



REGULAR MEETING OF THE CITY COUNCIL
& THE LOCAL LICENSING AUTHORITY

448 E. 1st Street, Room 190

Salida, Colorado 81201

Tuesday, January 7, 2020 - 6:00 p.m.

AGENDA

1. Call to Order
 - a. Pledge of Allegiance – Led by Mayor Wood
 - b. Roll Call
2. Consent Agenda
 - a. Approval of Agenda
 - b. Approval of Meeting Minutes – December 17, 2019
 - c. Approval of ElevateHER Chisholm Park Fee Waiver
 - d. Approval of Special Event Permit for Ark Valley High Rollers
 - e. Approval of Adoption of Bob's Rules of Order
 - f. Approval of Contract with OpenGov
 - g. Approval of Engagement Letter with McMahan and Associates, LLC for 2019 Audit
 - h. Approval of Memorandum of Understanding Between the American Legion and the Recreation Department
 - i. Approval of Memorandum of Understanding Between the Salida Community Center and the Recreation Department
 - j. Approval of Memorandum of Understanding Between Chaffee County Amateur Hockey Association and the Recreation Department for Salida Ice Skating Rink Construction and Operation
 - k. Approval of Sewer Cleaning and Inspection Equipment Purchase
3. Citizen Comment – 3 minute time limit
4. Unfinished Business / Action Items
 - a. Approval of Heart of the Rockies Walk for Life Fee Waiver
5. New Business / Action Items
 - a. Resolution 2020-01 Designating Posting Place for Public Notices (City Clerk)
 - b. Resolution 2020-02 Approving the Donation of Colorado Traumatic Brain Injury Trust Fund Monies to MINDSOURCE – Brain Injury Network, Colorado Department of Human Services (City Attorney)

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

- c. Ordinance 2020-01 First Reading and Setting a Public Hearing Regarding Proposed Amendments to the Vandaveer Ranch Planned Area Development (Community Development)
 - d. Ordinance 2020-02 –An Emergency Ordinance of the City Council of the City of Salida, Colorado, Reappointing and Setting Compensation for Cheryl Hardy-Moore as Municipal Court Judge for a Two Year Term Commencing January 1, 2020, and Running Through December 31, 2021, First Reading and Public Hearing (Administration)
6. Councilors, Mayor and City Treasurer Reports
- Councilors Pollock, Shore, Templeton, Critelli, Pappenfort, Kasper, Mayor Wood
 - Discussion of date/time for next work session
 - Treasurer Bergin
7. Executive Session
- a. For the purpose of determining positions, developing strategy, and/or instructing negotiators relative to matters that may be subject to negotiations pursuant to C.R.S. Section 24-6-402(4)(e) for matters related to utility service.
 - b. For the purpose of conferencing with an attorney for the local public body for the purposes of receiving legal advice on specific legal questions pursuant to C.R.S. Section 24-6-402(4)(b); for the purpose of determining positions, developing strategy, and/or instructing negotiators relative to matters that may be subject to negotiations pursuant to C.R.S. Section 24-6-402(4)(e); and for the purpose of discussing personnel matters pursuant to C.R.S. Section 24-6-402(4)(f) related to a personnel matter.
8. Adjourn

[SEAL]

City Clerk

Mayor P.T. Wood



REGULAR MEETING OF THE CITY COUNCIL
 448 E. 1st Street, Room 190
 Salida, Colorado 81201
 Tuesday, December 17, 2019 - 6:00 p.m.
MINUTES

1. Call to Order
 - a. Pledge of Allegiance – Led by Mayor Wood
 - b. Roll Call – Critelli, Pollock, Kasper, Templeton, Shore, Pappenfort, Mayor Wood

2. Consent Agenda
 - a. Approval of Agenda
 - b. Approval of Meeting Minutes – December 3, 2019
 - ~~c. Approval of Fee Waiver for the Heart of the Rockies Walk for Life~~
 - d. Approval of Final Payment for 2018 Street Reconstruction Project
 - e. Approval of Final Payment for 2019 Street Reconstruction Project
 - f. Warranty Reduction for Tailwinds Village Subdivision
 - g. Approval of Ground Lease Agreement for Harriet Alexander Field
 - h. Approval of Services Contract with Angel of Shavano Recycling
 - i. Approval of SmartRec Recreation Management Software
 - j. Approval of Contract With Municode for City of Salida Website Design
 - k. Approval of Contract With LodgingRevs for Short-Term Rental Compliance Software

Critelli made a motion to move item “c” of the consent agenda for discussion after citizen comment. Seconded by Templeton. With all in favor, THE MOTION PASSED. Kasper had questions about the budget for the airport; also about the contract with Municode for the new website. Michael Varnum answered the question about the website. Shore made a motion to combine and approve the items of the consent agenda. Seconded by Kasper. With all in favor, THE MOTION PASSED.

3. Citizen Comment
 - Justin Mann asked Council to reconsider their decision to disallow marijuana hospitality establishments.
 - Wendy Gorie, who coaches competitive swimming, asked Council to work with the Recreation Department to lower the temperature in the lap pool.

- Hannah Rude and Elise Mishmash also asked that the pool temperature be dropped.
- Tracey Hill and Ian Carey addressed the health issues associated with the higher temperatures in the lap pool.
- Lorna Wheeler, who does water aerobics, also stressed that the warmer water temperatures are difficult for class participants.

4. Unfinished Business / Action Items

- a. Approval of Fee Waiver for the Heart of the Rockies Walk for Life

Shore made a motion to continue this item to the January 7, 2020 meeting. Seconded by Critelli. With all in favor, THE MOTION PASSED.

- b. Ordinance 2019-18 Second Reading and Public Hearing on a Proposed Ordinance Amending Chapter 16 of the Salida Municipal Code Regarding Accessory Buildings and Dwelling Units

Planner Bill Almquist gave Council a refresher on the background of the Ordinance. Mayor Wood opened the public hearing. Jim Miller suggested that 1000 square feet might be too large for the residential zones, and inquired why mandatory parking is not a requirement. Mayor Wood closed the public hearing. Almquist corrected the misunderstanding regarding parking. Kasper recused himself during Council discussion. Shore made a motion to approve Ordinance 2019-18 on second reading. Seconded by Critelli. With a majority, THE MOTION PASSED.

5. New Business / Action Items

- a. Resolution 2019-63 Appointing a Municipal Prosecutor

Templeton reported to Council who had participated in the interviews of the two applicants (Drew Nelson, Geoff Wilson, Russ Johnson, herself and Sonia Walter), and that Matthew Krob was the choice of the group as he better fit the needs of the community. Templeton made a motion to approve Resolution 2019-63. Seconded by Shore. Critelli asked for clarification of language in the resolution regarding salary. Critelli made a motion to amend Resolution 2019-63 to state the monthly salary is a maximum of \$1500. Seconded by Kasper. With all in favor, THE AMENDED MOTION PASSED. Council then voted on the original motion; with all in favor, THE MOTION PASSED.

- b. Resolution 2019-64 Approving the 2020 Fee Schedule

City Clerk Sonia Walter gave Council background on which fee schedules had updates, after which Critelli recused himself. Templeton asked for clarification about the parking occupier fee on Community Development's fee schedule. Community Development Director Glen Van Nimwegen answered

her question. Kasper made a motion to approve Resolution 2019-64. Seconded by Pappenfort. With a majority, THE MOTION PASSED.

c. Resolution 2019-65 Joining Colorado Communities for Climate Action

City Administrator Drew Nelson gave Council background on the Resolution. Kasper and Mayor Wood are both excited to be part of this community. Templeton made a motion to approve Resolution 2019-65. Seconded by Shore. With all in favor, THE MOTION PASSED.

6. Councilmembers, Mayor and City Treasurer Reports

- Pappenfort had nothing to report.
- Shore asked a different Councilor to attend the UAACOG meetings.
- Templeton thanked staff at the SteamPlant for the great holiday party.
- Critelli thanked Michael Varnum for filling out an application for an artist's workshop.
- Pollock asked if Council could take action on the pool temperatures. Parks and Recreation Director Diesel Post informed Council that staff has been doing their research. Post asked Council whether the pool should be considered an elite training facility or a community center. Pollock also stated his goals for 2020.
- Kasper asks other Councilors participate in reflective listening.
- Mayor Wood asked everyone to be cognizant of service workers and to thank them.
- Treasurer Bergin iterated that all Finance Committee meetings are publicly posted.
- Discussion of Boards/Committees/Commissions
- BOCC Report
- Staff Reports

7. Adjourn at 7:33pm.

[SEAL]

City Clerk

Mayor P.T. Wood



elevateHER

empowering girls through outdoor adventure

December 17th, 2019

Dear Mayor Wood and City of Salida Council,

We are writing this letter in request to waive our fees for the use of Chisholm Park this winter 2020.

elevateHER's mission is to foster self-worth and grit in young women through mentoring, outdoor adventure, and holistic wellness programs. Founded in 2017, we empower the young women of Chaffee County by introducing them to outdoor sports while teaching life skills.

As a small non-profit, it is our second year offering programming in Salida. Last year, when we were searching for a location to hold our weekly yoga and wellness workshops, one of our board members suggested the building at Chisholm Park as a home base for our indoor activities. This space worked very well for our programming last fall/winter and we would love to continue the use of the space.

This winter, we will be offering programming to girls, grades 6th through 12th on a weekly basis meeting every Friday. Every Friday, the girls will be participating in alternating yoga and wellness workshops. Wellness workshops cover topics such as stress, self-care, bullying, leadership, and nutrition; all of which will be taught by a trained professional. After yoga or wellness, the girls will eat a quick lunch before taking off for their outdoor adventure. We know that this space is perfect for our needs as it accommodates the 12 participants we plan to have this winter. We would need to use Chisholm Park on January 17th, 24th February 21st, March 6th, and 13th from either 10:00am to 12:00pm or 12:30-3:30pm.

As a small non-profit, our budget is tight as we are currently waiting for our funding to catch up with the county's programming needs. As this is the case, we are kindly requesting for the fee to use Chisholm Park to be waived. If you are to waive our fees, we would thank you in our newsletter, which reaches just over 150 people, and thank you via social media, which would reach over 1000 people. Your logo would also be listed on our website as a sponsor. I would please ask you to consider our request and to let us know your decision at your earliest convenience. And as always, please let us know if you have any questions.

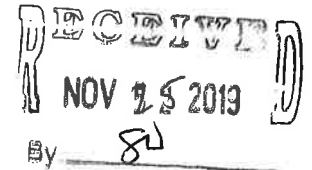
Sincerely,

Founder and Executive Director

Application for a Special Events Permit

Departmental Use Only

In order to qualify for a Special Events Permit, You Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)


 RECEIVED
 NOV 25 2019
 by [signature]

- | | | |
|------------------------------------|---|---|
| <input type="checkbox"/> Social | <input type="checkbox"/> Athletic | <input type="checkbox"/> Philanthropic Institution |
| <input type="checkbox"/> Fraternal | <input type="checkbox"/> Chartered Branch, Lodge or Chapter | <input type="checkbox"/> Political Candidate |
| <input type="checkbox"/> Patriotic | <input type="checkbox"/> National Organization or Society | <input type="checkbox"/> Municipality Owned Arts Facilities |
| <input type="checkbox"/> Political | <input type="checkbox"/> Religious Institution | |

LIAB Type of Special Event Applicant is Applying for:

2110 Malt, Vinous And Spirituous Liquor \$25.00 Per Day

2170 Fermented Malt Beverage \$10.00 Per Day

DO NOT WRITE IN THIS SPACE

Liquor Permit Number _____

1. Name of Applicant Organization or Political Candidate **Ark Valley High Rollers** State Sales Tax Number (Required) _____

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP)
POB 1315
Salida, CO 81201

3. Address of Place to Have Special Event (include street, city/town and ZIP)
Fun Street Arcade
243 F Street
Salida, CO 81201

4. Authorized Representative of Qualifying Organization or Political Candidate **Danielle Ward** Date of Birth _____ Phone Number **970-405-5342**

Authorized Representative's Mailing Address (if different than address provided in Question 2) _____

5. Event Manager **Betty Richter** Date of Birth _____ Phone Number **970-485-4119**

Event Manager Home Address (Street, City, State, ZIP) _____ Email Address of Event Manager **pbbetty@yahoo.com**

6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year?
 No Yes How many days? _____

7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?
 No Yes License Number _____

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? Yes No

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To
January 11		5p.m.	10p.m.												

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature *Danielle Ward* Title **Board President** Date **11/22/19**

Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County) **City of Salida** City County Telephone Number of City/County Clerk **719-539-5312**

Signature *[Signature]* Title **City Administrator** Date **11-25-2019**

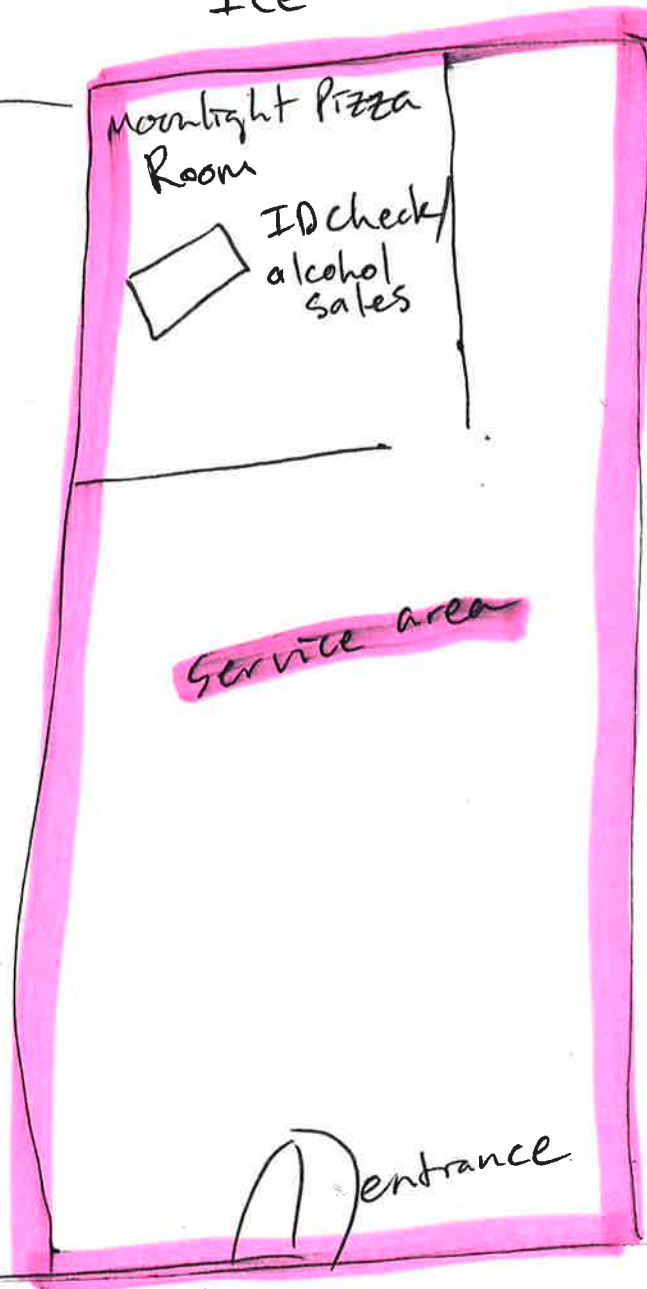
DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

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

Fun Street Arcade

243 F Street, Salida CO

Jan 11, 2020 Skate Rink fundraiser hosted by the
Ice Ark Valley High Rollers



*no alcohol will be allowed outside of service area

sidewalk

F Street

November 21st, 2019



To whom it may concern,

I am writing in regards to a proposed event at Fun Street Arcade, to be hosted by our friends the Ark Valley High Rollers. This event would be a fundraiser to help raise funds for the ice rink here in Salida.

Fun Street is excited to give permission to the Ark Valley High Rollers for the use of our space and are onboard to help in any way. We are aware that they are seeking a permit to sell/serve alcoholic beverages towards their fundraising and we support this.

Any other questions or signatures required please let me know.

Sincerely,
Scott Hughes
Owner/Operator of Fun Street Family Arcade
243 F. Street
Salida, CO 81201
w. 719-280-9108
m. 719-239-1657

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Ark Valley High Rollers

is a

Nonprofit Corporation

formed or registered on 06/04/2010 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20101320810 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/21/2019 that have been posted, and by documents delivered to this office electronically through 11/22/2019 @ 11:17:59 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 11/22/2019 @ 11:17:59 in accordance with applicable law. This certificate is assigned Confirmation Number 11927248 .



Jena Griswold

Secretary of State of the State of Colorado

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

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **APR 21 2012**

ARK VALLEY HIGH ROLLERS
1334 K ST
SALIDA, CO 81201

Employer Identification Number:
27-2787312
DLN:
17053138303031
Contact Person:
VERONICA PERRY ID# 52119
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
June 4, 2010
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,



Lois G. Lerner
Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

Bob's Rules of Order

THE ABBREVIATED ROBERT'S RULES OF ORDER

- A. A motion must be made and seconded by a Board Member before discussion can begin on any proposal for action.
- B. A main motion may be amended, tabled or either adopted, rejected or referred back to a committee for study or action.
 - 1. An amendment to the motion can be debated, amended itself, and finally adopted or rejected by a majority vote. If it is adopted, it becomes part of the main motion. If it is rejected, the debate returns to the main motion.
 - 2. A motion to table requires a majority vote. If a main motion is tabled, it cannot be brought up again at that meeting.
 - 3. The main motion (as amended) can be adopted or rejected by a majority vote. Once the main motion has been voted upon, there can be no further discussion of it at that meeting.
 - 4. A motion may be referred to a committee for further review if a majority of Board Members determines that further research is required on that issue.
- C. Debate on a motion (or motion as amended) shall end and the meeting shall proceed to a vote when any of the following occurs:
 - 1. The meeting facilitator has determined that the allocated time for the issue has expired.
 - 2. The meeting facilitator believes that sufficient debate has taken place on the motion and asks the Board Members if they are ready to vote. If there is no objection, then voting on the motion shall begin. If a Board Member objects to ending the debate, an immediate vote is taken on ending the debate. If the majority vote wishes to end debate, then the meeting proceeds to voting on the motion. If less than a majority vote, then discussion continues until the allocated time expires.
 - 3. A voting member "calls the question." A vote is then taken on ending the debate. If a majority vote wishes to end debate, then the meeting proceeds to the voting phase of the process. If less than a majority vote, then discussion continues until the allocated time expires.
- D. A motion and second by Board Members to adjourn a meeting can be made at any time. There is an immediate vote, with no debate allowed. If a majority vote wishes to adjourn, then the meeting is adjourned. If less than a majority vote wishes to adjourn, then the meeting continues.
- E. The facilitator will grant non-Board attendees a reasonable period of time to speak. Non-Board attendees agree to address the meeting in a courteous and professional manner. Non-Board attendees that speak out of turn may be found "out of order" by the facilitator and removed from the meeting.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: January 7, 2020

AGENDA ITEM NO. Consent Agenda	ORIGINATING DEPARTMENT: Finance	PRESENTED BY: Aimee Tihonovich
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ITEM:

OpenGov Contract approval

BACKGROUND:

Discussed during budget worksessions, OpenGov is a cloud based software that will complement the City's existing financial software providing easy to use tools for viewing dynamic financial data. The program will be helpful to internal managers to quickly and easily track budget to actual performance and a link to the program will be made available for the public to utilize as well. We will also utilize the "budget builder" component which will make budget preparation and communication much smoother (we currently utilize excel spreadsheets during the budget development stage).

The agreement is a 5 year agreement with a subject to annual appropriation clause. The first year cost is \$32,500 to include setup, each subsequent year is \$22,500. The funds are in the 2020 budget.

STAFF RECOMMENDATION:

It is recommended that Council direct the City Administrator to enter into the attached agreement with OpenGov

SUGGESTED MOTION:

A councilperson should make a motion to approve the contract for signature by the City administrator as part of the consent agenda.

Attachments

Statement of work and Contract



OpenGov Inc. 955 Charter Street
Redwood City, CA 94063
United States

Order Form Number: OG-00004196
Created On: 09/27/2019
Order Form Expiration: 12/31/2019
Subscription Start Date: 01/01/2020
Subscription End Date: 12/31/2024

Sales Representative: Andrew Kercado
Email: akercado@opengov.com
Contract Terms (Years) : 5.00

Customer Information

Customer: City of Salida, CO
Bill To/Ship To: 448 E 1st St
Salida, Colorado 81201-2804
United States

Primary Contact: Aimee Tihonovich
Email: aimee.tihonovich@cityofsalida.com
Phone: 7195302623

Billing Contact: Aimee Tihonovich
Email: aimee.tihonovich@cityofsalida.com
Phone: 7195302623

Order Details

Billing Frequency: Annual
Payment Terms: Net 30

Description:

SOFTWARE SERVICES

Product	Description	Start Date	End Date	Annual Contract Value
OpenGov Software	Budget Builder Communications and Reporting	01/01/2020	12/31/2024	\$22,500.00

PROFESSIONAL SERVICES

Product	Description	Total
OpenGov Deployment	Professional Services Deployment - Prepaid - \$185/hr	\$10,000.00

BILLING TABLE

Billing Date	Amount Due
January 1, 2020	\$32,500.00
January 1, 2021	\$22,500.00
January 1, 2022	\$22,500.00
January 1, 2023	\$22,500.00
January 1, 2024	\$22,500.00

Order Form Legal Terms

Welcome to OpenGov! Thanks for using our Software Services. This Order Form is entered into between OpenGov, Inc., with its principal place of business at 955 Charter Street, Redwood City, 94063 ("OpenGov"), and you, the entity identified above ("Customer"), as of the Effective Date. This Order Form includes and incorporates the OpenGov Software Services Agreement ("SSA") executed by the parties, or if no such SSA is executed or attached, the SSA at <https://opengov.com/terms-of-service> and the applicable Statement of Work ("SOW") incorporated herein in the event Professional Services are purchased. The Order Form, SSA and SOW shall hereafter be referred to as the "Agreement". Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, on the Effective Date. By signing this Order Form, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement.

City of Salida, CO
Signature:

OpenGov, Inc.
Signature:

Name: Drew Nelson

Name:

Title: City Administrator

Title:

Date:

Date:



Statement of Work

City of Salida, CO

OpenGov Cloud Full Cycle

Created By Roberto Ruiz Jr.
SOW Creation Date 09/27/2019



1. Objective

1.1. Summary

This Statement of Work ("SOW") identifies services that OpenGov, Inc. ("OpenGov") will perform for City of Salida, CO ("Customer"). This SOW is subject to, and hereby incorporates by reference, the terms and conditions contained in the Software Subscription Agreement (the "Agreement") to which it is attached between Customer and OpenGov.

OpenGov will enable and support the Customer to deliver on the Scope of Work outlined below. The objective of this Statement of Work is to define the scope, activities, roles and responsibilities, and timeline necessary to successfully execute this deployment project. This project aims to implement the OpenGov Budgeting and Planning Solution for the Customer to enable effective and accountable governing. This SOW defines the scope and deliverables for a successful implementation of the OpenGov Cloud.

1.2. Solution Overview

This SOW defines the scope and deliverables for a successful implementation of the OpenGov Cloud.

2. Scope

2.1. Project Scope

The project scope includes the following services and deliverables. Any items not specifically included in scope will be considered out of scope.

OpenGov will provide Professional Services to implement the OpenGov Cloud Full Cycle package.

2.2. Deliverables

OpenGov Cloud - Full Cycle - Prepaid	
Functionality	Deliverables
Chart of Accounts	<ul style="list-style-type: none"> • Review and feedback of Customer's source system chart of accounts • Chart of accounts functional build and review • Chart of accounts configuration and peer review • Administrator training



Management Reporting	<ul style="list-style-type: none"> ● 4 Standard Reports (Annual, Budget to Actuals, Change in Fund Balance, and Transactions) ● 1 department-specific budget to actual report ● 1 custom report (stipulated by the Customer) ● Standard saved views for each report ● Up to 10 years of data ● Administrator training ● Creation of launch plan ● End user training/presentation (depts, council, etc.) ● Review of best practices for launch ● Launch
Performance Measures - Build	<ul style="list-style-type: none"> ● Customer can choose to build out the following dashboards, <ul style="list-style-type: none"> ○ Department Dashboards ○ Program Dashboards ○ Strategic Plan Dashboards ● Up to 6 reports ● 4 dashboards ● 3 tiles per dashboard, 12 tiles total ● SFTP dataset integration of up to 3 .CSV datasets ● Administrator Training ● Creation of launch plan ● Review of best practices for launch ● Launch
Stories	<ul style="list-style-type: none"> ● Up to 2 story conceptualizing sessions ● Up to 2 Stories ● Administrator training ● External communication resource packet ● Citizen Engagement Best Practice Newsletter ● Creation of launch plan ● Review of best practices for launch ● Publish the created stories
Open Town Hall	<ul style="list-style-type: none"> ● Site setup and Forum theming ● Development of 1 topic ● List of recommended 5 topics ● Administrator Training (f/k/a Product orientation, includes civility monitoring) ● Self Service promotional resources (sample press release, tips & tricks) ● Assistance with first topic launch
Financial Integration	<ul style="list-style-type: none"> ● Integration of budget and actuals, with transaction level detail up to 10 years ● Single system connector



	<ul style="list-style-type: none"> ● Design, map, and validate data from the system. ● Administrator training ● Ongoing monitoring and alerts
Budget Builder - Full Cycle	<ul style="list-style-type: none"> ● Builder Builder setup ● Up to 2 budgets (i.e. Operating & capital) ● Creation of up to 5 proposals per budget ● 2 Reports (Budget to Actuals & milestones) ● Project continues to Adopted Budget ● Administrator training ● Personalized User Guide ● Up to 3 kick off trainings to departments ● Creation of launch plan ● Review of best practices for launch ● Launch ● Budget end user and Administrator assistance throughout Budget Development and Adoption
Workforce Planning	<ul style="list-style-type: none"> ● Initial configuration based on Customer provided documentation and cost elements ● 1 Workforce plan ● Data formatting and loading ● Validate calculations ● 1 authorized position list report ● 1 total compensation detail report ● Administrator training ● Administrator guide
Prepaid Hours	213

2.3. Assumptions

- If a Fixed Fee engagement: The concept of Fixed Fee defines how the outlined deliverables are achieved. If Fixed Fee, OpenGov commits to delivering on the items outlined in the above Professional Services packages regardless of how many hours they might take.
- If a Prepaid engagement: The concept of Prepaid Hours means that the Customer is purchasing a package with a set number of Professional Service hours to achieve the outlined deliverables. The hours are based on OpenGov's best estimate given reasonable assumptions outlined in section 4.2, Project Responsibilities. These hours should be adequate to achieve the deliverables, however if they are not, the Customer will need to purchase additional hours.



