**WHEREAS**, the property owners, Biker Baker Holdings, LLC (“Developer”) are owners of the proposed Flour Mill Planned Development and Major Subdivision; and

**WHEREAS**, on January 2, 2024 the City Council approved Ordinance 2023-20 for the Flour Mill Planned Development and Major Subdivision which consists of fourteen (14) lots on the 2 acre (“Property”); and

**WHEREAS**, pursuant to Sections 16-2-60 of the Salida Municipal Code (“Land Use Code”) and the conditions set forth in Ordinance 2023-20, the City and the Developer wish to enter into a Subdivision Improvements Agreement and Development Improvements Agreement to set forth their understanding concerning the terms and conditions for the construction of the subdivision public improvements and other improvements; and

**WHEREAS**, 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; and

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

**WHEREAS**, upon such approval, city staff shall be permitted to correct nonsubstantive 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, Development Improvements, and Inclusionary Housing Agreement for the Flour Mill Planned Development and Major Subdivision, attached hereto and incorporated herein as “Exhibit A” is hereby approved.

**RESOLVED, APPROVED AND ADOPTED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF SALIDA, COLORADO

\_\_\_\_\_  
Mayor Dan Shore

(SEAL)  
ATTEST:

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City Clerk/Deputy City Clerk

## EXHIBIT A

### DEVELOPMENT IMPROVEMENTS, SUBDIVISION IMPROVEMENTS, AND INCLUSIONARY HOUSING AGREEMENT (Flour Mill PD and Major Subdivision)

THIS SUBDIVISION IMPROVEMENT AND INCLUSIONARY HOUSING AGREEMENT (the “Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF SALIDA, COLORADO, a Colorado statutory city (“City”), and BIKER BAKER HOLDINGS, LLC a limited liability company, or its successors and assigns and any subsequent owners of the Property, (“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 Flour Mill Planned Development and Major Subdivision (the “Project”), and more particularly described on attached **Exhibit B**, 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 and approval for a 14-lot major subdivision for the residential project on a 2-acre site zoned R-3 on January 2, 2024, when the City Council adopted Ordinance 2023-20 on second reading.
- 1.3 Section 16-2-60 of the Salida Municipal Code requires that the applicants enter into development and subdivision improvements agreements with the City. Pursuant to Section 16-13-20 (g) of the Land Use Code, residential developments must enter into an inclusionary housing development agreement with the City Council. Such agreements may be part of a development improvements and/or subdivision improvements agreement. The agreement shall address the total number of units; the number of affordable units provided; standards for parking, density and other development standards for projects meeting the requirements; design standards for the affordable units and any restrictive covenants necessary to carry out the purposes of the inclusionary housing requirements.
- 1.4 Pursuant to Section 16-2-60 of the Land Use Code, the City and the Developer wish to enter into this Agreement to set forth their understanding concerning requirements of the Project including fees; provision of 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”).
- 1.5 The development plan for the Planned Development was recorded on \_\_\_\_\_, 20\_\_ at reception number \_\_\_\_\_ of the Chaffee County Recorder’s Office.
- 1.6 The City wishes to advance development within municipal boundaries in accordance with the City of Salida Comprehensive Plan adopted April 16, 2013, as it may be amended.
- 1.7 The City has determined that this Agreement is consistent with the City of Salida 2013 Comprehensive Plan and all applicable City Ordinances and regulations.

- 1.8 The City and the Developer acknowledge that the terms and conditions hereinafter set forth are reasonable, within the authority of each to perform, and consistent with the City of Salida Comprehensive Plan.

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

## **Section 2 – Definitions**

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

- 2.1 “Agreement” means this Development Improvements; Subdivision Improvements; and Inclusionary Housing Agreement. The Recitals in Section 1 above are fully incorporated into this Agreement and made a part hereof by this reference.
- 2.2 “Association” means a common interest community association that the Developer may form pursuant to the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101 et seq., responsible for managing, maintaining, and governing the common elements, enforcing covenants, and collecting assessments from the unit owners within the community. The Association operates in accordance with the covenants, conditions, and restrictions (CC&Rs) set forth in the Declaration and Bylaws, and is empowered to act on behalf of the collective interests of its members, who are the unit owners.
- 2.3 “Affordable Housing” means units that are permanently deed restricted to be sold or rented. The prices for sale or rents charged for permanently affordable priced dwelling units shall not exceed a price that is affordable to a household earning the applicable percentage of Area Median Income (AMI) for Chaffee County as specified by Ordinance 2023-10.
- 2.4 “Building Permit” means any building permit issued under the Permit Application, if approved.
- 2.5 “City” means the City of Salida, a Colorado statutory City.
- 2.6 “City Administrator” means the City Administrator of the City of Salida, and the City Administrator’s designee.
- 2.7 “City Code” means the City of Salida Municipal Code.
- 2.8 “City Council” means the City Council of the City of Salida, Colorado.
- 2.9 “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.
- 2.10 “Developer” means Biker Baker Holdings, LLC, and its successor(s)-in-interest, assigns and any subsequent owners of the Property.
- 2.11 “Development” means all work on the Property required to transform the Property into the

Flour Mill Planned Development and Major Subdivision approved by the City by means of Ordinance 2023-20. 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.”

- 2.12 “Drainage Plan” means the drainage system designed for the subdivision in accordance with Section 16-8-60 of the Land Use Code.
- 2.13 “Easement Lands” means all real property to be dedicated to the City hereunder in the form of easements.
- 2.14 “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.
- 2.15 “Force Majeure” means acts of God, fire, abnormal weather, explosion, riot, war, labor disputes, terrorism, or any other cause beyond the applicable Party’s reasonable control. A lack of money or inability to obtain financing does not constitute Force Majeure.
- 2.16 “Land Use Code” means the City’s Land Use and Development Code, Title 16 of the City Code.
- 2.17 “Native Vegetation” means “native plant” as defined in the Colorado Noxious Weed Act, C.R.S. § 35-5.5-103(15).
- 2.18 “Noxious Weed” takes the meaning given to that term in the Colorado Noxious Weed Act, C.R.S. § 35-5.5-103(16).
- 2.19 “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.
- 2.20 “Performance Guarantee” means cash, a letter of credit, a cash bond, a performance bond, or other security acceptable to the City Attorney to secure the Developer’s construction and installation of the Required Improvements, in an amount equal to 125% of the estimated cost of said Required Improvements.
- 2.21 “Permit Application” means the Developer’s full and complete application for a building permit for any residential units to be constructed on the Property. The Permit Application is on file in the office of the City Administrator and is fully incorporated herein and made a part hereof by this reference.
- 2.22 “Property” means the land that is known as the “Flour Mill Planned Development and Major Subdivision” and described in attached **Exhibit B**.
- 2.23 “Public Improvements” means Required Improvements constructed and installed by the Developer

and dedicated to the City in accordance with this Agreement, including without limitation water mains, water service lines, water laterals, fire hydrants, and other water distribution facilities; irrigation lines and facilities; wastewater collection mains, lines, laterals, and related improvements; drainage facilities in public rights-of-way; handicap ramp improvements; and required curbs, sidewalks, and street improvements.