- Hours estimated above are for deployment of outlined deliverables. Any leftover hours may be utilized for additional professional services activities dictated by the Customer.
- For the Financial Integration,
 - The data will be linked to the Customer's chart of accounts.
 - OpenGov will perform the validation for data accuracy for the Integration.
 - OpenGov will require assistance from the Customer to understand source system specific customizations and configurations when building the data extract.
 - If the integration is with Central Square, the Customer is responsible for getting data from Central Square system.
- If there is an FTP integration of 3 .CSV datasets,
 - The data will NOT be linked to the Customer's chart of accounts.
 - The Customer will perform the validation for data accuracy for the Integration.
 - Customer will perform the data extraction from the source system and automate it to be dropped in OpenGov FTP location.

3. Schedule

OpenGov will schedule resources for this project upon signature of this SOW. Unless specifically noted, the OpenGov assigned project manager (as identified below or such alternate designated by OpenGov, the "OpenGov Project Manager") will work with Customer to develop the project schedule for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and the deliverables provided by Customer.

4. Project Organization

4.1. Project Team

OpenGov

OpenGov will assign a Project Manager (the "OpenGov Project Manager") upon execution of the SOW. The OpenGov Project Manager will coordinate any additional resources needed from OpenGov.

Customer



Customer will assign a project manager (the “Customer Project Manager”) and technical resource prior to project kick-off. The Customer Project Manager will be the primary contact person at Customer and will coordinate all Customer resources needed to complete the project. It is anticipated that the areas of need will be in Finance, Data Gathering, and the IT department.

4.2. Project Responsibilities

The project responsibilities for each organization are outlined below:

OpenGov

1. Manage delivery of in-scope items in coordination with Customer.
2. Make available deliverables to Customer project team for review and verification.
3. Provide relevant technical details and documentation for data requirements for Customer’s environment.
4. Keep Customer Project Manager informed of project progress and communicate any issues relating to the project in a timely manner.
5. Establish documentation and procedural standards for the project.
6. Review and administer project change control, as described in Section 5, Change Control Procedures.
7. Ensure that all meetings and training sessions are attended by OpenGov personnel, as scheduled.
8. Budget Builder files are exported as .xlsx. OpenGov may assist in formatting that file, but cannot convert files to any other file types

Customer

1. Make available a representative to serve as the primary contact for OpenGov Project Manager to coordinate project activities.
2. Make available appropriate representatives with the authority to review and approve deliverables produced during the project.
3. Make available appropriate Subject Matter Experts (SME) to support the project needs, test integrations and provide Customer environment specific technical details.
4. Setup firewall rules to allow incoming requests from OpenGov’s proxy over HTTP/HTTPS to Customer systems.
5. Communicate any issues relating to the project to OpenGov Project Manager in a timely manner.
6. Provide acceptance of deliverables and Project in a timely manner.
7. If Integration services are purchased, Customer will be responsible for making any configuration changes or modifications to Financial System (ERP) to support integration and make available access for integration to OpenGov software. The Customer will be responsible for ensuring that the versions of Financial System (ERP) running on all environments remain the same across all environments.
8. Customer will be responsible for any infrastructure required to access OpenGov, and will maintain relevant non-OpenGov software licenses and



infrastructure needed for this project i.e. accounting system licenses. Please note, OpenGov software is optimized for Google Chrome.

9. The Customer will be responsible for ensuring that all meetings and training sessions are attended by personnel, as scheduled.

4.3. Implementation Methodology

OpenGov uses an iterative methodology, with a focus on rapid implementation of a configured system. This methodology requires a degree of focus from the Customer and collaboration between both parties to complete work products in a timely manner.



1. Initiate Phase

- a. **Key Activities:** Discovery, Design Sessions, Solution Document Review
- b. **Key Work Products:** Data Inventory, Functional Model Build, Solution Document
- c. **Summary:** The Initiate Phase is the first step of the implementation project. The purpose of this phase is to define the success criteria of the project, make design decisions based on the functional model build, and begin gathering data that needs to be loaded into the OpenGov platform. At the end of the Phase, a Solution Document will be created that outlines how the solutions will be implemented.

2. Configure Phase

- a. **Key Activities:** Application and Solution Configuration, Data Load
- b. **Key Work Products:** Peer Review
- c. **Summary:** The Configure Phase consists of application configuration, and solution configuration as defined in the Solution Document. OpenGov will also load the data gathered in the Initiate Phase from the Customer to use for unit testing purposes. The Phase ends with a Peer Review done by an OpenGov Subject Matter Expert to confirm that the solution follows OpenGov best practices.

3. Validate Phase

- a. **Key Activities:** User Acceptance Testing, Data Confirmation
- b. **Key Work Products:** Test Scripts, Test Acceptance
- c. **Summary:** The Validate Phase starts with a review of the entire solution with the Customer project team to confirm that all project elements have been implemented. Once that process has completed, the Customer will



execute test scripts and validate that data is being represented accurately in the solution. If any issues are found, they will be logged and the OpenGov team will assess the issue and resolve as needed. The Phase ends with the Acceptance of test results by the Customer.

4. Deploy Phase

- a. Key Activities:** Administrator Training, Go Live Support, Transition to Customer Success Manager and Technical Support
- b. Key Work Products:** Project Documentation, Project Acceptance
- c. Summary:** The purpose of the Deploy phase is to complete the Administrator Training process, provide Go Live Support, and begin Transition activities to close the project. Post Go Live Support is technical assistance with the project team and issue resolution for the solution during the two week period after Go Live. Once this period has passed, the Project team will begin working on transition activities to the Customer, the CSM, and the Customer Technical Support Function. The Project closes upon the acceptance of the project and a brief survey to provide feedback about the experience.

5. Change Control Procedures

No amendments, changes or other modifications to this SOW will be effective without a written project change order, in the form attached hereto as Appendix 1 (a "Project Change Order"). The Project Change Order will describe the change, the rationale for the change, and specify any change in the charges, estimated schedule, or other terms. The terms of a mutually agreed upon Project Change Order will prevail over those of this SOW or any previous Project Change Orders. Such Project Change Order may require additional charges, which will be set forth in the Project Change Order.

6. Fees and Expenses

6.1. Fees and Payment Terms

All fees and expenses will be paid in accordance with the Order Form to which this SOW is attached. For any Project Change Orders or for any new Professional Services, fees will be mutually agreed upon provided that any hourly fees shall be based on OpenGov's then-current, applicable hourly rate. Opengov's Standard Professional Services rate for 2019 is \$185/hour.

6.2. Travel Expenses

All rates and fees are exclusive of work-related travel, living and other expenses. Customer will be billed for actual expenses as incurred.

All Travel and Lodging expenses will be approved in advance in writing by the Customer Project Manager prior to OpenGov incurring any such expenses and booking



non-refundable travel expenses. Such expenses shall be in compliance with Customer's travel and expense guidelines provided to OpenGov.

Unless otherwise agreed to by the parties, such travel and expenses shall not exceed \$5,000 for the work specified in this SOW. If additional travel is needed as per discussion with the Customer, it will be mutually agreed upon and be billed as incurred.



1. Appendix 1

Project Change Order

Customer:
Project:
Date
Requested:
Requested by:

Reason for Change
Scope of Change
Project Impact (Schedule and Cost)

Approvals	
OpenGov	Customer
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

OPENGOV SOFTWARE SERVICES AGREEMENT

This Software Services Agreement (this "**Agreement**") is entered into by OpenGov, Inc., a Delaware corporation with a principal place of business at 955 Charter Street, Redwood City, California 94063 ("**OpenGov**") and the customer listed on the signature block below ("**Customer**"), as of the date of last signature below (the "**Effective Date**"). This Agreement sets forth the terms under which Customer will be permitted to use OpenGov's hosted software services.

1. DEFINITIONS

"**Customer Data**" means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer's software systems of record). Customer Data shall not include any confidential personally identifiable information.

"**Documentation**" means the documentation for the Software Services at the Customer Resource Center page found at <https://opengov.zendesk.com>.

"**Feedback**" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums.

"**Initial Term**" means the initial license term specified in number of years on the Order Form, commencing on the Effective Date.

"**Intellectual Property Rights**" means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.

"**Order Form**" means OpenGov's Software Services order form that: (a) specifies the Software Services provided by OpenGov; (b) references this Agreement; and (c) is signed by authorized representatives of both parties.

"**Renewal Term**" means each additional renewal period, which shall be for a period of equal duration as the Initial Term, for which this Agreement is extended pursuant to Section 7.2.

2. SOFTWARE SERVICES, SUPPORT AND PROFESSIONAL SERVICES

2.1 **Software Services.** Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to perform the software services identified in the applicable Order Form entered into by OpenGov and Customer ("**Software Services**").

2.2 **Support.** Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov's standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours.

2.3 **Professional Services.**

(a) If OpenGov or its authorized independent contractors provides professional services to Customer, such as implementation services, then these professional services will be described in a statement of work ("**SOW**") agreed to by the parties (the "**Professional Services**"). For Professional Services performed on a time and materials basis, any pre-paid Professional Services Fees must be utilized within one (1) year from the Effective Date. Any unused pre-paid Professional Services Fees shall be forfeited.

(b) Unless the SOW provides otherwise, all reasonable travel expenses, pre-approved by Customer and incurred by OpenGov in performing the professional services will be reimbursed by Customer. Travel expenses include cost of coach airfare travel round trip from the individual's location to Customer's location, reasonable hotel accommodations, ground transportation and meals.

OPENGOV SOFTWARE SERVICES AGREEMENT

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 **Restrictions.** Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.

3.2 **Responsibilities.** Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer's ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

4. INTELLECTUAL PROPERTY RIGHTS; LICENSE GRANTS; ACCESS TO CUSTOMER DATA

4.1 **Software Services.** OpenGov retains all right, title, and interest in the Software Services and all Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov and Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov hereby grants to Customer a non-exclusive, royalty-free license during the Term to use the Software Services.

4.2 **Customer Data.** Customer retains all right, title, and interest in the Customer Data and all Intellectual Property Rights therein. Customer hereby grants to OpenGov a non-exclusive, royalty-free license to, and permit its partners to, use, store, edit and reformat the Customer Data, and to use Customer Data for purposes of sales, marketing, business development, product enhancement, customer service, or for analyzing such data and publicly disclosing such analysis ("**Insights**"), provided that in all such uses Customer Data is rendered anonymous such that Customer is no longer identifiable.

4.3 **Access to Customer Data.** Customer may download the Customer Data from the Software Services at any time during the Term, other than during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer.

4.4 **Feedback.** Customer hereby grants to OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

5. CONFIDENTIALITY

5.1 Each party (the "**Receiving Party**") agrees not to disclose any Confidential Information of the other party (the "**Disclosing Party**") without the Disclosing Party's prior written consent, except as provided below. The Receiving Party further agrees: (a) to use and disclose the Confidential Information only in connection with this Agreement; and (b) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

5.2 "**Confidential Information**" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the

OPENGOV SOFTWARE SERVICES AGREEMENT

disclosure (including the terms of the applicable Software Agreement). OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services and all Documentation.

5.3 Notwithstanding the foregoing, "Confidential Information" does not include: (a) "**Public Data**," which is data that the Customer has previously released to the public, would be required to release to the public, upon request, according to applicable federal, state, or local public records laws, or Customer requests OpenGov make available to the public in conjunction with the Software Services. Confidential Information does not include (b) information that has become publicly known through no breach by the receiving party; (c) information that was rightfully received by the Receiving Party from a third party without restriction on use or disclosure; or (d) information independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.

6. PAYMENT OF FEES

6.1 Fees; Invoicing; Payment; Expenses.

(a) Fees. The fees for the Software Services for the Initial Term and any Renewal Term ("**Software Services Fees**") and the fees for Professional Services ("**Professional Services Fees**") are set forth in the applicable Order Form. Software Services Fees and Professional Services Fees shall hereafter be referred to as "**Fees**".

(b) Inflation Adjustment. OpenGov shall increase the Fees payable for the Software Services during any Renewal Term by 4% each year of the Renewal Term.

(c) Invoicing and Payment. OpenGov will invoice the Customer according to the Billing Frequency listed on the Order Form. Customer shall pay all invoices according to the Payment Terms listed on the Order Form.

(d) Travel Expenses. Unless the SOW provides otherwise, OpenGov will invoice Customer for pre-approved travel expenses incurred in connection with each SOW as they are incurred. Customer shall pay all such valid invoices within thirty (30) days of receipt of invoice. Each invoice shall include receipts for the travel expenses listed on the invoice.

6.2 Credit Card Customers. If applicable, Customer will provide OpenGov with valid credit card information and promptly notify OpenGov of any changes necessary to charge the credit card at billing@opengov.com. Please update your credit card information when necessary. The provision of credit card information to OpenGov authorizes OpenGov to charge the credit card for all applicable Fees plus a 3% credit card processing fee. OpenGov processes credit card payments through a secure third party processing partner and does not take receipt of credit card information itself.

6.3 Taxes. All Fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("**Sales Taxes**"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the Fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest, and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes. In the event Customer or the transactions contemplated by the Agreement are exempt from Sales Taxes, Customer agrees to provide OpenGov, as evidence of such tax exempt status, proper exemption certificates or other documentation acceptable to OpenGov.

7. TERM & TERMINATION

7.1 Term. Subject to compliance with all terms and conditions, the term of this Agreement shall commence on the Effective Date and shall continue until the Subscription End Date specified on the Order Form (the "**Initial Term**").

7.2 Renewal. Unless either party terminates this Agreement in writing no less than thirty (30) days before the end of the Initial Term, this Agreement shall renew for another period of the same duration as the Initial Term (the "**Renewal Term**") and together with the Initial Term, the "**Term**").

7.3 Termination. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement.

OPENGOV SOFTWARE SERVICES AGREEMENT

7.4 Non-Appropriation. Customer may terminate this Agreement, upon providing at least ninety (90) days notice prior to the annual anniversary date of the Agreement ("Anniversary Date") upon the occurrence of an Event of Non-Appropriation as defined below. An "Event of Non-Appropriation" occurs when Customer's governing body fails to approve, allocate or otherwise appropriate funds for the next fiscal year sufficient for the payment of the next year's fees set forth herein, provided that: a) prior to each Anniversary Date, Customer uses all reasonable efforts that are lawful and within Customer's official power and subject to the inherent discretion of the governing body, to secure the appropriate funds for the next year's Fees, including indicating the Software Services serve an essential purpose to Customer; and b) prior to each Anniversary Date, Customer has not acquired products or services or issued a request for proposals for similar products or services during this period which are similar to the Software Services or has not hired any third party or allowed its own employees to use other services in place of the Software Services. Customer shall permit OpenGov to assist with the efforts in a) above, including providing OpenGov with direct access to Customer's applicable appropriations team.

7.5 Effect of Termination.

(a) **In General.** Upon termination or expiration of this Agreement: (a) Customer shall pay in full for all Software Services and Professional Services performed up to and including the effective date of termination, (b) all Software Services provided to Customer hereunder shall immediately terminate; and (c) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

(b) **Deletion of Customer Data.** If Customer requests deletion of its Customer Data in writing prior to the date of termination or expiration of this Agreement, then OpenGov will permanently and irrevocably delete Customer Data, excluding any Insights, stored by its cloud hosting provider within ten (10) days of the date of termination or expiration of this Agreement. Such request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice described at Section 10.

7.6 Survival. The following sections of this Agreement shall survive termination: Section 5 (Confidentiality), Section 6 (Payment of Fees), Section 7.4(b) (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).

8. REPRESENTATIONS AND WARRANTIES; DISCLAIMER**8.1 By OpenGov.**

(a) **General Warranty.** OpenGov represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related statement of work and generally prevailing industry standards. For any breach of the Professional Services warranty, Customer's exclusive remedy and OpenGov's entire liability will be the re-performance of the applicable services. If OpenGov is unable to re-perform all such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must make any claim under the foregoing warranty to OpenGov in writing within ninety (90) days of performance of such work in order to receive such warranty remedies.

(b) **Software Services Warranty.** OpenGov further represents and warrants that for a period of ninety (90) days, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Any claim submitted under this Section 8.1(b) must be submitted in writing to OpenGov during the Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the Fee for such Software Services.

8.2 By Customer. Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.

OPENGOV SOFTWARE SERVICES AGREEMENT

8.3 **Disclaimer.** OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY

9.1 **By Type.** NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9.2 **By Amount.** IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

9.3 **Limitation of Liability Exclusions.** The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either party and (c) either party's unauthorized use, distribution, or disclosure of the other party's intellectual property.

9.4 **No Limitation of Liability by Law.** Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

10. MISCELLANEOUS

10.1 **Logo Use.** OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.

10.2 **Notice.** Ordinary day-to-day operational communications may be conducted by email, live chat or telephone communications. However, for notices required by the Agreement (in Sections where the word "notice" appears) the parties must communicate more formally in a writing given by personal delivery, by pre-paid first-class mail or by overnight courier to the address specified in the most recent Order Form (or such other address as may be specified in writing in accordance with this Section).

10.3 **Anti-corruption.** OpenGov has not offered or provided any bribe, kickback, illegal or improper payment, gift, or thing of value to any Customer personnel in connection with the Agreement, other than reasonable gifts and entertainment provided Customer in the ordinary course of business. If OpenGov become aware of any violation of the above restriction then OpenGov shall promptly notify Customer.

10.4 **Injunctive Relief.** The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

10.5 **Force Majeure.** Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities,

OPENGOV SOFTWARE SERVICES AGREEMENT

or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.

10.6 **Severability; Waiver.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. There are no third-party beneficiaries to this Agreement.

10.7 **Assignment.** Except as set forth in this Section, neither party shall assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to: (i) its corporate affiliate; or (ii) any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement shall inure to the benefit of and bind each party's permitted assigns and successors.

10.8 **Independent Contractors.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect.

10.9 **Attorneys' Fees.** In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.10 **Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. Exclusive jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement shall be only in the Federal or State court with competent jurisdiction located in San Mateo County, California, and the parties hereby submit to the personal jurisdiction and venue therein.

10.11 **Complete Agreement.** This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

Signatures

Customer:	_____	city of salida	_____	OPENGOV, INC.
Signature:	_____		_____	Signature: _____
Name:	_____	Drew Nelson	_____	Name: _____
Title:	_____	City Administrator	_____	Title: _____
Date:	_____		_____	Date: _____



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: January 7, 2020

AGENDA ITEM NO. Consent Agenda	ORIGINATING DEPARTMENT: Finance	PRESENTED BY: Aimee Tihonovich
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ITEM:

Approval of 2019 audit engagement letter

BACKGROUND:

The City's external independent auditors (McMahan and Associates, LLC) have been scheduled to begin fieldwork for the 2019 audit of the City of Salida financial records on April 13, 2020. The attached engagement letter summarizes the significant terms of the audit engagement.

The fee for the engagement is based on time spent but is expected to be \$26,500 and is in the 2020 budget.

STAFF RECOMMENDATION:

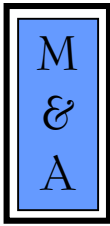
It is recommended that Council direct the Mayor or City Administrator to sign the engagement letter.

SUGGESTED MOTION:

A councilperson should make a motion to approve the contract for signature by the Mayor or City Administrator as part of the consent agenda.

Attachments

Engagement letter



MCMAHAN AND ASSOCIATES, L.L.C.

Certified Public Accountants and Consultants

CHAPEL SQUARE, BLDG C
245 CHAPEL PLACE, SUITE 300
P.O. Box 5850, AVON, CO 81620

WEB SITE: WWW.MCMAHANCFA.COM
MAIN OFFICE: (970) 845-8800
FACSIMILE: (970) 845-8108
E-MAIL: MCMAHAN@MCMAHANCFA.COM

December 3, 2019

City of Salida

We are pleased to confirm our understanding of the services we are to provide City of Salida, Colorado (the "City") for the year ended December 31, 2019. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of the City as of and for the year ended December 31, 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A) and pension schedules, to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.

We have also been engaged to report on RSI other than MD&A, such as the budgetary schedule for the General Fund, and supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1) Budgetary schedule for the General Fund (RSI)
- 2) Pension schedules (RSI)
- 3) Budgetary schedules for all other funds (SI)
- 4) Local Highway Finance Report (SI)

Audit Objective

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole.

Member: American Institute of Certified Public Accountants

Audit Objective (continued)

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unqualified (unmodified), we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of our engagement, we will assist with preparation of your financial statements and related notes. You are responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, or experience to oversee our assistance with the preparation of your financial statements and related notes and any other nonattest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City and the respective changes in financial position and where applicable, cash flows, in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all account reconciliations and work papers requested, and will locate any documents selected by us for testing.

Daniel R. Cudahy, C.P.A., is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Engagement Administration, Fees, and Other (continued)

Our fee for these services will be based on actual time spent at our standard hourly rates plus out-of-pocket costs. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Assuming the City has prepared for the audit and no significant additional time is necessary to assist the City in reconciliations or audit preparation, we expect that our fee will not exceed \$26,500. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Our fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

We appreciate the opportunity to be of service to the City of Salida and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

McMAHAN and ASSOCIATES, L.L.C.

Mc Mahan and Associates, L.L.C.

RESPONSE:

This letter correctly sets forth the understanding of City of Salida.

Signature

Title

Date



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: January 7, 2020

AGENDA ITEM NO.	ORIGINATING DEPARTMENT:	PRESENTED BY:
Consent Agenda	Parks and Recreation	Mike 'Diesel' Post

ITEM:

Approval of MOUs with the Salida Senior Center and the American Legion.

BACKGROUND:

As the Department of Parks and Recreation evolves into its new role for the community, an additional need for space has been established. The Department is working with many community partners to find space to provide recreational programming.

FISCAL NOTE:

Community Center Upper room: \$25/hr
Community Center Commercial Kitchen: \$75/hr
American Legion: \$100/day

STAFF RECOMMENDATION:

Staff recommends approving the MOUs after a discussion about the Senior Center lease to clarify the situation.

SUGGESTED MOTION:

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

Attachments

1. MOU with Senior Center
2. MOU with American Legion

Memorandum of Understanding

Between

City of Salida Parks and Recreation Department

and

The American Legion

This Memorandum of Understanding (MOU) sets for the terms and understanding between the City of Salida Parks and Recreation Department and the American Legion to rent their space for 2020.

Background

The City of Salida Parks and Recreation Department and the American Legion are joining together to provide more youth and adult programming to the Salida Community. Since the Parks and Recreation Department does not have a formal Recreation Center, the Department is renting the space from the American Legion for recreation related activities.

Purpose

This MOU will allow the City of Salida Parks and Recreation Department to rent the American Legion for the year 2020.

- The City of Salida Parks and Recreation Department will notify the American Legion of the days and times they would like to rent the space. If the space is not utilized, then the American Legion will rent it out to the City at a reduced price.

Reporting

The City of Salida's Parks and Recreation Department will evaluate the effectiveness of this partnership in December of 2020. They will provide the American Legion any pertinent details in regard to the programming and surveys taken after the fact.

Funding

The City of Salida will rent the American Legion for \$100 for the entire day.

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from City of Salida Recreation Department and the American Legion. This MOU shall become effective upon signature by the authorized officials from the City of Salida Recreation the American Legion and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from City of Salida Recreation Department and the American Legion this MOU shall end on December 31st, 2020.

Contact Information

Partner name: City of Salida Department of Parks and Recreation

Partner representative: Diesel Post

Position: Parks and Recreation Director

Address: 410 W Hwy 50, Salida, Colorado, 81201
Telephone: 719-539-6738
E-mail: diesel.post@cityofsalida.com

Partner name: The American Legion
Partner representative: Joe Beakey
Position:
Address:
Telephone:
E-mail:

Date:
(Partner signature)
(Partner name, organization, position)

Date:
(Partner signature)
(Partner name, organization, position)

Memorandum of Understanding

Between

City of Salida Parks and Recreation Department

and

Salida Senior Center (DBA - Salida Community Center)

This Memorandum of Understanding (MOU) sets for the terms and understanding between the City of Salida Parks and Recreation Department and the Salida Community Center to rent their space for 2020.