- 2.24 “Public Improvements Warranty Period” means a period of one year from the date that the City Engineer or City Engineer’s designee, in accordance with the terms and conditions of paragraph 5.9 below, approves the Public Improvements and certifies their compliance with approved specifications.
- 2.25 “Reimbursable Costs and Fees” means all fees and costs incurred by the City in connection with the City’s processing and review of the Development Plan, Subdivision Plat, Permit Application and the Building Permit; and the City’s drafting, review, and execution of this Agreement.
- 2.26 “Required Improvements” means the public and other improvements that the Developer is required to make to the Property in association with the Developer’s activities under the Permit Application and the Building Permit, including without limitation improvements for roads, signage, landscaping, drainage improvements, sidewalks, and utilities.
- 2.27 “Subdivision Plat” means Flour Mill Major Subdivision of the Property approved by Ordinance No. 2023-20.
- 2.28 “Water Facilities” means the water main, service line, and all other appurtenances and necessary components of the water distribution system to be constructed by the Developer to extend City water service to the Property.

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

### **Section 3 – Purpose of Agreement and Binding Effect**

- 3.1 Flour Mill Planned Development and Major Subdivision. The Flour Mill Planned Development and Major Subdivision is a residential project consisting of residential uses in conformance with specific requirements stated in Ordinance 2023-20. The Developer intends to develop the project including a major subdivision of 14 lots and will be constructing three (3) single-family residences, three (3) duplex buildings and three multi-family buildings containing 20 units in each.
- 3.2 Contractual Relationship. The purpose of this Agreement is to establish a contractual relationship between the City and the Developer with respect to the improvements the Developer is required to make to the Property in association with the Developer’s activities under the Permit Application and the Building Permit, and to establish terms and conditions for such improvements. The terms, conditions, and obligations described herein are contractual obligations of the Parties, and the Developer waives any objection to the enforcement of the terms of this Agreement as contractual obligations.
- 3.3 Binding Agreement. This Agreement benefits and is binding upon the City, the Developer, and the Developer’s successor(s). The Developer’s obligations under this Agreement constitute a



covenant running with the Property.

- 3.4 Reservation. To the extent that the City becomes aware of new information about the Property, and notwithstanding anything to the contrary herein, the City reserves the right to require new terms, conditions, or obligations, as reasonable, with respect to the Required Improvements for the Property, in each case consistent with the intent of this Agreement, the Incentive and Development Agreement and the City Code.

#### **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 No. 2023-20; and all other applicable laws and regulations, including without limitation all City Ordinances and regulations, all State statutes and regulations, and all Federal laws and regulations.
- 4.2 The approval of the planned development overlay and major subdivision by the City Council on January 2, 2024, constitutes approval of the site specific development plan and establishment of vested property rights for the project per Section 16-2-20 of the Code. An established vested property right precludes any zoning or land use action by the City or pursuant to an initiated measure which would alter, impair, prevent, diminish, impose a moratorium on development, or otherwise delay the development or use of the property as set forth in the approved site specific development plan.

#### **Section 5 – Terms and Conditions for Development of Property**

- 5.1 Other Applicable Laws and Regulations. All terms and conditions imposed by this Agreement are in addition to and not in place of any and all requirements of the City Code as it may be amended, including without limitation the Land Use Code, and all other applicable laws and regulations, including all City Ordinances and regulations, all State statutes and regulations, and all Federal laws and regulations.
- 5.2 Submittals to and Approvals by City Administrator. Unless this Agreement specifically provides to the contrary, all submittals to the City in connection with this Agreement must be made to the City Administrator. In addition, unless this Agreement specifically provides to the contrary, the City Administrator and/or City Council must provide all approvals required of the City in connection with this Agreement.
- 5.3 Public Improvements. The Developer shall complete the construction and installation, at no cost to the City, of all Public Improvements required for the Development in compliance with Salida Municipal Code, the Public Improvements must be designed, built and installed in conformity with 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. Developer shall not be issued a building permit or begin construction prior to the City Engineer's approval of Developer's submitted Public Improvement plans as pursuant to Section 5.4 below.

- 5.4 Required Improvements. Attached **Exhibit C**, 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 to complete construction and installation of those Required Improvements, including both labor and materials. Cost estimate based on public improvements per civil engineering construction drawings as prepared by Crabtree Group Inc. The Required Improvements must be designed, built, and installed in conformity with the City's Standard Specifications for Construction, as those Standard Specifications may be amended, and must be designed, approved, and stamped by a registered professional engineer retained by the Developer. Before the Developer's commencement of construction or installation of the Required Improvements, the City Engineer or City Engineer's designee must review and approve the drawings and plans for such improvements. In addition to warranting the Required Improvements as described in paragraph 5.10 below, the Developer shall perform routine maintenance on the Public Improvements for the duration of the Public Improvements Warranty Period and on the other Required Improvements for the duration of the Other Required Improvements Warranty Period.
- 5.5 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.
- 5.6 Observation of Development and Inspection of Required Improvements. The City may observe all Development on the Property, and may inspect and test each component of the Required Improvements. Consistent with Section 16-2-20(r) of the Land Use Code, the Developer shall reimburse the City for all reasonable costs associated with the City's observation of Development on the Property and inspection of the Required Improvements. Promptly, but in no event more than [REDACTED] business days following such inspection and testing, the City shall provide Developer with an invoices for all costs associated with its observation, inspection, and testing, and Developer shall promptly pay such costs to the City. The City shall not give its written approval of the Required Improvements, as described in paragraph 5.7 below, until such costs have been reimbursed. Such observation and inspection may occur at any point before, during, or upon completion of construction.
- 5.7 City Engineer's Written Approval of Required Improvements. Promptly following the Developer's request, and in no case more than [REDACTED] business days following such 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. Promptly, but in no case more than [REDACTED] business days following such inspection, the City Engineer or the City Engineer's designee shall either: (i) confirm in writing the date(s) on which (A) individual Required Improvements have been completed in conformity with the approved plans and specifications, and (B) all Public Improvements have been completed in conformity with the approved plans and specifications, or (ii) respond in writing with the deficiencies in the Required Improvements. In the event the City Engineer responds with a notice under Section 5.7(ii), the Developer shall make all corrections necessary to bring the Required Improvements into conformity with the approved plans and specifications, and the process set forth above shall be repeated until the City Engineer or its designee is reasonably satisfied that the foregoing has been satisfied.