Background

The City of Salida Parks and Recreation Department and the Salida Community Center are joining together to provide more youth and adult programming to the Salida Community. Since the Parks and Recreation Department does not have a formal Recreation Center, the Department is renting the space from the Salida Community Center for recreation related activities.

Purpose

This MOU will allow the City of Salida Parks and Recreation Department to rent the upper room and kitchen of the Salida Community Center for the year 2020.

- The City of Salida Parks and Recreation Department will notify the Salida Community Center of the days and times they would like to rent the space. If the space is not utilized, then the Salida Community Center will rent it out to the City at a reduced price.
- The upper room of the Community Center will cost \$25 an hour for the City of Salida
- The Kitchen of the Community Center will cost \$75 an hour for the City of Salida

Reporting

The City of Salida's Parks and Recreation Department will evaluate the effectiveness of this partnership in December of 2020. They will provide the Salida Community Center any pertinent details in regard to the programming and surveys taken after the fact.

Funding

The City of Salida will rent the upper room of the Community Center for \$25 an hour and the kitchen of the Community Center for \$75.

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from City of Salida Recreation Department and the Salida Community Center. This MOU shall become effective upon signature by the authorized officials from the City of Salida Recreation the Salida Community Center and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from City of Salida Recreation Department and the Salida Community Center this MOU shall end on December 31st, 2020.

Contact Information

Partner name: City of Salida Department of Parks and Recreation

Partner representative: Diesel Post
Position: Parks and Recreation Director
Address: 410 W Hwy 50, Salida, Colorado, 81201
Telephone: 719-539-6738
E-mail:diesel.post@cityofsalida.com

Partner name: The Salida Community Center
Partner representative: Elaine Allemang
Position:
Address:
Telephone:
E-mail:

Date:
(Partner signature)
(Partner name, organization, position)

Date:
(Partner signature)
(Partner name, organization, position)



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: January 7, 2020

AGENDA ITEM NO. Consent Agenda	ORIGINATING DEPARTMENT: Parks and Recreation	PRESENTED BY : Mike 'Diesel' Post
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ITEM:

Memorandum of understanding with the Chaffee County Amateur Hockey Association (CCAHA).

BACKGROUND:

As directed by Council on November 4, 2019, staff investigated and pursued the details of building an Ice Rink in partnership with the Chaffee County Amateur Hockey Association. The details of the process and relationship are in the memorandum of understanding (MOU) along with the budget.

After a meeting with the County on January 6, 2020 to address permits and approval by Council, construction can begin.

FISCAL NOTE:

City out of pocket is approximately \$27,700.

STAFF RECOMMENDATION:

Staff recommends that Council approve the MOU with the CCAHA and therefore allow the City Administrator to sign the document.

SUGGESTED MOTION:

This MOU should be approved in the Consent Agenda.

Attachments

1. MOU with budget



City of Salida

448 East 1st Street • Suite 112 • Salida, CO 81201

City of Salida and Chaffee County Amateur Hockey Association (CCAHA)
Memorandum of Understanding (MOU);
Salida Ice Skating Rink Construction & Operation 2020

Through this mutual agreement, the City of Salida and CCAHA agree to the following in order to ensure an ice skating rink is constructed and operated to the benefit of the surrounding community and its visitors.

City of Salida agrees to:

- Designate a host site of land measuring approximately 200'x110' with access to electric and water service for 3 winter seasons.
- Provide up to \$45,000 in additional funds (beyond CCAHA funds) for the construction and management of an ice rink in fiscal year 2020. (See attached cost assumption breakdown).
- Make a good faith effort to budget funds for operations in the 2021 fiscal year
- Appoint a project liaison to CCAHA for communication and coordination of project.
- Provide liability insurance for ice rink users.
- Provide builder's risk insurance for persons building rink during the period of construction.
- Designate off-season storage for 20-110'x10x shade tarps.
- Dig holes for shade poles on site.

CCAHA agrees to:

- Act in good faith to provide expertise, and to construct and operate a fully operational ice skating rink.
- Provide up to \$27,000 of the proposed year 1 & year 2 \$72,000 project budget.
- Meet with the City Liaison to finalize details of the location and coordinate efforts.
- Build the rink.
 - After the location is cleared (recycle bins and tree etc.) secure heavy equipment to bring the site to grade.
 - Determine and order appropriate amount of sand for site (expense responsibility TBD).
 - Acquire, build and stage the structure at Centennial Park.
 - Coordinate the final leveling and compacting of the site.
 - Coordinate and install the shade structure, lighting, rink enclosure and water delivery.
 - Build the ice surface.
 - Procure and install service systems, mats, benches, provisions, maintenance equipment etc.
- In conjunction with the Department of Parks and Recreation develop a schedule of use that caters to a variety of user groups and community members
- Enter into a contract with the City to manage the facility for a fee:
 - Open for skating
 - Provide daily maintenance of the ice surface.
 - Address maintenance needs

Together, City of Salida and CCAHA agree to:

- Provide funding for the proposed year 1 budget of \$52,000 (cost of the ice rink).
- Collaborate on messaging and marketing of skating rink to meet the City's objectives.

The MOU shall continue until March 31, 2021 or until the end of the project.

City of Salida Representative

Date

CCAHA Representative

Date

Expenses	\$2,020.00	CCAHA	City of Salida	In Kind?
Materials				
Board materials	\$2,084.00	\$2,084.00		
Board supports	\$1,000.00	\$2,100.00		
Paint	\$700.00	\$700.00		
Hardware for connection	\$1,500.00	\$1,500.00		
Angle Iron Supports	\$500.00	\$5,000.00		
Shade Material	\$7,700.00	\$7,700.00		
Shade Structure	\$1,500.00	\$1,500.00		
Sand	?			
Tractor Mounted Ice Resurfacer	\$8,000.00		\$8,000.00	
Standard hockey goals and seating	\$1,000.00	\$1,000.00		
Youth ice skating equipment	\$ -			
Total Materials	\$23,984.00	\$14,484.00	\$8,000.00	
Personnel				
Rink Maintenance	\$16,200.00		\$16,200.00	
Electrician	\$5,200.00	\$2,500.00	\$2,700.00	
Construction Labor	\$2,000.00		\$2,000.00	
PROST employee	\$1,200.00		\$1,200.00	y
Total Personnel	\$24,600.00	\$2,500.00	\$20,900.00	
Utilities/Equipment				
Electricity	\$ -		?	
Bulldozer for site prep	\$10,000.00	\$10,000.00		y
City of Salida Heavy Equipment Use	\$5,000.00		\$5,000.00	y
Hole auger	\$1,000.00		\$1,000.00	y
Water	\$ -		\$ -	
Total Utilities/Equipment	\$16,000.00	\$10,000.00	\$6,000.00	
Total Expense	\$64,584.00	\$26,984.00	\$34,900.00	
Total In kind	\$17,200.00	\$10,000.00	\$7,200.00	
Total out of Pocket	\$47,384.00	\$16,984.00	\$27,700.00	



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: January 7, 2020

AGENDA ITEM NO. Consent Agenda	ORIGINATING DEPARTMENT: Public Works	PRESENTED BY: David Lady
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ITEM:

Consent Agenda

Council Action To Approve the Purchase of a jet-vacuum sewer cleaner and sewer inspection van for Public Works.

BACKGROUND:

The City of Salida Public Works Department annually upgrades vehicles that have reached the end of their useful life through a fleet vehicle replacement program identified in the annual budget. The City currently has a rodding machine to assist with clearing sewer mains in the event of a sewer backup. This piece of equipment is becoming obsolete and is not capable of cleaning sewer mains. CIRSA, the City's insurance provider, recommends that the City clean and inspect sewer mains at least once every three years. The City has been budgeting \$110,000/year for these services to be completed by a contractor.

The proposed jet-vacuum and inspection units will allow the City to proactively maintain the sewer systems, provide timely and cost effective response to sewer emergencies, and will ultimately pay for itself by reducing contracted services. The inspection equipment will additionally provide the technology to assist with point repairs in a cost effective manner and allow for GIS integration which will provide a robust and prioritized method for asset management.

These pieces of equipment are unique with limited dealer resources for local support and service. Additionally, each manufacturer has proprietary or unique designs, therefore, specifications vary. Specifications including the chassis, ergonomic controls, maintenance/greasing design, pumping, storage volume, wheel base for maneuverability, and past performance history were considered priorities. Staff visited with numerous municipalities and obtained feedback on features, brands, and service.

Proposals and specifications for two different brands of jet-vac units were reviewed. The base pricing between the two options were comparable. Three different inspection equipment companies and their respective software were reviewed. Two companies provided quotes for the requested specifications.

Jet Vac	Inspection Van	Combined Purchase Discount (Single-Dealer)	Total (\$)
Vacon 390H/1000 \$404,022.00 (Williams Equipment)	Aires / Transit 350 Van \$172,355.00 (Williams Equipment)	\$34,200.00	\$542,177.00
Vactor 2105i \$429,170.00 (Ferris Equipment)	Rausch / NV 3500 Van \$219,965 (Ferris Equipment)		\$649,135.00



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: January 7, 2020

AGENDA ITEM NO. Consent Agenda	ORIGINATING DEPARTMENT: Public Works	PRESENTED BY: David Lady
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Proposed Equipment with a 7-year lease purchase agreement is provided below.

Make/Model	Amount
Vac-Con / Aires Van	\$87,274.05 (7-yr annual commitment)

FISCAL NOTE:

A budget allocation of \$80,000 total is included in the 2020 budget (21-30-6035-3). A lease purchase option was proposed during the 2020 budget process. An early in the year purchase of this equipment is also expected to provide a 2020 cost savings in the contractor cleaning and inspection budget. A budget amendment is not anticipated for the overall 21-30 fund at this time.

STAFF RECOMMENDATION:

Staff is recommending approval of the lease-purchase 7-year agreement with Williams Equipment – Leasing 2, Inc. with the annual amount of **\$87,274.05**.

SUGGESTED MOTIONS:

A Council person should make a motion to “combine and approve the items on the consent agenda.” Followed by a second and then a voice vote.

TOUGH, INNOVATIVE, AND EFFICIENT - DESIGN YOUR DUAL ENGINE COMBINATION MACHINE TO MEET ALL YOUR NEEDS.

*SOME COMPONENTS SHOWN ARE NON-STANDARD.

AS SHOWN:

1. 180° Articulating Hose Reel, 600 ft. x 1 in.
2. Omnibus™ Precision Power
3. Manual Level Wind Guide
4. Cross-Linked Polyethylene Water Tanks
5. Diesel Auxiliary Engine
6. 3-Stage Fan with Centrifugal Separator
7. Hydraulic Reservoir
8. Aluminum Tool Boxes
9. Positive Seal Vacuum Breaker
10. 10 ft. Telescopic Boom with 270°Rotation
11. Hinged Boom Tie Down
12. Debris Body Dump Controls
13. Corten® Steel Debris Tank
14. External Load Level Indicator
15. Lateral Line Cleaning Kit
16. Water Pump with Suction Strainer

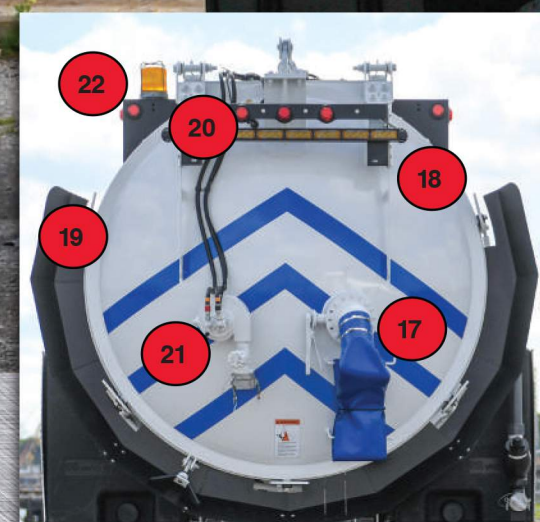
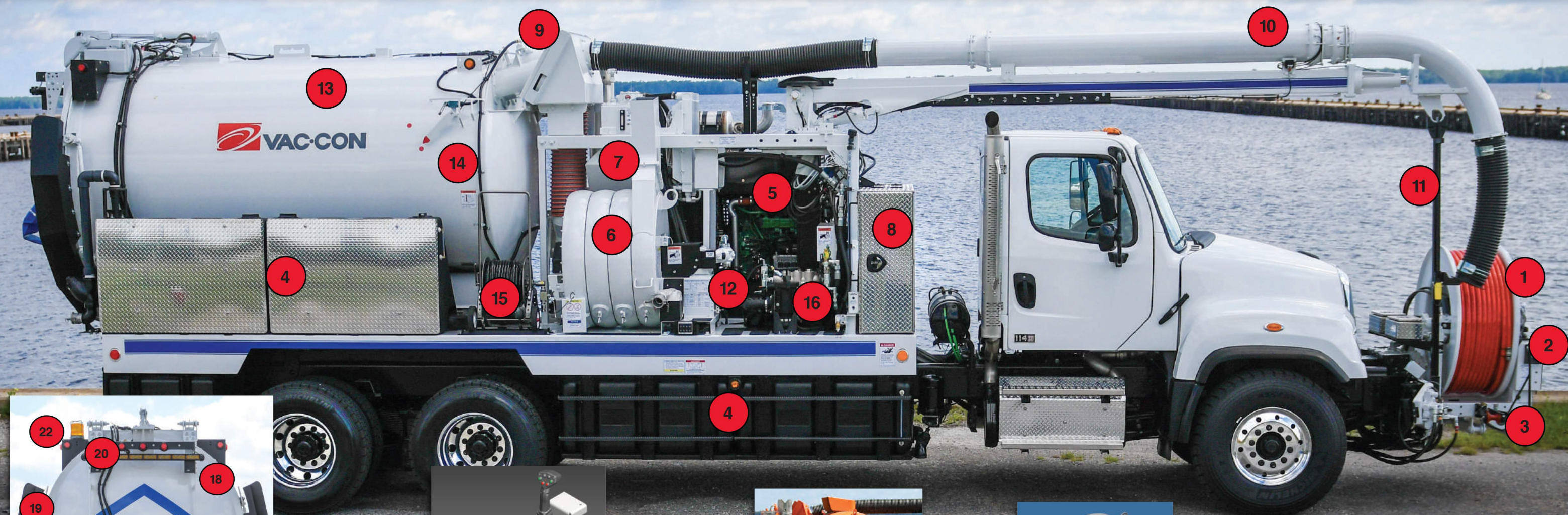
REAR DOOR:

17. 5 in. Butterfly Decant Valve
18. Full-Opening Rear Door with Hydraulic Locks
19. Splash Shield
20. Arrow Stick Lighting
21. Hydraulic Pump Off
22. Strobe Light

OPTIONS

- A. Omnibus™ Precision Power
- B. PD Blower
- C. Aeroboost™ 3-Stage Fan
- D. Centrifugal Compressor Quiet "Q" Drive (with Aeroboost Fan Only)
- E. Wireless Remote
- F. Mainframe Deck Coating
- G. Hydro-Excavation Package
- H. Safety Light Packages
- I. 5yd to 16yd Debris Tank
- J. 500 to 1500 gal. Water Capacity
- K. Hi-Dump

Consult Factory/Dealer for Additional Options



Rear Door

Operator friendly rear door features 5 in. Butterfly Decant Valve, Hydraulic Locks, and Splash Shield.



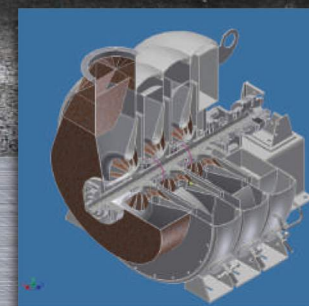
Omnibus™ Precision Power

The Omnibus Precision Power Control System provides complete control of machine functions from one centralized location, all with real-time diagnostics.



PD Blower

PD Blower with multiple ratings up to 27" Hg and 5,400 CFM.



Aeroboost™ 3-Stage Fan

Vac•Con's scientifically redesigned intake and fan housing results in a more balanced airflow, decreasing turbulence and allowing for more power, less noise and more reliability.



Wireless Remote

An integrated, enhanced control system that vastly improves usability and efficiency.

VEHICLE MOUNTED

Pipeline Inspection & Rehabilitation Systems

See what you're missing.

Control Center Benefits:

- » Electric control system mounted in a custom designed electronics rack
- » Maximized work space for operator convenience
- » Built-in desk mounted controllers strategically located for operator efficiency
- » Custom cabinetry with adjustable shelving to meet operator needs
- » Padded bench seat for observer comfort with storage underneath
- » Air conditioner with built-in heater strip provides operator comfort and equipment cooling



Exterior Benefits:

- » Roof-top strobe lights for road and operator safety
- » Floodlights mounted above the rear doors for inspection during low-light conditions
- » Hi-cube Aero Cap option is available to provide full walk through, cab to control room

Equipment Platform Benefits:

- » Heavy-duty diamond plate flooring and kick plates for long-term wearability
- » Large equipment room for equipment storage and a clean/safe floor space
- » Heavy-duty workbench and vise for equipment maintenance
- » Cable reel with self aligning roller bearing system for easy cable pay out and long tractor pulls
- » Up to 2,000' of coax cable for line inspection up to 4,000' from one entry point
- » Built in cable guide for inspection of offset and easement line sites
- » GFI plug outlet system for operator safety
- » Wall mounted storage brackets keep cables and equipment off of the floor
- » Convenient storage for equipment retrieval/extraction assembly allows for easy, quick access to increase production

Options:

- » Gasoline or diesel powered chassis
- » Equipment room heating
- » Rear mounted monitor
- » Lockable, multi drawer, heavy-duty tool chest
- » Heavy-duty storage cabinets or aluminum shelving
- » Wash down system: 8-80 gallon tank, pump, nozzle, and sink with faucet
- » Heater band for hot and cold water
- » Air compressor with hose and nozzles
- » Front and rear mounted LED arrow boards
- » Side-mounted strobe lights
- » Lavatory with dry chemical toilet
- » Electric utility hoist with stainless steel wire rope
- » Power winch system and camera skid assemblies
- » Rear fold-out awnings for rear operations



ARIES

INDUSTRIES, INC.

Corporate Office

550 Elizabeth Street
Waukesha, WI 53186
Toll Free: 800-234-7205
Phone: 262-896-7205
Fax: 262-896-7099

Western Regional

5748 E. Shields Avenue, Suite 101
Fresno, CA 93727
Toll Free: 800-671-0383
Phone: 559-291-0383
Fax: 559-291-0463

Southern Regional

1441 SW 10th Avenue, Unit 202
Pompano Beach, FL 33069
Toll Free: 800-327-4346
Phone: 954-785-5540
Fax: 954-785-5014

Aries Canada Ltd.

1081 Meyerside Drive, Units 1&2
Mississauga, Ontario
Canada L5T-1M4
Toll Free: 877-730-7010
Phone: 905-795-7913
Fax: 905-795-7905

Transporters

Our powerful transporters easily navigate harsh pipe conditions.

Aries transporters are built to withstand the rigors of sewer inspections and ensure long life. Combining power and balance, our tractors easily traverse challenging pipes 6" or larger. Our range of models, Large Line Kits and optional wheel sizes ensure you get the right tractor for any combination of distance, condition, and pipe size.

Steerable Pathfinder Series

Inspect 6" or larger mainlines quickly and accurately with a tractor from our Pathfinder Series. Includes a direct connect, keyed lock eliminating the need for interconnect cables. A remote-controlled lift keeps the camera centered in the pipe.

Badger Wheeled Transporters

Durable and reliable, the Badger is a non-steerable tractor for 8"-48" mainlines. Designed to easily negotiate around obstacles with maximum power.

Taurus Track Transporters

Strong and responsive transporter navigates long distances in adverse conditions. Sealed electrical connections and a maintenance-free drivetrain ensure long-life.

Titan Large Transporters

High traction tires and 360° turning radius provide superior maneuverability in large pipelines. Durable and reliable, the Titan captures superior images in pipes 20" and larger.



Mainline and Lateral Cameras

Innovative cameras capture quality video for accurate inspections.

Capture high quality images in mainlines 6" or larger and laterals 3" or larger with our durable and low-maintenance cameras. Built to withstand challenging pipe conditions and designed to maximize productivity.

Mainline Cameras

WiperCam Pan & Tilt Camera

Features continuous, 360° rotation and maintenance-free lighting. Equipped with self-cleaning lens system with field-replaceable wipers for more time in the pipe. 120x zoom and infinite pan and tilt ensure highly detailed view of the pipe.

Illumi-Zoom Pan & Tilt Camera

Provides pan and tilt rotation for full view of the pipe and 40x zoom to capture highly detailed images. Features continuous, 360° rotation and maintenance-free lighting.

Lateral Cameras

Mini Pan & Tilt Lateral Camera

Features continuous, 360° rotation and maintenance-free lighting. Equipped with self-cleaning lens system with field-replaceable wipers for more time in the pipe. Includes 512 Hz beacon to easily locate the camera.

Self-Leveling Mainline and Lateral Camera

Aries micro push, self-leveling camera with stainless steel housing and replaceable sapphire view port is ideal for use in difficult 3" or larger pipes.



MINI PAN & TILT



SELF-LEVELING



WIPERCAM
PAN & TILT

December 4, 2019

To Mayor PT Wood and the Salida City Council,

The Respect Life Committee of St Joseph Catholic Church is once again planning a Heart of the Rockies "Walk for Life" event. We are planning it for Sunday, January 26, 2020 from 1 PM to 3 PM. We would like to walk the same route we took last year with participants gathering in front of St. Joseph Church, walking north on D St to 2nd St, then to F St and on to Riverside Park. At Riverside Park we will have a speaker who will speak for approximately 15-20 minutes.

Because our event is being held in January when the park is not in demand and the event will only last 2 hours at the most we would ask the Council to consider waiving the fee normally charged for the use of the park.

We thank you for your consideration of this matter.

Members of the Respect Life Committee,

Judy Fender

Charlotte Sliva

Joan Haney

Pat Ficek

Beverly Scanga

RECEIVED
DEC 09 2019
BY: DVA

December 4, 2019

Ms. Sonia Walter
Deputy City Clerk
City of Salida
Salida, CO 81201

Ms Walter,

As I explained to you over the phone about two weeks ago the Respect Life Committee of St Joseph Catholic Church is once again planning the **Heart of the Rockies Walk for Life**. The event will take place on January 26, 2020 from 1 PM to 3 PM. Participants of the "Walk" will gather in front of St. Joseph Catholic Church and walk to Riverside Park. The route will be the same route we took in January 2019: St Joseph Church on D St to 2nd St. to F St. and then on to Riverside Park.


We will again be inviting other Christian Churches and Pregnancy Centers from around the area to participate. We estimate approximately 100 people will take part in the "Walk for Life" event, depending on the weather. Our Committee will walk the planned route to obtain signatures on the Petition forms.

We have sent a letter to the Mayor and the City Council requesting a waiver of any fees required since our event is in the winter and will only be two hours in length. We have also spoken with Police Chief Rob Johnston to ask for a police escort.

If there is any other matter that we need to take care of before this event please contact me, Beverly Scanga at 539-6067 or by e-mail: bascanga@scangameat.com

Thank you to the City of Salida for allowing the Heart of the Rockies "Walk for Life" to take place.

Respectfully,


Beverly Scanga, Respect Life Chairman



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: January 7, 2020

AGENDA ITEM NO. 5.a.	ORIGINATING DEPARTMENT: Administration	PRESENTED BY: Sonia Walter
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ITEM:

Resolution 2020-01 Designating the place for the posting of public notices for City Council meetings and other City business.

BACKGROUND:

At the first meeting of each year, the posting place for public notices is designated. On April 25, 2019, House Bill 19-1087 was passed, which allows municipalities to post public notices on the local government's website, which are accessible to the public at no charge. The local government may also choose to continue posting public notices in a physical location.

Up through 2019, staff has posted notices on the bulletin boards at the east and west ends of the Toubert building. This bill allows for the posting on the City's website, with the provision that should there be problems with the website, internet or other, staff can have the option to physically post public notices at the bulletin boards as has been done prior.

STAFF RECOMMENDATION:

It is recommended that Council approve Resolution 2020-01, designating the City's website the place for the posting of public notices.

SUGGESTED MOTION:

A Councilperson should make a motion to "approve Resolution 2020-01 designating the place for the posting of public notices for City Council meetings and other City business", followed by a second.

Attachments

Resolution 2020-01

CITY OF SALIDA, COLORADO
RESOLUTION NO. 01
(Series 2020)

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO
DESIGNATING THE PLACE FOR THE POSTING OF PUBLIC NOTICES FOR CITY
COUNCIL MEETINGS AND OTHER CITY BUSINESS

WHEREAS, Section 24-6-402(2)(c), C.R.S. of the Colorado Open Meetings Law requires the City to annually designate the place or places at which the City shall post notices of City meetings and other public notices; and

WHEREAS the City Council desires to designate the following place for the posting of public notices for the convenience of the public.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO, that the following public place shall be and is hereby designated for the posting of notices for public meetings and other City business:

1. All notices of meetings subject to the Colorado Open Meetings Law shall be posted on this page of the City website at this address: cityofsalida.com, pursuant to C.R.S. Section 24-6-402(2)(c)(III). The City Clerk or his/her designee shall be responsible for posting the required notices no later than twenty-four (24) hours prior to each meeting. All meeting notices shall include specific agenda information, where possible.
2. Pursuant to C.R.S. Section 24-6-402(2)(c)(III), should the City Clerk or his/her designee be unable to post a notice online in exigent or emergency circumstances such as a power outage or interruption in internet service that prevents the public from accessing the notice online, said notice shall be posted on the bulletin board located in the lobby at City Hall, 448 East 1st Street, Suite 112, Salida, Colorado and the bulletin board located at the C Street entrance of the Touber Building, 448 East 1st Street, Salida, Colorado.