- 5.8 Performance Guarantee. Before commencement of any further construction on the Required Improvements, the Developer shall furnish the City with an effective Performance Guarantee in the amount of 125% of the total estimated cost of completing the Required Improvements, as shown on Exhibit C. The total estimated cost of completing the Required Improvements, including both labor and materials, is \$823,249.00. Therefore, the Performance Guarantee must be in an amount equal to \$1,029,061.25.
- 5.8.1 The Performance Guarantee must provide for payment to the City upon demand, based upon the City's written certified statement that the Developer has failed to construct, install, maintain, or repair, as required by this Agreement, any of the Required Improvements.
- 5.8.2 The Developer shall extend or replace the Performance Guarantee at least thirty (30) 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 5.8 and the Land Use Code.
- 5.8.3 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 shall authorize a release of the Performance Guarantee in the amount of 75% of the documented cost of the Completed Improvements, pursuant to the terms of this Agreement.
- 5.8.4 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 C**.
- 5.8.5 Upon the expiration of both the Public Improvements Warranty Period and the Other Required Improvements Warranty Period described in paragraph 5.10 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 5.11 below, the City Council shall authorize a full release of the Performance Guarantee.
- 5.8.6 Failure to provide or maintain the Performance Guarantee in compliance with this paragraph will constitute an event of default by the Developer under this Agreement. Such default will be subject to the remedies, terms, and conditions listed in Section 8 below, including without limitation the City's suspension of all activities, approvals, and permitting related to the Subdivision Plats or Development Plan.
- 5.9 Conveyance of Public Improvements. Within twenty-eight days of the City's final acceptance of

the Public Improvements in accordance with paragraph 5.11 below, the Developer shall, at no cost to the City, do the following:

- 5.9.1 Developer shall provide a written request to the Public Works Director for final inspection of improvements. Promptly upon successful completion of acceptance requirements, but in no case more than [REDACTED] business days following Developer's written request, the Public Works Director will provide to the Developer a Letter of Acceptance.
- 5.9.2 Deliver to the City all engineering designs, current surveys, current field surveys, and as-built drawings and operation manuals for the Public Improvements and for all improvements made for utilities or make reasonable provision for the same to be delivered to the City. The legal description of all utility service lines must be prepared by a registered land surveyor at the Developer's sole expense.
- 5.10 Warranty. The Developer shall warrant the Public Improvements for one year from the date that the City Engineer, in accordance with paragraph 5.7 above, approves the Public Improvements and certifies their compliance with approved specifications ("Public Improvements Warranty Period"). The Developer shall warrant all other Required Improvements for a period of two years from the date that the Director of Public Works, in accordance with paragraph 5.7 above, approves the other Required Improvements and certifies their compliance with approved specifications ("Other Required Improvements Warranty Period"). In the event of any defect in workmanship or quality during the Public Improvements Warranty Period or the Other Required Improvements Warranty Period, the Developer shall correct the defect in workmanship or material. In the event that any corrective work is performed by the Developer during either Warranty Period, the warranty on said corrected work will be extended for one year from the date on which it is completed. Should the Developer default in its obligation to correct any defect in workmanship or material during either the Public Improvements Warranty Period or the Other Required Improvements Warranty Period, the City will be entitled to draw on the Performance Guarantee and/or to pursue any other remedy described in Section 8 below.
- 5.11 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.
- 5.12 Inspection Distinguished from Approval. Inspection, acquiescence, and/or verbal approval by any City official of construction on the Property, at any particular time, will not constitute the City's approval of the Required Improvements as required hereunder. Such written approval will be given by the City only in accordance with paragraph 5.10 above.
- 5.13 Revegetation. Any area disturbed by construction must be promptly revegetated with Native Vegetation following completion of such work unless a building permit application has been requested for such area. In addition, the Developer shall control all Noxious Weeds within such area to the reasonable satisfaction of the City.
- 5.14 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.

- 5.15 Landscape Improvements. “**Other Required Improvements**” are landscape improvements consisting of right of way and parkway landscaping in accordance with the requirements of the approved landscape improvement plan for the Subdivision and the requirements of Section 16-8-90 of the Land Use Code. The Developer or the Association shall be responsible for the Other Required Improvements Warranty Period.
- 5.16 Drainage Improvements. As shown on **Exhibit C**, 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.
- 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 or Association, subject to easements to allow the City access in the event that the Developer or Association 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 below:
- 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.
- 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 E**.
- 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 Development Fees. The Developer shall pay to the City any fees required to be paid under this Agreement or the currently existing City Code or Schedule of Fees, unless otherwise reduced by that Incentive and Development Agreement between the City and Developer and recorded onto the Property. Payment of such fees 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.

### **Section 6 – Construction Schedule**

- 6.1 Construction Schedule. Attached **Exhibit D**, 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 may 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 C**.
- 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). If any delay is caused in whole or in part by the City, the time for completion shall be extended by a reasonable period.

### **Section 7 – Inclusionary Housing**

- 7.1 Agreement to Provide Affordable Housing Consistent with Article XIII of the Land Use Code. The Developer agrees to construct and provide a minimum of fifty percent (50%) of the residential units on the Property as permanently deed-restricted, with such deed restriction form to be drafted by the City Attorney pursuant to City Code to be reasonably approved by the City Attorney before recordation. The Developer hereby agrees, at minimum, to construct and deed restrict as permanently affordable units as follows: one (1) of the for-sale residential units in Phase 1; fourteen (14) of the for-sale condominiums in Phase 2; and twenty (20) rental units in Phase 3. The prices for sale or rents charged for permanently affordable deed restricted residential units shall not exceed a price that is affordable to a household earning the applicable percentage of Area Median Income (AMI) for Chaffee County as specified within Chapter 16, Article XIII of the Salida Municipal Code (the “Inclusionary Housing Ordinance”), unless more specifically provided within this Section 7. Development of the affordable housing units shall be according to the additional standards specified below:
- 7.1.1. Phase 1 (Single-family and Duplex homes) - A certificate of occupancy must be issued for one (1) unit meeting the for-sale Inclusionary Housing deed restriction, prior to issuance of certificate of occupancy of the 6th market rate for-sale unit in Phase 1. The

average sales price of the affordable housing unit shall not exceed a price affordable to households earning one hundred forty (140) percent AMI for Chaffee County.

- 7.1.2. Phase 2 (both Condominium buildings) – A minimum of seven (7) out of the 20 condominium units in each building must be permanently deed restricted meeting the parameters of the for-sale Inclusionary Housing Ordinance and policy, prior to certificate of occupancy of the first condominium building in Phase 2. A certificate of occupancy will not be issued to each individual condominium unit but to the entire building. The average sales price of the affordable housing unit (studios) shall not exceed a price affordable to households earning up to one hundred (100) percent AMI for Chaffee County. The Developer plans to construct 16 studios and 4 two-bedrooms in each of the 2 Condominium buildings. In each of the 2 condominium buildings, there will be at least one (1) deed restricted two-bedroom unit and six (6) deed restricted studio units.
- 7.1.3. Phase 3 (Apartment building)- All twenty (20) rental units in the apartment building will be permanently deed-restricted affordable residential units meeting the parameters of the Inclusionary Housing Ordinance for rental units, prior to certificate of occupancy of the apartment building in Phase 3. Developer shall provide 16 studios for rent at prices up to 80% AMI and 4 two-bedroom units for rent at prices up to 100% AMI.
- 7.1.4 Deed-restricted affordable units within the Association or 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.

### **Section 8 – Default by Developer and City's Remedies**

- 8.1 City's Remedies on Developer's Default. In the event of the Developer's default with respect to any term or condition of this Agreement, the City may take any action necessary or appropriate to enforce its rights, including without limitation any or all of the following:
  - 8.1.1 The refusal to issue any further building permits or a certificate of occupancy to the Developer.
  - 8.1.2 The revocation of any building permit previously issued and under which construction directly related to such building permit has not commenced; provided, however, that this remedy will not apply to a third party.
  - 8.1.3 Suspension of all further activities, approvals, and permitting related to the Permit Application and the Building Permit.
  - 8.1.4 A demand that the Performance Guarantee be paid or honored.
  - 8.1.5 Any other remedy available in equity or at law.



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

## **Section 9 – Indemnification and Release**

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

- 9.2.3 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 E**.
- 9.2.4 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 of this Agreement concerning the power of the City to impose conditions on the Developer as set forth herein. The Developer further waives all objections it may have to the procedure, substance, and form of the ordinances or resolutions of City Council adopting this Agreement.
- 11.2 Final Agreement. This Agreement and the Incentive and Development 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.

Notice. All notices required under this Agreement must be in writing and must be hand- delivered sent by registered or certified mail, return receipt requested, postage prepaid, or by email with read receipt requested, 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  
cityadministrator@cityofsalida.com

With a copy to: Nina P. Williams, Esq.  
Wilson Williams Fellman Dittman  
1314 Main Street, Suite 101  
Louisville, CO 80027  
nina@wwfdlaw.com

Notice to the Developer: Biker Baker Holdings, LLC  
815 G Street  
Salida, CO 81201  
rob@sweetiesinsalida.com

With a copy to: Principle Law  
Attn: Attorney Nathan T. Lawrence  
PO Box 1224  
Salida, CO 81201  
nathan@principle.law

- 11.6 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.
- 11.7 Recording. The City shall record this Agreement with the Clerk and Recorder of Chaffee County, Colorado, at the Developer's expense.
- 11.8 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).
- 11.9 No Waiver of Immunity. Nothing in this Agreement, express or implied, waives or is intended to waive the City's immunity under Colorado State law, including without limitation the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through -120.
- 11.10 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.
- 11.11 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.

- 11.12 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.
- 11.13 Counterparts. This Agreement may be executed in multiple counterparts, all of which taken together constitute one and the same document.

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

CITY OF SALIDA, COLORADO

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

ATTEST:

\_\_\_\_\_  
City Clerk/Deputy City Clerk

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF CHAFFEE     )

Acknowledged, subscribed, and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
202\_\_\_\_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:

\_\_\_\_\_  
Biker Baker Holdings, LLC

STATE OF COLORADO    )  
                                  ) ss.  
COUNTY OF CHAFFEE    )

Acknowledged, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_ by  
\_\_\_\_\_, as representative of Biker Baker Holdings, LLC.

WITNESS my hand and official seal.  
My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

## EXHIBIT B

### LEGAL DESCRIPTION OF PROPERTY

A PARCEL OF LAND LOCATED WITHIN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO, BEING LOT 3 OF THE TRIPLE T RANCH MINOR SUBDIVISION AND A PORTION OF CHAFFEE COUNTY ROAD NO. 105, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT LOCATED AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF VANDAVEER RANCH ROAD AND THE WESTERN RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO. 105, SAID POINT BEING MARKED BY A 1½" ALUMINUM CAP STAMPED "LS 16117" AND BEING THE POINT OF BEGINNING;

THENCE SOUTH 78°47'57" WEST ALONG SAID NORTH RIGHT-OF-WAY OF VANDAVEER RANCH ROAD, A DISTANCE OF 221.72 FEET;

THENCE NORTH 12°14'41" WEST, A DISTANCE OF 383.06 FEET;

THENCE NORTH 73°55'54" EAST, A DISTANCE OF 221.81 FEET TO SAID WESTERN RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO. 105;

THENCE NORTH 12°48'58" WEST A DISTANCE OF 60.18 FEET;

THENCE NORTH 13°53'16" WEST A DISTANCE OF 268.86 FEET;

THENCE NORTHWESTERLY AND DEFLECTING TO THE LEFT, A DISTANCE OF 169.14 FEET ALONG THE ARC OF A CURVE HAVING A RADIUS OF 820.00 FEET, A DELTA ANGLE OF 11°49'07", A CHORD LENGTH OF 168.84 FEET AND A CHORD BEARING OF NORTH 19°46'48" WEST;

THENCE NORTH 25°25'46" WEST A DISTANCE OF 16.62 FEET, THIS AND THE PREVIOUS 3 COURSES ARE ALONG SAID WESTERN RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO. 105;

THENCE SOUTH 88°48'25" EAST A DISTANCE OF 55.88 FEET TO THE EASTERN RIGHT-OF-WAY OF SAID CHAFFEE COUNTY ROAD NO. 105;

THENCE SOUTH 17°20'35" EAST A DISTANCE OF 299.74 FEET;

THENCE SOUTH 14°18'14" EAST A DISTANCE OF 237.32 FEET;

THENCE SOUTH 11°01'56" EAST A DISTANCE OF 251.91 FEET;

THENCE SOUTH 10°39'25" EAST A DISTANCE OF 180.73 FEET, THIS AND THE PREVIOUS 3 COURSES ARE ALONG SAID EASTERN RIGHT-OF-WAY OF SAID CHAFFEE COUNTY ROAD NO. 105;

THENCE SOUTH 78°47'57" WEST A DISTANCE OF 47.24 FEET TO SAID WESTERN RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO. 105 ;

THENCE NORTH 09°55'44" WEST ALONG SAID WESTERN RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO. 105, A DISTANCE OF 66.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.10 ACRES

ALSO KNOWN BY THE FOLLOWING ADDRESS:

6907 COUNTY ROAD 105, SALIDA, CO 81201

AND ASSESSOR'S SCHEDULE OR PARCEL NUMBER: 380709100072



GARTZMAN-THE FLOUR MILL  
EOPC PUBLIC INFRASTRUCTURE

**EXHIBIT C**

8/27/24 AGENCY REVIEW PLAN SET DATED 2/14/24

QNTY				COST
P1	UNIT	DESCRIPTION	UNIT COST	P1
2	AC	CLEAR AND GRUB	\$10,000.00	\$ 20,000.00
9666	SY	CUT AND FILL OVERLOT GRADING	\$9.00	\$ 86,994.00
1	EA	CUT AND CAP EXISTING SAS SERVICE AT MAIN	\$2,500.00	\$ 2,500.00
3	EA	REMOVE AND DISPOSE OF UTILITY POLE	\$1,500.00	\$ 4,500.00
1256	SY	REMOVE AND DISPOSE OF CHIP SEAL ROAD	\$9.00	\$ 11,300.00
137	SY	REMOVE AND DISPOSE OF ASPHALT	\$13.50	\$ 1,845.00
17	SY	REMOVE AND DISPOSE OF CONCRETE	\$18.00	\$ 300.00
390	CY	UNDERGROUND STORMWATER DETENTION	\$105.00	\$ 40,950.00
2	EA	RETENTION PONDS-GRADING AND RIP RAP	\$5,500.00	\$ 11,000.00
2	EA	STORM INLET	\$6,000.00	\$ 12,000.00
150	LF	12" STORM PIPE	\$80.00	\$ 12,000.00
474	LF	30" CITY STANDARD CURB AND GUTTER	\$42.00	\$ 19,908.00
392	SY	4" SIDEWALK OVER 4" ROAD BASE	\$90.00	\$ 35,310.00
28	SY	6" CONCRETE OVER 6" ROAD BASE (DRIVEWAYS)	\$108.00	\$ 3,060.00
1468	SY	5" ASPHALT OVER 8" ROAD BASE (OR MILLINGS)	\$86.50	\$ 126,982.00
2	EA	ADA RAMP (ALSO PAID FOR SIDEWALK AREA)	\$2,500.00	\$ 5,000.00
2	EA	SANITARY SEWER MANHOLE	\$6,500.00	\$ 13,000.00
350	LF	8" SANITARY SEWER MAIN	\$105.00	\$ 36,750.00
630	LF	4" SANITARY SEWER SERVICE	\$75.00	\$ 47,250.00
13	EA	SANITARY SEWER SERVICE CLEANOUT	\$800.00	\$ 10,400.00
490	LF	8" WATER MAIN	\$110.00	\$ 53,900.00
3	EA	FIRE HYDRANT ASSEMBLY	\$9,500.00	\$ 28,500.00
2	EA	8X4" HOT TAP	\$5,000.00	\$ 10,000.00
310	LF	4" FIRE SUPPRESSION LINE	\$90.00	\$ 27,900.00
3	EA	2" TAPPING SADDLE, CORP, CURB, Meter not included	\$5,000.00	\$ 15,000.00
500	LF	2" WATER LINE	\$67.00	\$ 33,500.00
10	EA	3/4" CORP, CURB, METER NOT INCLUDED	\$3,500.00	\$ 35,000.00
650	LF	3/4" WATER LINE	\$55.00	\$ 35,750.00
		<b>MISC Construction Costs</b>		\$ -
1	EA	Mobilization	\$10,000.00	\$ 10,000.00
1	EA	Storm water management, erosion and dust control	\$36,000.00	\$ 36,000.00
1	EA	Traffic Control	\$10,000.00	\$ 10,000.00
1	EA	Survey and construction staking	\$15,000.00	\$ 15,000.00
1	EA	Performance Bond	\$11,650.00	\$ 11,650.00
		TOTAL		\$ 823,249.00
				PHASE 1

The Flour Mill - Public Improvements  
Schedule DRAFT

Prepared 8/27/24

## EXHIBIT D

[illegible]

## **Open Records Policy – EXHIBIT E**

### **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: \$41.37

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

\$10/colored ink, paper 24" x 36"

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



LOT 3  
TRIPLE T RANCH MINOR SUBDIVISION  
CHAFFEE COUNTY, COLORADO

KNOW ALL PERSONS BY THESE PRESENTS THAT THE UNDERSIGNED IS THE FEE OWNER OF THE FOLLOWING DESCRIBED PROPERTY:

LOT 3  
TRIPLE T RANCH MINOR SUBDIVISION  
PER PLAT RECORDED NOVEMBER 30, 2015 AS RECEPTION NO. 423912  
CHAFFEE COUNTY, COLORADO

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE CAUSED THESE PRESENTS TO BE EXECUTED ON THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_

\_\_\_\_\_, 20\_\_\_\_.

OWNER:

STATE OF COLORADO }  
                              } SS  
COUNTY OF CHAFFEE }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_

\_\_\_\_\_,  
 REPRESENTING \_\_\_\_\_, TITLE INSURANCE  
 COMPANY IN THE STATE OF COLORADO DO CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE REAL PROPERTY  
 SHOWN AND DESCRIBED ON THESE PLATS AND FOUND TITLE VESTED IN SALIDA BOTTLING COMPANY, LLC, A  
 COLORADO LIMITED LIABILITY COMPANY, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES,

EXCEPT: \_\_\_\_\_

SIGNATURE

- 1) BASIS OF BEARING FOR THIS SURVEY IS GRID NORTH FROM COLORADO STATE PLANE COORDINATE SYSTEM CENTRAL ZONE, BASED ON G.P.S. OBSERVATIONS ALONG THE NORTHERN RIGHT-OF-WAY OF VANDAVEER RANCH ROAD BETWEEN A 1 1/2" ALUMINUM CAP STAMPED 'LS 37937" AND A 1 1/2" ALUMINUM CAP STAMPED 'LS 1 G 1 I 7' HAVING A BEARING OF NORTH 78°47'57" EAST.
- 2) UNDERGROUND UTILITIES SHOWN AS MARKED ON THE SURFACE BY UTILITY NOTIFICATION CENTER OF COLORADO AND OTHERS, LANDMARK SURVEYING AND MAPPING ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF ANY UNDERGROUND UTILITIES DEPICTED HEREON.
- 3) THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY LANDMARK SURVEYING AND MAPPING TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING TITLE OF RECORD, LANDMARK SURVEYING AND MAPPING RELIED UPON DOCUMENTS PROVIDED BY THE CLIENT. EASEMENTS SHOWN HEREON PER PLAT OF TRIPLE T RANCH MINOR SUBDIVISION AS RECORDED AT RECEPTION NO. 4239 12 (SUB401)
- 4) ELEVATIONS DEPICTED HEREON ARE BASED UPON NAVD88.
- 5) CONTOUR INTERVAL = 1'
- 6) DATE OF FIELDWORK: 10/12/22, 06/28/23
- 7) SITE BENCHMARK IS A 1 1/2" ALUMINUM CAP STAMPED 'LS 37937' ON THE NORTH-EAST CORNER OF THE SUBJECT PROPERTY WITH AN ELEVATION OF 7009.66'