RESOLVED, APPROVED and ADOPTED this 7th day of January, 2020.

CITY OF SALIDA

By: _____
P.T. Wood, Mayor

[SEAL]

ATTEST:

By: _____
City Clerk



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: January 7, 2020

AGENDA ITEM NO. 5.b.	ORIGINATING DEPARTMENT: Administration	PRESENTED BY: Nina Williams/Sonia Walter
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ITEM:

Resolution 2020-02 Approving the donation of Colorado Traumatic Brain Injury Trust Fund Monies to MINDSOURCE – Brain Injury Network, Colorado Department of Human Services

BACKGROUND:

In January, 2019, HB 19-1147 was enacted into law, which changed the statute related to the Colorado Traumatic Brain Injury Trust Fund (C.R.S. 26-1-3). This bill revised the surcharge structure for this Fund, which resulted in the municipal speeding surcharge no longer a part of the statute. As of August 2, 2019, municipalities are no longer required to collect this surcharge.

Staff (clerk and police) were not informed of this change until November 1, 2019, at which point the surcharge was no longer included on speeding citations. However, between August 2, 2019 and November 1, 2019, the surcharge was still included on citations. C.R.S. 26-1-309 allows for municipalities to donate the money collected between the above dates, should the City be so inclined.

STAFF RECOMMENDATION:

It is recommended that Council approve Resolution 2020-02, donating the surcharge collected for the Colorado Traumatic Brain Injury Trust Fund to MINDSOURCE – Brain Injury Network, Colorado Department of Human Services.

SUGGESTED MOTION:

A Councilperson should make a motion to “approve Resolution 2020-02 approving the donation of Colorado Traumatic Brain Injury Trust Fund Monies to MINDSOURCE – Brain Injury Network, Colorado Department of Human Services”, followed by a second.

Attachments

Resolution 2020-02

CITY OF SALIDA, COLORADO
RESOLUTION NO. 02
(Series of 2020)

**A RESOLUTION APPROVING THE DONATION OF COLORADO TRAUMATIC
BRAIN INJURY TRUST FUND MONIES TO MINDSOURCE – BRAIN INJURY
NETWORK, COLORADO DEPARTMENT OF HUMAN SERVICES**

WHEREAS, Colorado State House Bill 19-1147 recently amended Colorado Revised Statutes (C.R.S.) section 26-1-3, revising the surcharge structure for the Colorado Traumatic Brain Injury Trust Fund; and

WHEREAS, pursuant to HB 19-1147, as of August 2, 2019, municipalities are no longer required to collect a municipal speeding surcharge for the Colorado Traumatic Brain Injury Trust Fund; and

WHEREAS, Salida City staff, including the clerk’s office and the police department, were not made aware of this effective change until November 1, 2019, at which point the surcharge was no longer including on speeding citations; and

WHEREAS, between August 2, 2019 and November 1, 2019, the surcharge was still included on citations and therefore collected by the City of Salida for purposes of the Colorado Traumatic Brain Injury Trust Fund; and

WHEREAS, C.R.S. 26-1-309 permits the donation of these monies by the City of Salida into the Colorado Traumatic Brain Injury Trust Fund; and

WHEREAS, the City of Salida City Council therefore desires and directs City staff to donate these monies collected for the surcharge for the Colorado Traumatic Brain Injury Trust Fund to MINDSOURCE – Brain Injury Network, Colorado Department of Human Services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR SALIDA, COLORADO:

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

Section 2. The Salida City Council hereby directs City Staff to donate two hundred and eighty nine dollars (\$289), collected between August 2, 2019 and November 1, 2019 for the surcharge for the Colorado Traumatic Brain Injury Trust Fund, to MINDSOURCE – Brain Injury Network, Colorado Department of Human Services.

RESOLVED, APPROVED, AND ADOPTED this 7th day of January, 2020.

CITY OF SALIDA

By: _____

P.T. Wood, Mayor

[SEAL]

ATTEST: _____
City Clerk/Deputy City Clerk



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: January 7, 2020

AGENDA ITEM NO. 5.c.	ORIGINATING DEPARTMENT: Community Development	PRESENTED BY: Glen Van Nimwegen
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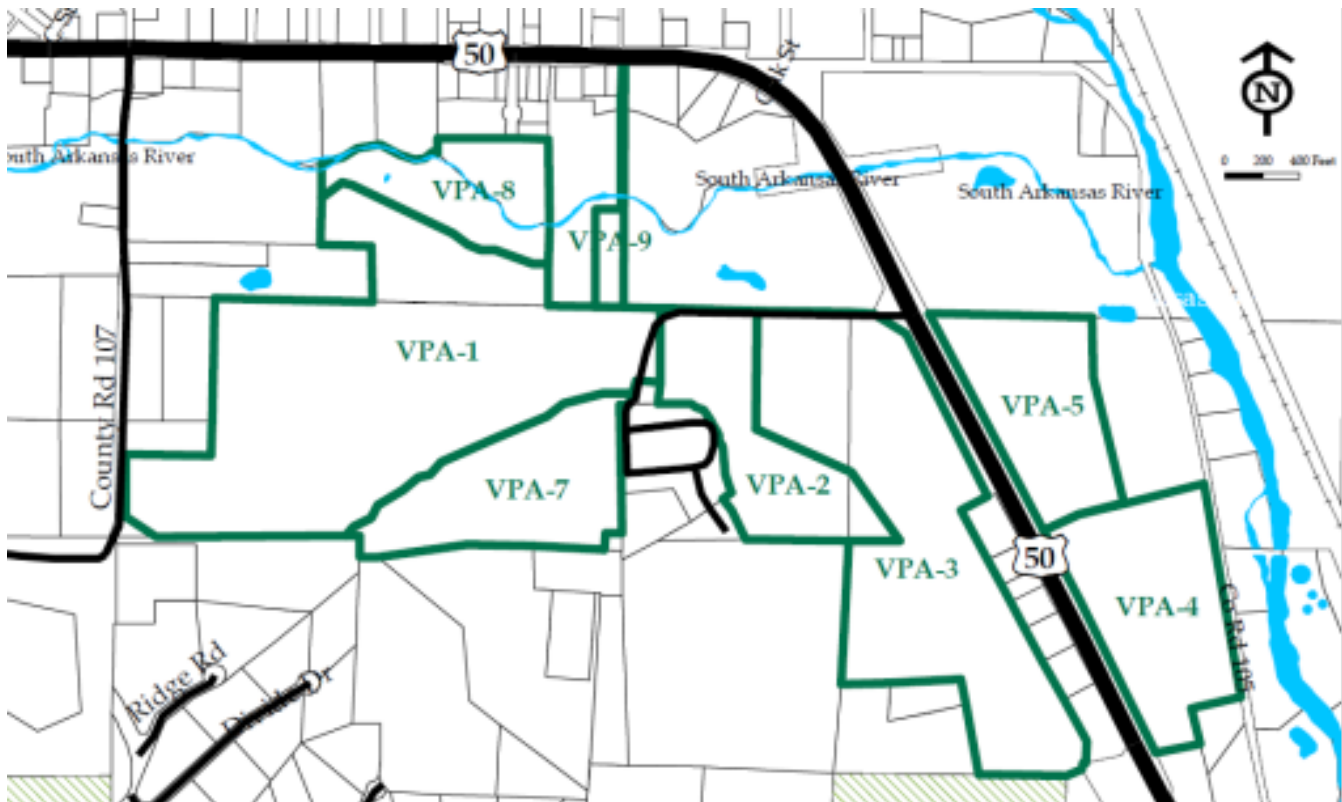
ITEM:

Ordinance 2020-01 – Possible Approval on First Reading and Setting a Public Hearing Regarding Proposed Amendments to the Vandaveer Ranch Planned Area Development.

REQUEST / BACKGROUND:

The applicant is requesting a major impact review to approve proposed amendments to the Vandaveer Ranch Planned Development Overall Development Plan defined as Mixed Use Village-Pinto Barn zoning adopted by Ordinance 2011-16. The site is 15 acres located at the northeast corner of Vandaveer Ranch Road and Highway 50 and is identified as parcel VPA-5 of the PD.

The proposed amendments generally include revising the allowed land uses, residential density, lot sizes, public approval processes and parking. The proposed project is a mixed-use development including retail, office and residential and park uses.



Property Owner: Confluent Park Salida, LLC

Applicants: Joe DeLuca of Crabtree Group



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: January 7, 2020

AGENDA ITEM NO. 5.c.	ORIGINATING DEPARTMENT: Community Development	PRESENTED BY: Glen Van Nimwegen
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PROPOSED MODIFICATION OF THE PLANNED DEVELOPMENT

A Planned Development is an overlay which allows flexibility in the underlying zoning district standards to "...permit the application of more innovative site planning and design concepts than may be possible under the application of standard zone districts." The Vandaveer Ranch Planned Development was first created in 2006 and was most recently amended by Ordinance 2011-16. The amendment was for a very specific development on the subject site consisting of the expansion of a local manufacturing facility (Let's Go Nuts) and 115 employee dormitories. The development entitlements are contained in the Planning Area Entitlements Chart of the ordinance as shown on the following page.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: January 7, 2020

AGENDA ITEM NO. 5.c.	ORIGINATING DEPARTMENT: Community Development	PRESENTED BY: Glen Van Nimwegen
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The development never occurred and the current ownership purchased the property in 2017. The Council and Planning Commission have held Conceptual Review meeting for this site on January 18, 2017 and April 15, 2019. The current plan consists of commercial, mixed-use and a variety of residential styles and densities.

Planning Area Entitlements Chart

Planning Areas	Zoning	Gross Area	Dwelling Units and commercial lodging units *	Non-residential** Development Square Footage
PROPOSED DEVELOPMENT	Corresponding Zone district	(Acres)	(up to and including)	(up to and including)
VPA-1	Vandaveer Neighborhood	63.4	400	25,000
VPA-2	Transitional Residential	15.6	130	30,000
VPA-3	Mixed Use Village	44.1	180 [includes commercial lodging units]	300,000
VPA-4	Mixed Use Village	21.7	125 [includes commercial lodging units] plus	100,000
VPA-5	Mixed Use Village-Pinto Barn	~15	25,000 square feet for residential uses ***	150,000
VPA-7	Open Space/Parks	18.0	0	2,500
VPA-8	Open Space/Parks	11.7	0	2,000
VPA-9	Open Space/Parks	2.1	0	500
Total		191.6	950 units	610,000

* This represents the total number of units but does not specify if they are single family, attached, or stacked units

** Non-residential square footage includes employment centers, retail, commercial, educational centers, active and passive recreational uses requiring built facilities, commercial lodging, services, arts and cultural facilities, research and development

The Vandaveer Ranch Planned Development provides sparse direction as to the allowed development standards which are outlined in Table 5.06 Table of Dimensional Standards. The created zoning for the site then was Mixed Use Village.

5.06 Table of Dimensional Standards

Dimensional Standard	Vandaveer Neighborhood	Transitional Residential	Mixed Use Village
Minimum Lot Area	3,000 sq ft per unit – residential 5,000 sq ft – non-residential	2,500 sq ft	None
Minimum Lot Width	30'	25'	40'
Minimum Setback	18' on one side, 5' on all other sides	None*	None*
Maximum Impervious Coverage	60%	80%	80%
Maximum Height - single family	35'	35'	35'
Maximum Height - multi-family, non-residential and mixed use	40', no more than 3 stories	40', no more than 3 stories	40', no more than 3 stories
Maximum Height - accessory buildings	25'	25'	25'

* No minimum setbacks from lot lines so long as building code requirements regarding minimum separation between structures are met and required parking is provided off-street

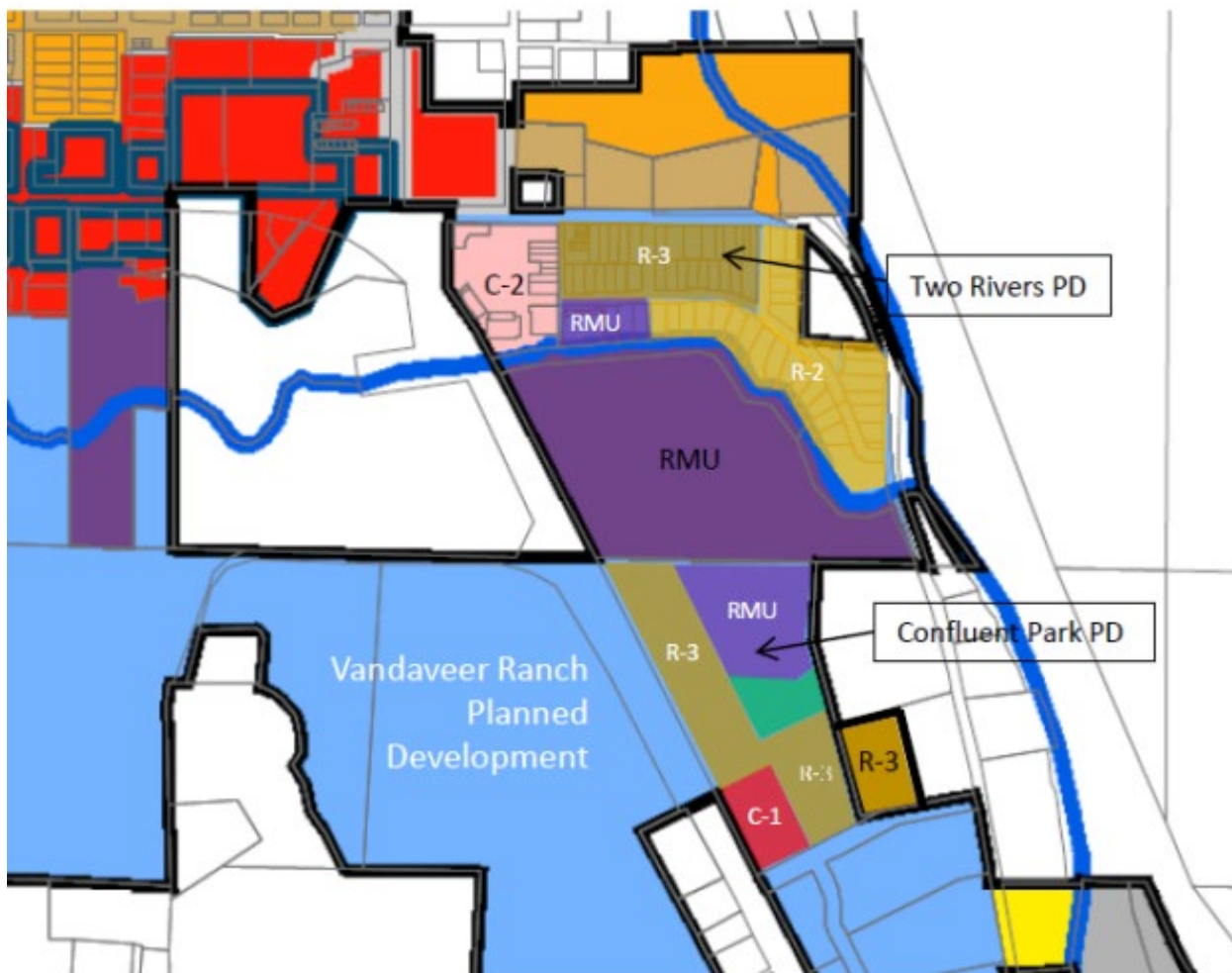


REQUEST FOR CITY COUNCIL ACTION

Meeting Date: January 7, 2020

AGENDA ITEM NO. 5.c.	ORIGINATING DEPARTMENT: Community Development	PRESENTED BY: Glen Van Nimwegen
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The proposed underlying districts for the Confluent Park amendment is consistent with the zoning patterns in the area, including the Two Rivers Planned Development.



The applicant’s development plan consists of the narrative and land use plan depicting development areas CPP (Public Park), CPMF (Multi-family Mixed-Use), CPC (Commercial Mixed-Use) and CPR (Residential). The applicant is proposing blending and modifying allowed uses, dimensional standards, development standards and approval processes. Our detailed review of the requested changes are contained in Exhibit 1: Proposed PD Modifications for Confluent Park. Below is an overview of the four areas of focus and our recommendations.

Affordable Housing: Lot 1 is proposed to be a 50-60 unit Low Income Housing Tax Credit (LIHTC) apartment development as implemented through the Colorado Housing Finance Authority (chfa). The program trades income tax credits for an agreement to deed restrict the housing to be affordable to households earning 60% or less of the Area Median Income for 30 years. The proposed



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: January 7, 2020

AGENDA ITEM NO.	ORIGINATING DEPARTMENT:	PRESENTED BY:
5.d	Community Development	Glen Van Nimwegen

developer for the site has submitted his letter of intent to chfa, and their final application is due in February, 2020.

The 2016 Chaffee County Housing Needs Assessment and Strategy stated that over half of the households in the County who are burdened by housing costs, are at the 60% or less AMI level. The City's Inclusionary Housing requirements took this into account and allowed deed restrictions for a limited time (Section 16-13-20a.2) for LIHTC projects. Also, as an added incentive the ordinance allows every unit at this level to count as two units at 80% AMI. Using this formula, the amount of affordable housing in Confluent Park far exceeds our standards at 35% versus 12.5%. The applicant has requested the City consider transferring some of this excess credit to other properties owned by Harder-Diesslin.

The Inclusionary Housing requirements allow for a developer to meet their on-site housing requirements by dedicating land for affordable housing at another location. This is their request in reverse. Staff is supportive of the request with a cap: the excess credit may be used to meet the affordability requirements only in Angel View in the northwest part of Salida.





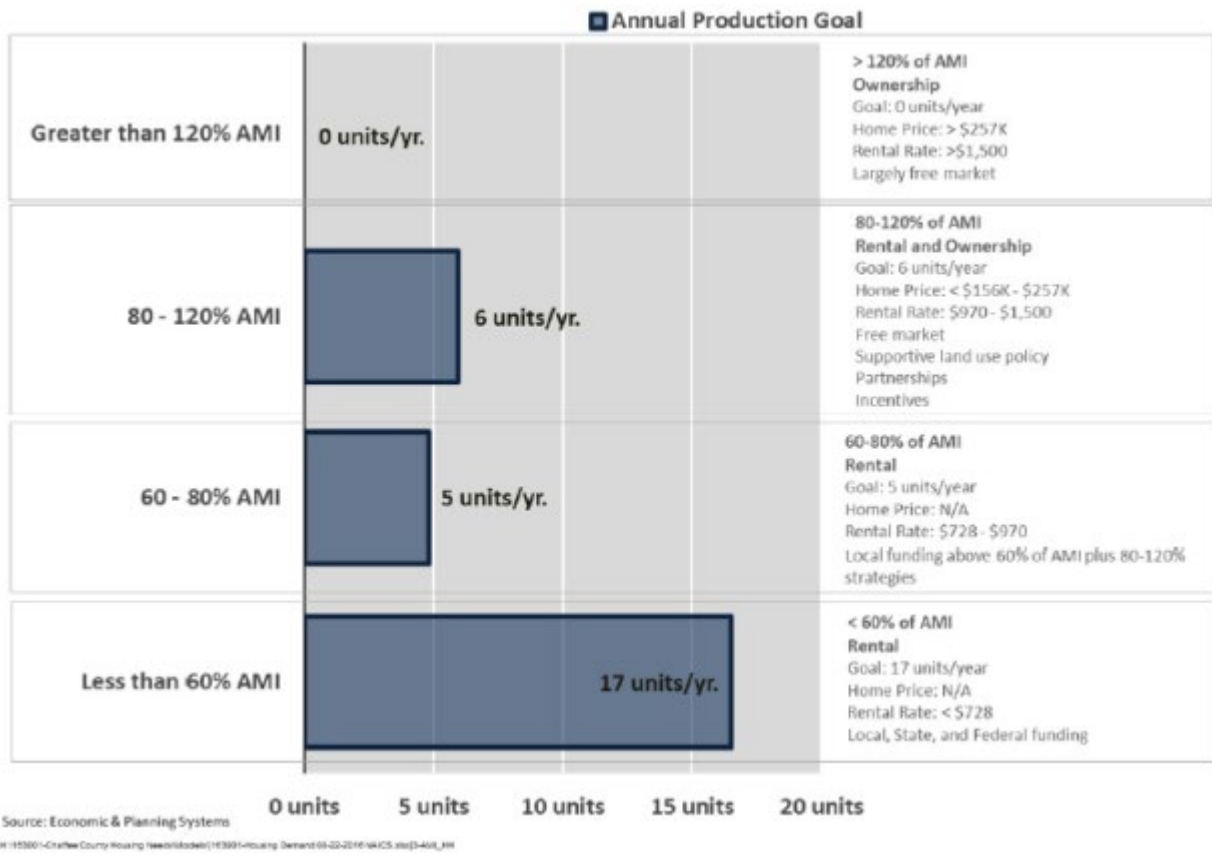
REQUEST FOR CITY COUNCIL ACTION

Meeting Date: January 7, 2020

AGENDA ITEM NO. 5.c.	ORIGINATING DEPARTMENT: Community Development	PRESENTED BY: Glen Van Nimwegen
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If the number of credits equals 100% of that required in Angel View, staff recommends they be able to use the density allowed for R-3 zoning that meets the Inclusionary Housing standard of 2,100 square feet per dwelling unit.

When the housing study was written, they identified a 170 unit deficit that are affordable at less than 60% AMI. To set realistic goals the report recommends 17 units be built for ten years. If the proposed LIHTC project is constructed, then it will account for up to three years of this goal for housing at this level for all of Chaffee County.



The applicants have other affordable housing goals for the project by providing “missing middle” housing types that will be affordable to 80-100% AMI households. To accomplish this they are asking for density, setback and lot size allowances. Staff is supportive as each development parcel will have a cap on the maximum units. This will force a variety of housing styles if the increased density is used within the development parcel.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: January 7, 2020

AGENDA ITEM NO.	ORIGINATING DEPARTMENT:	PRESENTED BY:
5.c.	Community Development	Glen Van Nimwegen

Their request to ensure the project may receive up to eight (8) short term rental (STR) licenses will not negatively affect the availability of affordable housing in the development. The licenses could not be used in any of the rental properties. The request equates to 2.7% of the units, which is less than the city standard of 3.5% for residential districts. The number of STR's in Confluent Park could be further increased to include the C-1 area without the eight unit restriction.

Open Space and Connectivity: The Vandaveer Ranch Planned Development includes 31.8 acres of open space and parks which is 16.6% of the total area. Because of this, the PD states open space is not required within individual development parcels, including VPA-5 the subject of this amendment. However, staff is concerned that the current land use for VPA-5 is employment which does not generate a need for parks. Also, the Vandaveer open space is yet to be developed and is separated from the future Confluent Park population by Highway 50.

If the PD amendment is approved, Confluent Park could be home to as many as 700 residents. Therefore staff has requested, and the applicant has agreed, to dedicate a 1.25 acres public park site in the center of the project. This will be built and maintained by the City of Salida. In addition, the City will collect open space in-lieu fees from residential building permits in development parcel CPR. This could generate as much as \$204,000 for park development. Connectivity within the project and connection to regional trails are important. We are recommending a number of trail improvements, some to be maintained by Salida. With the parks and trail additions, and fees-in-lieu, roughly 15% of Confluent Park counts as open space.

Infrastructure: The roadways in Confluent Park align with the recently approved Two Rivers Southside subdivision located north of the site. The applicant is proposing reduced roadways within the Confluent and Cleora Roads of 36 feet; and 34 feet for the local streets of Trenton and Chase.

Staff agrees with the proposed street cross sections in this context. Staff disagrees that Trenton Street can remain in only a road base (gravel) condition until both halves can be constructed in the future and are recommending the half street be built with the project.

Staff initially was concerned about providing a redundant water supply to the site. Our master plan recommends a new line be constructed through Vandaveer Ranch from Palmer Street to the site to provide that second source of supply. This is not the preferred solution as we do not have conceptual development plans for Vandaveer west of Highway 50, so we would have to make an educated guess as to the best utility corridor. The applicant and staff have arrived at a solution which includes a water main extension on Scott Street and pressure reducing valve. This solution is expected to serve the needs of development on the east side of Highway 50.

The applicant is recommending a number of variations to our public infrastructure standards for utility design, storm water management, streetlights and flood control described in Sections 3.7, 3.8, 3.10 and 3.12. There may be validity to what is requested, but at this time with the absence of detailed engineered plans, it is premature to agree.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: January 7, 2020

AGENDA ITEM NO.	ORIGINATING DEPARTMENT:	PRESENTED BY:
5.c.	Community Development	Glen Van Nimwegen

Proposed Modifications to the Land Use Code for Confluent Park PD: The applicant's goal is to provide the most flexibility to create a mixed-use, walkable environment with opportunities to create many different housing types. Staff agrees with the goal. However, our principal disagreement with the proposals are because our current code provides, or is very close to providing what is requested. Also, some standards, in particular the parking reduction, will be very difficult to enforce.