I, SYDNEY ARTHUR SCHIEREN, A REGISTERED LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE BOUNDARY SURVEY AND TOPOGRAPHIC SURVEY INFORMATION SHOWN ON THIS PLANNED DEVELOPMENT PLAN WERE PREPARED UNDER MY DIRECT SUPERVISION AND CHECKING, AND THAT THE SURVEY INFORMATION SHOWN ON THE PLAT CONTAINED HEREIN IS BASED ON A MONUMENTED LAND SURVEY AS SHOWN, AND THAT SAID SURVEYS AND THE KNOWLEDGE PERTAINING TO SAID SURVEYS ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED THIS            DAY OF            , 20

SIGNATURE

THIS PLANNED DEVELOPMENT PLAN IS APPROVED FOR FILING

DATED: \_\_\_\_\_, 20\_\_\_\_

BY: \_\_\_\_\_  
MAYOR

THIS PLANNED DEVELOPMENT PLAN WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF CHAFFEE COUNTY,

COLORADO, AT \_\_\_\_\_.M., ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_, UNDER

RECEPTION NO. \_\_\_\_\_

CHAFFEE COUNTY CLERK AND RECORDER

1. 50% OF THE UNITS WILL BE DEED RESTRICTED PER CITY STANDARD.
2. ALL SINGLE FAMILY HOMES AND DUPLEXES WILL BE SOLD AT OR BELOW 120% AMI PRICE.
3. ALL CONDOMINIUM SALES WILL BE AT OR BELOW 100% AMI PRICE.
4. ALL APARTMENT RENTALS WILL BE AT OR BELOW 100% AMI.



1. LOT LINE ADJUSTMENTS FOR DESIGN CHANGES AND/OR CONSTRUCTION TOLERANCES ARE ANTICIPATED AND SHALL BE CONSIDERED "PRACTICAL NECESSITIES" PER SECTION 16-6--70 CITY OF SALIDA MUNICIPAL CODE.
2. BUILDING PERMIT APPLICATIONS SHALL BE PROCESSED PRIOR TO COMPLETION OF REQUIRED INFRASTRUCTURE IN SUBDIVISION IMPROVEMENT AGREEMENT. CERTIFICATES OF OCCUPANCY SHALL NOT BE GRANTED UNTIL COMPLETION OF REQUIRED INFRASTRUCTURE FOR THE PHASE IN QUESTION.

1. COVER SHEET
2. SITE PLAN

PROJECT PHASE 9/12/23

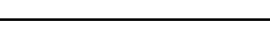
## COVER

SHEET NO.

1

OF 2 SHOTS.

22020

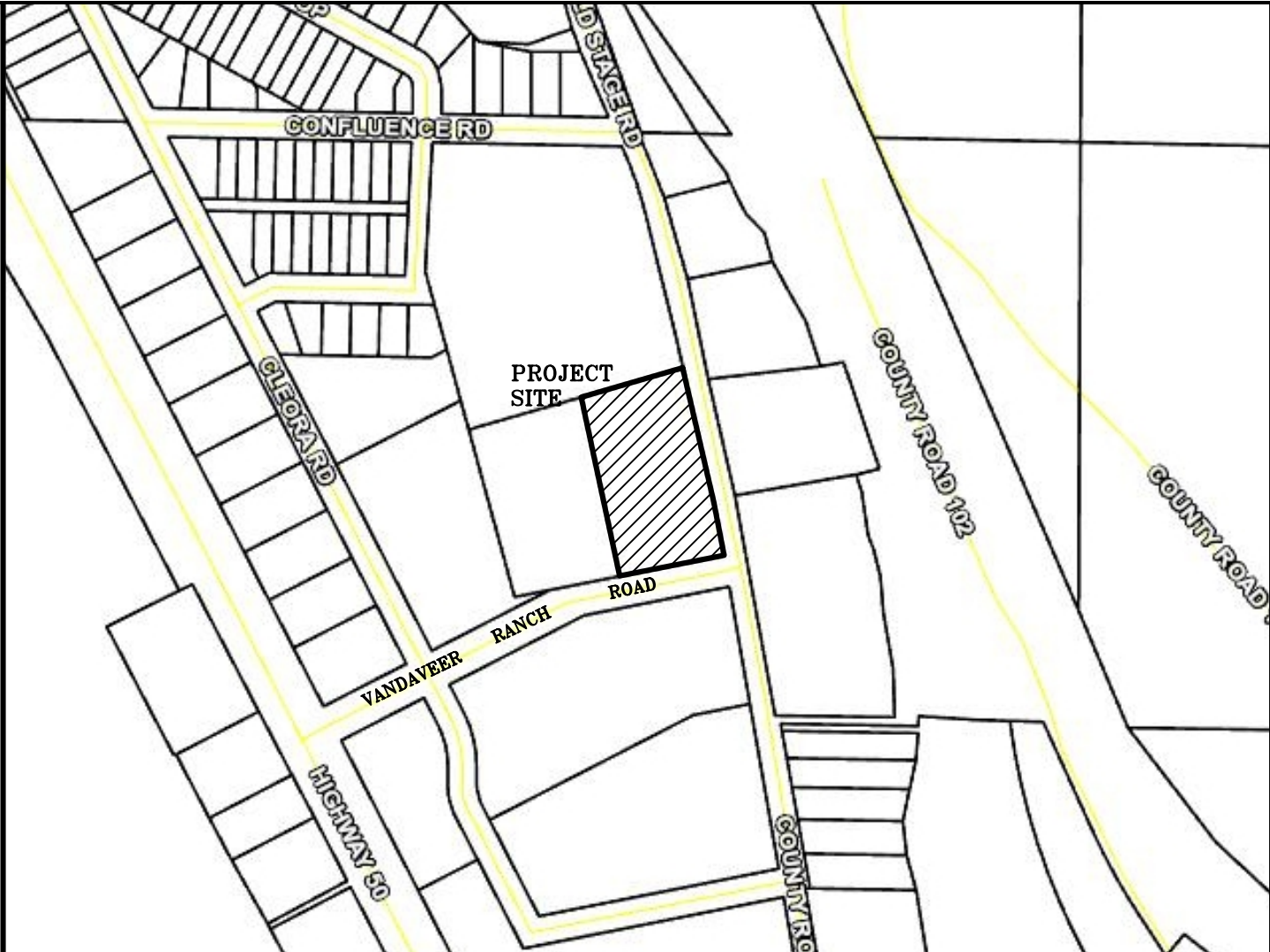
<b>PRIVATE ENGINEER'S NOTES TO CONTRACTOR</b> THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS TO THE BEST OF OUR KNOWLEDGE. THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS, OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS. THE CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL APPLY 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 HIS WORK. EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.		<b>PREPARED FOR:</b> BIKER BAKER HOLDINGS, LLC 129 W SACKETT AVE, UNIT C SALIDA, CO 81201 PHONE: 303-903-4620  <b>PREPARED UNDER THE DIRECTION OF:</b>  DATE _____		<b>PREPARED BY:</b>  <b>CRABTREE GROUP INC.</b> ENGINEERING SMART GROWTH™ 325 D STREET SALIDA, CO 81201 PH: 719-539-1675 915 CUYAMA ROAD OJAI, CA 91302-5 PH: 719-221-1799		<b>SEAL</b>  DATE _____ BY _____ MARK _____ _____ ENGINEER		<b>CITY OF SALIDA</b> DESIGNED BY BH DRAWN BY BH, RP CHECKED BY BH SCALE 1"=20' DATE SEP. 2023		APPROVED BY: _____ AGENCY HEAD _____ DATE _____ <b>BENCHMARK:</b> A 1-1/2" ALUMINUM CAP STAMPED "LS 793737" ON THE NORTH-EAST CORNER OF THE SUBJECT PROPERTY WITH AN ELEVATION OF 7009.66'		<b>THE FLOUR MILL</b> SALIDA, CO <b>PD PLAN</b> COVER		SHEET NO. <b>1</b> OF <b>2</b> SHEETS. PROJECT NO. <b>22020</b>	
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*THE FLOUR MILL*  
A MAJOR SUBDIVISION OF LOT 3  
TRIPLE T RANCH MINOR SUBDIVISION  
CITY OF SALIDA  
CHAFFEE COUNTY, COLORADO



VICINITY MAP  
NOT TO SCALE

## CERTIFICATION OF TITLE

\_\_\_\_\_, A LICENSED TITLE INSURANCE AGENT IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE PROPERTY HEREBY DEDICATED AND AS SHOWN AND DESCRIBED ON THIS PLAT AND FOUND TITLE VESTED IN BIKER BAKER HOLDINGS, LLC, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES EXCEPT AS LISTED BELOW:

---

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

TITLE AGENT

## ACKNOWLEDGMENT OF LIEN HOLDER

HIGH COUNTRY BANK, AS LIEN HOLDER, HEREBY ACKNOWLEDGES AND APPROVES THE TERMS, CONDITIONS AND DEDICATION AS DISCLOSED UPON THIS PLAT.

REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

COUNTY OF \_\_\_\_\_ )  
 ) ss.  
STATE OF \_\_\_\_\_ )

THE FORGOING ACKNOWLEDGMENT OF LIEN HOLDER WAS ACKNOWLEDGED BEFORE ME  
THIS \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_, BY \_\_\_\_\_. WITNESS MY HAND AND  
SEAL.

MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC

## GENERAL NOTES

1) BASIS OF BEARING FOR THIS SURVEY IS GRID NORTH FROM COLORADO STATE PLANE COORDINATE SYSTEM CENTRAL ZONE, BASED ON G.P.S. OBSERVATIONS ALONG THE NORTHERN RIGHT-OF-WAY OF VANDAVEER RANCH ROAD BETWEEN A 1 1/2" ALUMINUM CAP STAMPED "LS 37937" AND A 1 1/2" ALUMINUM CAP STAMPED "LS 16117" HAVING A BEARING OF NORTH 78°47'57" EAST.

2) THIS SURVEY WAS PERFORMED IN CONJUNCTION WITH WESTCOR LAND TITLE INSURANCE COMPANY (CENTRAL COLORADO TITLE AND ESCROW), COMMITMENT NO. 22-20579, DATED AUGUST 15, 2022.

3) ZONE: P.D.

4) FEES-IN-LIEU FOR OPEN SPACE AND FOR FAIR CONTRIBUTIONS TO SCHOOLS SHALL BE REQUIRED PRIOR TO CERTIFICATE OF OCCUPANCY FOR ALL UNITS.

5) THE SUBDIVISION HAS COMPLIED WITH CHAPTER 16 OF THE SALIDA MUNICIPAL CODE AND IS SUBJECT TO THE TERMS OF THE EXECUTED SUBDIVISION IMPROVEMENT AND INCLUSIONARY HOUSING AGREEMENT, AS RECORDED AT RECEPTION NO.

6) UNDERGROUND UTILITIES SHOWN AS MARKED ON THE SURFACE BY UTILITY NOTIFICATION CENTER OF COLORADO AND OTHERS, LANDMARK SURVEYING AND MAPPING ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF ANY UNDERGROUND UTILITIES DEPICTED HEREON.

## CITY COUNCIL APPROVAL

THIS PLAT IS APPROVED FOR FILING AND THE CITY HEREBY ACCEPTS THE DEDICATION OF THE EASEMENTS SHOWN HEREON.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_\_\_\_  
CITY OF SALIDA

BY: \_\_\_\_\_  
MAYOR

## CLERK AND RECORDER'S CERTIFICATE

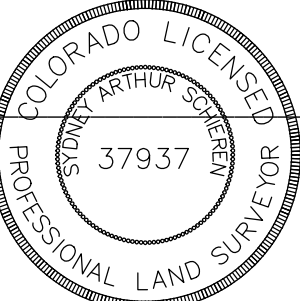
THIS PLAT WAS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF CHAFFEE COUNTY, COLORADO, AT \_\_\_\_\_ M.  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ UNDER RECEPTION NUMBER \_\_\_\_\_.


CHAFFEE COUNTY CLERK AND RECORDER

# LAND SURVEYOR'S CERTIFICATE

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

SYDNEY A. SCHIEREN  
COLORADO P.L.S. 37937



REVISED:	<p><i>THE FLOUR MILL</i></p> <p><i>A MAJOR SUBDIVISION OF LOT 3</i></p> <p><i>TRIPLE T RANCH MINOR SUBDIVISION</i></p> <p><i>CITY OF SALIDA</i></p> <p><i>CHAFFEE COUNTY, COLORADO</i></p>
JOB # 22097	 <p><b>LANDMARK</b></p> <p><b>SURVEYING &amp; MAPPING</b></p> <p>P.O. BOX 668      SALIDA, CO 81201</p> <p>PH 719.539.4031      FAX 719.539.4031</p>
DATE: SEPTEMBER 11, 2023	
SHEET 1 OF 2	