Our biggest concern is the removal of most of the public review processes (Planning Commission and City Council reviews) and the appearance of the project's edge on Highway 50. We hope the result of the re-write of the Land Use Code will be specific design standards that can be implemented by staff. But we are not there yet. The applicant intends to draft design guidelines to provide this assurance for Confluent Park, but they are not complete at the time of this writing. Staff is recommending we approve the proposed changes subject to the applicant presenting the guidelines to the Commission for approval. Without that, we are recommending the Land Use Code will apply with additional design standards (see condition 15).

Requirements for Approval of Substantial Modifications of the Planned Development: Section 16-7-150 Modifications describes the conditions of when and how a PD may be modified.

- (a) All provisions of the PD Development Plan authorized to be enforced by the City may be modified, removed or released by the City subject to the following:
- (1) No modification, removal or release of the provisions of the PD Development Plan by the City shall affect the rights of the residents, occupants and owners of the PD to maintain and enforce those provisions in law or in equity; and

Staff: There are no residents within the Vandaveer Planned Development and the proposed changes only affect the owners of VPA-5.

- (2) No substantial modification removal or release of the provisions of a PD Development Plan by the City shall be permitted except upon a finding by the City Council, following a public hearing upon notice as required by this Chapter, that the modification, removal or release is:
 - (i) Consistent with the efficient development and preservation of the entire PD;
 - (ii) Does not affect in a substantially adverse manner either the enjoyment of land abutting upon or across the street from the PD or the public interest; and
 - (iii) Is not granted solely for a special benefit upon any person.

Staff: The proposed amendment changes the previous approval for a very specific use. The proposed land use changes better match the existing land use pattern in the area. For this reason it should not have an adverse effect on properties adjacent to or across the street from the development. The land use changes are consistent with goals of the comprehensive plan and are not granted solely for the benefit of a single person.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: January 7, 2020

AGENDA ITEM NO.	ORIGINATING DEPARTMENT:	PRESENTED BY:
5.c.	Community Development	Glen Van Nimwegen

(b) Residents and owners of land in the PD, may to the extent and in the manner expressly authorized by the provisions of the PD Development Plan, modify, remove or release their rights to enforce the provisions of the plan; but no such action shall affect the right of the City to enforce the provisions of the plan.

Staff: We believe this requirement is related to latter stages of development when a homeowners association assumed enforcement of certain conditions. Vandaveer Ranch does not have any HOA's in effect.

(c) An insubstantial modification to an approved PD Development Plan may be authorized by the Administrator. However, insubstantial modifications may only be approved if they promote the terms, purposes and conditions of the original PD Development Plan and approval. The applicant shall make a written request to the Administrator justifying the proposed modification and clearly showing on the PD Development Plan and accompanying written narrative that portion which is proposed for modification. A record of such approved insubstantial modification shall be filed and recorded in the same manner as the original. The following shall NOT be considered an insubstantial modification:

- (1) A change in land use or development concept.
- (2) An increase in residential density levels or building coverage of nonresidential uses.
- (3) An increase in the permitted height.
- (4) A realignment of major circulation patterns or a change in functional classification of the street network.
- (5) A reduction in approved open space or common amenities.
- (6) Other significant changes which involve policy questions or issues of overriding importance to the community.

Staff: This is not an insubstantial modification of the PD.

(d) During the review of any proposed substantial modification to the PD, the City Council may require such new conditions of approval as are necessary to ensure that the development will be compatible with the current community standards and regulations. This shall include, but not be limited to, applying the portions of the PD which have not obtained building permits, or are subject to the proposed amendment, any new community policies or regulations which have been implemented since the PD was originally approved. An applicant may withdraw a proposed modification at any time during the review process. A request for a substantial modification shall be accompanied by the same type and quality of information as was necessary for the original PD Development Plan approval and shall include a map of the entire PD Development Plan area which clearly defines that portion which is proposed for modification and a written justification of the proposed modification, including a discussion of any changes in impact which would result from the modification.

Staff: Staff is recommending a number of new conditions that may be recommended by the Planning Commission and adopted by City Council. The applicant has made a complete application that defines which portion is proposed for modification.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: January 7, 2020

AGENDA ITEM NO.	ORIGINATING DEPARTMENT:	PRESENTED BY:
5.d	Community Development	Glen Van Nimwegen

RESPONSE FROM REFERRAL DEPARTMENTS AND AGENCIES:

- Salida Fire Department: Kathy Rohrich, Fire Plan Review responded “No concerns at this time.”
- Salida Police Department: Russ Johnson, Police Chief responded “I have reviewed the plans that have been submitted and have no concerns at this time.”
- Chaffee County Planning Department: There has not been a response at the time of this writing.
- Salida School District: David Blackburn, Superintendent responded “We will not be seeking a land donation for the lots, rather we will accept the fee in lieu of land solution for your development.”
- Salida Utilities: Renee Thonoff, Senior Accountant stated “Regarding Confluent Park, this property currently has no City Services (i.e. water/sewer). Development would require the purchase of water/sewer taps and meters. The City charges system development fees per unit, how the developer chooses to meter could result in each dwelling unit being metered individually or by building.”
- Salida Floodplain Administrator: Mark Rocheleau of JVA, Incorporated submitted a letter of review stating requirements for future development within the floodplain (attached).
- Salida Parks and Recreation Department: Diesel Post, Director requests a trail easement between park and Chase Street on east side of Lot 38.
- Salida Public Works Department: Public Works Director David Lady has been involved in the infrastructure issues presented by the project and his concerns have been incorporated into the proposed recommendations.
- Xcel Energy: No response at the time of this writing.

STAFF RECOMMENDATION:

Staff recommends approval of the request with the following conditions:

1. Revise the Development Plan Narrative as shown in Exhibit 1, Staff Recommendation lines D.1-5; D.9-13; and C.2-4. The PD Site Plan shall include trail easements described under Staff Recommendation lines B.2-3. Changes shall be made prior to recording.
2. Lot 1 shall be legally restricted for up to 60 affordable rental apartments for households at 60% or less of the Area Median Income (AMI) for Chaffee County as defined by the Colorado Housing Finance Authority (chfa). Per Section 16-13-30(d), each unit at 60% AMI counts as two units in meeting the project’s affordable housing requirement.
3. Upon issuance of a building permit for Lot 1 in conformance with the above requirements, credit for affordable units greater than 37 (289 units X 12.5%) may be used to meet the affordable housing requirements for residential development within the Angel View Minor Subdivision recorded at Reception No. 428085. If this equals 100% or greater of the required affordable housing for the build-out of Angel View, the project will be afforded additional density only for R-3 as defined by Section 16-13-50. These provisions shall be approved as part of a development agreement for the Angel View site.
4. Dedicate to the City Lot 39 for a public park to be constructed, owned and maintained by the City of Salida.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: January 7, 2020

AGENDA ITEM NO. 5.c.	ORIGINATING DEPARTMENT: Community Development	PRESENTED BY: Glen Van Nimwegen
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5. Open space in lieu fees shall be collected for residential development within development area CPR only.
6. Public trail easements shall be provided and the developer shall construct eight foot (8') concrete sidewalks within the easements at the following locations and widths:
 - a. Ten foot (10') easement between the 6906 LLC project through Lot 1 to the Park site as shown;
 - b. Ten foot (10') easement on the east side of Lot 38 to connect the park with Chase Street;
 - c. Ten foot (10') easement between Lots 6 and 7 as shown;
 - d. Ten foot (10') easement along entire frontage of Highway 50; and
 - e. Twenty foot (20') easement on north side of Lot 12.
7. The City of Salida will accept maintenance of the Highway 50 trail after its construction per condition 6.d above.
8. Provide redundancy in the water supply system and a second point of connection by extending the water main up Scott Street and along Illinois Street to a point of connection in Oak Street. This will include the installation of a pressure reducing vault built in accordance with City standards. These improvements are to be installed and accepted prior to issuing any Certificate of Occupancy or within three years of approval of minor subdivision, whichever occurs first.
9. The construction of Cleora Road and Confluent Drive shall be the first phase of road construction and shall be complete and accepted prior to issuing any Certificates of Occupancy within the project.
10. Developer shall construct one-half of the street improvements (curb, gutter, sidewalk and paving) for Trenton Street.
11. The Fair Contribution for Public School Sites in-lieu fee shall be provided in accordance with Section 16-6-140 of the Salida Municipal Code in an amount in effect at the time of issuance of a building permit (currently \$444.66).
12. The maximum number of units within each development parcel shall be:

CPR	68
CPMF	103
Lot 1 LIHTC	60
<u>CPC</u>	<u>58</u>
	289
13. Up to eight (8) short term rental licenses will be permitted in the development subject to the conditions that they are not allowed in apartment buildings; and no two licenses will be issued



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: January 7, 2020

AGENDA ITEM NO.	ORIGINATING DEPARTMENT:	PRESENTED BY:
5.c.	Community Development	Glen Van Nimwegen

next door or directly across the street from each other. All requirements of Chapter 6, Article VI. Short Term Business License shall apply.

14. The Development Plan shall consist exclusively of the Narrative and Planned Development Site Plan, as modified herein and subject to the approved conditions. Chapter 16. Land Use and Development of the Salida Municipal Code shall apply unless specifically amended by the Confluent Park Development Plan.

15. The public process changes identified in Exhibit 1, line D.11 will be approved if the Planning Commission approves specific design standards and guidelines, and are incorporated into the Confluent Park Development Plan through the insubstantial amendment process. If no additional design standards and guidelines are adopted, the processes of Table 16-D shall apply with the additional design requirements:

- a. Buildings adjacent to Highway 50 shall meet the Architectural Standards contained in Section 16-5-60. Highway 50 Corridor Overlay.
- b. Identical or mirrored layouts shall not be allowed for more than two adjacent lots (including across a street).
- c. Roof mounted mechanical equipment shall not be visible from public rights-of-way, including Highway 50.
- d. Standards to avoid architectural monotony described in Section 16-6-120(11) shall be met.
- e. Provide a diversity in architectural elements such as roof types and pitches; colors and exterior materials.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission held a public hearing on December 30, 2019. At the meeting a letter was presented by Earl Walker representing the property owner adjacent to the east side of the project site (attached). The Commission made the recommendation to approve the planned development amendment with staff's recommendations with the following additional condition

3. Upon issuance of a building permit for Lot 1 in conformance with the above requirements, credit for affordable units greater than 37 (289 units X 12.5%) may be used to meet the affordable housing requirements for residential development within the Angel View Minor Subdivision recorded at Reception No. 428085. If this equals 100% or greater of the required affordable housing for the build-out of Angel View, the project will be afforded additional density only for R-3 as defined by Section 16-13-50. These provisions shall be approved as part of a development agreement for the Angel View site.

IF RESIDENTIAL BUILDING PERMITS ARE ISSUED WITHIN ANGEL VIEW OR CONFLUENT PARK PRIOR TO ISSUANCE OF BUILDING PERMITS WITHIN LOT 1, THEN DEVELOPER SHALL SUBMIT THE INCLUSIONARY HOUSING IN-LIEU FEE FOR SAID UNITS, TO BE HELD IN ESCROW UNTIL CONSTRUCTION BEGINS ON LOT 1.

And the following change to condition 6:



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: January 7, 2020

AGENDA ITEM NO. 5.c.	ORIGINATING DEPARTMENT: Community Development	PRESENTED BY: Glen Van Nimwegen
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6. Public trail easements shall be provided and the developer shall construct eight foot (8') concrete sidewalks within the easements AS CALLED FOR at the following locations and widths:
- a. PROVIDE ten foot (10') easement ONLY between the 6906 LLC project through Lot 1 to the Park site as shown;
 - b. Ten foot (10') easement on the east side of Lot 38 to connect the park with Chase Street AND CONSTRUCT SIDEWALK;
 - c. Ten foot (10') easement between Lots 6 and 7 as shown AND CONSTRUCT SIDEWALK;
 - d. Ten foot (10') easement along entire frontage of Highway 50 AND CONSTRUCT SIDEWALK; and
 - e. Twenty foot (20') easement on north side of Lot 12 AND CONSTRUCT SIDEWALK.

SUGGESTED MOTIONS:

A Council person should make a motion to “approve Ordinance 2020-01 on first reading and setting a public hearing for January 21, 2020.”

Attachments

Ordinance 2020-01

Letter from neighbor Ned Suesse

CITY OF SALIDA, COLORADO
ORDINANCE NO. 01
(Series 2020)

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING A SUBSTANTIAL MODIFICATION OF PARCEL VPA-5 OF THE VANDAVEER RANCH PLANNED DEVELOPMENT TO MODIFY THE OVERALL DEVELOPMENT PLAN BY CHANGING THE ENTITLEMENTS, ZONE DISTRICT MAP, DIMENSIONAL STANDARDS AND ARTICLE 10: PINTO BARN PARCEL STANDARDS

WHEREAS, the City Council approved the original Overall Development Plan for the Vandaveer Ranch Planned Development by Ordinance 2006-19 on December 22, 2006; and

WHEREAS, the Overall Development Plan was modified by changing the entitlements, zone district map, dimensional standards and adding new Article 10: Pinto Barn Parcel Standards for Parcel VPA-5 by Ordinance 2011-16 on October 18, 2011; and

WHEREAS, Section 16-7-150 of the Salida Municipal Code (SMC) states substantial modifications to a Planned Development may be amended by the City Council after a public hearing and subject to certain criteria; and

WHEREAS, Parcel VPA-5 of the Planned Development corresponds to Lot 1 of the Salida Natural Resource Center Subdivision Amended-2 which was approved by the City Administrator on August 23, 2013 and is recorded in the Office of the Chaffee County Recorder at Reception No. 409772; and

WHEREAS, the landowner of Lot 1, Confluent Park Salida, LLC, has made an application to amend the Planned Development in accordance with the SMC, to allow development of Parcel VPA-5 in accordance with new land uses and development standards; and

WHEREAS, the City of Salida Planning Commission held a duly noticed public hearing on December 30, 2019 to review the proposed changes and made a recommendation that the City Council approve the proposed substantial modification of the Planned Development, with conditions, as it met the criteria stated in Section 16-7-150; 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 Vandaveer Ranch Planned Development District Overall Development Plan, Article 3, Section 3.01, the Planning Area Entitlements Chart be as follows:

Planning Area Entitlements Chart

Planning Areas	Zoning	Gross Area	Dwelling Units and commercial lodging units ¹	Non-residential² Development Square Footage
PROPOSED DEVELOPMENT	Corresponding Zone District	(Acres)	(up to and including)	(up to and including)
VPA-1	Vandaveer Neighborhood	63.4	400	25,000
VPA-2	Transitional Residential	15.6	130	30,000
VPA-3	Mixed Use Village	44.1	180 (includes commercial lodging units)	300,000
VPA-4	Mixed Use Village	21.7	125 (includes commercial lodging units)	100,000
VPA-5	R-3, RMU and C-1 per Article 10. Confluent Park ³	15	289 ³	125,000 ³
VPA-7	Open Space / Parks	18.0	0	2,500
VPA-8	Open Space / Parks	11.7	0	2,000
VPA-9	Open Space / Parks	2.1	0	500
Total		191.6	1,124	585,000

¹ This represents the total number of units but does not specify if they are single family, attached, or stacked units.

² Non-residential square footage includes employment centers, retail, commercial, educational centers, active and passive recreational uses requiring built facilities, commercial lodging, services, arts and cultural facilities, research and development

³ See Article Ten, Confluent Park Standards

Section Two

That the Vandaveer Ranch Planned Development District Overall Development Plan, Article 5, Section 5.06, Table of Dimensional Standards shall be as follows:

Dimensional Standard	Vandaveer Neighborhood	Transitional Residential	Mixed Use Village	Confluent Park
Minimum Lot Area	3,000 sq. ft. per unit for residential; 5,000 sq. ft. for non-residential	2,500 sq. ft.	None	See Article Ten. <u>Confluent Park Standards</u>
Minimum Lot Width	30'	25'	40'	
Minimum Setback	18' on one side, 5' on all other sides	None ¹	None ¹	
Maximum Impervious Coverage	60%	80%	80%	
Maximum Height-single family	35'	35'	35'	
Maximum Height-multi-family, non-residential and mixed use	40', no more than 3 stories	40', no more than 3 stories	40', no more than 3 stories	
Maximum Height-accessory buildings	25'	25'	25'	

¹No minimum setbacks from lot lines so long as building code requirements regarding minimum separation between structures are met and required parking is provided off-street

Section Three

Exhibit B Zone Districts Map of the Vandaveer Ranch Development District Overall Development Plan shall be amended as shown in Exhibit A attached hereto.

Section Four

Article Ten: Pinto Barn Parcel Standards of the Vandaveer Ranch Development District Overall Development Plan shall be replaced with new Article Ten: Confluent Park Standards attached hereto as Exhibit B and as amended below.

Section Five

The Confluent Park Planned Development Amendment shall be subject to the following conditions:

1. Revise the Development Plan Narrative as shown in Exhibit C, Staff Recommendation lines D.1-5; D.9-13; and C.2-4. The PD Site Plan shall include trail easements described under Staff Recommendation lines B.2-3. Changes shall be made prior to recording amended development plan.

2. Lot 1 shall be legally restricted for up to 60 affordable rental apartments for households at 60% or less of the Area Median Income (AMI) for Chaffee County as defined by the Colorado Housing Finance Authority (CHFA). Per Section 16-13-30(d), each unit at 60% AMI counts as two units in meeting the project's affordable housing requirement.

3. Upon issuance of a building permit for Lot 1 in conformance with the above requirements, credit for affordable units greater than 37 (289 units X 12.5%) may be used to meet the affordable housing requirements for residential development within the Angel View Minor Subdivision recorded at Reception No. 428085. If this equals 100% or greater of the required affordable housing for the build-out of Angel View, the project will be afforded additional density only for R-3 as defined by Section 16-13-50. These provisions shall be approved as part of a development agreement for the Angel View site.

If residential building permits are issued within Angel View or Confluent Park prior to issuance of building permits within Lot 1, then developer shall submit the inclusionary housing in-lieu fee for said units, to be held in escrow until construction begins on Lot 1.

4. Dedicate to the City Lot 39 for a public park to be constructed, owned and maintained by the City of Salida.

5. Open space in lieu fees shall be collected for residential development within development area CPR only.

6. Public trail easements shall be provided and the developer shall construct eight foot (8') concrete sidewalks within the easements as called for at the following locations and widths:

- a. Provide ten foot (10') easement only between the 6906 LLC project through Lot 1 to the Park site as shown;
- b. Ten foot (10') easement on the east side of Lot 38 to connect the park with Chase Street and construct sidewalk;
- c. Ten foot (10') easement between Lots 6 and 7 as shown and construct sidewalk;
- d. Ten foot (10') easement along entire frontage of Highway 50 and construct sidewalk; and
- e. Twenty foot (20') easement on north side of Lot 12 and construct sidewalk.

7. The City of Salida will accept maintenance of the Highway 50 trail after its construction per condition 6.d above.

8. Provide redundancy in the water supply system and a second point of connection by extending the water main up Scott Street and along Illinois Street to a point of connection in Oak Street. This will include the installation of a pressure reducing vault built in accordance with City standards. These improvements are to be installed and accepted prior to issuing any Certificate of Occupancy or within three years of approval of minor subdivision, whichever occurs first.

9. The construction of Cleora Road and Confluent Drive shall be the first phase of road construction and shall be complete and accepted prior to issuing any Certificates of Occupancy within the project.

10. Developer shall construct one-half of the street improvements (curb, gutter, sidewalk and paving) for Trenton Street.

11. The Fair Contribution for Public School Sites in-lieu fee shall be provided in accordance with Section 16-6-140 of the Salida Municipal Code in an amount in effect at the time of issuance of a building permit (currently \$444.66).

12. The maximum number of units within each development parcel shall be:

CPR	68
CPMF	103
Lot 1 LIHTC	60
<u>CPC</u>	<u>58</u>
	289

13. Up to eight (8) short term rental licenses will be permitted in the development subject to the conditions that they are not allowed in apartment buildings; and no two licenses will be issued next door or directly across the street from each other. All requirements of Chapter 6, Article VI. Short Term Business License shall apply.

14. The Development Plan shall consist exclusively of the Narrative and Planned Development Site Plan, as modified herein and subject to the approved conditions. Chapter 16. Land Use and Development of the Salida Municipal Code shall apply unless specifically amended by the Confluent Park Development Plan.

15. The public process changes identified in Exhibit 1, line D.11 will be approved if the Planning Commission approves specific design standards and guidelines, and are incorporated into the Confluent Park Development Plan through the insubstantial amendment process. If no additional design standards and guidelines are adopted, the processes of Table 16-D shall apply with the additional design requirements:

- a. Buildings adjacent to Highway 50 shall meet the Architectural Standards contained in Section 16-5-60. Highway 50 Corridor Overlay.
- b. Identical or mirrored layouts shall not be allowed for more than two adjacent lots (including across a street).
- c. Roof mounted mechanical equipment shall not be visible from public rights-of-way, including Highway 50.
- d. Standards to avoid architectural monotony described in Section 16-6-120(11) shall be met.
- e. Provide a diversity in architectural elements such as roof types and pitches; colors and exterior materials.

Section Six

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 Seven

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

INTRODUCED ON FIRST READING, on January 7, 2020, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the City of Salida by the City Council on the ____ day of _____, 2020 and set for second reading and public hearing on the 21st day of January, 2020.

INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED PUBLISHED IN FULL, OR BY TITLE ONLY by the City Council on the 21st day of January, 2020.

CITY OF SALIDA, COLORADO

P.T. Wood, Mayor

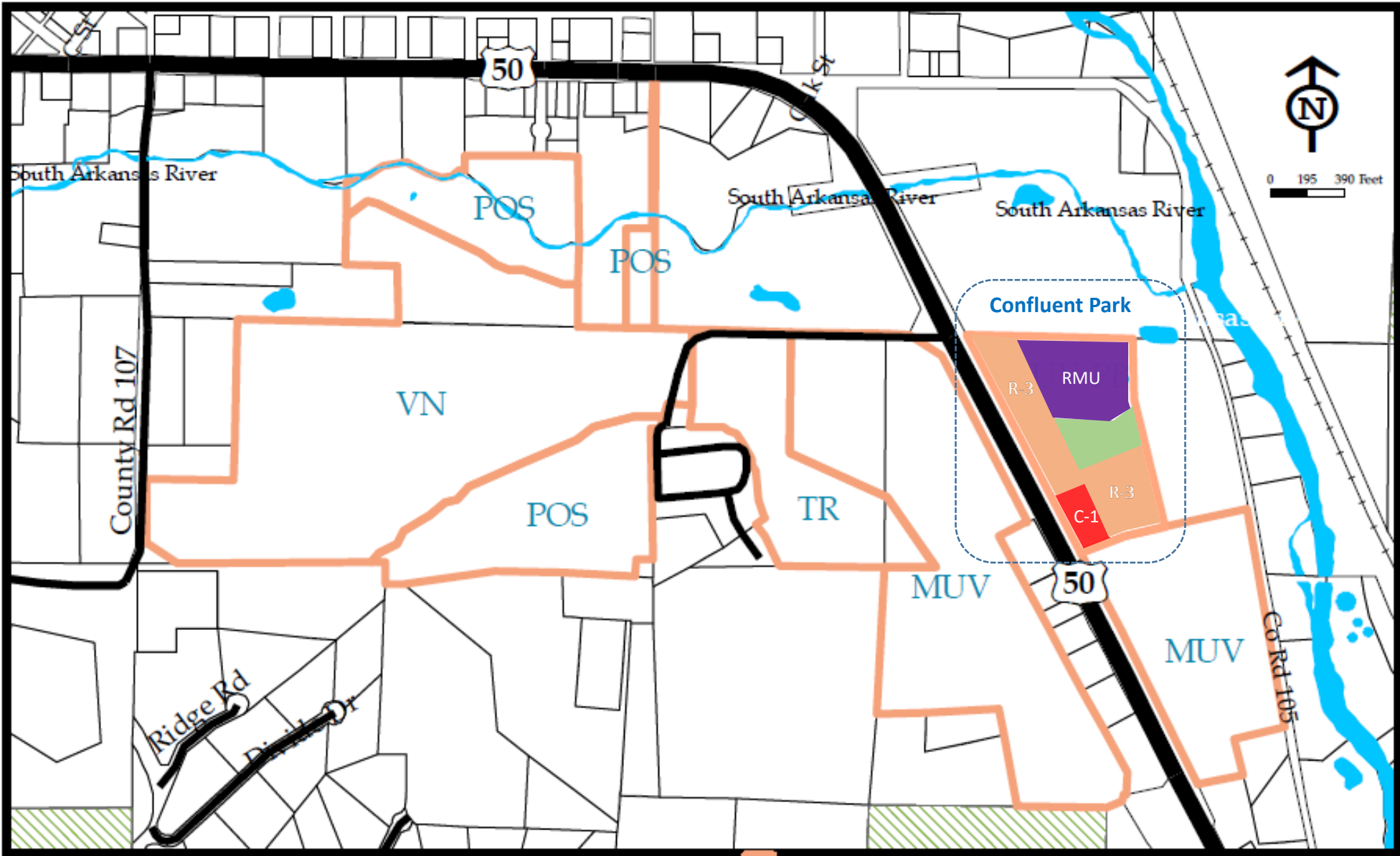
[SEAL]

ATTEST:

City Clerk/Deputy Clerk

PUBLISHED IN FULL in the Mountain Mail after First Reading on the ____ day of _____, 2020, and BY TITLE ONLY, after final adoption on the ____ day of _____, 2020.