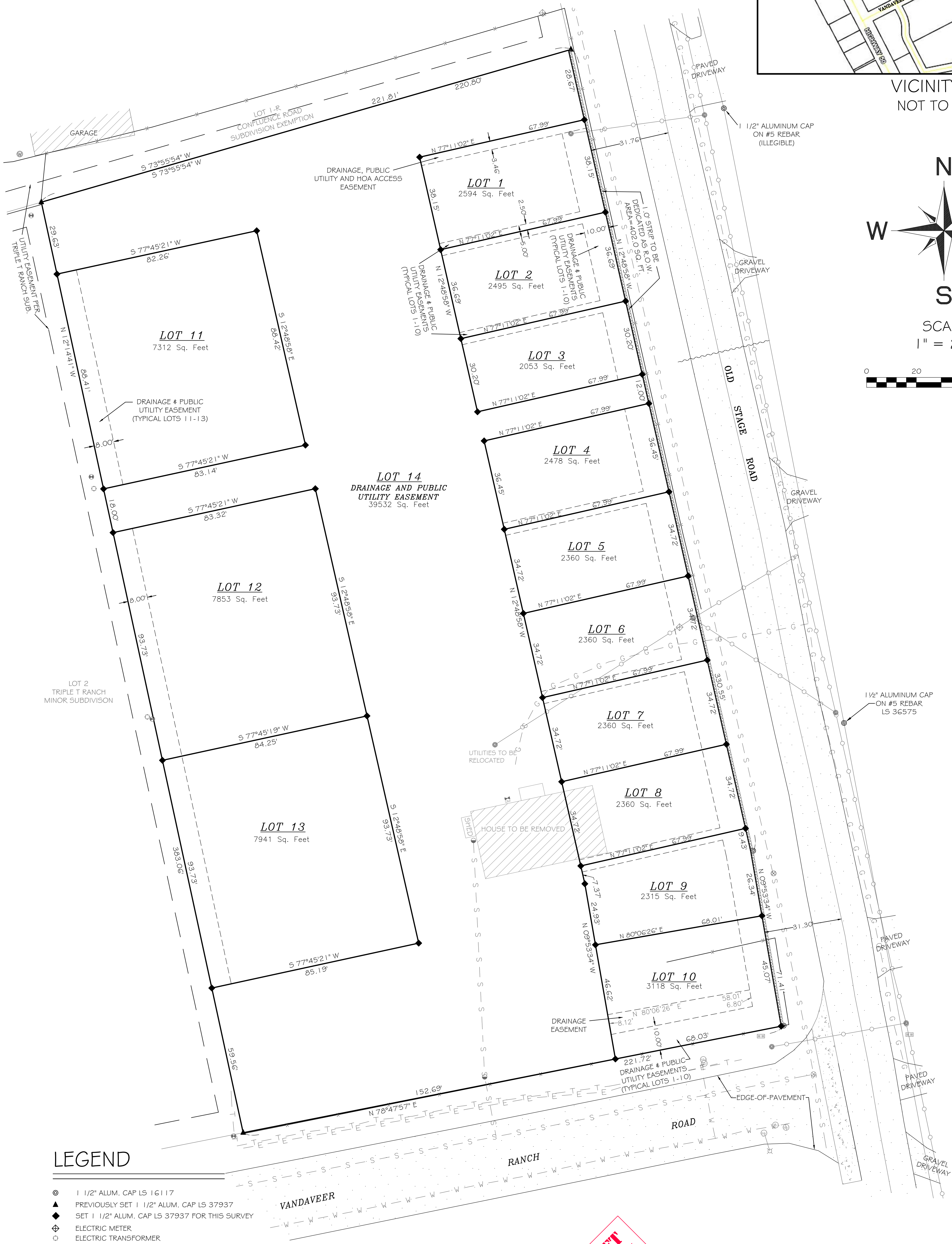
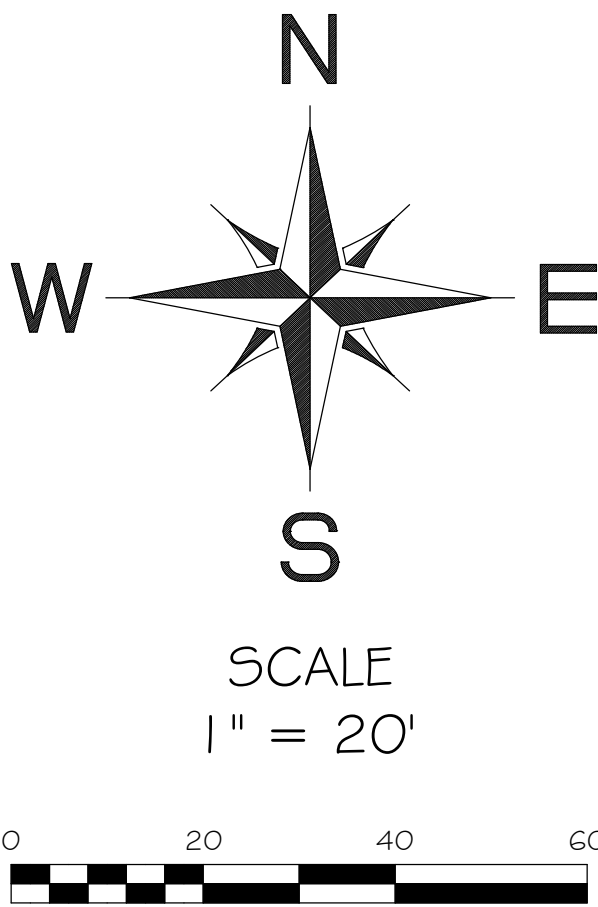
NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S STATEMENT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



THE FLOUR MILL  
A MAJOR SUBDIVISION OF LOT 3  
TRIPLE T RANCH MINOR SUBDIVISION  
CITY OF SALIDA  
CHAFFEE COUNTY, COLORADO



VICINITY MAP  
NOT TO SCALE



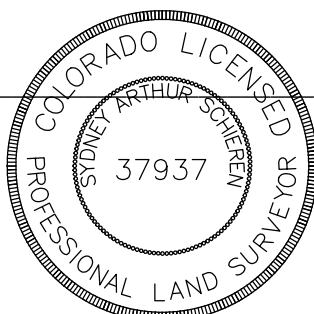
LEGEND

- 1/2" ALUM. CAP LS 16117
- PREVIOUSLY SET 1/2" ALUM. CAP LS 37937
- SET 1/2" ALUM. CAP LS 37937 FOR THIS SURVEY
- ELECTRIC METER
- ELECTRIC TRANSFORMER
- POWER POLE
- SEWER CLEAN OUT
- SEWER MAN HOLE
- TELEPHONE PEDESTAL
- WATER VALVE
- UTILITY VAULT
- FIRE HYDRANT
- FENCE
- OVERHEAD UTILITY
- UNDERGROUND SEWER
- UNDERGROUND GAS LINE
- UNDERGROUND ELECTRIC
- UNDERGROUND TELEPHONE
- UNDERGROUND WATER LINE

LAND SURVEYOR'S CERTIFICATE

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

SYDNEY A. SCHIEREN  
COLORADO P.L.S. 37937



REVISED:	
JOB # 22097	
DATE: SEPTEMBER 11, 2023	
SHEET 2 OF 2	

THE FLOUR MILL

A MAJOR SUBDIVISION OF LOT 3  
TRIPLE T RANCH MINOR SUBDIVISION  
CITY OF SALIDA  
CHAFFEE COUNTY, COLORADO



LANDMARK  
SURVEYING & MAPPING

P.O. BOX 668 SALIDA, CO 81201  
PH 719.539.4021 FAX 719.539.4031

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