City Clerk/Deputy City Clerk



Vandaveer Ranch Planned Development District
2011 Amendment to the Overall Development Plan
City of Salida, Colorado

Exhibit B Zone Districts Map

- Mixed Use Village
- Parks/Open Space
- Transitional Residential
- Vandaveer Neighborhood

January 2020

DECEMBER 18, 2019



Exhibit B of Ordinance 2020-01

CONFLUENT PARK

PLANNED DEVELOPMENT AMENDMENT NARRATIVE



Contents

1	Executive Summary	1
2	Current Entitlement – Pinto Barn Planned Development.....	4
3	Confluent Park PD Amendment Narrative	6
3.1	Dimensional Standards	7
3.2	Use Standards.....	10
3.3	Open Space/Trails	13
3.4	Transportation Design.....	14
3.4.1	Internal Street Layout	15
3.5	Street Section	15
3.6	Highway 50 and Vandaveer Ranch Road Intersection & Traffic Analysis	16
3.7	Utility Design	20
3.8	Stormwater Management.....	20
3.9	Parking Standards.....	20
3.10	Illumination Standards	20
3.11	Sign Standards	21
3.12	Flood Control	21
3.13	Setback Details	21
3.14	Inclusionary Housing	21
3.15	Architectural Standards.....	21
3.16	Reimbursement Agreement Items	22
	Appendix A – Low Income Housing Tax Credit Policy Brief	1
	Appendix B – Confluent Park PD Plan.....	2

1 EXECUTIVE SUMMARY

Confluent Park is a 15.87-acre parcel on Vandaveer Ranch owned by Confluent Park, LLC. The parcel is currently in the VPA-5 Overall Development Plan District and the MUV-PB PD zone of the 2011 Amendment to the Overall Development Plan for Vandaveer Ranch known as the Mixed-Use Village Pinto Barn Zone.

The Parcel is bounded by the Two Rivers Southside development on the north, U.S. Highway 50 East on the West, Vandaveer Ranch Road on the South and an Un-incorporated land parcels on the East between the subject parcel and Old Stage Road (CR 105).



Figure 1 – Chaffee County Assessor’s Map, subject parcel in blue.

The goal of the neighborhood development is to provide a wide range of housing types and a diverse cost range of rental and purchase housing in an integrated neighborhood which is walkable with services in the pedestrian shed. This is accomplished by zoning, neighborhood planning, deed restrictions and site layout. Table 1 provides an overview of the housing type and housing cost diversity. The inclusion of Live-Work, Mixed Use and Commercial in the neighborhood provide opportunity for jobs and services within a walkable distance. Trail connectivity to Two Rivers South provides a viable walking and bicycle route to the City center employment and service areas. Table 1 also provides the maximum number of units that can be built in Confluent Park per the proposed density.

HOUSING TYPES	Lots	Units (max)	% of Total Units	Affordability
Single Family thru Fiveplex (CPR)	26	68	24%	less affordable
Apartment/Townhome/Condo (CPMF)	8	103	36%	more affordable
Units over Commercial (CPC)	3	58	20%	more affordable
Low-Income Apartment 60% AMI (CPMF)	1	60	21%	60% AMI
Total	38	289		

Table 1 – Housing Types and Cost Diversity (maximum possible residential units)

The PD plan includes the following:

- **Lot 1, zoned in the PD Zoning Overlay Amendment as CPMF (Confluent Park Multi-Family/Mixed Use) shall be designated for development of 50+ rental units deed restricted to 60% or less AMI for 30 years through the use of Low-Income Housing Tax Credits (LIHTC).** See Appendix A for details on LIHTC development. At 6.25%, 50 units meet the inclusionary zoning requirement for the next 700 market rate units.
 - The inclusionary zoning credits from the LIHTC shall be applied to market rate units built or marketed by Harder-Diesslin Development within the City Limits of Salida.
 - A four lot Minor Subdivision will be required as in interim step to facilitate the transfer of title to the LIHTC developer in the timeframe necessary to obtain the Tax Credit Financing. This is an opportunity for the City to obtain 50+ low income rental units. The lots in the Minor Subdivision would be Plat restricted from obtaining a building permit until the Major Subdivision is approved and the necessary public and private infrastructure is installed.
- **Lots 2, 3 & 4 (21,937 – 26,829 square feet) are zoned in the PD Zoning Overlay Amendment as CPC (Confluent Park Commercial/Mixed Use).**
 - These lots allow commercial, mixed use, and residential development. This includes the possibility of residential units above ground floor commercial.
- **Lots 5-12 (21,937 – 23,888 square feet) are zoned in the PD Overlay Amendment as CPMF (Confluent Park Multi-Family/Mixed Use).**
 - These lots are dimensioned and designed to facilitate a variety of site plans for multi-family rental, townhomes, and/or condominiums.
- **Lots 13-38 (5,200-9,927 square feet) are zoned in the PD Overlay Amendment as CPR (Confluent Park Residential).**
 - Lots are primarily intended for single family or attached duplex units.

- Lots 13 and 24 are large enough to support a 5 unit Townhome, Condo or Multi-Family rental units. Units could front Cleora Drive, alley access for on lot parking.
- **Lot 39 (53,986 square feet = 1.26 acres) is zoned CPP (Confluent Park Public Park)**
 - The Vandaveer Ranch PD transferred all open space requirements to the west side of highway 50 in the public park area. However, a neighborhood park is beneficial, and this one will complement the river access provided in Two Rivers. The park proposed here will be dedicated to the City and maintained by the City.
 - The developer will provide a smooth graded area, with water, sewer, and electric utility services. No system development fees shall be charged for water and sewer services to the park.
 - Per the city's request, a 10' trail easement is provided from the park to the approved pedestrian connection point on the 6906, LLC, property, and to the trail easement along Highway 50.
- **8 short term rental licenses** shall be given to the developer to assign to market rate units in Confluent Park.

2 CURRENT ENTITLEMENT – PINTO BARN PLANNED DEVELOPMENT

The “Mixed-Use Village – Pinto Barn Planned Development” (MUV-PB PD) currently in place was adopted by Ordinance 16 of 2011.

The PD consists of a Planning Area Entitlements Chart showing the subject property in the VPA-5 with a zoning designation of Mixed-Use Pinto Barn Village as shown in Figure 1. The PD entitles the property for 25,000 square feet of Dwelling Units and Commercial lodging units and 150,000 square feet of Non-residential development square footage.

Pinto Barn Accessory Uses specified are:

- Dormitories with common dining facilities
- Multi-family buildings that are ancillary to and affiliated in ownership with education or employment centers within the Pinto Barn parcel.
- Single-family residences that are ancillary to and affiliated in ownership with education or employment centers within the Pinto Barn parcel.

Pinto Barn Parking Requirements:

- Within the Pinto Barn Parcel, on-street parking spaces may be used to satisfy up to 50% of the total parking requirement associated with the development of the parcel; provided, however that such on street parking spaces shall count towards no more than 50% of the total parking requirement associated with the final development plan for each phase.
- Loading and unloading facilities within the Pinto Barn Parcel may be located directly off a dedicated street if the facilities are not visible from Highway 50.
- One Parking space will be required for each 1,000 square feet of industrial use within the Pinto Barn parcel.
- Except as provided herein, parking within the Pinto Barn Parcel shall comply with Salida Municipal Code Standards.

It is not clear by the 2011 PD Pinto Barn Amendment or the 2006 Vandaveer Ranch PD what dimensional standards apply to the property. Table 2 shows existing Pinto Barn entitlement. Table 3 is an amendment to Table 2. Further amendments in this document reference the City of Salida Municipal Code.

Table 2 implies that the Pinto Barn PD has entitlement for 115 dwelling units (subtracting VPA 1 through 4 dwelling units from the total of 950 gives 115 dwelling units for VPA-5). Table 3 amends this up to 289 dwelling units (maximum) for Confluent Park, increasing the total entitlement for Vandaveer Ranch to 1,124 units. This is an increase of 174 units.

Table 2 – Existing Pinto Barn Planning Area Entitlements Chart

Planning Area Entitlements Chart Pinto Barn				
Planning Areas	Zoning	Gross Area	Dwelling Units and Commercial Lodging Units*	Non-residential Development Square Footage **
Proposed Development	Corresponding Zone District	(Acres)	(Up to and Including)	(Up to and Including)
VPA-1	Vandaveer Neighborhood	63.4	400	25,000
VPA-2	Transitional Residential	15.6	130	30,000
VPA-3	Mixed Use Village	44.1	180 [includes commercial lodging units]	300,000
VPA-4	Mixed Use Village	21.7	125 [includes commercial lodging units]	100,000
VPA-5	Mixed Use Pinto Barn	15.87	25,000 s.f. for residential units ***	150,000
VPA-7	Open Space/Parks	18	0	2,500
VPA-8	Open Space/Parks	11.7	0	2,000
VPA-9	Open Space/Parks	2.1	0	500
Total		191.6	950 units	610,000

Table 3 - New Confluent Park Planning Area Entitlements Chart

Planning Area Entitlements Chart Confluent Park				
Planning Areas	Zoning	Gross Area	Dwelling Units and Commercial Lodging Units*	Non-residential Development Square Footage **
Proposed Development	Corresponding Zone District	(Acres)	(Up to and Including)	(Up to and Including)
VPA-1	Vandaveer Neighborhood	63.4	400	25,000
VPA-2	Transitional Residential	15.6	130	30,000
VPA-3	Mixed Use Village	44.1	180 [includes commercial lodging units]	300,000
VPA-4	Mixed Use Village	21.7	125 [includes commercial lodging units]	
VPA-5	Confluent Park	15.87	289 Dwelling Units ***	125,000 ****
VPA-7	Open Space/Parks	18	0	2,500
VPA-8	Open Space/Parks	11.7	0	2,000
VPA-9	Open Space/Parks	2.1	0	500
Total		191.6	1,124	610,000

* This represents the total number of units but does not specify if they are single family, attached or stacked units.

** Non-residential square footage includes employment centers, retail, commercial, commercial lodging, research and development, services and educational

*** Includes single family, attached, multi-family, stacked units, townhomes and condominiums.

**** Includes all non-residential uses in CPC and CPMF zones

3 CONFLUENT PARK PD AMENDMENT NARRATIVE

Four zones are proposed within Confluent Park (See Figure 2, and attached PD Plan):

- Confluent Park Residential (CPR), which closely resembles R-4 dimensional standards with RMU uses,
- Confluent Park Commercial (CPC), which closely resembles C-1,
- Confluent Park Multi-Family/Mixed Use (CPMF) which closely resembles R-4 dimensional standards with RMU uses, and
- Confluent Park Public Park (CPP).

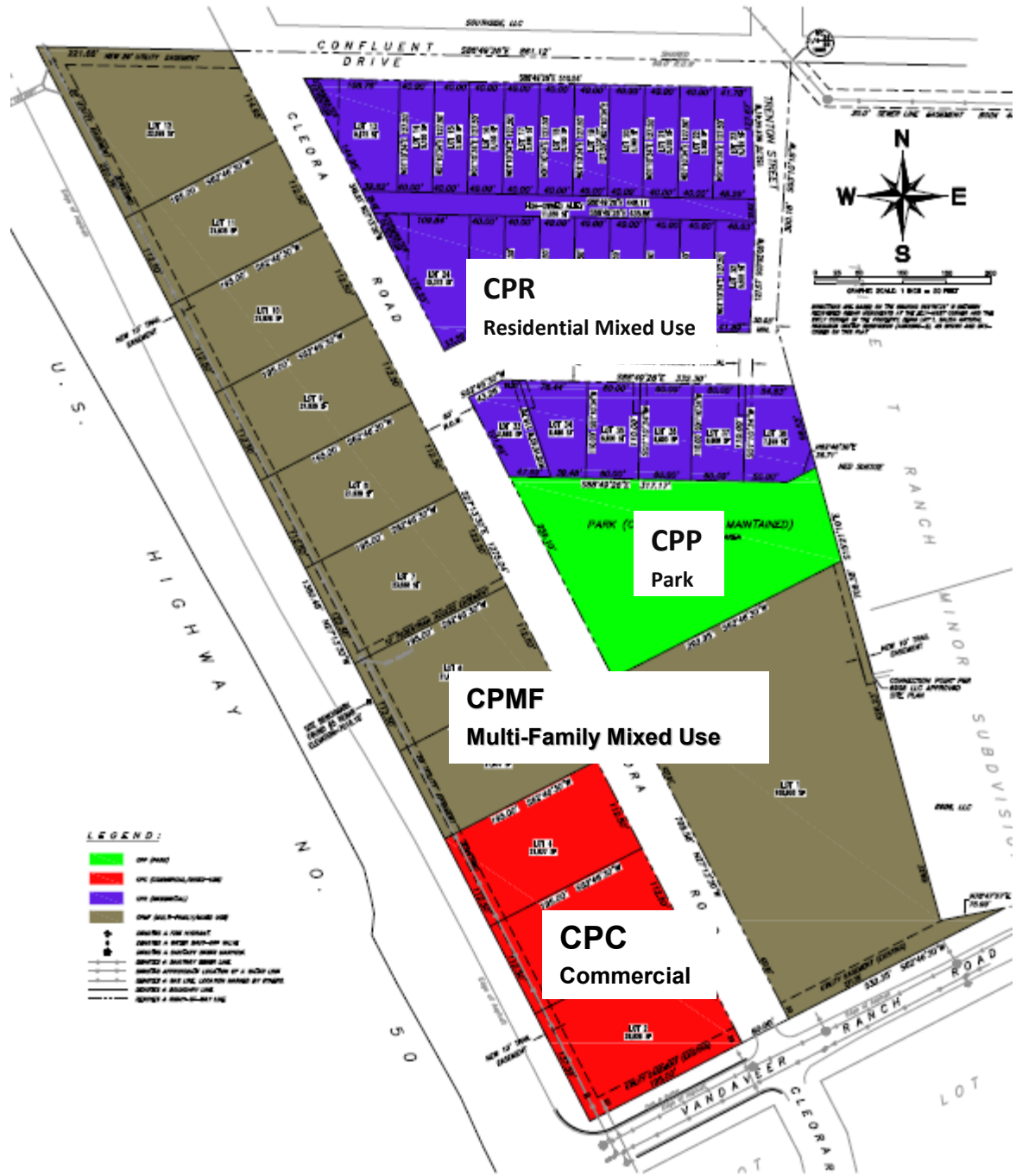


Figure 2 - Confluent Park Planned Development Zones Map

3.1 DIMENSIONAL STANDARDS

CPR and CPMF dimensional standards varying from the standard city zone of R4 are shown in green text. The most substantial change for the CPMF zone is to the density, going from 2100 lot square feet per dwelling unit to 1800 to accommodate smaller, more affordable units. The primary goal of this change in

density is to lower the cost of rent and purchase of units in this development. The secondary goal is to provide enough residents within walking distance to promote small businesses in the neighborhood. Front setback is also reduced from 20' to 12' to accommodate density.

Density in the CPR zone is lowered to 1750 lot square feet per dwelling unit in order to incorporate a neighborhood that has potential to be truly mixed-use, with single family, duplex, townhome, accessory dwelling units (ADU's), and limited commercial possibilities on the same street.

High residential density will be desirable and livable in this neighborhood because every resident will be within a 1 block walk of the park.

CPC dimensional standards conform to C1 with variations shown in **green text**. Density is adjusted to 1200 lot square feet per unit if the ground floor contains at least 50% commercial. If CPC lots are built out with less than 50% of the ground floor being commercial, density shall be 1800 lot square feet per unit.

TABLE 16-F Schedule of Dimensional Standards (for comparison)			Confluent Park PD		
Dimensional Standard	C-1	R-4	CPR Residential	CPC Commercial	CPMF Multi-Family
Min. lot size (sq. ft.)	5,625 5,063 ⁶ 3,750 ⁷	4,000 3,600 ⁶	4000	4,000	3600
Density (Lot s.f./Min. lot area per dwelling unit)	2,800 2,450 ⁶	2,400 2,100 ⁶	1,750	1800, or 1200 if ground floor 50% commercial	1,100
Min lot size (sq. ft.) - attached units	2,800 2,520 ⁶	2,400 2,160 ⁶	2,160	2520	2,160
Min. lot frontage	37' – 6" 25 ft ⁷	37' – 6" 25 ft ⁷	25	25	25
Min. lot frontage – attached units	20'	15'	15	15	15'
Max. lot coverage: structures (additive coverage total for structures and uncovered parking cannot exceed 90% except in C-2)	60% 66% ⁶	45% 50% ⁶	60%	66%	60%
Max. lot coverage: uncovered parking/access (additive coverage total for structures and uncovered parking cannot exceed 90% except in C-2)*****	60%	25%	25%	60%	25%
Min. landscape area	10%	30%	30%	10%	20%
Min. setback from side lot line for a primary bldg.	5 ft ²	5'	5'	5 ft ²	5'
Min. setback from side lot line for a detached accessory bldg.	3'	3'	3'	3'	3'
Min. setback from rear lot line: principal bldg.	5 ft ²	15'	15'	5 ft ²	15'
Min. setback from rear lot line: accessory bldg.	5'	5'	5'	5'	5'
Min. setback from front lot line ⁴	10'	15'	15'	10'	15'
Max. building height for a primary bldg.	35'	35'	35'	35'	35'
Max. building height for a detached accessory bldg.	25'	25'	30'	30'	30'
Notes:					
1 If a property does not utilize the zero setback allowance, the minimum landscape area shall be ten percent (10%).					
2 If the property adjoins a residential zone district, setbacks on the side and rear lot line shall be the same as those in the residential zone.					
3 Existing structures are not required to meet off-street parking requirements. New structures and additions shall meet off-street parking requirements.					
4 A covered porch may encroach into the front yard setback by twenty-five percent (25%).					
5 If a front-loaded garage is set back at least ten (10) feet behind the primary street-facing building façade, the lot coverage between the garage entrance and the primary, street-facing building façade shall not be included in the calculation of lot coverage for uncovered parking/access.					
6 Standards for inclusionary housing development per Section 16-13-50.					
7 15% of the single-family lots within an inclusionary housing development may be 25 feet X 150 feet.					

Confluent Park PD Dimensional Standards

3.2 USE STANDARDS

Uses in CPR default to RMU, to encourage small neighborhood businesses. Specific reasons for each additional entitlement are given in the table. Uses in CPC default to C1, except where restrictions are proposed to prevent businesses not compatible with neighborhood scale (car dealership, etc.).

TABLE 16-D Schedule of Uses (for comparison only)			Confluent Park PD				
N = Not Permitted P = Permitted AC = Administrative Conditional Use C = Conditional Use AR = Administrative Review LR = Limited Impact Review	RMU	C-1	CPR Residential (Based on RMU)	CPMF Multi-Family (Based on RMU)	CPC Commercial (Based on C-1)	Standards ¹	Explanation
Accessory buildings and structures.	P	P	P	P	P		
Multiple principal structures	LR	LR	LR	P	P	Sec. 16-4-190(b)	Enable dense multi-family construction in a variety of configurations to add interest to the streetscape.
Accessory dwelling units	AR	AR	AR	AR	AR	Sec. 16-4-190(c)	
Duplex dwelling units	P	LR ³	P	P	P		
Residential (3 - 4 units)	AR	AR ³	P	P	P		Streamline process/reduce risk for a small developer.
Residential (5 - 19 units)	LR	LR ³	LR	AR	AR		Reduce the schedule for multi-family projects while ensuring appropriate level of code review by city staff. Additional Architectural standards per PD apply.
Residential (20 or more units)	MR	MR ³	MR	AR	AR		Reduce the schedule for multi-family projects while ensuring appropriate level of code review by city staff. Additional Architectural standards per PD apply.
Single-family dwelling units	AR	AR ³	AR	AR ³	AR ³		
Single Mobile Home	N	N	N	N	N		
Medical marijuana cultivation—patient or primary	P	P	P	P	P	Sec. 16-4-190(j)	
Medical marijuana cultivation—patient or primary	N	LR	N	N	LR	Sec. 16-4-190(j)	
Mobile home parks	N	N	N	N	N	Sec. 16-4-190(d)	
One or more dwelling units on the same site as a commercial or industrial use	AR	LR	AR	P	P		Enable mixed-use.
Recreational vehicles – long term occupancy	N	AR	N	N	AR	Sec. 16-4-190(i)	
Recreational vehicle parks	N	LR	N	N	LR	Sec. 16-4-190(e)	
Rooming or boarding houses ²	LR ³	LR ³	LR ³	LR ³	LR ³		

Residential Business Uses	RMU	C-1	CPR Residential (Based on RMU)	CPMF Multi- Family (Based on RMU)	CPC Commercial (Based on C-1)	Standards¹	Explanation
Bed and breakfast inns	P	P	P	P	P		
Short-term Rental Units	P	P	P	P	P	Sec. 16-4-190(q)	
	RMU	C-1	RMU	RMU	C-1		
Day care, adult	LR	AR	LR	LR	AR	Sec. 16-4-190(f)	
Day care, small	AC	AC	P	P	P	Sec. 16-4-190(f)	Needed in the community, enable mixed-use. Also regulated by the state.
Day care, large	C	AC	P	P	P	Sec. 16-4-190(f)	Needed in the community, enable mixed-use. Also regulated by the state.
Home occupations	P	P	P	P	P	Sec. 16-4-190(g)	
Home Businesses	AR	P	P	P	P	Sec. 16-4-190(g)	Enable mixed-use.
Public/Institutional Uses	RMU	C-1	CPR Residential (Based on RMU)	CPMF Multi- Family (Based on RMU)	CPC Commercial (Based on C-1)	Standards¹	Explanation
Bus Stations	N	LR	N	N	LR		
Churches, parish homes and religious education buildings	AR	AR	AR	AR	AR		
Clubs operated by and for their members	LR	P	LR	LR	P		
Community buildings	LR	AR	LR	LR	AR		
Government administrative facilities and services	LR	AR	LR	LR	AR		
Group homes	C	C	C	C	C		
Hospitals	MR	MR	MR	MR	MR		
Nursing homes	MR	MR	MR	MR	MR		
Parks	AR	AR	AR	AR	AR		
Public parking facilities	LR	LR	LR	LR	LR		
Recreation facilities	AR	AR	AR	AR	AR		
Schools	LR	LR	LR	LR	LR		

Commercial, Personal Service and Office Uses	RMU	C-1	CPR Residential (Based on RMU)	CPMF Multi-Family (Based on RMU)	CPC Commercial (Based on C-1)	Standards¹	Explanation
Commercial lodging	LR	AR	LR	LR	AR		
Commercial parking lots and garages	LR	LR	LR	LR	LR		
Downtown Street Patio	N	N	N	N	N	Sec.16-4-190 (r)	
Drive-in facilities	N	LR	N	N	LR	Sec.16-4-190(l)	
Drive-in food or beverage facilities	N	LR	N	N	LR	Sec.16-4-190(l)	
Outdoor amusement establishment	N	LR	N	N	LR		
Eating and drinking establishments	P	P	P	P	P		
Medical marijuana centers	N	AR	N	N	AR	Sec. 16-4-190(k)	
Retail marijuana store	N	AR	N	N	AR	Sec. 16-4-190(k)	
Marijuana cultivation facilities	N	LR	N	N	LR	Sec. 16-4-190(p)	
Professional offices	P	P	P	P	P		
Campground	N	MR	N	N	MR		
Retail sales and rental establishments	P	P	P	P	P	Sec. 16-4-190(m)	
Temporary commercial activities	LR	AR	P	P	P	Sec. 16-4-190(n)	Possibilities include a food truck at the neighborhood park, or an artist having a public exhibition in their front yard.
General Services	RMU	C-1	CPR Residential (Based on RMU)	CPMF Multi-Family (Based on RMU)	CPC Commercial (Based on C-1)	Standards¹	Explanation
Automobile sales, service and repairs	N	P	N	N	N		Would disrupt neighborhood design.
Gasoline service stations and car washes	N	AR	N	N	AR		
Mobile home and recreational vehicle sales and services	N	P	N	N	N		Would disrupt neighborhood design.
Veterinary clinics	N	LR	N	N	LR		

Industrial Uses	RMU	C-1	CPR Residential (Based on RMU)	CPMF Multi- Family (Based on RMU)	CPC Commercial (Based on C-1)	Standards ¹	Explanation
Light industrial	LR	AR	LR	N	AR		Avoid potential nuisance to neighbors in multi-family scenario.
Heavy industrial	N	MR	N	N	N		Would disrupt neighborhood design.
Marijuana infused products manufacturing operation	N	N	N	N	N		
Medical marijuana optional premises cultivation operation	N	N	N	N	N		
Communication facility	N	MR	N	N	MR	Sec. 16-4-190(o)	
Storage yards	N	LR	N	N	N		
Warehouses, enclosed storage and truck terminals	N	LR	N	N	N		
Wholesale businesses	N	LR	N	N	LR		
Bulk fuel storage facilities and wholesale sales of fuels	N	N	N	N	N		
Junkyards, salvage yards or automobile wrecking yards	N	N	N	N	N		
Notes: ¹ The standards referenced herein are in addition to all other applicable standards of this Land Use Code. ² Provided that State Health Code space and sanitation requirements are met. ³ An existing dwelling can be modified or rebuilt as a matter of right provided it is in conformance with the dimensional standards of Table 16-F. * The allowed use is conditional in the SH 291 Corridor Overlay (291 CO). Refer to Section 16-5-50 regarding the SH 291 Corridor (291 CO) District.							

3.3 OPEN SPACE/TRAILS

Note that the original Vandaveer Ranch PD does not require any open space dedication or fee in lieu.

A city-owned and maintained public park of 53,986 square feet (1.26 acres) is included in the PD plan. This park will complement the South Arkansas River access in Two Rivers by providing a traditional neighborhood park for the developing southeast part of Salida.

An 8' trail easement will be provided along the entire west boundary of the property to match the 8' trail easement approved for Two Rivers South.

A 10' trail easement is provided along the east edge of Lot 1, from the park to the connection point required by the City on the approved 6906, LLC, site plan.

All CPR units will pay an open space fee. All other units will not pay an open space fee because their open space is addressed by the park and trail dedications.

3.4 TRANSPORTATION DESIGN

Cleora Road will extend from the Forest Service building to the south side of the Two Rivers South. Confluent Drive will connect Cleora Road to Old Stage Road (as approved by the City, Two Rivers South plat not yet recorded at the time of this report). Right of way designated on the east side of the property will allow a future 4-way intersection with Confluence Road, and the east end of Southside Loop. The north end of Confluent Park features a traditional block structure, offering excellent connectivity for all modes of transportation when the parcel to the east develops in the future. See Figure 3, below.

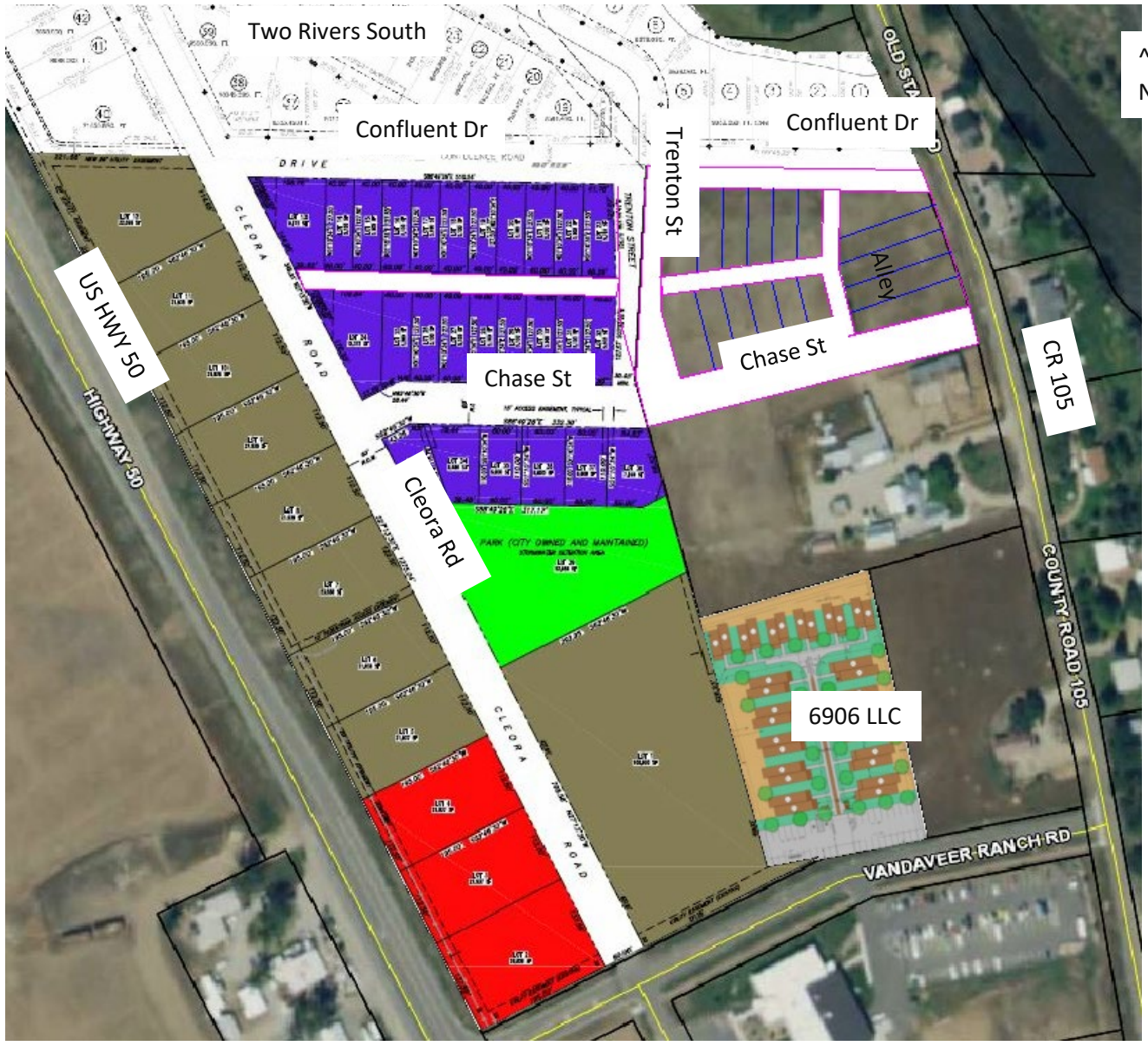


Figure 3. Connectivity Plan, depicting Two Rivers South (approved subdivision, not yet filed), 6906 LLC (site plan approved), and potential extension of street and alley grid to County Road 105. Not to scale.

3.4.1 INTERNAL STREET LAYOUT

Cleora Road will have all way stops at Confluence Drive and Chase Street. In addition, a colored stamped concrete crosswalk will be installed across Cleora Road at the park to provide a visual cue to drivers to slow down.

3.5 STREET SECTION

Cleora Road, Confluent Drive, and Chase Street will have water and sewer mains per City standards. Cleora Road and Confluent Road will be the City’s standard street section, except that the clear distance between curbs will be 36 feet (rather than the standard 38). Chase Street will experience very little traffic, so the clear distance between curbs will be 34 feet. All full street rights of way are 60’ wide (standard).

All streets will have 18” curb and gutter, rather than the city’s standard 30”.

Trenton Street will be road base, minimum of 20’ wide. Since Trenton Street is not a primary street (no lots have frontage on Trenton Street), street improvements are not needed at this time. However, it does provide right of way for utilities, and future connectivity per Figure 3.

Proposed street line sections are shown in figures 4 and 5.

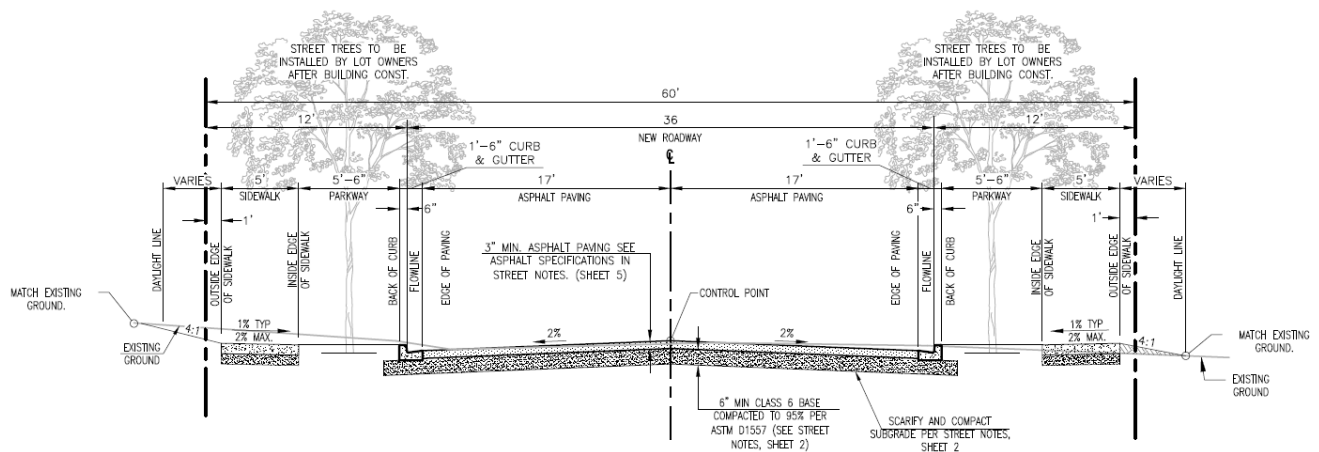


Figure 4 - Cleora Street and and Confluent Drive

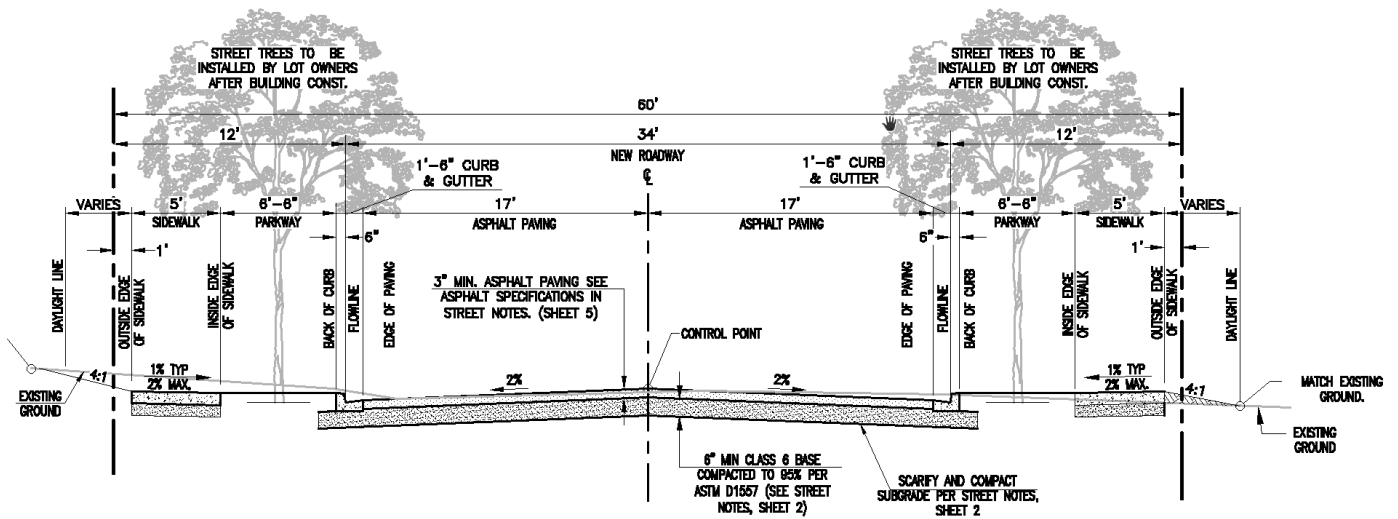


Figure 5 – Chase Street and Trenton Street (half)

3.6 HIGHWAY 50 AND VANDAVEER RANCH ROAD INTERSECTION & TRAFFIC ANALYSIS

The intersection of Vandaveer Ranch Road and US Highway 50 was designed in anticipation of the Pinto Barn and Natural Resource Center development in VPA-4 and VPA-5. A CDOT Access permit was issued March 3, 2013 Permit No. 512046 reception no. 407231 and 407232. The permit listed the following uses:

- 733- Salida Natural Resource Center 35,500 square feet
- Pinto Barn Campus 154,900 Square feet
- Pinto Barn-Apartments 8 Each
- Pinto Barn – Dormitories 40 Each

The required turn lanes for the permit were constructed on Highway 50 and are currently in place on the site to include the intersection of Vandaveer Ranch Road with the highway right of way.

The intersection has existing acceleration and deceleration lane as well as a left turn lane as shown below.

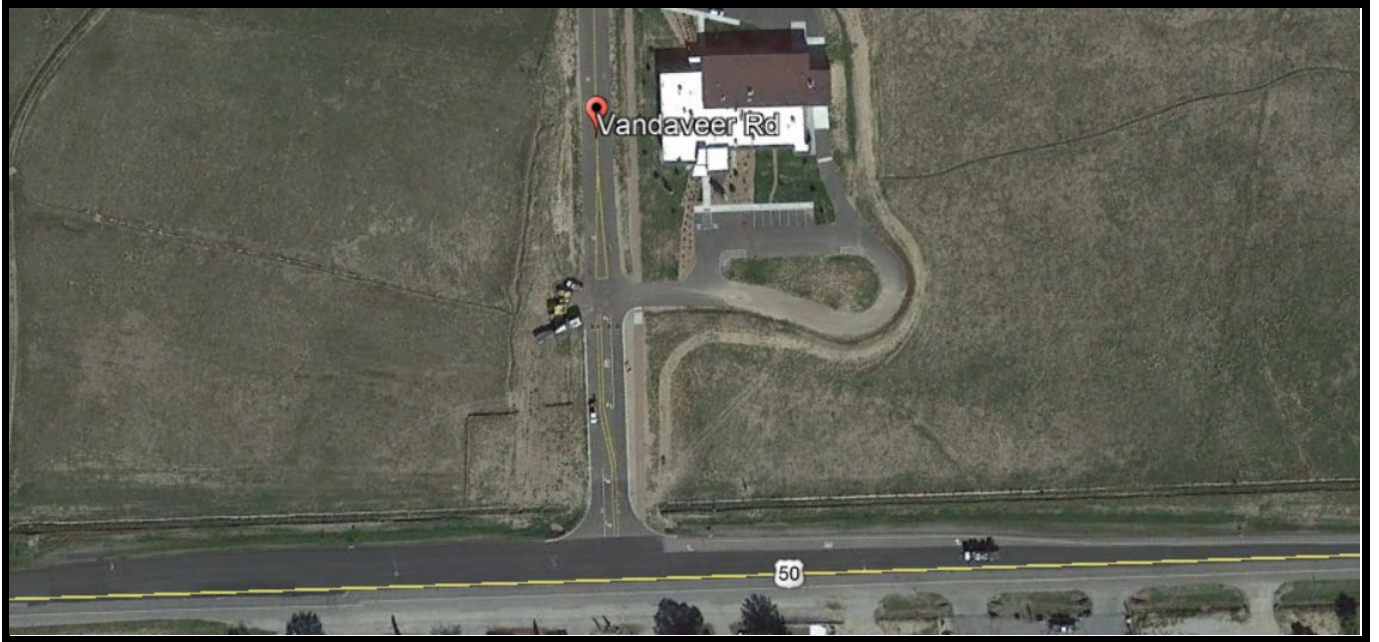


Figure 4-Vandaveer Ranch Road & Highway 50 Aerial View



Figure 5-Highway 50 looking North West at Vandaveer Ranch Road



Figure 6-Vandaveer Ranch Road looking East from Highway 50

A traffic study listing the details of the permit uses for Pinto Barn and the Natural Resource Center is provided in Figure 7.

PROJECT: VPA - 5 PINTO BARN (2011) & NATURAL RESOURCE CENTER																
Summary of Trip Generation																
Land Use	ITE Code	Intensity	Rate	Daily Trip Ends	AM Peak-Hour Trip Ends						PM Peak-Hour Trip Ends					
					Rate		In		Out		Rate		In		Out	
					Rate	Total	%	Trips	%	Trips	Rate	Total	%	Trips	%	Trips
PINTO BARN																
Apartments (Dormitories) *	220	48 DU	6.65	319	0.51	24	20%	5	80%	20	0.62	30	65%	19	35%	10
Condominiums/Townhouses	230	0 DU	5.81	0	0.44	0	17%	0	83%	0	0.52	0	67%	0	33%	0
Lodging (Hotel)	310	0 RM	8.17	0	0.56	0	61%	0	39%	0	0.59	0	53%	0	47%	0
Office (General)	710	0.0 GLA	11	0	1.55	0	88%	0	12%	0	1.49	0	17%	0	83%	0
Manufacturing **	140	100.0 GLA	3.82	382	0.73	73	88%	64	12%	9	0.73	73	17%	12	83%	61
Education (College) ***	540	49.9 GLA	27.5	1,372	2.99	149	88%	131	12%	18	2.54	127	17%	22	83%	105
Retail (Specialty) ****	814	5.0 GLA	44.3	222	6.84	34	48%	16	52%	18	2.71	14	44%	6	56%	8
Sub-Totals				2,295		281		217		64		243		59		184
NATURAL RESOURCE CENTER																
Government Office (Forest Service)	733	35.5 GLA	2.21	78	2.21	78	88%	69	12%	9	2.85	101	17%	17	83%	84
Sub-Totals				78		78		69		9		101		17		84
TOTALS				2,295		281		217		64		243		59		184
GLA = gross leasable area in KSF		* 2011 PD lists 950 dwelling Units (950-VPA1 400- VPA2 130-VPA 3 180-VPA4 125=115 units remaining for VPA-5														
DU = dwelling unit		** Assumed 100,000 s.f. of 154,900 non-residential to be manufacturing s.f. as it was primary function of site.														
RM = number of room		*** Assumed education size based on number of dormitory units and that some training would be vocational														
Source: ITE Trip Generation, 8th Edition		**** Assumed a show room and retail for visitors as PD mentions visitor content in PD														

Figure 7-PINTO BARN & NATURAL RESOURCE CENTER TRAFFIC ANALYSIS

A revised traffic analysis has been completed for the Confluent Park PD Amendment, including the Natural Resource Center and is shown in Figure 8.

PROJECT: VPAS CONFLUENT PARK (2019)																	
Summary of Trip Generation																	
Land Use	ITE Code	Intensity		Rate	Daily Trip Ends	AM Peak-Hour Trip Ends						PM Peak-Hour Trip Ends					
						In		Out		In		Out					
						Rate	Total	%	Trips	%	Trips	Rate	Total	%	Trips	%	Trips
Single Family Detached Housing *	210	26	DU	9.57	249	0.75	20	25%	5	75%	15	1.01	26	63%	17	37%	10
Apartments **	220	188	DU	6.65	1,250	0.51	96	20%	19	80%	77	0.62	117	65%	76	35%	41
Condominiums/Townhouses ***	230	75	DU	5.81	436	0.44	33	17%	6	83%	27	0.52	39	67%	26	33%	13
Lodging (Hotel)	310	0	RM	8.17	0	0.56	0	61%	0	39%	0	0.59	0	53%	0	47%	0
Office (General) ****	710	3.0	GLA	11	33	1.55	5	88%	4	12%	1	1.49	4	17%	1	83%	4
Retail (Specialty) ****	814	12.0	GLA	44.3	532	6.84	82	48%	39	52%	43	2.71	33	44%	14	56%	18
Sub-Totals					2,500		235		73		162		219		134		85
NATURAL RESOURCE CENTER																	
Government Office (Forest Service)	733	35.5	GLA	2.21	78	2.21	78	88%	69	12%	9	2.85	101	17%	17	83%	84
Sub-Totals					78		78		69		9		101		17		84
Total					2,578		314		142		171		320		151		169
GLA = gross leasable area in KSF		* Number of CP-R Lots															
DU = dwelling unit		** Includes 60 LISC units and 128 market rental units in CP-MF and CP-C (likely will not reach this total)															
RM = number of room		*** Includes condominium and Townhomes for sale in CP-MF and CP - C															
Source: ITE Trip Generation, 8th Edition		*** Ground floor retail and office in CF-C															

Figure 8-CONFLUENT PARK & NATURAL RESOURCE CENTER TRAFFIC ANALYSIS

Summary: The change in traffic volume from the Pinto Barn PD to the Confluent Park PD is only 12% and that assumes maximum buildout of the Confluent Park PD to full density. There is only a 12% increase in Average Daily Trips and a 12% increase in Peak Hour trips for the Confluent Park PD.

A copy of the CDOT permit has been provided to City Staff.

3.7 UTILITY DESIGN

Water mains per City of Salida standards shall be installed in Cleora Road, Confluent Drive, and Chase Street, but not Trenton Street. Trenton Street will have sewer main due to site topography and is too narrow to accommodate water main until additional right of way is dedicated. Confluent park water mains will connect to existing main in Vandaveer Ranch Road, and proposed water mains in Two Rivers South.

Sewer mains will be per City of Salida standards and will connect to the City sewer trunk line at the northeast corner of Confluent Park.

Electric, gas, and communication (all underground) will be served from alleys and access easements wherever possible in order to create separation between wet and dry utilities, and to keep equipment such as transformers and pedestals out of the streetscape and front yards.

In order to provide redundant water supply to Confluent Park, the developer will provide a water main loop from the north end of River Ridge's water main, north up Scott Street, and tie into existing city water main either in Scott Street or Highway 291 (Oak Street). This will include a PRV. This portion of water main shall be eligible for cost recovery, and must be constructed within three years of approval, or prior to the first certificate of occupancy for Confluent Park.

3.8 STORMWATER MANAGEMENT

Per 16-8-80(d), stormwater detention will be provided so that only historic runoff from the 25-year, 24-hour storm will be released off site. Roughly 20,000 cubic feet of stormwater detention will be provided by lowering the park 1 to 2 feet below street level. Stormwater will enter the park via curb inlet/culvert, and curb openings with sidewalk chases.

Additional stormwater detention will be provided in the form of tree trenches and/or infiltration galleries. Curb inlets will drain to perforated pipes which will infiltrate stormwater in the root zone of shrubs and trees between the curb and sidewalk.

In addition, curb bumpouts will be provided at the intersection of Confluent Drive and Trenton Street. Additional stormwater detention will be provided between the sidewalk and curb.

3.9 PARKING STANDARDS

Each lot shall be credited for the number of parking spaces along its street frontage. Parallel parking spaces shall be counted at 24' long, rounded to the nearest whole number for each lot. Any unusable lot frontage (driveway, 5' either side of fire hydrant, curb bumpout, etc.) shall not be counted in the calculation. Commercial uses of less than 1000 square feet shall be required no more than 2 spaces dedicated to the commercial use. Residential multi-family parking requirement shall be 1 space per unit.

3.10 ILLUMINATION STANDARDS

Street lights will be Greenshine Lumina solar lights, 1 per street intersection. They will be maintained by the HOA.

3.11 SIGN STANDARDS

CPR and CPMF maximum sign size shall be 15 square feet of sign per lot, illumination allowed. CPC shall meet C2 (downtown) standards per Salida Municipal Code.

Sign standards in each zone may also be subject to HOA regulations.

3.12 FLOOD CONTROL

Part of the Confluent Park property is within the 100-year floodplain of the South Arkansas River. A Conditional Letter of Map Revision (CLOMR) has been approved by FEMA, and the fill will be completed prior to infrastructure installation.

3.13 SETBACK DETAILS

Eaves, architectural projections, at-grade structures and covered porches

16-8-30(c) Covered porches which are unenclosed may encroach into the front yards setback by 50% in Confluent Park, instead of the standard 25%. For a 12' front setback, 50% is required to achieve a usable porch depth of 6'.

3.14 INCLUSIONARY HOUSING

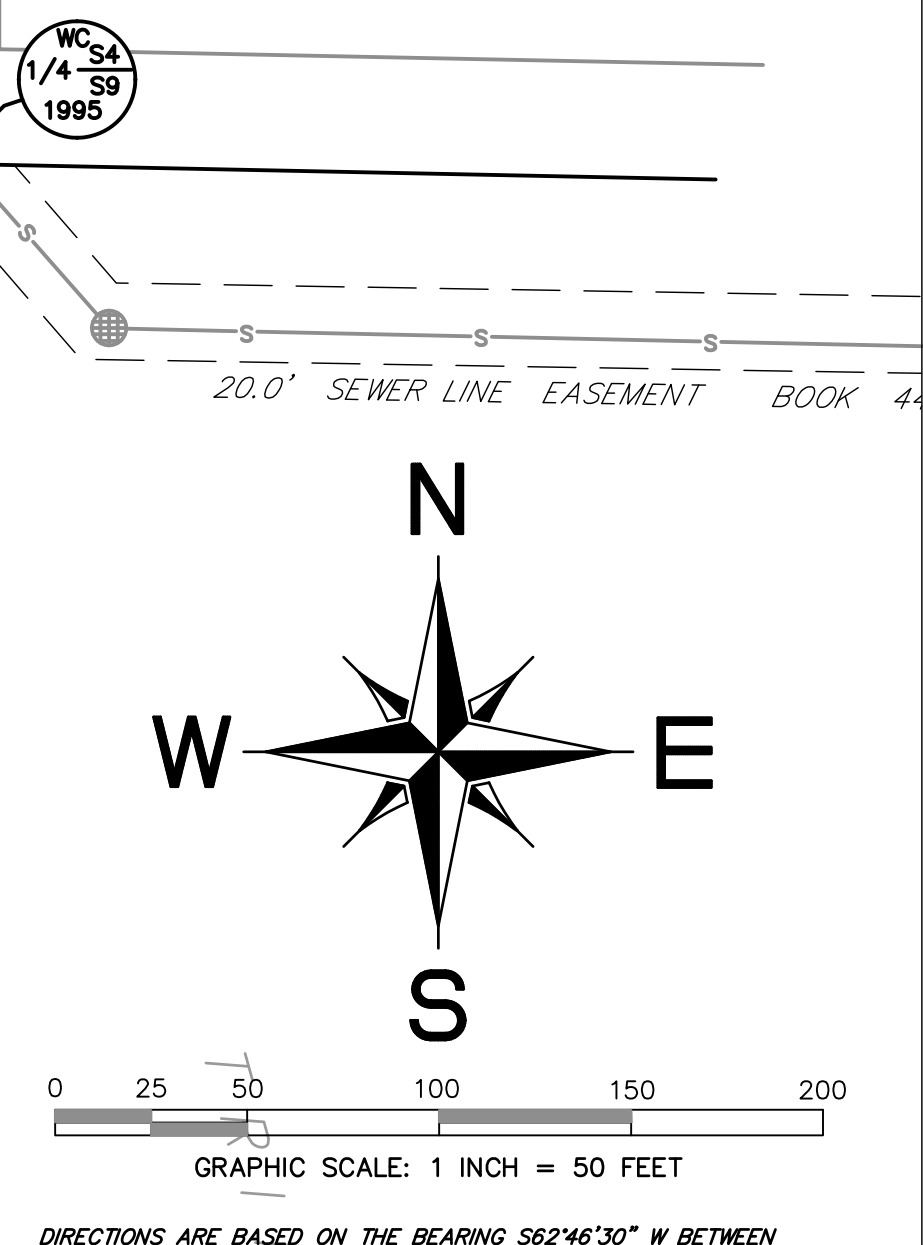
A 2.5-acre lot shall be designated for development of 50 or more rental units deed restricted to 60% or less AMI for 30 years using Low-Income Housing Tax Credits (LIHTC). At 6.25%, these 50 units meet the inclusionary zoning requirement for the next 700 units built by Harder-Diesslin Development within the City of Salida.

3.15 ARCHITECTURAL STANDARDS

Identical or mirrored layouts shall not be allowed for more than two adjacent lots (including across a street). Additional architectural and site design standards for the multi-family zone (CPMF) are in progress.

APPENDIX B – CONFLUENT PARK PD PLAN

CONFLUENT PARK PLANNED DEVELOPMENT
 LOCATED WITHIN
 LOT 1, SALIDA NATURAL RESOURCE CENTER (AMENDED-2)
 IN THE
 CITY OF SALIDA
 CHAFFEE COUNTY, COLORADO



DIRECTIONS ARE BASED ON THE BEARING S62°46'30" W BETWEEN RECOVERED REBAR MONUMENTS AT THE ELY-MOST CORNER AND THE SWLY CORNER OF THE PROPERTY, BEING LOT 1, SALIDA NATURAL RESOURCE CENTER SUBDIVISION (AMENDED-2), AS SHOWN AND DESCRIBED ON THIS PLAN.

LEGEND:

- CPP (PARK)
- CPC (COMMERCIAL/MIXED-USE)
- CPR (RESIDENTIAL)
- CPMF (MULTI-FAMILY/MIXED USE)
- DENOTES A FIRE HYDRANT.
- DENOTES A WATER SHUT-OFF VALVE.
- DENOTES A SANITARY SEWER MANHOLE.
- DENOTES A SANITARY SEWER LINE.
- DENOTES APPROXIMATE LOCATION OF A WATER LINE.
- DENOTES A GAS LINE, LOCATION MARKED BY OTHERS.
- DENOTES A BOUNDARY LINE.
- DENOTES A RIGHT-OF-WAY LINE.

PREPARED BY:
CRABTREE GROUP INC.
 ENGINEERING SMART GROWTH™

DATE:
 11/25/19

EXHIBIT C: PROPOSED PLANNED DEVELOPMENT MODIFICATIONS FOR CONFLUENT PARK

A	Proposed PD Modification of LUC Standards – Affordable Housing	Pages	Purpose and Justification	Staff Recommendation
1	Transfer remainder of Inclusionary Housing credits to other Harder-Diesslin properties.	2, 21	The 50 deed restricted units @ 60% AMI count as 100 units @ 80% AMI for development. This is 63 units greater than the Inclusionary Housing code requires.	AGREE with the limitation that only cover requirements for Angel View. If transferred units = 100% of Angel View requirements than project is afforded increased density.
2	Allow eight (8) short term rental licenses.	3	New projects can be shut out of ADU licenses due to cap.	AGREE 8 licenses should be allowed. New owners will know rules. Roughly 3% of project units so consistent with city goal.
3	Increase density in R-3, RMU and C-1 mixed-use areas	7-9	Increased density provides more flexibility for different unit types. Increased density will support neighborhood commercial uses.	AGREE. Each development area is held to a cap on units which keeps overall density in check. Provides incentive to create vertically integrated mixed-use in C-1 area.
B	Proposed PD Modification of LUC Standards – Parks and Trails	Pages	Purpose and Justification	Staff Recommendation
1	Dedicate land for 1.26 acre public park for City construction and maintenance.	13	One location in this part of town for active recreation.	AGREE.
2	Provide eight (8) foot trail easement and path along highway 50.	13	Matches Two Rivers Southside.	DISAGREE. Our recommendation is trail easement will be 10 feet wide with eight foot concrete trail. City will maintain.
3	Provide 10 foot trail easement to connect recently approved 6906 LLC site plan to new public park.	13	Increase pedestrian connectivity in area.	AGREE. In addition we are recommending 10' easements with 8' walks adjacent to the east side of Lot 38; and 20 foot wide easement and 8' walk on north side of Lot 12.
C	Proposed PD Modification of LUC Standards - Infrastructure	Pages	Purpose and Justification	Staff Recommendation
1	Chase and Trenton Street will be 60 foot right-of-way and 34 foot wide roadway with 6 foot parkways.	15		AGREE.
2	Various modifications to utility, stormwater and illumination standards contained in 3.7, 3.8, 3.10, and 3.12	20-21		DISAGREE. Staff believes it is premature to modify standards prior to engineering being complete.
3	½ of Trenton Street in the northeast corner of site will be dedicated and 20 feet of road base provided.	15		DISAGREE. Staff recommending 1/2 street improvements be completed including curb, gutter, sidewalk and paving.
4	Allow 18" curb and gutter rather than city standard 30".	15		DISAGREE.
5	Cleora Road will have 60 foot right-of-way and 36 foot roadway with 6 foot parkways	15	Reduce pavement = slower traffic, less pavement.	AGREE.
D	Proposed PD Modification of LUC Standards – Development Plan	Pages	Purpose and Justification	Staff Recommendation
1	Utilize R-4 as underlying residential district.	6, 7, 9	Allows some shorter setbacks and lot sizes.	DISAGREE. Use R-3 High Density Residential as underlying district.
2	Utilize parking standards defined in original Pinto Barn amendment to Vandaveer PD. Allows credit for on-street parking	4, 20	Street designed to accommodate parking. Will reduce paved area of lot, more room for development.	DISAGREE. Proposal will be difficult to enforce. Bonus from meeting 100% of the IH requirements for all multi-family buildings (3 or > attached units) only require 1 space per unit.
3	Reduce front yard to 12 feet and allow porches to encroach up to 25%.	8, 21	Structures closer to road tends to slow traffic and increase neighborhood interactions.	DISAGREE with allowing porches to encroach as proposed as they will be with public utility easement.
4	Increase height for detached accessory buildings	9		DISAGREE. Council recently approved new standards after lengthy process. Keep recent amendments in effect in Confluent Park.
5	Side setbacks for accessory dwelling units proposed to be three (3) feet.	9		DISAGREE. See above.
6	Increase building coverage to 60%	9	More flexibility for different product types.	AGREE. Slight increase over what is allowed by meeting 100% IH, which is 50%.
7	Reduce on-site landscape area to 20%	9	Reduction in direct relation to increased coverage.	AGREE. Public park required in center of project. Parkways will create tree canopy along roads.
8	Change requirements for multiple principal structures.	10	To allow more flexibility in multi-family building configuration.	DISAGREE. However we have amended code to meet request. Not required to be called out in PD.

EXHIBIT C: PROPOSED PLANNED DEVELOPMENT MODIFICATIONS FOR CONFLUENT PARK

D	Proposed PD Modification of LUC Standards – Development Plan (continued)	Pages	Purpose and Justification	Staff Recommendation
9	Additional architectural and design standards for R-3 are in progress.	21		If robust, staff will support more Administrative Review.
10	Change approval process for Residential (3-4 units) from Administrative Review (staff) to Permitted.	10	Streamline process; reduce risk for small developer.	DISAGREE. Administrative review assures developer their project meets design and code requirements before incurring expense of creating construction drawings.
11	Change approval process for Residential (5-19 and 20+ units) from Limited Review (Planning Commission) to Administrative Review in the R-3 and C-1 areas.	10	Reduces time required for development. Proposed architectural standards from PD apply.	DISAGREE. The additional architectural standards are sparse and therefore prefer to vet through Planning Commission and keep at Limited Review.
12	Reduce process to approve temporary commercial activities (food trucks).	12	Adds to urban ambience.	DISAGREE, however recently amended standards so modification not required.
13	Revise sign standards to allow minimum size of sign in residential areas to 15 square feet, illuminated versus 9 square feet without illumination. Restrict C-1 area to C-2 standards.	21	Section 3.11. Presumably the different signage standards will better serve the mixed-use nature of the R-3, RMU and C-1 areas.	DISAGREE. Their request is “per lot” and we do not know how parcels in R-3 or C-1 are going to be further subdivided. The allowance of illuminated signs in residential neighborhoods may have a deleterious effect on livability.
14	Not allow auto sales and service; mobile home and RV sales and service; light and heavy industrial uses.	12-13	Disruptive to neighborhood design.	AGREE.

December 30, 2019

To members of the Planning Commission:

I own 6953 CR 105, which is the old Vandaveer ranch home. For reference, to my South is the new 6906, LLC development, to my West is the development in question, Confluent Park, and to my North is Two Rivers. I am traveling for the holiday so I have asked a friend to read this letter at the meeting and submit it for the record.

Let me be clear that I support inclusionary housing in Salida. As a business owner and employer, I see first hand how important workforce housing is, both to the individuals who need it and for the flavor of the community. I wrote a letter in support of 6906, LLC for that reason, and I hope that there is an outcome for Confluent Park that I can be supportive of. I do not approach these developments from a "not in my back yard" attitude.

However, there are several key issues with this proposal which should send it back to the drawing board for the time being.

First, Figure 3 shows Chase Street continuing onto my property, and additional development on my property. I have never been contacted in relation to this, I do not support it, and showing it as even a potential plan is misleading at best. Neither the Crabtree Group, whom I have previously contracted with, nor anyone from Confluent Park, all of whom I have communicated with before, have contacted me in regard to this. As drawn, Chase street goes through the historic barn on my property.

Not only is Figure 3 an inaccurate representation of a potential future plan, it is an affront to put it before the city as though it might happen. For someone to draw plans for development on my land without my knowledge or consent should cast doubt on this application as a whole.

Second, Trenton Street. This street is drawn (Figure 2) angling onto my property from a starting point that is defined by the South Loop on Two Rivers. That starting point would have the Eastern edge of Trenton Street on the Western edge of my property (which is acceptable), but instead of maintaining that alignment, the street has been angled onto my property for obvious reasons. Previous drawings shared with me by the Crabtree Group show an unnamed street entirely on Confluent Park property (see attachments). I have never been contacted in regard to this change, I had to find it in the documents filed for this meeting.

The Northern end of the street is defined by the finished plan for Two Rivers. If the Southern end is to angle onto my property, that issue should have been brought to my attention and negotiated long before now. I am willing to consider a proposal

from the developer to get an easement on my land, but I am not willing for there to be an assumption that I will finish this street at some point in the future.

In addition, there are several structural problems with Trenton Street. It is proposed as 20' wide (section 3.5), which meets no city code that I can find, and by the developers own admission, is too narrow to accommodate utilities (section 3.7). Trenton Street is proposed as road base only, and it is inappropriate to allow the developer to skip out of their obligations to make a sustainable neighborhood. While Trenton Street may not be a major road for Confluent Park, it is unclear what the importance of that street would or would not be in the future. This situation is the exact reason the city has developed, and must enforce, their codes. Expedient solutions today result in future difficulties.

Third, I was told by Staff that the Planned Development would allow Confluent Park greater than the city standards in height (VPA-5 Regulations, up to 40'), and that it would allow other irregularities with standard city code relating to setback, density, and so on. I do not support this variance, and I think it is a critical point in changing the feel of the town. The city has spent a great deal of time and energy creating rules for development, and there is no reason that this developer should be excepted from following them. What is the purpose of universal zoning if the city is going to choose to ignore it case by case?

Fourth, I was told by staff that this proposal is being pushed forward as quickly as possible to meet a deadline for tax credits in February. This property has been sitting vacant for many years, and is a keystone to the future of our city. It deserves careful review in due course, and not a process slammed together at the last minute to suppress proper consideration and public involvement. There will be tax credits available again in 2021, and perhaps that is a more realistic timeline to shoot for, given that the developer did not choose to bring the matter forward with sufficient lead time. The value and impact of the project will last for many decades, we should take all the time that is needed to make a plan that will serve both the community and the developer best.

Finally, as a matter of process, I was told that the city would not accept plans for Confluent Drive along my property boundary without my prior dedication of that land. As a result, I spent thousands of dollars on planning and surveying, working out an agreement with Two Rivers and Harder-Diesslin, since it was apparent that the best alignment of the street was on my boundary given the sewer line easement that already exists there. I don't want this road, but I do want a sensible city in the future so I played my part.

This process was extensive, which is relevant because the developers for Confluent Park are well aware of how to contact me and have already participated in a discussion about a road sharing my property boundary. They chose not to engage me. Their choice was defended by City Staff prior to this meeting, who explained

that such dedication was not required in this case “because the road is not as important”.

If city code spells out a distinction for how important a road needs to be before requiring a plan and dedication of land, I can’t find it written anywhere. Unless that code exists, City Staff misled me in the past, or they are misleading me now, and I do not find that a minor issue that I will ignore. To be consistent with the requirements they made of me in the past, the city must prevail on the developer to create a comprehensive plan that does not involve using my land without my permission before allowing this proposal to move forward.

In closing, let me be clear: I have no plans to develop my property, but I imagine that at some time in the future, it will become unavoidable for the changes that surround me to find their way onto my property. The city should act with that potential in mind, and with a fairness toward both the current situation and an unknown future.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ned Suesse', with a long horizontal flourish extending to the right.

Ned Suesse

6953 CR 105
Salida, CO 81201



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: January 7, 2020:

AGENDA ITEM NO. 5.d.	ORIGINATING DEPARTMENT: Administration	PRESENTED BY: Drew Nelson
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ITEM:

Ordinance 2020-02 – An Emergency Ordinance Reappointing and Setting Compensation for Cheryl Hardy-Moore as Municipal Court Judge for a Two Year Term

BACKGROUND:

Section 2-5-30 of the Salida Municipal Code provides that the City Council will appoint a qualified judge to preside over the Municipal Court. The SMC states:

Sec. 2-5-30. - Appointment and qualification of Municipal Judge.

The Municipal Court shall be presided over by a Municipal Judge who shall be appointed to office for a two-year term in accordance with Section 13-10-105, C.R.S., unless removed during such term by the City Council in accordance with Section 13-10-105(2), C.R.S. The Municipal Judge must also be a resident and qualified elector of the County or of a county adjoining the County. Additional judges as may be needed to transact the business of the Court may be appointed by the City Council for such terms as necessary.

Judge Cheryl Hardy-Moore was appointed to the position of Municipal Court Judge in January of 2016 for an initial term of two years at a salary of \$1,450 per month and was reappointed to the position in January of 2018 at the same original rate of pay. During the reappointment process in 2018, the City Council set the Judge's compensation via ordinance (Ordinance 2018-01), which is required per the SMC, which states:

Sec. 2-5-40. - Compensation of Judge.

The compensation of the Municipal Judge shall be an annual salary in an amount set by ordinance of the City Council, and shall be payable monthly.

Per direction from City Council to retain the incumbent, staff was preparing a resolution for reappointment of Judge Hardy-Moore for the City Council's consideration; however, due to a request to increase compensation, it is necessary to consider this process via ordinance. Unfortunately, due to timing, it is necessary for the City Council to consider this as an emergency ordinance in order to maintain the court schedule (the next session is scheduled for January 17th, which is prior to when a second reading and effective date could occur by). As this is proposed as an emergency ordinance, Colorado Revised Statutes require that in order for the ordinance to become effective immediately, three-fourths (3/4) of the members of the governing body must vote in favor of the ordinance.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: January 7, 2020:

AGENDA ITEM NO. 5.d.	ORIGINATING DEPARTMENT: Administration	PRESENTED BY: Drew Nelson
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FISCAL NOTE:

The fiscal impact of this Resolution would be \$20,400 (via monthly compensation of \$1,700). This is an increase of \$250 per month as requested for your consideration by Judge Hardy-Moore. This increase can be accommodated in the 2020 Annual Budget, as the line item for Municipal Court was increased for the year (in order to accommodate potential jury trials and additional court activities).

STAFF RECOMMENDATION:

Staff believes it is appropriate to refrain from making a recommendation on this matter, as the Municipal Court Judge is a direct report to the City Council and should enjoy independence from Administration.

SUGGESTED MOTIONS:

A City Councilperson should make a motion to approve Ordinance 2020-02, followed by a second and a roll call vote.

CITY OF SALIDA, COLORADO
ORDINANCE NO. 02
(Series of 2020)

**AN EMERGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
SALIDA, COLORADO, REAPPOINTING AND SETTING COMPENSATION FOR
CHERYL HARDY-MOORE AS MUNICIPAL COURT JUDGE FOR A TWO YEAR
TERM COMMENCING JANUARY 1, 2020
AND RUNNING THROUGH DECEMBER 31, 2021**

WHEREAS, Section 2-5-30 of the Salida Municipal Code provides that the Municipal Court Judge shall be appointed by a majority vote of the members of the Salida City Council to serve a two-year term in accordance with C.R.S. Section 13-10-105; and

WHEREAS, Section 2-5-30 of the Salida Municipal Code further provides that the Municipal Court Judge shall serve a term of two (2) years, unless earlier removed from office; and

WHEREAS, the compensation of the Municipal Court Judge is set by Ordinance pursuant to Section 2-5-40 of the Salida Municipal Code; and

WHEREAS, Cheryl Hardy-Moore has performed the duties of Municipal Court Judge for the City of Salida conscientiously and appropriately during her past two (2) terms, and she has indicated an interest in serving for an additional term; and

WHEREAS, the Salida City Council desires to appoint Cheryl Hardy-Moore as Municipal Court Judge; and

WHEREAS, the City Council deems and declares that the need to appoint the Municipal Court Judge constitutes an emergency requiring expedited adoption procedures to preserve the City's ability to operate the Municipal Court session to be held on January 17, 2020; and

WHEREAS, this Ordinance shall be deemed and declared an emergency measure necessary to the immediate preservation of the public health or safety.

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

1. The aforementioned recitals are hereby fully incorporated herein.
2. Based upon past performance in the position and her willingness to serve again, the Salida City Council hereby appoints Cheryl Hardy-Moore as Municipal Court Judge for a term of two (2) years expiring December 31, 2021, and setting the Municipal Court Judge's salary at \$1,700 per month.
3. This appointment shall be subject to execution of the contract for services attached hereto as **Exhibit A** and incorporated herein by this reference.

4. Declaring an Emergency pursuant to C.R.S. Section 31-16-105, it is hereby declared that, in the opinion of the Salida City Council, an emergency exists; that there is a need for the immediate preservation of the peace, health, and safety of the City of Salida, its residents and its guests; and the immediate appointment of the Municipal Court Judge is necessary to avoid undue delay in Salida Municipal Court proceedings. This ordinance shall be effective immediately upon its adoption.

INTRODUCED, READ AND PASSED, ADOPTED, AND ORDERED PUBLISHED IN FULL, upon the affirmative vote of not less than three-fourths (3/4) of the members of the City Council on the 7th day of January, 2020.

CITY OF SALIDA, COLORADO

[SEAL]

By _____
P.T. Wood, Mayor

[ATTEST]

Sonia Walter, City Clerk

Approved on single reading as an emergency ordinance pursuant to C.R.S. 31-6-105 on January 7, 2020. **PUBLISHED IN FULL** in the Mountain Mail on the ____ day of January, 2020.

Sonia Walter, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into this 7th day of January, 2020 by and between the CITY OF SALIDA, COLORADO, a Colorado municipal corporation (“City”), and Cheryl Hardy Moore (“Contractor”).

WHEREAS, the City desires that Contractor perform the services of Municipal Court Judge as an independent contractor, in accordance with the provisions of this Agreement; and

WHEREAS, Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the parties hereto desire to set forth certain understandings regarding the services in writing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Services. The City agrees to retain Contractor to provide the following professional services (hereinafter “Services”): (a) serve as Municipal Court Judge for the City of Salida; (b) exercise all powers and duties of Municipal Court Judge called for in the Salida Municipal Code; (c) conduct regular Municipal Court sessions and special sessions for the trial of cases as required; and (d) make and adopt rules and regulations for the conduct of business of the Municipal Court. Contractor warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein.

2. Compensation. Compensation to Contractor from the City for Services pursuant to this Agreement shall be One-Thousand Seven Hundred Dollars (\$1,700) per month, payable monthly.

3. Term. The Term of this Agreement shall be from the date first written above until December 31, 2021. The Agreement may be terminated earlier by final completion of termination provisions described herein.

4. The position of Municipal Court Judge requires that the Contractor be an attorney with an active license to practice law in the State of Colorado. Contractor shall maintain an active law license at all times pertinent to this Agreement.

5. The Municipal Court Judge shall, as an attorney, be bound by the Colorado Rules of Professional Responsibility. The Municipal Judge, as a part time judge, shall be familiar with and guided by the Colorado Code of Judicial Ethics.

6. Outside Support Services and Sub-Contractor. Any sub-contractors shall be pre-approved by the City. A rate sheet for each sub-contractor shall be provided to the City.

7. Ownership of Instruments of Service. The City acknowledges the Contractor's work product, including electronic files, as instruments of professional service. Nevertheless, the final work product prepared under this Agreement shall become the property of the City upon completion of the services and payment in full of all monies due to the Contractor.

8. Monitoring and Evaluation. The City reserves the right to monitor and evaluate the progress and performance of the Contractor to ensure that the terms of this Agreement are being satisfactorily met in accordance with the City's and other applicable monitoring and evaluating criteria and standards. Contractor shall cooperate with the City relating to such monitoring and evaluation.

9. Independent Contractor. The parties agree that the Contractor is an independent contractor and shall not be considered an employee, agent, or servant of the City for any purpose. Contractor is not entitled to workers' compensation benefits from the City and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement. The parties further agree and understand that as an independent contractor, Contractor does not receive the protections of the Colorado Government Immunity Act, that the Contractor is responsible for their own liability insurance, and that the City's insurance coverage does not extend to independent contractors or to the Contractor.

10. Insurance Requirements. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive general liability insurance insuring Contractor and naming the City as an additional insured against any liability for personal injury, bodily injury, damages to property, or death arising out of the performance of the Services with at least One Million Dollars (\$1,000,000) each occurrence. The limits of said insurance shall not, however, limit the liability of Contractor hereunder.

11. Indemnification. Contractor hereby covenants and agrees to indemnify, save, and hold harmless the City, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney's fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of any negligent act or error and omission or other tortious conduct of Contractor, its officers, subcontractors, employees, or agents in the performance or nonperformance of its obligations under this Agreement.

12. Termination. Contractor may be removed from their term of office only for cause. Contractor may be removed for cause if:

- a. She is found guilty of a felony or any other crime involving moral turpitude; or
- b. She has a disability which interferes with the performance of her duties and which is or is likely to become of permanent character; or
- c. She has willfully or persistently failed to perform her duties; or
- d. She is habitually intemperate; or
- e. The municipality required the judge, at the time of appointment, to be a resident of the municipality, or county in which the municipality is located, and she subsequently becomes a nonresident of the municipality or the county during her term of office; or
- f. She fails to maintain an active bar license as an attorney in the State of Colorado.

13. Work By Illegal Aliens Prohibited. Pursuant to Section 8-17.5-101, C.R.S., *et. seq.*, Contractor warrants, represents, acknowledges, and agrees that:

- a. Contractor does not knowingly employ or contract with an illegal alien.
- b. Contractor shall not knowingly employ or contract with an illegal alien to perform works or enter into a contract with a subcontractor that fails to verify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- c. Contractor has participated in or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the Department of Homeland Security (hereinafter, "E-Verify") in order to verify that Contractor does not employ illegal aliens. If Contractor is not accepted into E-Verify prior to entering into this Agreement, Contractor shall forthwith apply to participate in E-Verify and shall submit to the City written verification of such application within five (5) days of the date of this Agreement. Contractor shall continue to apply to participate in E-Verify, and shall certify such application to the City in writing, every three (3) months until Contractor is accepted or this Agreement is completed, whichever occurs first. This Paragraph 9 shall be null and void if E-Verify is discontinued.
- d. Contractor shall not use E-Verify procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- e. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:
 - i. notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - ii. terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- f. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.
- g. If Contractor violates this Paragraph, the City may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the City arising out of said violation.

14. Entire Agreement. This Agreement, along with any addendums and attachments hereto, constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the mutual consent of both parties. The parties shall not be

